

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - REGULAR COUNCIL MEETING
Tuesday, September 28, 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

REGULAR COUNCIL MEETING AGENDA

- I. Meeting Called to Order
- II. Roll Call
- III. Invocation
- IV. Pledge of Allegiance
- V. Adoption of Council Agenda
- VI. Approval of City Council Meeting Minutes
 - 1. Request Council Approval of City Council Regular Meeting Minutes from August 24, 2021 (City Clerk)
 - 2. Request Council Approval of City Council Work Session Minutes from September 14, 2021 (City Clerk)
 - 3. Request Council Approval of City Council Zoning Public Hearing Minutes from September 14, 2021 (City Clerk)
 - 4. Request Council Approval of City Council FY2022 Department Budget Hearings from August 17, 2021 and August 19, 2021
 - 5. Request Council Approval of City Council FY 2022 Budget Public Hearings Minutes from September 8, 2021 and September 15, 2021
- VII. Public Comments

Speakers will be granted a total of two (2) minutes each and public comments will not exceed thirty (30)

minutes. Speakers will not be allowed to yield or donate their time to other speakers. Speakers must identify themselves and their addresses prior to speaking. Speakers may only address the Presiding Officer, shall observe all rules of decorum. No debate, disrespect or obscenities shall be tolerated. The Presiding Officer shall rule any such individual out of order that fails to comply with the foregoing.

VIII. Rezoning, Variance and Modification Cases

6. **Z20-008:** Council to consider a rezoning from AG-1 (Agricultural) to CUP (Community Unit Plan) for property located at 7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd. **(DISTRICT 2) (Case DEFERRED from May 25, 2021, July 27, 2021 and August 24, 2021 Regular Council Meetings)**
7. **Z21-009** Council to consider a rezoning at 7445 Old National Highway for the purpose of constructing a mixed use town home and retail development **(DISTRICT 7) (Case DEFERRED from August 24, 2021 Regular Council Meeting)**

IX. Consent Agenda Items

8. Mayor/Council Proclamations for Spreading on the Minutes:
 - Pastor Anthony Adams Day **(Councilmember Baker)**
 - Corey Critell and PHIT Leaders Day **(Councilmember khalid)**
 - Kym Feltus and Strong Foundation Day **(Councilmember khalid)**
 - Eugene "Big U" Henley Day **(Councilmember Baker)**
 - Larry Hoover Day **(Councilmember Baker)**
 - Edwin "Eddie" James Munford Day **(Councilmember khalid)**
 - Pastor Kenneth T. Johnson Day **(Councilmember Gilyard)**
 - Sergio Giavanni "Gunna" Kitchens Day **(Mayor Edwards)**
 - Minority Business Opportunity Week **(Mayor Edwards)**
 - Dr. Rashad Richey Day **(Councilmember Baker)**
 - Wilma L. Scott Memorial Day **(Councilmember Baker)**
 - Norma B. Mitchell Day **(Mayor Edwards, Councilmembers Baker, Gilyard, khalid and Reeves)**
 - Courtney "Bear" Sills Day **(Councilmember Baker)**
 - Khandi Williams and Chayil Foundation Day **(Councilmember khalid)**
 - World Senior Citizens Day **(Mayor and Full Council)**
9. Request Council Approval of Board/Committee Appointments:
 - **Councilmember Rowell** appoints Karen Duckett to the Street Naming Committee
 - **Councilmember Rowell** appoints Juanita Marbury to the Facility and Bridges Naming Committee

10. Request Council confirmation of the following recorded development plats as approved by the City Engineer pursuant to Section 4.2.2.E of the Subdivision Regulations, Appendix D:
 1. Confirm the recorded plat for Captain-D on Old National Highway (District 5)
 2. Confirm the recorded plat for Grant Subdivide located at 1643 New Hope Road (District 1)
 3. Confirm the recorded plat for South Fulton Commerce Center (District 5)
 4. Confirm the recorded plat for Renaissance at South Park Phase 4A (District 7)
 5. Confirm the recorded plat for Oakhurst Glen Phase 2 (District 4)
11. Request Council approval to accept the 2020 Homeland Security Grant in the amount of \$10,000 to purchase and replace the Drager Chemical Detection Equipment and to execute the agreement with Georgia Emergency Management and Homeland Security Agency with no cost to the City (Fire)
12. Request Council Approval to enter into a Memorandum of Understanding with the Policing Equity, Inc. to actively identify bias in policing and provide analysis to eliminate racial disparities in policing practices and strengthen community trust in law enforcement with no cost to the City (Police)
13. Request Council approval to execute a Memorandum of Understanding between the City of South Fulton and the Fulton County Sheriff's Office to participate in a Multi-Agency Criminal Enterprise (MACE) Task Force at no cost to the City (Police)
14. Request Council approval authorizing the City Manager, City Attorney and City Clerk to execute the Intergovernmental Agreement between the City of South Fulton and the City of South Fulton Development Authority for a period of one (1) year and shall automatically renew for five additional one-year terms unless terminated (City Manager)
15. Request Council approval to utilize the Statewide Agreement between the State of Georgia and American Document Securities, Inc. to procure Document Management Services in an amount not to exceed \$165,000 to be paid from FY2021 budget (City Clerk)
16. Request Council approval to authorize the City Manager to execute a contract with Central Square to purchase and implement a new Records Management Solution (RMS) for the South Fulton Police Department in an amount not to exceed \$685,000 from FY2022 budget (Police/IT)
17. Request Council approval authorizing the City Manager to execute an agreement between the City of South Fulton and A. R. Long Company, LLC. For federal lobbying and government relations consulting services for a period of one (1) year in an amount not to exceed \$4,000 per month (City Manager)
18. Request Council Approval of A Resolution Recognizing Georgia Cities Week, October 3-9, 2021 And Encouraging All Residents To Support The Celebration And Corresponding Activities, And For Other Purposes **(Mayor Edwards)**

19. Request Council Approval of A Resolution Authorizing The City Manager To Make Changes To Future Full-Time Employee Benefits, And For Other Purposes (**Mayor Pro Tem Willis**)
20. Request Council Approval of A Resolution Proclaiming The Celebration Of Agritourism For The Month Of October In The City Of South Fulton, Georgia And Highlighting Local Agribusiness Enterprises, And For Other Purposes (**Councilmember Rowell**)

X. Previous Agenda Items

21. 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 (**Mayor Edwards**)
22. Second Reading and Request Council Approval of An Ordinance Establishing A Code of Ethics And For Other Lawful Purposes (**Councilmember Reeves**)
23. Second Reading and Request Council Approval of An Ordinance to Amend Title 5, Zoning and Planning, Chapter 2, Subdivision Regulations and Appendix C, Zoning, Article 8, Procedures and Permits, Section 807, Certificate of Occupancy of the Code of Ordinances, City of South Fulton, GA to regulate the Leasing or Rental of Newly Developed Single Family Residential Homes (**Councilmember Rowell**)

XI. Agenda Items

24. Request Council approval authorizing the Mayor to execute an Acquisition of Rights of Way (ROW) agreement between the City of South Fulton and the Georgia Department of Transportation (GDOT) for Federal-Aid Project CR 1393/New Hope Road from E of Boat Rock Rd to Danforth Road. The project has a total cost of \$754,535 with 80% (\$603,628) being reimbursed to the City by GDOT and a required local match of 20% (\$150,907) (Public Works)
25. First Reading of An Ordinance To Amend Appendix C, Zoning, Article 3, Restrictions On Particular Uses, Section 302, Restrictions On Principal Uses, Section 302.12 Day Care Facility Of The Code Of Ordinances, City Of South Fulton, Georgia, So As To Remove Certain Restrictions On Hours Of Operation For Day Care Facilities; And For Other Lawful Purposes (**Councilmember khalid**)

XII. Public Hearing(s)

26. **PUBLIC HEARING** - Request Council Approval of Alcohol License for Stanley's of Georgia, LLC dba Stanley's Cigar Lounge located at 3220 Butner Road, Suite 210, Atlanta, Georgia 30331 (Police)
27. **PUBLIC HEARING** - 2040 City of South Fulton Comprehensive Plan
28. **PUBLIC HEARING** - Resolution Approving the Exercise of Eminent Domain for the Butner Road and Camp Creek Parkway Project B500, Parcel 3 (Parcel ID 14-F0073-LL-029-7) (**Councilmembers Gumbs and Rowell**)

29. ***PUBLIC HEARING*** - Resolution Approving the Exercise of Eminent Domain for the Enon Road Sidewalk Project T-268, Parcel 10 (Parcel ID 14F0122 LL0173) (Councilmember Gumbs)

XIII. Executive Session

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

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

XIV. Adjournment of Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Regular Meeting Minutes from August 24, 2021

DATE: September 28, 2021

SUBJECT: Request Council Approval of City Council Regular Meeting Minutes from August 24, 2021

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_RM_2021_8_24_Meeting_DRAFT)	Cover Memo	9/24/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - REGULAR COUNCIL MEETING
Tuesday, August 24, 2021, 4:00 PM



REGULAR MEETING MINUTES

I. Meeting Called to Order

Minutes:

The meeting was called to order by Mayor William Edwards at 4:00 PM.

The meeting is being conducted under special emergency circumstances due to the COVID19 (also known as the Coronavirus) pandemic. City Council members and staff are participating via conference call (Zoom). The meeting is being simulcast in realtime via the City's YouTube channel.

Attendee Name	Title	Status	Arrived
William "Bill" Edwards	Mayor	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Naeema Gilyard	District 4 Councilmember	ABSENT	
Corey A. Reeves	District 5 Councilmember	Present	
khalid kamau	District 6 Councilmember	Present	4:02 PM
Mark Baker	District 7 Councilmember	Present	

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

Councilmember Gilyard was absent.

II. Invocation

Minutes:

The invocation was rendered by Pastor Warren Henry, Chaplain.

III. Pledge of Allegiance

Minutes:

The pledge of allegiance was recited in unison.

IV. Adoption of Council Agenda

Motion (Approve as Amended): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 2 Gilyard, khalid

Minutes:

A motion was made to approve the Council Agenda with a request by Councilmember Reeves to remove Item 17 (4 and 5) from the Consent Agenda and add them to the Regular Agenda for discussion.

The motion with amendments was approved 5-0. Councilmember khalid did not vote. Councilmember Gilyard was absent.

V. Approval of City Council Meeting Minutes

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 2 Gilyard, khalid

Minutes:

A motion was made to approve the following City Council Meeting Minutes:

Regular Meeting from July 27, 2021

Work Session Meeting from August 10, 2021

Zoning Public Hearing from August 10, 2021

Special Called Meeting from August 10, 2021

Millage Rate Public Hearings from August 11, 2021, 10:00 AM and 6:00 PM

The City Clerk requested that the minutes from the FY2022 Department Budget Hearings for August 17, 2021 and August 19, 2021 are removed from the agenda.

The motion was approved 5-0. Councilmember khalid did not vote. Councilmember Gilyard was absent.

1. Request Council Approval of City Council Regular Meeting Minutes from July 27, 2021 (City Clerk)
2. Request Council Approval of City Council Work Session Minutes from August 10, 2021 (City Clerk)
3. Request Council Approval of City Council Zoning Public Hearing Minutes from August 10, 2021 (City Clerk)
4. Request Council Approval of City Council Special Called Meeting Minutes from August 10, 2021 (City Clerk)
5. Request Council Approval of City Council Millage Rate Public Hearing Minutes from August 11, 2021 at 10:00 AM and 6:00 PM
6. Request Council Approval of City Council FY2022 Department Budget Hearings from August 17, 2021 and August 19, 2021

VI. Public Comments

Minutes:

There were 10 people who submitted public comments as follows:

1. **Shelvie High, District 3 (expressed concern about pothole on Delano Road)**
2. **Marquette Price, District 5 (Expressed concern about time of Council Meetings; commented regarding several transportation and quality of life issues in the City)**
3. **Paul Loveless, District 3 (Concern expressed about NextEra Energy Facility on Welcome All Road)**
4. **Otellia Hampton, District 3 (Concern expressed about NextEra Energy Facility on Welcome All Road)**
5. **Edward Pennick, District 3 (Concerned about Sunrise and Welcome All Community not being considered as it relates to development)**
6. **Ruth Page-Nelson, non-resident (Concern expressed about NextEra Energy Facility on Welcome All Road)**
7. **Lex High, District 3 (Concern expressed about NextEra Energy Facility on Welcome All Road)**
8. **Jewel Johnson, District 1 (Questioned JAT contract and status of the search for Finance Director)**
9. **Jane Williams, District 5 (Request speed humps on Shenfield Lane and Shenfield Drive in the Brentwood Place Community)**
10. **Patricia Schofield, District 7 (Request speed bumps on Grey Fox Way)**

Mayor Pro Tem Willis requested a point of personal privilege to address some of the concerns expressed during public comment. She stated the solar storage facility is located in the City of College Park. She stands in solidarity with residents and shares their concerns. She urges residents to contact the City of College Park's Mayor and City Council who have jurisdiction

and approval over this development in the City of College Park.

Regarding the Republic warehouse, she has included information in the District 3 newsletter. To sign up for the newsletter or if citizens wish to meet her, please contact her office and she will set up a zoom meeting to discuss development issues and other concerns.

VII. Public Hearing(s)

7. **PUBLIC HEARING** - 2021 Millage Rate Ordinance (Finance)

Minutes:

Presentation made by Rachel Brembry, Interim Finance Director, regarding the recommendation for 2021 Millage Rate at 12.899 mills.

Public Hearing Held. One speaker provided public comment.

Edwina Dixon, District 2: Questioned impact of new homes in the City and addition of Fulton Industrial Boulevard to the City in the decision not to roll back the millage rate.

VIII. Rezoning, Variance and Modification Cases

8. **Z20-008:** Council to consider a rezoning from AG-1 (Agricultural) to CUP (Community Unit Plan) for property located at 7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd. **(DISTRICT 2)** (Case DEFERRED from May 25, 2021 and July 27, 2021 Regular Council Meetings)

Motion (Defer): Councilmember Gumbs

Second: Councilmember Baker

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to defer case number Z20-008 until the next Regular Council Meeting.

The motion to defer was approved 6-0. Councilmember Gilyard was absent.

9. **Z20-009:** Council to consider a rezoning request from AG-1 (Agricultural) to SH (Senior Housing) for property located at 7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd. **(DISTRICT 2)** (Case DEFERRED from May 25, 2021 and July 27, 2021 Regular Council Meetings)

Motion (Approve): Councilmember Gumbs

Second: Councilmember Reeves

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 1 Gilyard

Minutes:

A motion was made to accept the withdrawal of case numbers Z20-009 and CV20-001 by the applicant.

The motion was approved 6-0. Councilmember Gilyard was absent.

10. **CV20-001:** Council to consider a concurrent variance on the senior age requirement from 62 to 55. Companion legislation with Z20-009 (**DISTRICT 2**) (Case DEFERRED from May 25, 2021 and July 27, 2021 Regular Council Meetings)

Motion (Approve): Councilmember Gumbs

Second: Councilmember Reeves

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 1 Gilyard

Minutes:

A motion was made to accept the withdrawal of case numbers Z20-009 and CV20-001 by the applicant.

The motion was approved 6-0. Councilmember Gilyard was not present.

11. **Z21-002:** Council to consider a rezoning at 0 Campbell Drive for the purpose of constructing a warehouse (**DISTRICT 3**) (Case DEFERRED from July 27, 2021 Regular Council Meetings)

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 1 Gilyard

Minutes:

A motion was made to accept the withdrawal of case numbers Z21-002 by the applicant.

The motion was approved 6-0. Councilmember Gilyard was not present.

12. **Z21-003:** Council to consider a rezoning at 4295 Roosevelt Highway for the purpose of constructing an office and zoning consolidation (**DISTRICT 3**) (Case DEFERRED from July 27, 2021 Regular Council Meetings)

Motion (Approve w/ Conditions): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to approve case number Z21-003: A rezoning at 4295 Roosevelt Highway for the purpose of constructing an office and zoning consolidation. A condition was added that if the land is conveyed or sold, any warehouse development is prohibited.

The motion was approved 6-0. Councilmember Gilyard was absent.

13. **Z21-004 and CV21-005:** Council to consider a rezoning and concurrent variance at 0 Yates Rd for the purpose of building a mixed-use apartment complex (**DISTRICT 3**) (Case DEFERRED from July 27, 2021 Regular Council Meetings)

Motion (Approve w/ Conditions): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to approve case numbers Z21-004 and CV21-005: Council to consider a rezoning and concurrent variance at 0 Yates Rd for the purpose of building a mixed-use apartment complex. The following conditions were read into the record:

1. **To amend the Future Land Use Map for 0 Yates Road (parcel ID # 13 0034 LL0897) from Suburban Neighborhood to Regional Live Work**
2. **To approve rezoning application # Z21-004 to rezone 0 Yates Road from NUP to MIX with the condition of no warehouse development.**
3. **To approve concurrent variance application # CV21-005 for 0 Yates Road to as to:**
 - **Amend the parking requirement from 196 parking spaces to 174 parking spaces**
 - **Reduce the required front landscape strip from 20 feet to 10 feet**
 - **Reduce the required north side yard from 25 feet to 15 feet.**
 - **Allow to build a road in the 10' foot improvement setback**

Zoning condition:

1) At least one resident of each unit shall be at least 55 years of age.

The motion was approved 6-0. Councilmember Gilyard was absent.

14. **Z21-006 and CV21-007:** Council to consider a rezoning with concurrent variances at 0 Oakley Rd for the purpose of constructing a townhome community **(DISTRICT 7)**

Motion (Deny): Councilmember Baker

Second: Councilmember Willis

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to deny case numbers Z21-006 and CV21-007.

The motion to deny was approved 6-0. Councilmember Gilyard was absent.

15. **Z21-009** Council to consider a rezoning at 7445 Old National Highway for the purpose of constructing a mixed use town home and retail development **(DISTRICT 7)**

Motion (Defer): Councilmember Baker

Second: Councilmember Reeves

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to defer case number Z21-009 until the next Regular Council Meeting.

The motion to defer was approved 6-0. Councilmember Gilyard was absent.

IX. Consent Agenda Items

Motion (Approve): Councilmember Reeves

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0
Abstain: 0
Not Voting: 2 Gilyard, khalid

Minutes:

A motion was made to approve the Consent Agenda - items 16, 17 (1-3,6), 18-34.

The motion with amendments was approved 5-0. Councilmember khalid did not vote. Councilmember Gilyard was absent.

16. Mayor/Council Proclamations for Spreading on the Minutes:
- Mawuli Mel Davis Appreciation Day (**Councilmember Baker**)
 - Travis Hyman Day(**Mayor Edwards**)
 - Christian Senior Day (**Councilmember Gumbs**)
 - Robin Rue Simmons Appreciation Day (**Councilmember Baker**)
 - Soul For Real Day (**Councilmember khalid**)
 - Richard Wingo Sr. Day (**Councilmembers Baker and khalid**)
 - Richard Wingo Day (**Councilmember khalid**)

Minutes:

Item approved as a part of Consent Agenda.

17. Request Council confirmation of the following recorded development plats as approved by the City Engineer pursuant to Section 4.2.2.E of the Subdivision Regulations, Appendix D:
1. Confirm the recorded plat for Renaissance at South Park Phase 3A (District 7)
 2. Confirm the recorded plat for Renaissance at South Park Phase 3B (District 7)
 3. Confirm the recorded plat for 3895 Jonesboro Road (District 7)
 4. Confirm the recorded plat for Captain-D on Old National Highway (District 7)
 5. Confirm the recorded plat for South Fulton Commerce Center (District 5)
 6. Confirm the recorded plat for Diamond Hall Catering (District 6)

Minutes:

Item 17 (1-3, 6) approved as a part of the Consent Agenda.

Motion (Hold): Councilmember Reeves

Second: Councilmember Baker

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0
Not Voting: 1 Gilyard

Minutes:

Item 17 (4, 5) was removed from the Consent Agenda and placed on the Regular Agenda.

Later in the meeting, a motion was made to hold Item 17 (4) until the next Regular Council Meeting and to have the plat corrected and placed on the Consent Agenda for approval.

The motion was approved 6-0. Councilmember Gilyard was absent.

Motion (Hold): Councilmember Reeves

Second: Councilmember Rowell

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

Item 17 (4, 5) was removed from the Consent Agenda and placed on the Regular Agenda.

Later in the meeting, a motion was made to hold Item 17 (5) until the next Regular Council Meeting.

The motion was approved 6-0. Councilmember Gilyard was absent.

18. Request Council Approval to execute Service Authorization #3 for JAT Consulting Services, Inc. to finalize the FY21 budget remainder of FY21 in an amount not to exceed \$65,000 (City Manager)

Minutes:

Item approved as a part of Consent Agenda.

19. Request Council Approval authorizing the City Manager to execute the contract between the City of South Fulton and the Atlanta Regional Commission (ARC) for the purpose of beginning the Old National LCI update with a required match of \$30,000 (CDRA)

Minutes:

Item approved as a part of Consent Agenda.

20. Request Council Approval authorizing the City Manager to enter into a Memorandum of Understanding with Siloam Church International and WestCare Georgia, Inc. to create a cross sector partnership to reduce community-based crime in the City of South Fulton and receive potential grant funding from the Byrne Criminal Justice Innovation Program (BCJI) totaling \$80,000 over three years (Police)

Minutes:

Item approved as a part of Consent Agenda.

21. Request Council approval to accept a monetary donation up to \$14,000 from the City of Atlanta and Fulton County Recreation Authority (AFCRA) to offset the cost to purchase and install a swim competition clock system for the Natatorium at Welcome All Park with a City of South Fulton cost not to exceed \$9,797 (Parks, Recreation and Cultural Affairs)

Minutes:

Item approved as a part of Consent Agenda.

22. Request Council approval authorizing the Mayor to execute the Instructor/Service Contract for a term of one year between the City of South Fulton and Vernita Hardy for visual art instruction at the Southwest Arts Center (Parks, Recreation and Cultural Affairs)

Minutes:

Item approved as a part of Consent Agenda.

23. Request Council approval authorizing the Mayor to execute the Instructor/Service Contract for a term of one year between the City of South Fulton and Adegoriola Abodunrin for visual art instruction at the Southwest Arts Center (Parks, Recreation and Cultural Affairs)

Minutes:

Item approved as a part of Consent Agenda.

24. Request Council approval authorizing the Mayor to execute the Instructor/Service Contract for a term of one year between the City of South Fulton and Andala Curd for sewing instruction at the Southwest Arts Center (Parks, Recreation and Cultural Affairs)

Minutes:

Item approved as a part of Consent Agenda.

25. Request Council approval authorizing the Mayor to execute the Instructor/Service Contract for a term of one year between the City of South Fulton and Brittany Mitchell for yoga instruction at the Southwest Arts Center (Parks, Recreation and Cultural Affairs)

Minutes:

Item approved as a part of Consent Agenda.

26. Request Council approval authorizing the Mayor to execute the Instructor/Service Contract for a term of one year between the City of South Fulton and Dionne Ledbetter for music instruction at the Southwest Arts Center (Parks, Recreation and Cultural Affairs)

Minutes:

Item approved as a part of Consent Agenda.

27. Request Council approval authorizing the Mayor to execute the Instructor/Service Contract for a term of one year between the City of South Fulton and Judy Shaw Simon for language art instruction at the Southwest Arts Center (Parks, Recreation and Cultural Affairs)

Minutes:

Item approved as a part of Consent Agenda.

28. Request Council approval authorizing the Mayor to execute the Instructor/Service Contract for a term of one year between the City of South Fulton and Kayla Parker for theatre instruction at the Southwest Arts Center (Parks, Recreation and Cultural Affairs)

Minutes:

Item approved as a part of Consent Agenda.

29. Request Council approval authorizing the Mayor to execute the Instructor/Service Contract for a term of one year between the City of South Fulton and Theresa Mingo for music, visual art and dance instruction at the Southwest Arts Center (Parks, Recreation and Cultural Affairs)

Minutes:

Item approved as a part of Consent Agenda.

30. Request Council approval authorizing the Mayor to execute the Instructor/Service Contract for a term of one year between the City of South Fulton and Total Dance for dance instruction at the Southwest Arts Center (Parks, Recreation and Cultural Affairs)

Minutes:

Item approved as a part of Consent Agenda.

31. Request Council approval authorizing staff to award Russell Landscape the contract to provide Grounds Maintenance and Chemical Treatment Services in an amount not to exceed \$384,506 as the lowest, most responsive and responsible bidder to ITB 21-007 (Procurement)

Minutes:

Item approved as a part of Consent Agenda.

32. Request Council Approval of A Resolution To Become A Partner In The One Million Trees Initiative To Support The Efforts Organized By Trees Atlanta To Preserve Metro Atlanta's Tree Canopy; And For Other Purposes. **(Councilmember Rowell)**

Minutes:

Item approved as a part of Consent Agenda.

33. Request Council Approval Of A Resolution To Promote Redevelopment And Revitalization Within The City; Initiating Efforts For State Opportunity Zone Incentives; And For Other Purposes. **(Councilmember Gilyard)**

Minutes:

Item approved as a part of Consent Agenda.

34. Request Council Approval of A Resolution Adopting A Records Management Plan and For Other Lawful Purposes **(Mayor Pro Tem Willis)**

Minutes:

Item approved as a part of Consent Agenda.

X. Previous Agenda Items

35. 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 **(Mayor Edwards)**

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to approve 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

The motion was approved 6-0. Councilmember Gilyard was absent.

36. Second Reading and Request Council Approval of An Ordinance To Require Cloth Face Covering Or Masks To Be Worn In The City Of South Fulton While Indoors To Help Combat The Spread Of COVID-19 And For Other Purposes **(Mayor Edwards)**

Motion (Approve): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 1 Baker

Not Voting: 1 Gilyard

Minutes:

A motion was made to approve the Second Reading of An Ordinance To Require Cloth Face Covering Or Masks To Be Worn In The City Of South Fulton While Indoors To Help Combat The Spread Of COVID-19.

The motion was approved 5-0-1. Councilmember Baker abstained. Councilmember Gilyard was absent. Councilmember Baker abstained due to his belief that the City cannot provide K95 masks to the public and protect the public properly. Additionally, there is ambiguity regarding whether masks are required while playing sports or eating.

37. Third Reading and Request Council Approval of 2021 Millage Rate Ordinance (Finance)

Motion (Approve): Councilmember Willis

Second: Councilmember Baker

[Motion Approved]

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

Nay: 0

Abstain: 1 khalid

Not Voting: 1 Gilyard

Minutes:

A motion was made to approve the Third Reading of An 2021 Millage Rate Ordinance setting the 2021 Millage Rate at 12.899 mills.

The motion was approved 5-0-1. Councilmember khalid abstained. Councilmember Gilyard was absent. Councilmember khalid abstained due to his unresolved questinos regarding planes

38. Second Reading and Request Council Approval of An Ordinance to Amend Title 3, Building Regulations, Chapter 3, Miscellaneous Provisions of the Code of Ordinances, City of South Fulton, GA to provide for a requirement for Inspections of Multifamily Rental Housing (**Councilmember Rowell**)

Motion (Approve): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to approve the Second Reading of An Ordinance to Amend Title 3, Building Regulations, Chapter 3, Miscellaneous Provisions of the Code of Ordinances, City of South Fulton, GA to provide for a requirement for Inspections of Multifamily Rental Housing.

The motion was approved 6-0. Councilmember Gilyard was absent.

39. Second Reading and Request Council Approval of An Ordinance to Amend Title 1, Administration, Chapter 3, Mayor and Council, Sections 13008 and 13009, Designated As Reserved under the City of South Fulton Code of Ordinances to Provide for a Plan of Defense for Officers and Employees, Payment of Claims and Judgements and the Selection of Outside Counsel (**Councilmember Rowell**) (Item HELD July 27, 2021 Regular Council Meetings)

Motion (Approve): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

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

Nay: 1 khalid

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to approve the Second Reading of An Ordinance to Amend Title 1, Administration, Chapter 3, Mayor and Council, Sections 13008 and 13009, Designated As Reserved under the City of South Fulton Code of Ordinances to Provide for a Plan of Defense for Officers and Employees, Payment of Claims and Judgements and the Selection of Outside Counsel.

The motion was approved 5-1. Councilmember khalid voted in opposition. Councilmember

XI. Agenda Items

40. Request for Council Approval of a Special Use Permit for a Concert at Wolf Creek Amphitheater on Saturday, August 28, 2021 and Sunday, August 29, 2021 (Community Development and Regulatory Affairs (CDRA))

Motion (Approve): Councilmember Baker

Second: Councilmember Gumbs

[Motion Not Carried]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve Special Use Permits for Concerts at Wolf Creek Amphitheater on Saturday, August 28, 2021 and Sunday, August 29, 2021.

The motion was not carried.

Motion (Hold): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A substitute motion was made to hold this item until after the Executive Session.

The motion was approved 6-0. Councilmember Gilyard was absent.

Motion (Approve w/ Conditions): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

Yea: 4 Baker, Gumbs, Rowell, Willis

Nay: 1 Reeves

Abstain: 1 khalid

Not Voting: 1 Gilyard

Minutes:

Later in the meeting:

A motion was made to approve Special Use Permits for Concerts at Wolf Creek Amphitheater on Saturday, August 28, 2021 and Sunday, August 29, 2021 contingent upon Fulton County committing in writing to the transfer of ownership of Wolf Creek Amphitheater to the City of South Fulton by September 30, 2021.

The motion was approved 4-1-1. Councilmember Reeves voted in opposition. Councilmember khalid abstained. Councilmember Gilyard was absent. Councilmember khalid abstained due to his belief that this vote places priority on entertainment instead of sidewalks.

Motion (Approve w/ Conditions): Councilmember khalid

Second: Councilmember Reeves

[Motion Failed]

Yea: 3 Baker, khalid , Reeves

Nay: 2 Gumbs, Willis

Abstain: 1 Rowell

Not Voting: 1 Gilyard

Minutes:

A substitute motion was made to approve Special Use Permits for Concerts at Wolf Creek Amphitheater on Saturday, August 28, 2021 and Sunday, August 29, 2021 contingent upon the following conditions:

- **Fulton County committing in writing to the transfer of ownership of Wolf Creek Amphitheater to the City of South Fulton by September 30, 2021**
- **Fulton County providing \$5 million dollars to the City of South Fulton for the Old National Highway Sidewalk and Enon Road Sidewalk Projects and Road Resurfacing for Fulton Industrial Boulevard Corridor.**

The motion failed for a lack of four affirmative votes. 3-2-1. Councilmembers Willis and Gumbs voted in opposition. Councilmember Rowell abstained. Councilmember Gilyard was absent. Councilmember Rowell abstained due to her belief that these matters should have been discussed individually when the Council reviewed the complete IGA.

-
41. Request Council Approval Of A Resolution Authorizing The Creation Of A Task Force Committee To Review And Research Potential City Street Names Associated With The Confederacy And Recommend Any Renaming Of Streets To City Council; And For Other Purposes **(Councilmember Gumbs)**

Motion (Approve): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 1 Gilyard

Minutes:

A motion was made to approve A Resolution Authorizing The Creation Of A Task Force Committee To Review And Research Potential City Street Names Associated With The Confederacy And Recommend Any Renaming Of Streets To City Council.

Councilmember Willis requested to be added as a co-sponsor.

The motion was approved 6-0. Councilmember Gilyard was absent.

42. Request Council Approval of A Resolution Establishing A Committee For The Purpose of Naming and Renaming of Public Facilities Or Infrastructures And For Other Purposes **(Mayor Pro Tem Willis)**

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

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 1 Gilyard

Minutes:

A motion was made to approve A Resolution Establishing A Committee For The Purpose of Naming and Renaming of Public Facilities Or Infrastructures.

The motion was approved 6-0. Councilmember Gilyard was absent.

43. First Reading of An Ordinance Establishing A Code of Ethics And For Other Lawful Purposes **(Councilmember Reeves)**

Minutes:

First Read.

Councilmember Rowell requested that the City Attorney review and recommend which sections to strike from the legislation that may be in conflict with the City Charter.

44. First Reading of An Ordinance to Amend Title 5, Zoning and Planning, Chapter 2, Subdivision Regulations and Appendix C, Zoning, Article 8, Procedures and Permits, Section 807, Certificate of Occupancy of the Code of Ordinances, City of South Fulton, GA to regulate the Leasing or Rental of Newly Developed Single Family Residential Homes (**Councilmember Rowell**)

Minutes:

First Read

45. **PUBLIC HEARING** - Resolutions Approving the Exercise of Eminent Domain at the following parcels on Danforth Road: Parcel IDs 14F0028 LL0244 and 14F0028 LL0210 for the purpose of completing the Danforth Road Sidewalk Project T-260

Minutes:

Public Hearing Held after first Executive Session at 6:07 PM. No speakers provided public comment.

46. Request Council Approval of A Resolution to Authorize the Use of Eminent Domain to Acquire Real Property Interests Necessary to Complete the Danforth Road Sidewalk Project T-260 Parcel 19; To Authorize the City of South Fulton, Georgia to Condemn Said Property Interests Where Necessary; and for Other Lawful Purposes

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 2 khalid , Willis

Minutes:

A motion was made to approve A Resolution to Authorize the Use of Eminent Domain to Acquire Real Property Interests Necessary to Complete the Danforth Road Sidewalk Project T-260 Parcel 19; To Authorize the City of South Fulton, Georgia to Condemn Said Property Interests Where Necessary.

The motion was approved 5-0. Councilmembers Willis and khalid did not vote. Councilmember Gilyard was absent.

47. Request Council Approval of A Resolution to Authorize the Use of Eminent Domain to Acquire Real Property Interests Necessary to Complete the Danforth Road Sidewalk Project T-260 Parcel 21; To Authorize the City of South Fulton, Georgia to Condemn Said Property Interests Where Necessary; and for Other Lawful Purposes

Motion (Approve): Councilmember Rowell

Second: Councilmember Reeves

[Motion Approved]

Yea: 6 Baker, Gilyard, Gumbs, Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 1 khalid

Minutes:

A motion was made to approve A Resolution to Authorize the Use of Eminent Domain to Acquire Real Property Interests Necessary to Complete the Danforth Road Sidewalk Project T-260 Parcel 21; To Authorize the City of South Fulton, Georgia to Condemn Said Property Interests Where Necessary.

The motion was approved 6-0. Councilmember khalid did not vote. Councilmember Gilyard was absent.

XII. Executive Session

Motion (Recess): Councilmember Rowell

Second: Councilmember Baker

[Motion Approved]

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

Nay: 1 khalid

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to recess for an Executive Session to discuss Real Estate, Litigation and Personnel at 5:38 PM.

The motion was approved 5-1. Councilmember khalid voted in opposition. Councilmember Gilayrd was absent.

Motion (Reconvene): Councilmember Baker

Second: Councilmember Gumbs

[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0
Abstain: 0
Not Voting: 1 Gilyard

Minutes:

A motion was made to reconvene from Executive Session at 6:07 PM.

The motion was approved 6-0. Councilmember Gilyard was absent.

Motion (Recess): Councilmember Reeves
Second: Councilmember Gumbs
[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 1 Gilyard

Minutes:

A motion was made to recess for an Executive Session to discuss Real Estate, Litigation and Personnel at 6:13 PM.

The motion was approved 6-0. Councilmember Gilayrd was absent.

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

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 1 Gilyard

Minutes:

A motion was made to reconvene from Executive Session at 6:50 PM.

The motion was approved 6-0. Councilmember Gilyard was absent.

XIII. Adjournment of Meeting

Motion (Adjourn): Councilmember Willis
Second: Councilmember Reeves
[Motion Approved]

Yea: 6 Baker, Gumbs, khalid , Reeves, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 1 Gilyard

Minutes:

A motion was made to adjourn the Regular Meeting at 6:55 PM.

The motion was approved 6-0. Councilmember Gilyard was absent.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Work Session Minutes from September 14, 2021

DATE: September 28, 2021

SUBJECT: Request Council Approval of City Council Work Session Minutes from September 14, 2021

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_WS_2021_9_14_Meeting_Draft	Cover Memo	9/24/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - WORK SESSION
Tuesday, September 14, 2021, 4:00 PM



COUNCIL WORK SESSION MEETING MINUTES

I. Call to Order

Minutes:

The Work Session was called to order by Mayor William Edwards at 4:00 PM.

The meeting is being conducted under special emergency circumstances due to the COVID-19 (also known as the Coronavirus) pandemic. City Council members and staff are participating via conference call (Zoom). The meeting is being simulcast in real-time via the City's YouTube channel.

Mayor Edwards left the meeting at 4:25 PM.

II. Roll Call

Attendee Name	Title	Status	Arrived
William "Bill" Edwards	Mayor	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Naeema Gilyard	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present	
khalid kamau	District 6 Councilmember	Present	
Mark Baker	District 7 Councilmember	Present	4:04 PM

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

III. Presentations

1. American Rescue Plan Funding – Terrell Jacobs, Georgia Municipal Association (GMA)

Minutes:

Terrell Jacobs with the Georgia Municipal Association presented an American Rescue Plan Funding Update.

The presentation was followed by a question and discussion period.

Mayor Pro Tem requested that staff identify the amount of ARPA funds allocated to the Fulton County school system.

2. Urban Redevelopment Agency (URA) Update – Antonio Valenzuela, Director, Department of Public Works

Minutes:

Antonio Valenzuela, Director, Department of Public Works presented an Urban Redevelopment Agency (URA) Update.

The presentation was followed by a question and discussion period.

The City Manager committed to provide an updated timeline for the Parks Master Plan.

3. City of South Fulton's 2021 Comprehensive Plan Update – Jared Lombard, Atlanta Regional Commission (ARC)

Minutes:

Jared Lombard, Atlanta Regional Commission (ARC) presented City of South Fulton's 2021 Comprehensive Plan Update.

The presentation was followed by a question and discussion period.

Councilmember khalid requested that Mr. Lombard provide the demographic data of the citizens who completed the Comprehensive Plan survey.

Mayor Pro Tem Willis requested that staff ensure that future meetings do not conflict with other City meetings.

IV. Monthly Reports

4. Finance Monthly Report - Rachel Bembry, Interim Finance Director

Minutes:

Report presented by Interim Finance Director, Rachel Bembry.

The presentation was followed by a question and discussion period.

Councilmember khalid requested that Ms. Bembry provide peer city comparisons regarding spending between personnel and operations.

5. City Attorney Monthly Report - Vincent Hyman, City Attorney

Minutes:

Attorney Hyman indicated his report involves items which would be more appropriate for Executive Session.

6. City Manager Monthly Report - Tammi Saddler Jones, City Manager

Minutes:

City Manager, Tammi Saddler Jones presented her recommendations for the American Rescue Plan Act funding for the City.

The presentation was followed by a question and discussion period.

Councilmember Rowell requested that the Development Authorities provide at minimum quarterly updates to the City Council.

Mayor Pro Tem Willis would like a full accounting of the initial \$200,000 allocated to the South Fulton Development Authority. Additionally, Mayor Pro Tem Willis would like full financial transparency and minutes available for public review for both Development Authorities. Lastly, Mayor Pro Tem Willis requested that IGAs for the Development Authority and Downtown Development Authority be presented at the next Council Meeting for review.

V. Executive Session (if needed)

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

Minutes:

No Executive Session was conducted.

VI. Adjournment of Meeting

Motion (Adjourn): Councilmember Baker

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the Work Session at 6:28 PM.

The motion was approved 6-0. Councilmember Gilyard did not vote.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Zoning Public Hearing Minutes from September 14, 2021

DATE: September 28, 2021

SUBJECT: Request Council Approval of City Council Zoning Public Hearing Minutes from September 14, 2021

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_ZPH_2021_9_14_Meeting_Draft	Cover Memo	9/24/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - ZONING PUBLIC HEARINGS
Tuesday, September 14, 2021, 6:00 PM



SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

Minutes:

The Zoning Public Hearings was called to order by Mayor Pro Tem Helen Willis at 6:29 PM.

The meeting is being conducted under special emergency circumstances due to the COVID-19 (also known as the Coronavirus) pandemic. City Council members and staff are participating via conference call (Zoom). The meeting is being simulcast in real-time via the City's YouTube channel.

2. Roll Call

Minutes:

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

Following the roll call by the City Clerk, a quorum was established. Mayor William Edwards was absent from the meeting.

3. Agenda Items (For Presentation and Public Hearing Only)

- 1. Z21-012: Council to consider a rezoning at 0 Stonewall Tell for the purpose of developing an age targeted single family subdivision (DISTRICT 2)**

Minutes:

Zoning staff advised that the applicant requests to defer the case until the next Zoning Public Hearing date in October.

4. Executive Session

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

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

Motion (Recess): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made at 6:34 PM to recess for an Executive Session for Real Estate, Litigation and Personnel.

The motion was approved unanimously.

Motion (Reconvene): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

Yea: 6 Baker, Gilyard, Gumbs, Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 1 khalid

Minutes:

A motion was made to reconvene from Executive Session at 8:00 PM.

The motion was approved 6-0. Councilmembers khalid did not vote. Mayor Edwards was absent.

5. Adjournment of Meeting

Motion (Adjourn): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

Yea: 6 Baker, Gilyard, Gumbs, Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 2 Edwards, khalid

Minutes:

A motion was made to adjourn the Zoning Public Hearings at 8:01 PM.

The motion was approved 6-0. Councilmember khalid did not vote.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council FY2022 Department Budget Hearings from August 17, 2021 and August 19, 2021

DATE: September 28, 2021

SUBJECT: Request Council Approval of City Council FY2022 Department Budget Hearings from August 17, 2021 and August 19, 2021

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council FY 2022 Budget Public Hearings Minutes from September 8, 2021 and September 15, 2021

DATE: September 28, 2021

SUBJECT: Request Council Approval of City Council FY 2022 Budget Public Hearings Minutes from September 8, 2021 and September 15, 2021

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_BH_2021_9_15_Meeting_Draft	Cover Memo	9/24/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - FY2022 BUDGET PUBLIC HEARING
Wednesday, September 15, 2021, 6:00 PM



SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

Minutes:

The meeting was called to order by Mayor William Edwards at 6:00 PM.

The meeting is being conducted under special emergency circumstances due to the COVID19 (also known as the Coronavirus) pandemic. City Council members and staff are participating via conference call (Zoom). The meeting is being simulcast in realtime via the City's YouTube channel.

2. Roll Call

Minutes:

Attendee Name	Title	Status	Arrived
William "Bill" Edwards	Mayor	Present	
Catherine F. Rowell	District 1 Councilmember	Present	6:32 PM
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Naeema Gilyard	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present	
khalid kamau	District 6 Councilmember	Present	6:04 PM
Mark Baker	District 7 Councilmember	Present	

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

3. Agenda Items

1. **PUBLIC HEARING** - 2nd Reading and Request Council Approval of 2022 Budget Ordinance (Finance)

Minutes:

Presentation made by Rachel Brembry, Interim Finance Director, regarding the

FY2022 Proposed Budget and Ordinance.

Public Hearing Held. Three speakers provided public comments.

Shanita Hall, District 3: Support adequate funding for Wolf Creek Amphitheater and surrounding areas

Angela James, District 2: Support adequate funding for Planning Department and for the proposed City Town Center Plan

Kendra Owens, District 3: Support adequate funding for public works and parks and recreation services. Request better communication with senior adults

Motion (Approve as Amended): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 1 khalid

Abstain: 1 Gilyard

Not Voting: 0

Minutes:

A motion was made to approve the FY2022 Budget Ordinance as amended.

The City Manager was directed to provide funding for City Council retreats from the contingency fund.

The motion was approved 5-1-1. Councilmember khalid voted in opposition. Councilmember Gilyard abstained based upon her stated conflict due to the proposed budget moving \$8.2 million from contingency to the capital budget.

4. Adjournment of Meeting

Motion (Adjourn): Councilmember Willis

Second: Councilmember Baker

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the Special Called Meeting at 6:51 PM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Z20-008: Council to consider a rezoning from AG-1 (Agricultural) to CUP (Community Unit Plan) for property located at 7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd

DATE: September 28, 2021

SUBJECT: Z20-008: Council to consider a rezoning from AG-1 (Agricultural) to CUP (Community Unit Plan) for property located at 7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z20-008	Cover Memo	9/24/2021
Z20-008 7195 Butner Rd staff report FINAL FOR COUNCIL 8.24.21	Cover Memo	9/24/2021

Z20-008

Rezoning Request

**7195 Butner, o W Stubbs,
and 3315 W Stubbs Rd.**

City Council Meeting
City of South Fulton
August 24, 2021



Z20-008: 7195 Butner, o W Stubbs, and
3315 W Stubbs Rd.

- Case was deferred from the July 27th Council meeting
- Planning Commission recommendation was for approval
- Staff recommendation is for approval

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER



SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT &
REGULATORY AFFAIRS

MEMORANDUM

TO: City Planning Commission
FROM: Planning & Zoning Division
SUBJECT: Z20-008 for 7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd
MEETING DATE: August 24, 2021

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

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Michele Battle for Proterra Development L.L.C. 133 Johnson Ferry Rd Ste 115 Marietta, GA, 30068-4923
Status of Applicant:	Owner of property; intent is to rezone for residential development
City Council District(s):	District 2
Parcel ID Number:	14F 0155 LL 0579, 14F 0155 LL 0538, 14F 0155 LL 0603
Area of Property:	65.9 of 83.30 total acres
Current/Past Use of the Property:	Undeveloped
Prior Zoning Cases/History:	None
Surrounding Zoning:	<u>North</u> : CUP and AG-1 <u>South</u> : CUP and AG-1 <u>East</u> : CUP, AG-1, and R-3 <u>West</u> : CUP and AG-1
2035 Future Land Use Designation:	<u>Character Type</u> : Rural Neighborhood <u>Land Uses</u> : Agricultural, Forestry and Estate Residential, Residential 1 Unit or Less per acre, 1 to 2 Units per acre, Open Space, Public, Semi-Public and Institutional <u>Zonings</u> : R-2A, CUP, NUP
Compatibility to the Fulton County 2035 Comprehensive Plan:	Yes. The proposed density is in line with the Future Land Use Plan guidelines, and the proposed zoning is allowed.
Overlay District:	Clifftondale
Public Utilities:	Water service is provided to this site by City of Atlanta. Sewer service is available to the site by Fulton County. Any extension of sewer service is the responsibility of the developer.
Public Services:	Police and fire services are available to the site by the City of South Fulton.

Transportation:

Street: Butner Rd

Classification: Collector Road

Public Transit: Not served by MARTA

Bike/Pedestrian Access: No sidewalk or bicycle lanes

Parking Required (Retail/Service Stations): N/A

MAPS

City of South Fulton Zoning, Future Land Use, and Aerial Map:

(see attached)

Proposed Site Plan:

(see attached)

PUBLIC PARTICIPATION

A virtual meeting was held December 7th via Zoom. The report is attached.

The applicants have also held several extra community meetings for residents of both adjoining Council Districts. They have also met with the Councilmembers.

ZONING IMPACT ANALYSIS

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

Yes. This proposal is for a future low to medium density residential development. The property borders similar residential developments.

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

No. The proposed future development is similar to what has already been built in the area. It would fit in appropriately and would not affect any existing use.

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

No. The current zoning of the property significantly limits its use; other zoning classifications are suitable for the area and provide a higher and/or more relevant economic use.

Z20-008 for 7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd

August 24, 2021

Page 3 of 5

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

No. The proposal is for a future medium to low density residential area that would not be significantly impactful to the existing infrastructure. These developments are not of a size to where streets or transportation in the area would be overburdened. Current utility infrastructure is sufficient for this proposal, including what is already in the area. Future needed infrastructure improvements for the site would be paid for by the developer

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

Yes. CUP zoning is specifically allowed in the Future Land Use Plan, and the proposed density of 132 lots in 65.9 acres (2 per acre) is within the Rural Neighborhood guidelines.

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

No. There are no other pertinent conditions or concerns with this site.

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

No. The uses allowable under this zoning are suitable for the area, and any site environmental concerns would have to be addressed in any development plan.

STAFF COMMENTS

Engineering: Engineering was invited to the pre-application meeting before the application was submitted and provided comments at that time.

Environmental: Requested information, none provided.

Public Works: Requested information, none provided.

Transportation: Requested information, none provided. A traffic study was submitted by the applicants. It did not find significant new impact from this proposal, and existing infrastructure is capable of handling increased traffic.

MARTA: Requested information, none provided.

Fulton County Health Department: Requested information, none provided.

Fulton County Schools: Requested information, none provided.

Fire: The Fire Marshall was invited to the pre-application meeting before the application was submitted and provided comments at that time.

Legal: Requested information, none provided.

PLANNER'S RECOMMENDATION

Approval. This development is highly suitable for the area. It would be an improvement to the site and is in line with the Future Land Use map and existing development.

The proposed conditions are attached.

Any specific concerns with the livability of the development would be considered when the applicant requested their Land Disturbance permits.

PLANNING COMMISSION RECOMMENDATION

TBD

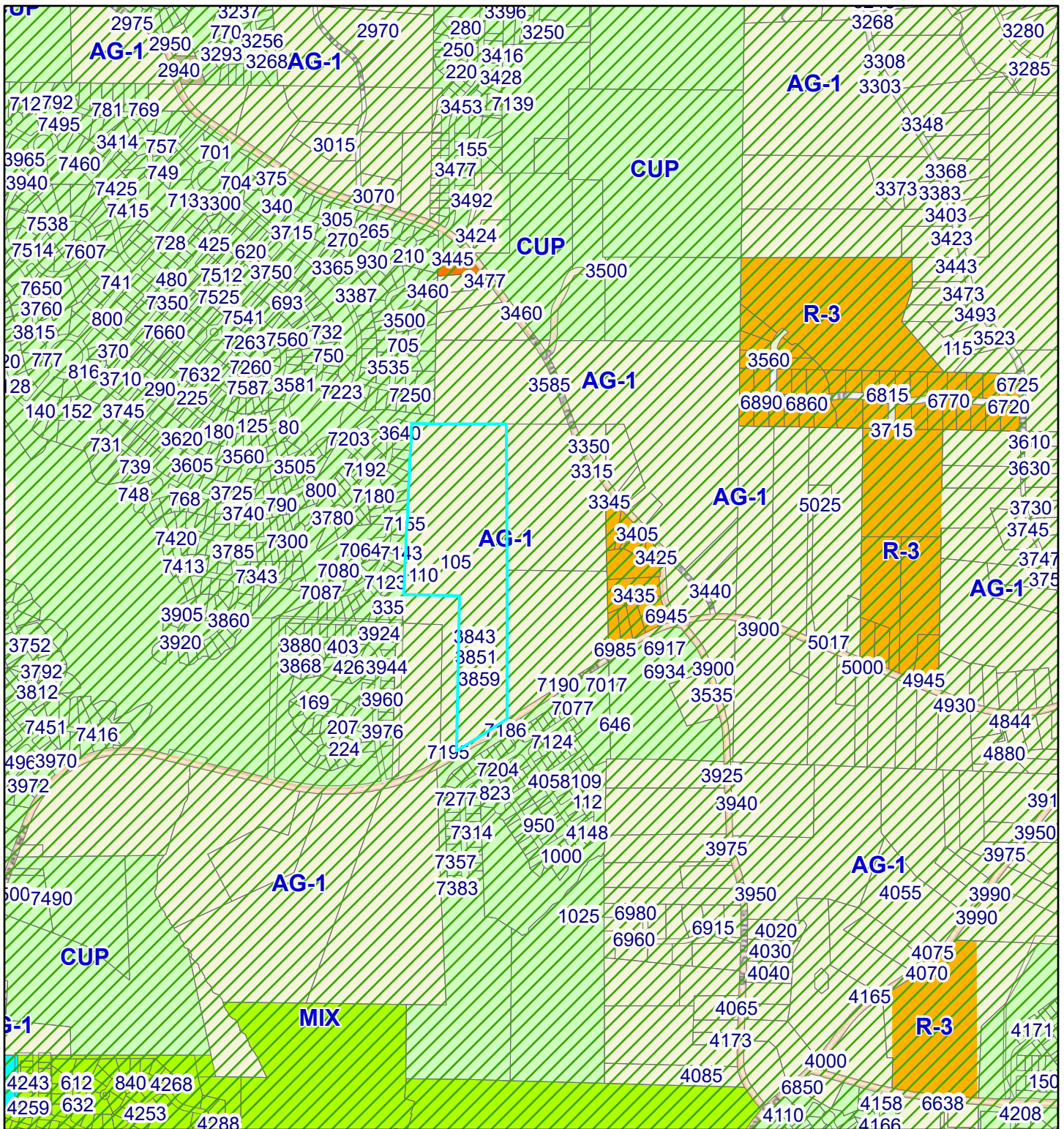
PREPARED BY: Nathan Mai-Lombardo, Planning and Zoning Administrator**REVIEWED BY:** Shayla Reed, Director, CDRA

PROPOSED CONDITIONS FOR PROTERRA
CUP Revised 4.5.2021

1. The use of the Subject Property shall be used for the development of no more than 132 single-family detached homes in general conformity with the Site Plan attached as Exhibit “A”, subject to any modification required by the City of South Fulton’s Land Development Department to be in conformity with the City’s land development regulations.
2. The minimum square footages shall be as follows:

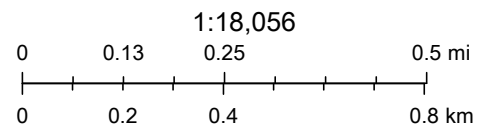
1-story ranch units: 2,000 sq. ft.
2-story units: 2,700 sq. ft.
3. The community shall have an internal sidewalk system on both sides of the street, which system connects into the public sidewalk system to be installed along Butner Road and W. Stubbs.
4. The recreational area shall include a swimming pool, clubhouse, walking trails, and outdoor activity space.
5. An amenity area shall be developed prior to the recording of the final plat for the community, which amenity area shall include at a minimum a heated club house and pool.
6. A 50ft undisturbed buffer shall be maintained along Butner Road and W. Stubbs
No more than 1 exit/entrance shall be located on Butner Road and on W. Stubb
7. No lot shall be allowed direct access from Butner Road or W. Stubbs Road
8. Each unit shall have at 2-car garage
9. Exterior facades shall consist of a combination of materials, including, hardiplank, brick, stone, stucco, fiber cementitious shingles, board and batten, or other masonry material, with a brick water table on all four sides of each home. The use of vinyl and aluminum siding shall be strictly prohibited, except for architectural trim, soffits, or other similar details).
10. All undisturbed buffers, recreational areas, and other unbuildable spaces that is not a part of a platted lot, shall be owned and maintained by a mandatory homeowner’s association, whose proposed documents of incorporation shall be submitted to the Director of the Community Development Department for review and approval prior to the recording of the first final plat.
11. A subdivision monument sign shall be located at the entrance on W. Stubbs and shall be landscaped and maintained by the mandatory homeowner’s association.

COSF ArcGIS Web Map



3/22/2021, 2:25:48 PM

- Address Points
- Overlay Districts
- County Parcels All
- City Limits
- Current Zoning
- AG-1 (Agricultural)
- CUP (Community Unit Plan)
- MIX (Mixed Use)
- R-3 (Single Family Dwelling)
- R-3A (Single Family Dwelling)
- R-4 (Single Family Dwelling)
- TR (Townhouse Residential)



Esri, HERE, Garmin, INCREMENT P, NGA, USGS

This map displays a region with a complex network of roads and numerous numerical labels, likely representing house numbers or road identifiers. A red rectangle highlights a specific area in the center-left of the map. The map includes a grid of latitude and longitude lines, and a scale bar at the bottom.

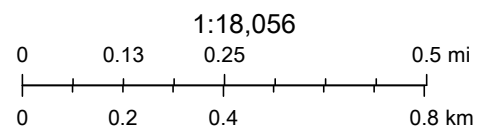
The highlighted area (red rectangle) contains the following numerical labels:

- 7203
- 3640
- 7192
- 800
- 7180
- 3780
- 7155
- 7064
- 7143
- 105
- 7123
- 110
- 335
- 7087
- 7080
- 3880
- 403
- 3868
- 426
- 3944
- 3924
- 3960
- 207
- 3976
- 224
- 7195
- 7186
- 7124
- 7077
- 7017
- 7190
- 646
- 3843
- 3851
- 3859
- 7204
- 823
- 7277
- 7314
- 7357
- 7383
- 950
- 4148
- 1000
- 1025
- 6980
- 6960
- 6915
- 4020
- 4030
- 4040
- 4065
- 4173
- 4000
- 4055
- 4075
- 4070
- 4165
- 4171
- 157

Address Points City Limits

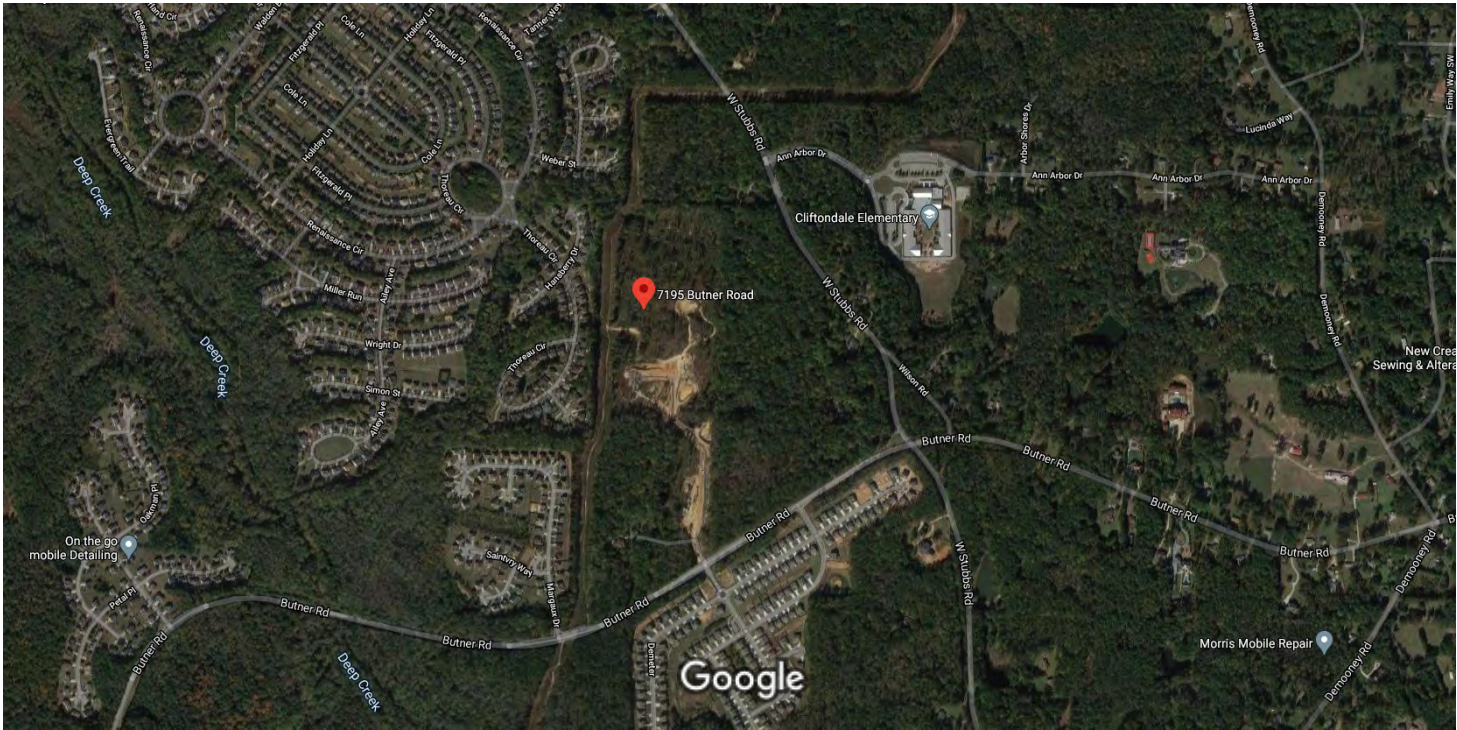
Overlay Districts 2035 Future Land Use

County Parcels All Rural Neighborhood



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City of South Fulton | September 28, 2021

Google Maps 7195 Butner Rd



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2020 500 ft



7195 Butner Rd
College Park, GA 30349

- Directions
- Save
- Nearby
- Send to your phone
- Share

M94H+89 College Park, Georgia

Photos

Elevation "J"



Elevation "K"



Elevation "L"

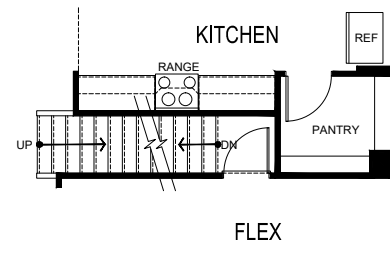
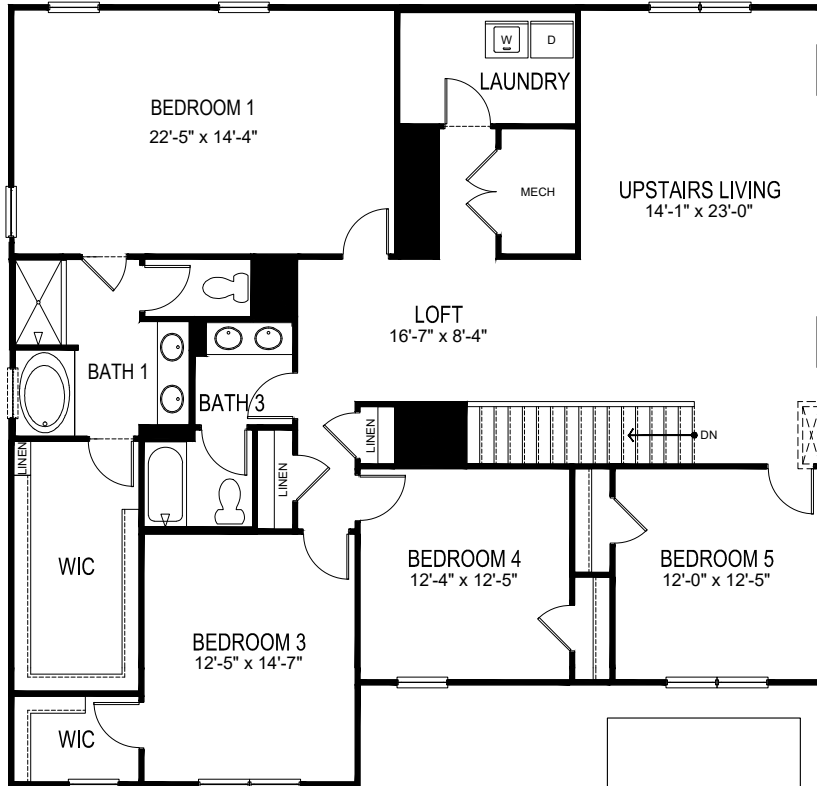


The Jadyn

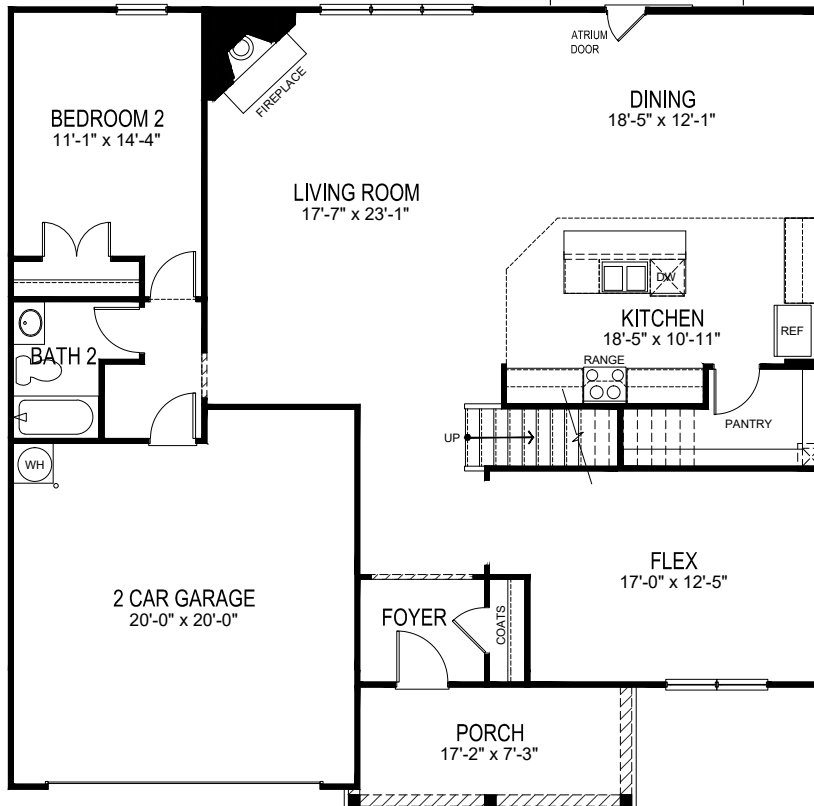
5 Bedrooms | 3.5 Bathrooms | Two-Car Garage

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Stairs at Opt Basement



Elevation "MM"



Elevation "M"



The Mansfield

4-5 Bedroom | 3.5-4.5 Bath | 3 Car Garage

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City of South Fulton | September 28, 2021

Elevation "NM"



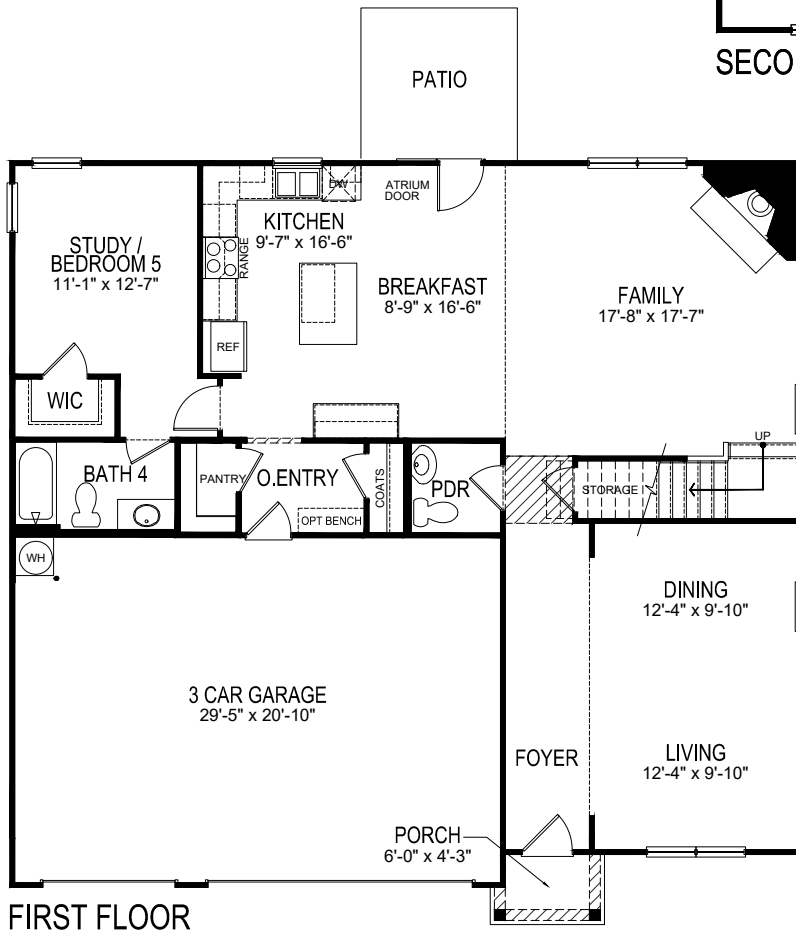
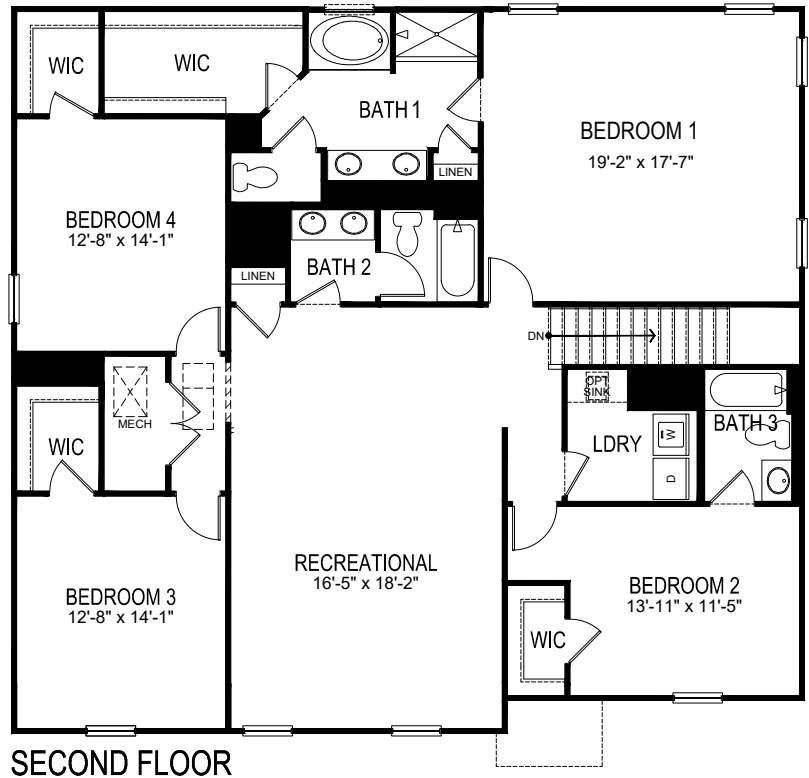
Elevation "PM"



The Mansfield

4-5 Bedroom | 3.5-4.5 Bath | 3 Car Garage

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City of South Fulton | September 28, 2021



Elevation L



Elevation J



Elevation K

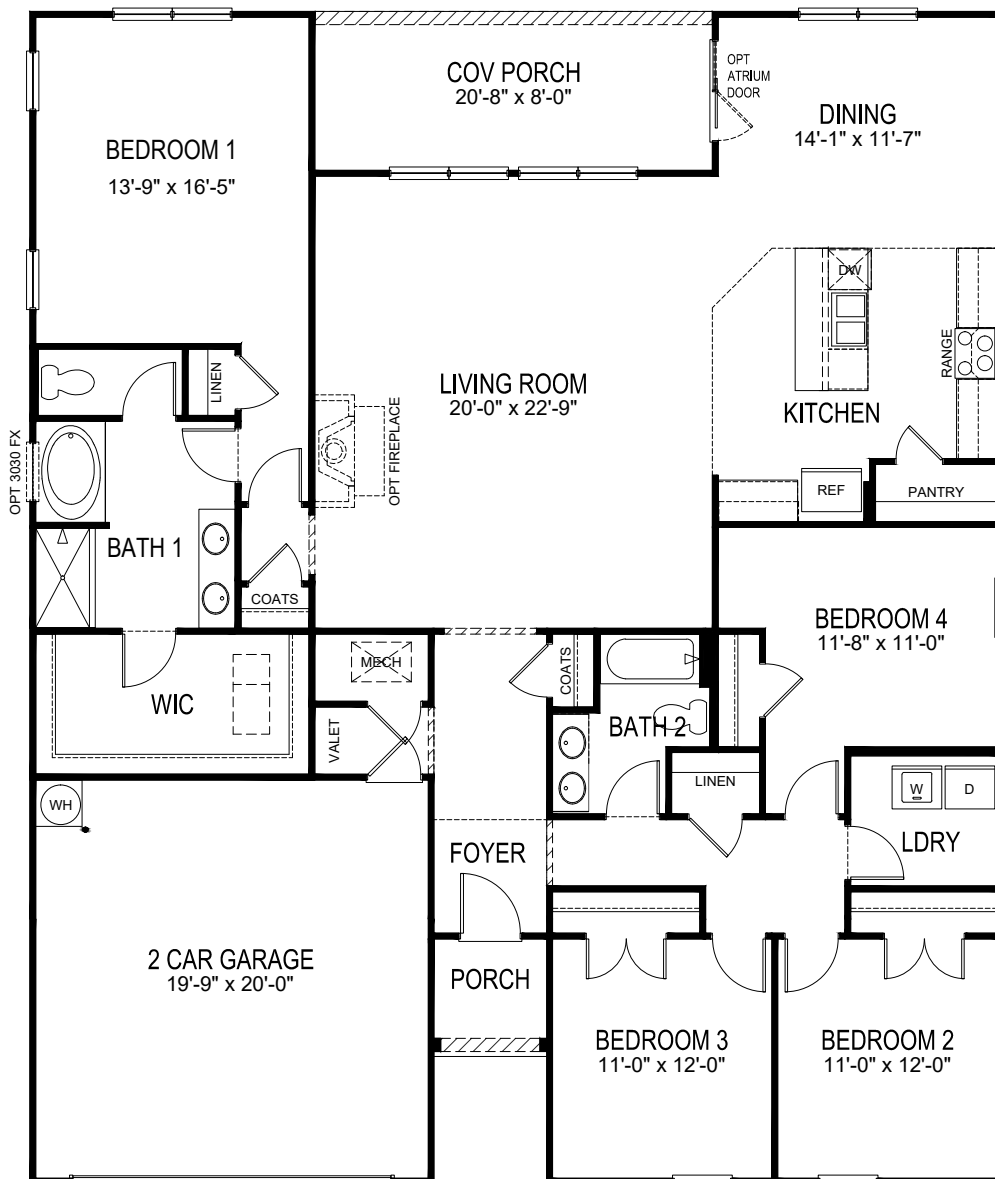


The Denton

4 Bedroom | 2 Bath | 2 Car Garage

2,250 Square Feet*

City of South Fulton | September 28, 2021



March 17, 2021

VIA EMAIL

Mr. Nathan Mai-Lombardo, Zoning Administrator
City of South Fulton
5440 Fulton Industrial Blvd., SW
Atlanta, GA 30336

Re: Z20-008 (CUP) – Rezoning of 0 & 3315 W. Stubbs Road - and -7195 Butner Road, Tax
IDs: 14F 0155 LL 0579; 14F 0155 LL 0538

Dear Nathan:

Please be advised that the Applicant is amending Z20-008 (CUP) to show no more than 132 homes at a density of 2.0 units per acre. I have enclosed the updated proposed conditions reflecting this change, along with an Amended and Restated Statement of Intent and Impact Analysis.

Regards,



Michele L. Battle

cc: Ms. Shayla Reed, Director, Planning and Zoning Division (via email)
Marissa Jackson (via email)
Dana Gray (via email)

AMENDED AND RESTATED
LETTER OF INTENT AND
IMPACT ANALYSIS

As Required by
City of South Fulton, Georgia Zoning Ordinance
For

Rezoning Application pursuant to
the City of South Fulton Zoning Ordinance

by

Proterra Development, LLC (the “Applicant”)

For

65.9 acres of land located being at
7591 Butner Road and & portions of 3315 W. Stubbs Road.

Submitted for Applicant by:

Michèle L. Battle
Battle Law, P.C.
One West Court Square, Suite 750
Decatur, Georgia 30030
(404) 601-7616 Phone
(404) 745-0045 Facsimile
mlb@battlelawpc.com

I. LETTER OF INTENT

The Applicant, Proterra Development, LLC, is seeking to acquire 65.9 acres of 83.3 acres of an assembled tract of land being 7591 Butner Road and a portion of 3315 W. Stubbs Road (collectively, the “Subject Property”) for the development of a 132 Single-Family Detached Units. The Subject Property is currently undeveloped, and is zoned AG-1, with a land use designation of Rural Neighborhood and is located within the Cliftondale Overlay District. The Applicant is seeking to rezone the Subject Property to CUP, at density of 2.0 units per acre.

II. IMPACT ANALYSIS

1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

The Subject Property is zoned AG-1 but is an area with underdeveloped properties zoned R3, which allow for up to 3 units per acre. With the continued increase in development costs and the market demand for smaller lot sizes, but not smaller house sizes, the proposed subdivision is will support the continued growth and development of area.

2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?

The proposed rezoning to CUP will not adversely affect the existing use or usability of adjacent or nearby property. The proposed rezoning will support the continued growth and development of the surrounding area.

3. Does the property to be rezoned have a reasonable economic use as currently zoned?

The Subject Property as currently zoned has no reasonable economic use. The Subject Property has not been used for agricultural purposes in decades. As currently zoned, only large lot single family homes could be built on the Subject Property, and there is currently no market in the area for large lot subdivision development. Additionally, a prior developer attempted to develop the Subject Property as currently zoned, but the project failed prior to the infrastructure being completed.

4. Will the zoning proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

First Butner Road is classified as minor arterial street and West Stubbs is classified as a major arterial street by the Georgia Department of Transportation. The Applicant is submitting with this Application a traffic study which provides that the proposed project, combined with the proposed senior community for which the Applicant is simultaneously seeking approval, will operate at acceptable service levels. With respect to the public schools in the area, there is no question that the Fulton County Public School Board will need to facilitate additional students coming into the

area, but this is not solely based upon the proposed project. This need to expand is based upon the continued growth and development of the area in which the Subject Property is located. The tax dollars generated by the Subject Property as well as the other subdivision coming into the area, provides an opportunity for the expansion of existing facilities, as well as the development of new facilities in order to accommodate the new students coming into the area. No new homes will be built before 2022, with complete build out being over a 2 year period, which is ample time for proper planning.

5. Is the zoning proposal in conformity with the policies and intent of the land use plan?

The South Fulton Comprehensive Land Use Map shows the Subject Property as having a land use designation of Rural Neighborhood. The CUP zoning designation is a permitted designation under the Rural Neighborhood. It is the Applicant's contention that the proposed project is appropriate for the area in question. While it will permit a density higher than currently allowed, the demand in the area for high quality subdivisions with smaller lots is driving the density needs of developers. Additionally, the Subject Property has frontage on a major and minor arterial road, which are suitable for this type of development. This area can no longer be deemed a rural community or area. There was a time that South Fulton was a rural agricultural area, but that time has passed. The SH land use designation provides a density bonus over and above the normal zoning density to support senior house remaining in residential communities. This project is not the typical affordable housing senior community. The Applicant is seeking to develop senior housing at market rates with a diversity of housing types, which is rare in the South Fulton community.

6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the zoning proposal?

The Subject Property is a community that is transforming from an agricultural community into a thriving residential sub-urban community. The Subject Property is part of an overall integrational living community being proposed by the Applicant. This community will provide the opportunity for young families to live in community with their aging parents, without living on top of each other. The propose project is has ample greenspace in compliance with the Clifondale Overlay District requirements, as well as usable amenity areas, including a pool and clubhouse, access to the community building to be located on the adjacent senior housing complex, as well as an integrated sidewalk system and walking trail system that will allow residents to enjoy the natural futures of land that was the former site of a rock quarry.

7. Does the zoning proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of City of South Fulton?

The rezoning will not permit any use that can be considered environmentally adverse to the natural resources, environment and citizens of the City of South Fulton.

III. NOTICE OF PRESERVATION OF CONSTITUTIONAL RIGHTS

The portions of the City of South Fulton Zoning Ordinance, facially and as applied to the Subject Property, which restrict or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the City of South Fulton Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary and capricious act by the City of South Fulton City Council without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

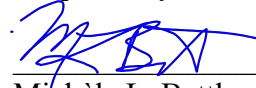
A refusal by the City of South Fulton City Council to rezone the Subject Property to the classification as requested or issue the special land use permit requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property or granting of a special land use permit subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

IV. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this Rezoning Application be approved by the City of South Fulton City Council.

This 17th day of March, 2021.

Respectfully submitted,



Michèle L. Battle
Attorney For Applicant



PUBLIC PARTICIPATION PLAN REPORT FORM E

Applicant: Proterra Petition No. _____

Date: December 8,, 2020

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

The following entities were notified of the Zoom Community Meeting: The Camden Manor
Neighborhood and Council member Naeema Gilyard

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

A zoom community meeting was held December 7, 2020 beginning at 7:00 p.m.

The Zoom connection details are as follows: Join Zoom Meeting ID: 864 3466 0633

PW: 987425

3. The following issues and concerns were expressed:

Housing prices should be raised in order to be comparable with the prices of the rest of the community.

Density would increase traffic.

Units in senior component should be modified to contain more single housing and greater square footage.

4. The applicant's response to issues and concerns was as follows:

Pricing per square footage is comparable to the housing price per square footage in the surrounding neighborhood.

Entry and exit points were distributed on either end of the neighborhood to ease congestion of residents coming and leaving.

Addition of traffic circles would lessen traffic congestion on Butner Road.

Smaller units for senior housing is on par with what is available in the market and conducive to senior lifestyle. Units were changed, removing condos and were replacing them with townhomes at the request of the community.

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

Attach additional sheets as needed.



PUBLIC PARTICIPATION PLAN REPORT FORM E

Applicant: Proterra Petition No. _____

Date: January 4, 2021

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

The following entities were notified of the Zoom Community Meeting: The Camden Village Neighborhood, the communities within a quarter mile, Councilmember Gumbs, and Councilmember Gilyard

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

When: Jan 4, 2021 06:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/https://us02web.zoom.us/join/https://us02web.zoom.us/join/tZwvdeqtpzwsE9VRHInsxsux6nmUy27XCqPtk>

3. The following issues and concerns were expressed:

Units in senior component should be modified to contain more single housing and greater square footage. Additional questions were posed concerning data and the need for senior housing.

4. The applicant's response to issues and concerns was as follows:

Pricing per square footage is comparable to the housing price per square footage in the surrounding neighborhood.

Smaller units for senior housing is on par with what is available in the market and conducive to senior lifestyle. Units were changed, removing condos which were replaced with townhomes, which would allow a variety of housing options for active adults with different needs.

Articles and the explanation of a market research for this particular development was provided to the community defending the need for senior housing within South Fulton.

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

Attach additional sheets as needed.



APPLICANT'S CHECKLIST

DOCUMENTS AND QUANTITIES REQUIRED

**ALL ITEMS ARE DUE AT THE TIME OF FILING.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

Applications will not be accepted after 3:00 PM on each due date.

ITEM #	REQUIRED ITEM	NUMBER OF COPIES	CHECK ✓
1.	Pre-Application Review Form	1 original and 2 copies	✓
2.	Site Plan Checklist	1 original and 1 copy	✓
3.	Application Form	1 original and 2 copies; plus 1 additional copy if project includes a DRI or MARTA review	✓
4.	Legal Description (8½" x 11")	4 copies	✓
5.	Deed	2 copies	✓
6.	Letter of Intent (8½" x 11")	9 copies; plus 1 additional copy if project includes a DRI or MARTA review	✓
7.	Site Plan	9 copies; plus 1 additional copy if project includes a DRI or MARTA review	✓
8.	Environmental Site Analysis	3 copies	✓
9.	Impact Analysis (8½" x 11")	3 copies	✓
10.	Disclosure Form(s)	2 copies	✓
11.	Public Participation Plan	2 copies	✓
12.	Public Participation Report	2 copies (see schedule for due date)	✓
THE FOLLOWING ITEMS MAY BE REQUIRED. SEE THE FOLLOWING INFORMATION FOR DETAILS.			
13.	Adjacent Property Owner List	1 copy	
14.	Traffic Impact Study	3 copies	
15.	Metropolitan River Protection	2 copies	
16.	Development of Regional Impact Review Form (DRI)	2 copies	
17.	Environmental Impact Report	3 copies	
18.	Noise Study Report	3 copies	
19.	Jump /Thumb drive containing the complete application	1 drive	

APPLICATION REQUIREMENTS

ALL APPLICATION SUBMITTALS MUST BE DONE IN PERSON AT 5440 FULTON INDUSTRIAL BOULEVARD BETWEEN 8:30 A.M. AND 3:00 P.M. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.



APPLICATION FOR REZONING & USE PERMIT

City of South Fulton Community Development and Regulatory Affairs
City of South Fulton City Hall
5440 Fulton Industrial Boulevard
Atlanta, GA 30336

DATE: October 23, 2020

TAX PARCEL IDENTIFICATION NUMBER(S): 14F0155 LL0579 (7195 Butner Rd);
14F-0155LL-053-8 (3315 West Stubbs Rd)

SECTION I

REZONING REQUEST

Office use only:

ZONING CASE #: _____ ROAD FRONTAGE: _____

PROPERTY ADDRESS (if available): 7195 Butner Road and a portion of the 3315 West Stubbs Road property

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned
from AG-1 to CUP

Existing Zoning(s)

Proposed Zoning(s)

SECTION II

USE PERMIT REQUEST

Office use only:

USE PERMIT CASE # _____ ROAD FRONTAGE: _____

Under the provisions of Article XIX of the Zoning Resolution, application is hereby made to obtain a Use Permit as follows:

CURRENT ZONING: _____

USE PERMIT REQUEST: _____

SECTION IV

OWNER/PETITIONER

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- If you are the sole owner of the property and not the petitioner complete Part 1.
- If you are the petitioner and not the sole owner of the property complete Part 2.
- If you are the sole owner and petitioner complete Part 1.
- If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Urveco Dos, LLC
TYPE OR PRINT OWNER'S NAME
133 Johnson Ferry Road, Suite 500
ADDRESS
Marietta, Georgia 30060
CITY & STATE ZIP CODE
OWNER'S SIGNATURE
felipe@proterra.us
EMAIL ADDRESS

Sworn to and subscribed before me this the

22nd Day of October 2020

JANET JENNINGS
NOTARY PUBLIC

404.707.7775

PHONE NUMBER



PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Proterra Development LLC
TYPE OR PRINT PETITIONER'S NAME
133 Johnson Ferry Road, Suite 500
ADDRESS
Marietta, GA 30060
CITY & STATE ZIP CODE
PETITIONER'S SIGNATURE
felipe@proterra.us
EMAIL ADDRESS

Sworn to and subscribed before me this the

22nd Day of October 2020

JANET JENNINGS
NOTARY PUBLIC

404.707.7775

PHONE NUMBER



SECTION V

ATTORNEY / AGENT

Check One: ☒ Attorney ☐ Agent

Michele L. Battle

TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

One West Court Square, Suite 750

ADDRESS

Decatur, GA 30030

CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

mlb@battlelawpc.com

EMAIL ADDRESS

404.601.7616

PHONE NUMBER

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

OTAC Development Group
TYPE OR PRINT OWNER'S NAME
4919 Flat Shoals Parkway - 107B #182
ADDRESS
Decatur, GA 30034
CITY & STATE ZIP CODE
OWNER'S SIGNATURE
EMAIL ADDRESS

Sworn to and subscribed before me this the

23 Day of October 2020

NOTARY PUBLIC

404 735 2286
PHONE NUMBER



PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Proterra Development LLC
TYPE OR PRINT PETITIONER'S NAME
133 Johnson Ferry Road, Suite 500
ADDRESS
Marietta, GA 30060
CITY & STATE ZIP CODE
PETITIONER'S SIGNATURE
EMAIL ADDRESS

Sworn to and subscribed before me this the

Day of 20

NOTARY PUBLIC

404.707.7775
PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: ☒ Attorney ☐ Agent

Michele L. Battle
TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT
One West Court Square, Suite 750
ADDRESS
Decatur, GA 30030
CITY & STATE ZIP CODE
PETITIONER'S SIGNATURE

mlb@battlelawpc.com
EMAIL ADDRESS

404.601.7616
PHONE NUMBER



ENVIRONMENTAL SITE ANALYSIS (ESA) FORM A

Provide a complete Environmental Site Analysis document fully addressing all items as required in sections 1 through 3 below. Attach this Form A to the front of the completed Environmental Site Analysis document (and any subsequent revisions) prior to submission. For additional information and questions, please contact the Fulton County Office of Environmental Affairs at 404-613-0250.

ESA Revision Number: _____

Applicant: Proterra Development LLC Phone Number: 404.601.7616

1. **CONFORMANCE WITH THE COMPREHENSIVE PLAN.** Describe the proposed project and the existing environmental conditions on the site. Describe adjacent properties. Include a site plan that depicts the proposed project.

Describe how the project conforms to the Comprehensive Land Use Plan. Include the portion of the Comprehensive Plan Land Use Map which supports the project's conformity to the Plan. Evaluate the proposed project with respect to the land use suggestion of the Comprehensive Plan as well as any pertinent Plan policies. Information regarding Fulton County's Comprehensive Plan may be found online at www.fultoncountyga.gov/fcpcsd-home.

2. **ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT.** For each environmental site feature listed below, indicate the presence or absence of that feature on the property. Describe how the proposed project may encroach or adversely affect an environmental site feature. Information on environmental site features may be obtained from the indicated source(s). Cite the source of information regarding the presence or absence of environmental site features (e.g. according to the City of South Fulton website (www.cityofsouthfultonga.gov), wetland areas are located on the northwest portion of the site).

a. Wetlands

- U. S. Fish and Wildlife Service, National Wetlands Inventory (<http://www.fws.gov/wetlands/>)
- Georgia Geologic Survey (404-656-3214)
- Fulton County Website (www.fultoncountyga.gov/fcpcsd-home)
- Field observation and subsequent wetlands delineation/survey if applicable

b. Floodplain

- Federal Emergency Management Agency (<http://www.fema.org>)
- City of South Fulton Website (www.cityofsouthfultonga.gov)
- Fulton County Community Development Services
- Field observation and verification

c. Streams/stream buffers

- Fulton County Website (www.fultoncountyga.gov/fcpcsd-home)
- Field observation and verification

- d. Slopes exceeding 33 percent over a 10-foot rise in elevation
 - United States Geologic Survey Topographic Quadrangle Map
 - Field observation and verification
- e. Vegetation (including endangered species)
 - United States Department of Agriculture, Nature Resource Conservation Service
 - Field observation
- f. Wildlife Species (including fish and endangered species)
 - United States Fish and Wildlife Service
 - Georgia Department of Natural Services, Wildlife Resources Division, Natural Heritage Program
 - Field observation
- g. Archeological/Historical Sites
 - Fulton County Historic Resources Survey
 - Georgia Department of Natural Resources, Historic Preservation Division
 - Field observation and verification

3. **PROJECT IMPLEMENTATION MEASURES.** Describe how the project implements each of the measures listed below as applicable. Indicate specific implementation measures required to protect environmental site feature(s) that may be impacted.

- a. Protection of environmentally sensitive areas, i.e., floodplain, slopes exceeding 25 percent, river corridors.
- b. Protection of water quality
- c. Minimization of negative impacts on existing infrastructure
- d. Minimization on archeological/historically significant areas
- e. Minimization of negative impacts on environmentally stressed communities where environmentally stressed communities are defined as communities exposed to a minimum of two environmentally adverse conditions resulting from public and private municipal (e.g., solid waste and wastewater treatment facilities, utilities, airports, and railroads) and industrial (e.g., landfills, quarries and manufacturing facilities) uses.
- f. Creation and preservation of green space and open space
- g. Protection of citizens from the negative impacts of noise and lighting
- h. Protection of parks and recreational green space
- i. Minimization of impacts to wildlife habitats

Environmental Site Analysis (ESA)

7591 Butner Road, 0 West Stubbs Road, and 3315 West Stubbs Road Atlanta GA

Conformance with Comprehensive Plan.

The South Fulton Comprehensive Land Use Map shows the Subject Property as having a land use designation of Agricultural, Forestry and Estate Residential, Residential 1 Unit or Less per acre, 1 to 2 Units per acre, Open Space, Public, Semi-Public and Institutional. The rezoning to CUP is outlined as a compatible active zoning classification in the 2035 South Fulton Comprehensive Plan. The development of both single family detached units, together with senior living facilities and elder care center should be considered a suitable use for the area which and aims to retain the neighborhood character. Based on this Land Use regulation, the intended development will make sure to utilizing conservation development with natural and landscaped buffers, front yard setbacks, and community green space.

Environmental Impacts of the Proposed Project.

(a) **Wetlands.** According to the National Wetlands Inventory Wetlands Mapper, there is a Riverine habitat classified as a R5UBH at 7591 Butner Road and no wetland at 0 West Stubbs Road and 3315 West Stubbs Road.

(b) **Floodplain.** According to the FEMA National Flood Hazard interactive mapping system, the property is of minimal flood hazard.

(c) **Streams/stream buffers.** Based on fields observation and verification by the Applicant's surveyor, there are two areas of 150 lineal feet of stream buffer setbacks, 25 feet water of the state, and 50 feet of additional local government setbacks, together with the 25ft impervious surface setback.

(d) **Slopes exceeding 33 percent over a 10-foot rise in elevation.** Based on fields observation and verification by the Applicant's surveyor, there are no slopes exceeding 33 percent over a 10-foot rise in elevation on the Subject Property.

(e) **Vegetation (including endangered species).** The Subject Property is mostly wooded, however, to the Applicant's knowledge, based on field observation there are no endangered species located on the Subject Property.

(f) **Wildlife Species (including fish and endangered species).** Based on field observation, to the Applicant's knowledge, there are no endangered species located on the Subject Property.

(g) **Archeological/Historical Sites.** Based on field observation, to the Applicant's knowledge, there are no archeological or historical sites located on the Subject Property.

Project Implementation Measures

(a) Protection of environmentally sensitive areas.

The Applicant will seek to protect the environmentally sensitive areas located on the Subject Property.

(b) Protection of water quality.

Water quality features will be integrated into the storm water facilities located on the Subject Property.

(c) Minimization of negative impacts on existing infrastructure.

The existing infrastructure surrounding the Subject Property will not be negatively impacted by the development of the proposed project. It is the Applicant's intent to comply with all South Fulton development regulations, and to connect into the existing utilities in the area in order to minimize disturbance.

(d) Minimization on archeological/historically significant area.

To the Applicant's knowledge, there are no archeological/historically significant areas located on or near the Subject Property.

(e) Minimization of negative impacts on environmentally stressed communities.

The proposed uses in the proposed project will be for residential uses which are compatible with nearby communities, as the use will be contained on the Subject Property, and to the knowledge of Applicant, will not generate any measurable dust, vibrations, odor, glare, emissions or noise beyond the Subject Property.

(f) Creation and preservation of green space and open space.

The proposed project will result in the removal of trees from the Subject Property in compliance with the City of South Fulton's tree protection ordinance. There will be 50 foot buffers around the property to consist of retained native plant material or new plantings. There will also be repurposed rock quarry for water retention and community open space for the residents of the senior housing.

(g) Protection of citizens from the negative impacts of noise and lighting.

All lighting on the Subject Property will comply with the City's rules and regulations, and there will be no negative impact from the noise generated by a typical residential subdivision.

(h) Protection of parks and recreational green space.

To the Applicant's knowledge, there are no parks or recreational green spaces in the area, or on the Subject Property.

(i) Minimization of impacts to wildlife habitats.

To the Applicant's knowledge, there are no wildlife habitats on or near the Subject Property.



IMPACT ANALYSIS FORM B

Applicant: Proterra Development LLC

Analyze the impact of the proposed rezoning and answer the following questions:

1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property? Please see attached.

2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?

3. Does the property to be rezoned have a reasonable economic use as currently zoned? _____

4. Will the zoning proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? _____

5. Is the zoning proposal in conformity with the policies and intent of the land use plan? _____

6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the zoning proposal? _____

7. Does the zoning proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of City of South Fulton? _____

Attach additional sheets as needed.



DISCLOSURE REPORT FORM C

Office use only:

REZONING PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the rezoning petition, or an attorney or agent of the applicant or opponent for the rezoning petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE:

YES

NO

If the answer is YES, proceed to sections 1 through 4.

If the answer is NO, complete only section 4.

1. **CIRCLE ONE:** Party to Petition In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.

If in opposition, proceed to sections 3 and 4 below.

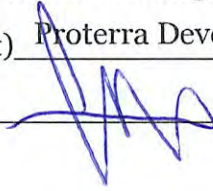
2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: _____

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Proterra Development LLC

Signature:  Date: 10.22.2020

PUBLIC PARTICIPATION PLAN FORM D

Applicant: Proterra Development LLC

1. The following individuals (property owners within a quarter mile of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified in accordance with the requirements of Article 28.4.7 of the City of South Fulton Zoning Ordinance:

The Applicant will send out notices for the proposed community meeting to those property
owners identified in the property owner list generated by the City of South Fulton and
provided to the Applicant at the time of submission of this Application.

2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

The property owners will be notified of the community meeting via letter.

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

The Applicant will conduct a community meeting at 6:00 pm via Zoom.

Attach additional sheets as needed.



SITE PLAN CHECKLIST FORM F

Site plans for rezoning and use permit must be folded, drawn to scale, no larger than 30" x 42", and shall, at a minimum, include the following information:

ITEM #	DESCRIPTION	CHECK ✓
1	Key and/or legend and site location map with North arrow	
2	Boundary survey of subject property which includes dimensions along property lines that match the metes and bounds of the property's written legal description and clearly indicates the point of beginning	
3	Acreage of subject property	
4	Location of land lot lines and identification of land lots	
5	Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property	
6	Proposed streets on the subject site	
7	Posted speed limits on all adjoining roads	
8	Current zoning of the subject site and adjoining properties	
9	Existing buildings with square footages and heights (stories), wells, driveways, fences, cell towers, and any other structures or improvements on the subject property	
10	Existing buildings with square footages and heights (stories), wells, driveways, fences, cell towers, and any other structures or improvements on adjacent properties within 400 feet of the subject site based on the County's aerial photography or an acceptable substitute as approved by the Director	
11	Location of proposed buildings (except single family residential lots) with total square footage	
12	Layout and minimum lot size of proposed single-family residential lots	
13	Topography (surveyed or County) on subject site and adjacent property within 200 feet as required to assess runoff effects; Onsite areas with slopes greater than thirty-three percent (33%) shall be labeled and identified through cross-hatching and/or separate colors.	
14	Location of major overhead and underground electrical and petroleum transmission/conveyance lines	
15	Required and/or proposed setbacks	
16	100-year flood plain horizontal limits and flood zone designations as shown on survey or FEMA FIRM maps	
17	Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed	
18	Required and proposed parking spaces; Loading and unloading facilities	
19	Lakes, streams and other waters on the site and associated buffers	
20	Proposed stormwater management facilities	
21	Community wastewater facilities including preliminary areas reserved for septic drain fields and points of access	
22	Availability of water system and sanitary sewer system	
23	Tree lines, woodlands and open fields on subject site	
24	Entrance site distance profile assuming the driver's eye at a height of 3.5 feet (See Fulton County Subdivision Regulations)	
25	Wetlands shown on the County's GIS maps or survey	
26	Airport noise contours on those properties within the FAR Part 150 Airport Noise Contour Map.	

PRE-APPLICATION REVIEW FORM

Office use only:

I hereby certify that I have completed a preliminary review of the site plan for this project and determined that it meets the minimum standards specified by Article 28.5.2 of the Fulton County Zoning Resolution.

Staff signature: _____ Date: _____

Planning Division

Community Development and Regulatory Affairs

Staff printed name: _____

The undersigned acknowledges that the site plan is submitted in accordance with Article 28.5.2 of the City of South Fulton Zoning Ordinance and failure to comply shall render my application incomplete which may result in delay in the process of this application.

Applicant signature: _____

Date: 10.22.2020

Applicant printed name: Proterra Development LLC



3595 Canton Road
Suite 116, PMB 272
Marietta, GA 30066
Ph. (678) 355-9905
Fax (678) 355-9805
www.frontlinesurveying.com

LEGAL DESCRIPTION – 59.90 Acres of Land to be Zoned CUP.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 155 & 156 of the 14th FF District, of Fulton County, Georgia and being more particularly described as follows:

THE TRUE POINT OF BEGINNING is located at a one-inch crimp top iron pin found located at the common corner of Land Lots 154,155,156 and 157 of the of the 14th FF District, of Fulton County, Georgia

THENCE proceed along the north line of Land Lot 155 S 89-10-09 E a distance of 718.55 feet to a #4 re-bar iron pin found;

THENCE proceed S 89-16-08 E along the north line of Land Lot 155 a distance of 397.48 feet to a #4 re-bar iron pin found located on the west side of West Stubbs Road (having a 60' Right of way);

THENCE proceed along the west side of West Stubbs Road (having a 60' Right of way) S 19-55-24 E a distance of 56.13 to a point;

THENCE proceed along a curve to the left having a Radius of 1279.85 feet and an arc length of 341.13 feet being subtended by a cord that bears S 27-33-33 E a chord distance of 340.12 to a point;

THENCE proceed along the west side of West Stubbs Road (having a 60' Right of way) S 35-11-42 E a distance of 326.54 #4 re-bar iron pin found;

THENCE proceed south and leaving the west side of West Stubbs Road (having a 60' Right of way) S 00-11-26 W a distance of 503.87 a one-inch solid rod found.

THENCE proceed S 00-23-05 W a distance of 124.16 feet to a point;

THENCE proceed N 90-00-00 W a distance of 330.83 feet to a point;

THENCE proceed N 01-10-40 W a distance of 97.16 feet to a point;

THENCE proceed S 83-35-29 W a distance of 76.11 feet to a point;

THENCE proceed N 53-02-11 W a distance of 95.13 feet to a point;

THENCE proceed S 66-59-23 W a distance of 146.33 feet to a point;

THENCE proceed S 50-14-37 W distance of 48.65 feet to a point;

THENCE proceed S 60-21-15 W a distance of 133.04 feet to a point;

THENCE proceed S 51-22-37 W a distance of 108.66 feet to a point;

THENCE proceed N 87-23-17 W a distance of 76.24 feet to a point;

THENCE proceed N 48-28-01 W a distance of 114.06 feet to a point;

THENCE proceed S 01-20-22 W a distance of 97.59 feet to a point;

THENCE proceed N 88-48-36 W a distance of 112.98 feet to a point;

THENCE proceed S 01-06-19 W a distance of 186.66 feet to a point;

THENCE proceed along a curve to the left having a Radius of 97.07 feet and an arc length of 65.41 feet being subtended by a cord that bears S 24-33-21 E a chord distance of 65.18 to a point;

THENCE proceed S 43-51-34 E a distance of 224.41 feet to a point;

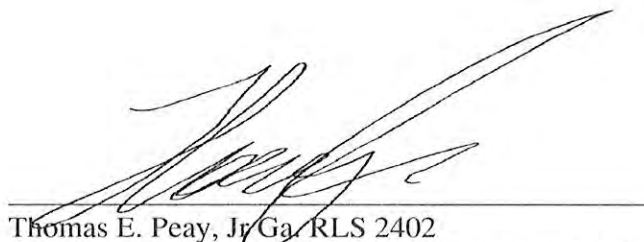
THENCE proceed along a curve to the left having a Radius of 265.68 feet and an arc length of 14.06 feet being subtended by a cord that bears S 45-19-16 E a chord distance of 14.06 to a point;

THENCE proceed along a curve to the right having a Radius of 142.74 feet and an arc length of 54.36 feet being subtended by a cord that bears S 35-55-35 E a chord distance of 54.03 to a point;
THENCE proceed S 25-00-56 E a distance of 11.96 feet to a point;
THENCE proceed N 70-07-59 E a distance of 83.83 feet to a point;
THENCE proceed S 22-27-08 E a distance of 101.51 feet to a point;
THENCE proceed S 14-36-29 W a distance of 77.13 feet to a point;
THENCE proceed S 21-07-42 E a distance of 118.84 feet to a point;
THENCE proceed S 24-34-02 W a distance of 78.30 feet to a point;
THENCE proceed S 06-31-08 E a distance of 105.76 feet to a point;
THENCE proceed S 10-06-58 W a distance of 77.03 feet to a point;
THENCE proceed S 01-30-20 E a distance of 105.03 feet to a point;
THENCE proceed S 18-05-44 W a distance of 69.96 feet to a point;
THENCE proceed N 71-56-06 W a distance of 121.34 feet to a point;
THENCE proceed S 17-58-35 W a distance of 72.20 feet to a point;
THENCE proceed S 31-09-56 E a distance of 99.45 feet to a point located on the northwestern right-of-way of Butner Road (a 60' right-of-way);
THENCE proceed along the northwestern right-of-way of Butner Road (a 60' right-of-way);
S 58-12-33 W a distance of 447.63 feet to a #4 Re-bar found;
THENCE proceed N 01-58-09 E leaving northwestern right-of-way of Butner Road (a 60' right-of-way) a distance of 1334.85 feet to an iron pin set (a capped #4 Rebar);
THENCE proceed N 87-37-15 W a distance of 494.82 feet #4 Re-bar found located on the eastern line of Walden Park Subdivision;
THENCE proceed along the eastern line of Walden Park Subdivision and numerous lots
N 02-11-49 E a distance of 1504.43 feet to a point located 0.69 feet west of #4 Re-bar found;
THENCE proceed S 89-02-23 E a distance of 200.00 to THE TRUE POINT OF BEGINNING which is located at a one-inch crimp top iron pin found at the common corner of Land Lots 154,155,156 and 157 of the of the 14th FF District, of Fulton County, Georgia

Together with and subject to all covenants, easements, and restrictions of record.

Tract described herein containing an Area OF 59.90 Acres.

shown on a Zoning Plan by Frontline Surveying & Mapping, Inc., job number 70148, dated 10-18-2020



Thomas E. Peay, Jr. Ga. RLS 2402

For the Firm of Frontline Surveying & Mapping, Inc.



3595 Canton Road
Suite 116, PMB 272
Marietta, GA 30066
Ph. (678) 355-9905
Fax (678) 355-9805
www.frontlinesurveying.com

LEGAL DESCRIPTION – 23.4 Acres of Land to be Zoned SHD.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 155 of the 14th FF District, of Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING COMMENCE at a a one-inch crimp top iron pin found located at the common corner of Land Lots 154,155,156 and 157 of the of the 14th FF District, of Fulton County, Georgia;

THENCE proceed along the north line of Land Lot 155 S 89-10-09 E a distance of 718.55 feet to a #4 re-bar iron pin found;

THENCE proceed S 89-16-08 E along the north line of Land Lot 155 a distance of 397.48 feet to a #4 re-bar iron pin found located on the west side of West Stubbs Road (having a 60' Right of way);

THENCE proceed along the west side of West Stubbs Road (having a 60' Right of way) S 19-55-24 E a distance of 56.13 to a point;

THENCE proceed along a curve to the left having a Radius of 1279.85 feet and an arc length of 341.13 feet being subtended by a cord that bears S 27-33-33 E a chord distance of 340.12 to a point;

THENCE proceed along the west side of West Stubbs Road (having a 60' Right of way) S 35-11-42 E a distance of 326.54 #4 re-bar iron pin found;

THENCE proceed south and leaving the west side of West Stubbs Road (having a 60' Right of way) S 00-11-26 W a distance of 503.87 a one-inch solid rod found.

THENCE proceed S 00-23-05 W a distance of 124.16 feet to a point Located at the TRUE POINT OF BEGINNING;

THENCE proceed N 90-00-00 W a distance of 330.83 feet to a point;

THENCE proceed N 01-10-40 W a distance of 97.16 feet to a point;

THENCE proceed S 83-35-29 W a distance of 76.11 feet to a point;

THENCE proceed N 53-02-11 W a distance of: 95.13 feet to a point;

THENCE proceed S 66-59-23 W a distance of 146.33 feet to a point;

THENCE proceed S 50-14-37 W distance of 48.65 feet to a point;

THENCE proceed S 60-21-15 W a distance of 133.04 feet to a point;

THENCE proceed S 51-22-37 W a distance of 108.66 feet to a point;

THENCE proceed N 87-23-17 W a distance of 76.24 feet to a point;

THENCE proceed N 48-28-01 W a distance of 114.06 feet to a point;

THENCE proceed S 01-20-22 W a distance of 97.59 feet to a point;

THENCE proceed N 88-48-36 W a distance of 112.98 feet to a point;

THENCE proceed S 01-06-19 W a distance of 186.66 feet to a point;

THENCE proceed along a curve to the left having a Radius of 97.07 feet and an arc length of 65.41 feet being subtended by a cord that bears S 24-33-21 E a chord distance of 65.18 feet to a point;

THENCE proceed S 43-51-34 E a distance of 224.41 feet to a point;

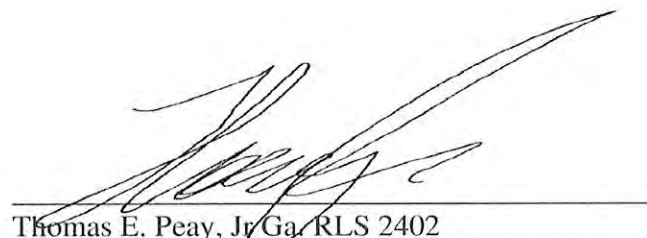
THENCE proceed along a curve to the left having a Radius of 265.68 feet and an arc length of 14.06 feet being subtended by a cord that bears S 45-19-16 E a chord distance of 14.06 to a point;

THENCE proceed along a curve to the right having a Radius of 142.74 feet and an arc length of 54.36 feet being subtended by a cord that bears S 35-55-35 E a chord distance of 54.03 to a point;
THENCE proceed S 25-00-56 E a distance of 11.96 feet to a point;
THENCE proceed N 70-07-59 E a distance of 83.83 feet to a point;
THENCE proceed S 22-27-08 E a distance of 101.51 feet to a point;
THENCE proceed S 14-36-29 W a distance of 77.13 feet to a point;
THENCE proceed S 21-07-42 E a distance of 118.84 feet to a point;
THENCE proceed S 24-34-02 W a distance of 78.30 feet to a point;
THENCE proceed S 06-31-08 E a distance of 105.76 feet to a point;
THENCE proceed S 10-06-58 W a distance of 77.03 feet to a point;
THENCE proceed S 01-30-20 E a distance of 105.03 feet to a point;
THENCE proceed S 18-05-44 W a distance of 69.96 feet to a point;
THENCE proceed N 71-56-06 W a distance of 121.34 feet to a point;
THENCE proceed S 17-58-35 W a distance of 72.20 feet to a point;
THENCE proceed S 31-09-56 E a distance of 99.45 feet to a point located on the northwestern right-of-way of Butner Road (a 60' right-of-way);

THENCE proceed along the northwestern right-of-way of Butner Road (a 60' right-of-way);
N 58-12-33 E a distance of 85.92 feet to a #4 Re-bar set (a capped #4 Rebar);
THENCE proceed N 58-24-37 E along the northwestern right-of-way of Butner Road (a 60' right-of-way) a distance of 986.01 feet to a one quarter inch rod;
THENCE proceed leaving the northwestern right-of-way of Butner Road (a 60' right-of-way)
N 00-43-20 W a distance of 362.25 feet to an one and one quarter inch crimp top pipe;
THENCE proceed N 00-42-07 W a distance of 239.45 feet to a #4 Re-bar;
THENCE proceed N 00-24-34 E a distance of 121.25 feet to a #4 Re-bar;
THENCE proceed N 00-23-05 E a distance of 69.42 feet to THE TRUE POINT OF BEGINNING.

Together with and subject to all covenants, easements, and restrictions of record.

Tract described herein containing an Area OF 23.40 Acres.
shown on a Zoning Plan by Frontline Surveying & Mapping, Inc., job number 70148, dated 10-18-2020



Thomas E. Peay, Jr. Ga. RLS 2402
For the Firm of Frontline Surveying & Mapping, Inc.

Vesting Deed - 3315 West
Stubbs Rd

Deed Book 50155 Pg 582
Filed and Recorded Jun-22-2011 04:17pm
2011-0163342
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Recording requested by: Carolyn Cato

Space above reserved for use by Record's Office

When recorded, mail to:
Carolyn Cato
4919 Flat Shoals Pkwy 107B #182
Decatur, GA 30034
Tax Parcel: 14F-0155-LL-000 053

Document prepared by:
LaSonya Cato
3853 Glen Park Dr
Lithonia, GA 30038

Quit Claim Deed

This Quitclaim Deed is made on June 01, 2011, between Kelvin Cato, Grantor, of 2015 Shaudi Lane, City of Atlanta, State of Georgia, and OTAC Development Group LLC, Grantee, of 4919 Flat Shoals Pkwy 107B #182, City of Decatur, State of Georgia.

For valuable consideration of Ten Dollars US \$10.00, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at 3315 West Stubbs, City of Atlanta, State of Georgia:

All that tract or parcel of land lying and being in Land Lot 155 of the 14FF District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at the iron pin set on the North line of Land Lot 155, Said pin located 719 Feet East of the Northwest corner of said Land Lot, as measured along the North Land Lot Line running thence east along said Land Lot line, 397.53 Feet to an iron pin on the set Southwest side of West Stubbs Road; Thence Southeast along the Southwest side of West Stubbs Road, 724.29 Feet to an iron pin set; thence South 00 degrees 44 minutes 31 seconds East, 503.69 feet to an iron pin found; thence South 00 degrees 30 minutes 14 seconds East, 193.45 feet to an iron pin set; thence North 89 degrees 15 minutes 00 seconds West, 797.74 feet to an iron pin set; thence North 00 degrees 45 minutes 00 seconds East, 1301.75 feet to an iron pin set on the North line of Land Lot 155 and the "POINT OF BEGINNING"

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any. Taxes for the tax year of 2010 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Vesting Deed-7195 Butner Rd

PARCEL ID: 14F-0155-LL-057-9

Deed Book 59470 Pg 505
Filed and Recorded Nov-27-2018 02:51pm
2018-0306238
Real Estate Transfer Tax \$634.50
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, Georgia

Return Recorded Document to:
Nogales & Associates, LLC
1805 Herrington Rd, Bldg 3, Ste D
Lawrenceville, GA 30043

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF Gwinnett

File #: 18-4639S

This Indenture made this 14th day of November, 2018 between

Westmoore Lending Partners III, LLC, a Georgia limited liability company,

as party or parties of the first part, hereinafter called Grantor, and

Urveco Dos, LLC, a Georgia limited liability company,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED.

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

SEAL/My Commission Expires:



(Seal)
Westmoore Lending Partners III, LLC
BY: The Westmoore Group, LLC, Manager
BY: Jonathan M. Block, Manager

EXHIBIT "A"

LEGAL DESCRIPTION

FILENUMBER: 18-4639S

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 155 AND 156 OF THE 14FF DISTRICT OF FULTON COUNTY, GEORGIA, CONTAINING 44.261 ACRES, AS FURTHER DESCRIBED AND DELINEATED ON THAT CERTAIN PLAT OF SURVEY FOR LILLIE B. WILSON ESTATE, BY JASON D. TURNER, G.R.L.S. NO. 2795, DATED JANUARY 13, 2015, RECORDED IN PLAT BOOK 380, PAGE 90, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

Parcel ID Number: 14F-0155-LL-057-9.

Subject to any Easements or Restrictions of Record.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), is made and entered into as of the 20th day of January, 2020 (the "Effective Date"), by and between OTAC Development Group, LLC, a Georgia Limited Liability Company ("Seller"), and MDA Investment, LLC, a Georgia Limited Liability Company or its authorized assignee ("Purchaser"), with reference to the following:

RECITALS

A. Seller is the owner of a certain parcel of land comprised of an approximately 40 acre tract of land located at the intersection of Butner Road and W Stubbs Road in South Fulton County, Georgia, together with all improvements located thereon and all rights, privileges, benefits, easements, agreements and appurtenances thereunto belonging or in anywise appertaining, and interest, if any, in any strips or gores or land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining such land, which parcel of land is more particularly described on Exhibit A and as shown on the Site Plan described upon Exhibit B, each attached hereto and made a part hereof (the "Land"); together with the interest of Seller in and to the Leases (as hereinafter defined) and all rights to any developmental planning documents, engineering and planning studies, escrow documents, architecture specifications, permits, governmental agreements, fee credits, utility provider contracts, licenses, approvals, warranties, and declarant or developer rights relating to the Land (the "Related Rights"). (the Land, Leases and Related Rights are hereinafter collectively referred to as the "Property").

B. Seller desire to sell and Purchaser desires to purchase the Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above Recitals, good consideration in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Definitions.

In addition to terms which have been defined in the Recitals or in other Sections of this Agreement, the following capitalized terms when used herein shall have the following definitions:

(a) "Deposit" shall mean and refer to the earnest money deposit in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00) and any deposit made by Purchaser pursuant to Section 1(c). All interest earned on the Deposit, if any, shall be deemed a part thereof and shall be disbursed in the same manner as and with the Deposit. Half of the deposit Twenty Five Thousand and no/100 Dollars (\$25,000) will become non-refundable immediately and release to seller with an executed easement agreement (half of an acre) and modified as required by the City of South South Fulton, the other will be non-refundable after the due diligence period ends

(b) "Escrow Agent" shall mean and refer to that agent designated by the Purchaser.

(c) “Inspection Period” shall mean and refer to the period commencing on the Effective Date and ending at 5 p.m. Eastern time on the date which is one hundred and forty (120) days from the Effective Date.

(d) “Purchase Price” shall mean and refer to \$1,200,000.00 upon rezoning to CPU and issuance of a Land Disturbance Permit by the city of South Fulton, to be developed by Purchaser subject to prorations and adjustments to be made at Closing as provided herein below, and the terms of Section 1(c), above and 1(h) below.

(e) “Title Company” shall mean and refer to the Escrow Agent.

(f) “Property” shall mean all the real, personal, tangible and intangible property owned by the Seller, associated with the properties located within tax parcels numbers 14F0155 LL0603, and 14F0155 LL0538, including but not limited to all land, improvements, equipment, escrows, rent deposits, leases, together with all options and renewals, documents, records, and any and all other property whether or not defined, pertaining to the operation of the above referenced property.

2. **Agreement to Sell and Purchase.**

Upon and subject to the terms and conditions hereinafter set forth, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, the Property.

3. **Purchase Price; Deposit.**

(a) Within five (5) business days after the Effective Date, Purchaser shall deliver the Deposit to Escrow Agent, to be held by Escrow Agent in accordance with the provisions of this Agreement. The Deposit is applicable to the Purchase Price in the event Closing occurs and otherwise refundable to Purchaser in accordance with the terms of this Agreement, including the terms of Section 1(c) and Section 4(b), hereof. The Deposit shall be held by in escrow, and released by Escrow Agent in accordance with this Agreement and in reliance upon joint written instructions of Purchaser and Seller which may be required to effectuate the intent thereof.

(b) The balance of the Purchase Price and the Commercial Purchase Price for the Property shall be paid by Purchaser at Closing, in immediately available funds via wire transfer to Escrow Agent.

4. **Entry Upon Property; Inspection Period; Operation of Property Prior to Closing.**

(a) Purchaser shall have access to the Property for the purpose of conducting, at Purchaser's sole cost and expense, such investigations with respect to the Property as Purchaser may deem necessary, provided that Purchaser shall promptly repair any damage to the Property caused in connection with such investigations. Prior to entry upon the Property by Purchaser or its agents and representatives, Purchaser shall deliver to Seller a certificate of liability insurance showing liability coverage of no less than \$2,000,000.00 in the aggregate and on terms reasonably satisfactory to Seller covering any accident arising in connection with the presence of Purchaser or its agents on the Property and showing Seller as an insured party thereunder. Purchaser shall indemnify and hold Seller harmless from and against all costs, expenses, losses, damages and liabilities which may be incurred by any Seller (including, without limitation, for personal injury and property damage) as a result of Purchaser's access to the Property. Provided, however, that Purchaser shall not be responsible to Seller for liability which flows from the disturbance of a pre-existing environmental condition, unless caused by the gross negligence or willful misconduct of Purchaser.

(b) If, prior to the expiration of the Inspection Period, Purchaser determines, for any reason whatsoever, or for no reason, that it does not desire to purchase the Property, then Purchaser may terminate this Agreement by providing written notice thereof (the "Termination Notice") to Seller and Escrow Agent prior to the expiration of the Inspection Period. Provided Purchaser has delivered the Termination Notice prior to the expiration of the Inspection Period, the Deposit shall immediately be returned to Purchaser by the Escrow Agent with no further authorization from Seller required, and the parties hereto shall have no further rights or obligations hereunder except those provisions hereof which expressly survive such termination. In the event Purchaser does not terminate agreement as contemplated herein, the Deposit shall be deemed non-refundable and Escrow Agent shall immediately release the Deposit to Seller, and the parties shall have no further rights hereunder.

(c) Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser copies of the items described on Exhibit C attached hereto and made a part hereof (collectively, "Due Diligence Materials"). If Purchaser for any reason terminates this Agreement, it shall promptly return to Seller the Due Diligence Materials.

5. Closing Date.

If Purchaser does not terminate this Agreement pursuant to Section 4(b) above, subject to the terms of this Agreement (including Section 1(c) above), closing shall occur on the date which is thirty (30) days following the expiration of the Inspection Period.

For purposes of this Agreement, closing shall be deemed to have been completed when all of the actions outlined in Section 13 and Section 14 hereof have been satisfied and fulfilled, and references in this Agreement to the words "closing," "Closing," or "Closing Date" shall mean and refer to the date set forth immediately above upon which Purchaser delivers the Purchase Price to Seller and Seller delivers the Deed (as hereinafter defined) to Purchaser. The Closing shall take place through escrow at the offices of the Title Company.

6. Conveyance.

The Property shall be conveyed to Purchaser by Limited Warranty Deed from Seller (the "Deed"), in the form attached hereto as Exhibit D.

7. Expenses.

The costs of recording any corrective instruments or lien releases, the State of Georgia and County of South Fulton and municipal transfer taxes (however characterized), one-half the closing and escrow fees charged by the Escrow Agent for conducting Closing shall be paid by Seller. Purchaser shall pay the cost of Purchaser's owner's policies of title insurance (including extended coverage and endorsements), per-page fee for recordation of the Deed and one-half of the closing and escrow fees charged by the Escrow Agent for conducting Closing, and the cost of any loan policies, and closing costs related to any lender of Purchaser, if any and the cost of the Survey (as hereinafter defined). Purchaser and Seller shall each be responsible for its own attorneys' fees. Purchaser shall be fully responsible for all costs related Purchaser's due diligence and inspection costs.

8. **Taxes and Other Prorations.**

All real estate taxes, charges and assessments for which a tax bill has issued for calendar year 2019 and all prior periods shall be fully-paid at or prior to Closing. Otherwise, if a tax bill has not issued, real estate taxes, charges and assessments for calendar year 2019 shall be prorated between Seller and Purchaser as of the date of Closing with Purchaser receiving a credit (calculated on the basis of 100% of the last-issued assessment, bill or invoice) against the Purchase Price for each day of Property ownership by Seller for which the taxes, charges and assessments are accrued and not paid. Seller shall be responsible for payment of any so-called "roll-back" or like taxes which are imposed upon a change in use and relate-back to any pre-Closing period.

9. **Title and Survey.**

(a) Seller shall convey "good, insurable and marketable" title to the Property, in fee simple, subject to no exceptions other than the following (collectively, the "Permitted Exceptions"): (i) taxes not yet due and payable, (ii) all matters shown or raised on the Survey except those which are identified as Title-Survey Objections (as hereinafter defined) by Purchaser in accordance with Section 9(b) below and which Seller agrees to cure, (iii) any matters of record raised on the Commitment (as hereinafter defined) except those which are identified as Title-Survey Objections by Purchaser in accordance with Section 9(b) below and which Seller agrees to cure, (iv) zoning ordinances, building codes and all applicable laws affecting the Property, provided the same are not violated by the current use and operation thereof, and (v) acts of Purchaser and those claiming by, through or under Purchaser.

(b) Within two (2) business days after the Effective Date, Seller shall deliver to Purchaser any existing survey of the Property and any existing title commitments pertaining to the Property. Purchaser will order a commitment for an ALTA 2006 extended coverage owner's policy of title insurance for the Property prepared by the Title Company (the "Commitment"), including copies of all documents and plats raised as exceptions therein. Purchaser may identify any exceptions to title contained in the Commitment or Survey which are not acceptable to Purchaser ("Title-Survey Objections") by delivering written notice thereof to Seller thirty (30) days prior to the expiration of the Inspection Period. The failure of Purchaser to timely deliver such notice to Seller shall constitute a waiver by Purchaser of the right to object to any title matters existing as of the date of the Commitment.

(c) Seller shall notify Purchaser whether Seller elects to remedy any Title-Survey Objections identified by Purchaser in accordance with this Section within fifteen (15) days prior to the expiration of the Inspection Period. Seller shall be obligated to cure any Title-Survey Objections which relate to mortgages, judgments and monetary liens of a definite ascertainable amount and created by, through or under Seller, which Seller shall cure at Closing. The failure of Seller to respond to Purchaser concerning any Title-Survey Objections shall be deemed an election to cure the same. If Seller elects not to cure any Title-Survey Objections, Purchaser may elect to terminate this Agreement and receive the immediate return of the Deposit by delivering written notice thereof to Seller and Escrow Agent prior to the expiration of the Inspection Period and the Deposit shall then be promptly returned to Purchaser by Escrow Agent with no further approval of Seller required. Failure by Purchaser to timely exercise such termination option shall be deemed an election to terminate this Agreement as aforesaid.

(d) Purchaser, at the discretion of Purchaser, shall have a survey of the Property prepared to the specifications required by Purchaser (the "Survey").

10. **Seller Covenants and Agreements; Possession.**

Seller hereby covenants and agrees, at the sole cost and expense of Seller as part consideration under this Agreement, (i) to deliver possession of the Property to Purchaser no later than Closing, and (ii) to not enter into any mortgage or financing in regard to the Property from the Effective date through Closing, and (iii) to not enter into any lease for any portion of the Property from the Effective Date through the Closing, and (iv) to cause the Property to be zoned, entitled and permitted (beyond all applicable appeal periods) for the construction, use and operation, and (v) for rezoning and connection of both properties and the benefits of the buyer and seller on the goal of achieving rezoning of both properties joint together from AG1 to CPU a road easement is required. (with the reasonable cooperation of Purchaser) (the "Entitlements"); and (v) to maintain Seller's insurance now in effect for the Property; and (vi) to not modify any other agreement or contract for the Property, the term of which would extend beyond the Closing or which would impose any burden or obligation on Purchaser after Closing.

11. **Seller Representations and Warranties.**

(a) Seller covenants, represents and warrants unto Purchaser the following as of the Effective Date and as of the Closing Date, and which shall survive Closing (and not be deemed to merge with the Deed) for a period of twelve (12) months:

(i) Seller has the full right, power and authority to (a) execute and deliver this Agreement, (b) sell and convey the Property to Purchaser pursuant to this Agreement, and (c) perform the obligations of Seller under this Agreement. The entering into this Agreement does not, and the consummation of the acts contemplated by this Agreement shall not, violate any agreements, documents or instruments to which Seller is a party or by which it is bound, or any law, governmental regulation, order or decree to which Seller is subject.

(ii) The respective constituent parties comprising Seller are not a "foreign person" as that term is used in Section 1445 of the United States Internal Revenue Code of 1986 as amended.

(iii) Seller is a limited liability company organized and in good standing under the laws of the State of Florida and authorized to do business in the State of Georgia. The person signing this document on behalf of Seller has been authorized by all necessary actions to execute this document on behalf of Seller.

(iv) Seller owns the entire fee simple title to the Property, free and clear of all liens and encumbrances other than the Permitted Exceptions and certain mortgages and related liens which shall be removed by Seller at Closing.

(v) To the best knowledge of Seller, there are no actions, suits, lawsuits, proceedings or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use or operation of any part of the Property pending in or before any court, agency, commission, or board.

(vi) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against the Seller constituent parties.

(vii) Seller has not received notice from any governmental authority, stating that the Property is currently in violation of any zoning, environmental or other land use regulations or in violation of any required licenses, registrations, certificates, permits, approvals or other governmental authorizations relating to the use and operation of the Property. If Seller receives such a notice prior to Closing, Seller shall promptly notify Purchaser of such a notice and deliver a copy thereof to Purchaser.

(viii) Seller has not received any notice of any existing, proposed or contemplated plan to widen, modify or realign any street adjoining the Property, or any existing, proposed or contemplated eminent domain proceeding affecting the Property.

(ix) No party has any right to occupy any part of the Property.

(x) Seller has not received any notice that the Property is in violation of any applicable governmental law, regulation or requirement relating to environmental or occupational health and safety matters or Hazardous Substances ("Environmental Laws"). As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials and wastes which are regulated as hazardous or toxic under applicable local, state or federal law or which are classified as hazardous or toxic under applicable Environmental Laws.

(xi) There are no outstanding taxes due to any State of Georgia or South Fulton County or municipal agency related to the Property or Seller which are currently delinquent and Seller shall pay prior to delinquency all taxes due upon the sale of the Property which are the obligation of such Seller pursuant to applicable law.

(xii) There are no pending claims, actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened, which affect the Property or Seller's ownership of the Property or any legal or beneficial ownership interest in any Seller which will affect the Property after Closing.

(xiii) Seller is not a party to any service contract, management agreement, equipment rental agreement, employment contract, collective bargaining or union contract, development agreement, recapture agreement, signalization agreement (or like-agreement) or any other contract or agreement affecting or in connection with the Property or Seller which will survive Closing and become an obligation of Purchaser or the Property.

(xiv) No person or entity has been engaged by or on behalf of any Seller whose engagement or action would entitle it to a fee or commission with respect to any lease or occupancy agreement.

(xv) Seller hereby represents and warrants that Seller is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

(b) The provisions of this Section 11 shall survive Closing or any earlier termination of this Agreement.

12. **Purchaser Covenants and Agreements.**

Purchaser hereby covenants and agrees, at the sole cost and expense of Purchaser as part consideration under this Agreement, (i) to retain all the design professionals necessary to obtain and complete the rezoning to CPU and issuance of a land disturbance permit by the City of South South Fulton, and (ii) to hold harmless of any liability of any future liens or debts that may acquire in the process of obtaining necessary approval by South Fulton County, and (iii) to receive approval from Seller (not to be unreasonably withheld or delayed) on the proposed LDP approved by South South Fulton County, and (iv) that no work will be done until the closing of this Agreement.

13. **Purchaser's Representations and Warranties.**

(a) Purchaser covenants, represents and warrants to Seller the following as of the Effective Date and as of the Closing Date:

(i) Purchaser has the full right, power and authority to (a) execute and deliver this Agreement, (b) purchase the Property from Seller pursuant to this Agreement, and (c) perform all of Purchaser's obligations under this Agreement. The entering into this Agreement does not, and the consummation of the acts contemplated by this Agreement shall not, violate any agreements, documents or instruments to which Purchaser is a party or by which it is bound, or any law, governmental regulation, order or decree to which Purchaser is subject.

(ii) Purchaser is a corporation organized and in good standing under the laws of the State of Delaware. The person signing this Agreement on behalf of Purchaser has been authorized by all necessary actions to execute this document on behalf of Purchaser.

(iii) Purchaser hereby represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

(b) The provisions of this Section 12 shall survive Closing or any earlier termination of this Agreement.

14. **Conditions of Closing.**

(a) It is a condition precedent to Seller's obligation to proceed to Closing hereunder that:

(i) Purchaser shall have tendered the Purchase Price at Closing when expressly required to do so by the express terms of this Agreement; and

(ii) Purchaser's warranties and representations set forth herein shall be true and correct in all respects as of the date of Closing.

(b) It is a condition precedent to Purchaser's obligation to proceed to Closing hereunder that:

(i) Seller shall use commercially reasonable efforts to obtain and deliver to Purchaser at or prior to Closing estoppel certificates from parties to any easement or association agreement benefitting or burdening the Property;

(ii) Seller shall have performed each and every material covenant, agreement, obligation and undertaking required to be performed by Seller prior to Closing in accordance with the terms of this Agreement;

(iii) title to the Property shall be free and clear of any liens, encumbrances or adverse claims other than the Permitted Exceptions;

(iv) Seller shall have complied with the withholding requirements imposed upon a non-Georgia seller of real property;

(v) Seller's warranties and representations set forth herein shall be true and correct in all material respects as of the date of Closing;

(vi) Seller shall have obtained the Entitlements;

(vii) Purchaser shall have obtained rezoning to CPU approval and LDP. Such site plan approval shall be in a form acceptable to Purchaser, in its sole and absolute discretion; and

(viii) (A) except for the Entitlements, there shall have been no change in the zoning of any of the Property or any part thereof following the Effective Date, and (B) except for the Entitlements, no material restrictions, limitations or regulations not in place as of the Effective Date shall have been issued by any governmental authority having jurisdiction over any of the Property or the ownership thereof, and (C) no material change in the physical condition of the Property shall have occurred (e.g., dumping, subsidence, environmental deposits).

(c) To the extent permitted by applicable law, all of the above-described conditions may be waived in writing in whole or in part by the party to whom such condition is in favor of. In the event of a failure of a condition precedent to Purchaser's obligation to close under this Agreement, upon written notice from Purchaser to Escrow Agent, the Deposit shall be promptly returned to Purchaser. If such failure is due to a default by Seller, Section 15(b) shall apply. If such failure is due to a default by Purchaser, Section 15(a) shall apply.

15. **Items to be Delivered at Closing.**

- (a) At or prior to Closing, Seller shall deliver to the Escrow Agent the following:
- (i) the Deed;
 - (ii) a Bill of Sale with respect to Seller's personal property (if any) located at the Property;
 - (iii) an assignment of any and all assignable guaranties and warranties with respect to the Property;
 - (iv) an assignment of the Related Rights;

(v) real estate transfer tax declarations required by the State of Georgia and County of South Fulton and any municipality;

(vi) an affidavit, signed by Seller stating under penalty of perjury Seller's United States taxpayer identification number and that Seller is not a foreign person as defined by the IRS Code, Section 1445(F)(3);

(vii) an affidavit and Form 1099S from Seller containing all information required for compliance with IRS Code Section 6405 in the form required by the Internal Revenue Service for filing thereunder;

(viii) an affidavit or affidavits of the Seller constituent parties, to the benefit of the Title Company, for the purposes of deleting from Purchaser's title policy, the "gap," the standard exceptions of such title insurance company, including exceptions for claims of parties-in-possession, unrecorded leases and mechanic's liens arising from work performed at the request of a party other than Purchaser, all as they pertain to the Property;

(ix) if and as required by the Title Company for the purpose of issuing so-called comprehensive endorsements to Purchaser's owner's policies of title insurance, paid assessment or estoppel letter(s) for any declarations of record on any Property in form reasonably acceptable to the Title Company for such purpose, or, in lieu thereof, personal undertakings, affidavits or title indemnities from the applicable Seller in form reasonably acceptable to the Title Company for such purpose;

(x) evidence of termination of any management, service or like-agreement which burdens the Property; and

(xi) such other documents reasonably required by Purchaser or the Title Company to consummate the transactions contemplated herein.

(b) At the Closing, Purchaser shall deliver to the Escrow Agent the following:

(i) the Purchase Price (less a credit for the Deposit), subject to adjustments and prorations as set forth in this Agreement;

(ii) funds in the amount necessary to make all other Purchaser disbursements and payments required by the closing and disbursement statements executed in connection with Closing;

(iii) an acceptance of the assignment of Related Rights; and

(iv) such other documents reasonably required by Seller or the Title Company to consummate the transactions contemplated herein.

(c) Upon receipt of the documents described herein, items and funds set forth in Subsections (a) and (b) above, the Escrow Agent shall be authorized to, among other things:

(i) record the Deed in the land records of the applicable county;

(ii) deliver an owner's policy of title insurance or marked commitment therefor to Purchaser; and

(iii) deliver to Seller the Purchase Price and make all other disbursements required by the closing and disbursement statements executed in connection with Closing.

16. **Default and Remedies.**

(a) If Purchaser fails to close this transaction when expressly required to do so by the terms of this Agreement, and if such failure is not remedied by Purchaser within five (5) days following receipt by Purchaser of written notice from Seller specifying the nature of such failure (or if such failure is of a type that is not reasonably susceptible of cure within a five (5) day period, and Purchaser fails to commence to cure such failure during such five (5) day period), then, Seller may either waive such default, or, as its sole and only remedy, terminate this Agreement by written notice to Purchaser and Escrow Agent and Seller shall retain the Deposit. Upon such termination, the Deposit shall be disbursed by the Escrow Agent to Seller. The Deposit shall be liquidated damages for a default by Purchaser because of the uncertainty of ascertaining actual damages for such default, and the retention of the Deposit under those circumstances will not constitute a penalty or forfeiture. In such event, this Agreement shall be terminated and no damages, costs or expenses shall be sought by either Purchaser or Seller in connection herewith except for those pursuant to provisions hereof which expressly survive such termination.

(b) If Seller defaults in the performance of its obligations hereunder as and when such performance is due hereunder, then Purchaser, as its sole and exclusive remedy may either:

(i) pursue specific performance of Seller's obligations hereunder, or, if specific performance is unavailable because Seller has sold the Property to third party purchaser(s), any other remedies available at law or in equity, including recovery of reasonable attorneys' fees and court costs; or

(ii) terminate this Agreement by delivery of written notice thereof to Seller and Escrow Agent and thereupon the parties hereto shall have no further rights or obligations hereunder except with respect to provisions hereof which expressly survive such termination and the Deposit shall be promptly delivered by the Escrow Agent to Purchaser.

Purchaser shall not be permitted to exercise the rights set forth in Section 15(b) until it shall have first given Seller written notice of default or failure to perform and if Seller have failed within the following five (5) day period to commence or recommence such work or actions as may be reasonably required to effectuate the cure of the specified default or thereafter diligently prosecute such work or actions to completion within fifteen (15) days thereafter. Notwithstanding the foregoing, in the event of a default by either party of any obligations which expressly survive Closing, then the non-defaulting party shall be entitled to seek any legal redress permitted by law or equity with respect to such default. The foregoing sentence shall survive Closing.

17. **Parties Bound.**

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

18. **Applicable Law.**

This Agreement shall be interpreted, enforced and construed in accordance with the laws of the State of Georgia. Venue shall be in South Fulton County, Georgia. The terms and provisions of this Section shall survive Closing or termination of this Agreement, as the case may be.

19. **Brokerage Relationship and Commission.**

Selling Broker is Virtual Properties Realty.com and is representing Buyer as a client. Listing Broker is Prime Realty Brokers, LLC and is representing Seller as a client. Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. The total real estate commission to be paid by Seller in this transaction is 6% of the purchase price. The Listing Broker agrees to share this commission with the Selling Broker by paying the Selling Broker 3% of the purchase price.

20. **Possession.**

Possession of the Property shall be delivered to Purchaser at Closing free of all tenants, occupants and parties-in-possession, subject only to the Permitted Exceptions.

21. **Merger.**

Except as specifically provided herein to the contrary, the provisions of this Agreement shall be deemed to have merged into the Deed delivered by Seller at Closing.

22. **Final Agreement.**

This Agreement contains the full and final agreement between the parties hereto with respect to the sale and purchase of the Property, and Purchaser and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not expressly contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced. The Exhibits referred to in this Agreement are attached hereto and incorporated herein by reference. The terms and provisions of this Section shall survive Closing.

23. **Notices.**

All notices, requests or demands to be given under this Agreement from one party to the other (collectively, "Notices and individually a "Notice") shall be in writing and shall be given by personal delivery or by overnight courier for next Business Day delivery at the other party's address set forth below. Notices given by personal delivery (ie. by the sending party or a messenger) shall be given on the date of delivery. Notices given by overnight courier service shall be deemed given upon deposit with the overnight courier service. If a party's office address is a business, the receipt or refusal to accept personal or courier service delivery by a receptionist or by any person in the employ of such party, shall be deemed actual receipt by the party of Notices and rejected or refused delivery shall constitute valid delivery. The term Business Day, means any day other than Saturday, Sunday or any other day on which national banks are required or are authorized to be closed in Chicago, Illinois. Notices may be issued by an attorney for a party and in such case such Notices shall be deemed given by such party. The parties' addresses are as follows:

Seller: OTAC DEVELOPMENT GROUP, LLC
16 Fairview Rd, Ellenwood, GA 30294
Attention: Desiree B Tolbert

Purchaser: MDA Investments, LLC
Attention: Marcelo D Aramendi
3235 Satellite Blvd.
Suite 550
Duluth, GA 30096

24. Assignment.

(a) Purchaser may assign this Agreement to one or more nominee limited liability companies or Delaware statutory trusts or partnerships which are owned by affiliates of Purchaser (including its partners). In the event of any assignment, including to any affiliates of Purchaser, Purchaser shall be released from any of its liabilities or obligations hereunder.

(b) Seller may assign this Agreement upon written notification of assignment to Purchaser.

25. Casualty and Condemnation.

(a) If at or prior to Closing any part of the Property is taken by eminent domain proceedings, or any governmental authority issues a notice of any taking or proposed taking of any portion of any Property, Seller shall promptly notify Purchaser, and Purchaser may, at its option, terminate this Agreement by written notice to Seller and Escrow Agent within five (5) business days after Purchaser receives such notice or at the Closing, whichever is earlier. If Purchaser does not elect to terminate this Agreement, then the Closing shall take place as provided herein without diminution of the Purchase Price, and there shall be assigned to Purchaser, at Closing, all interest of Seller in and to any condemnation awards or insurance proceeds which may be payable to Seller on account of any such occurrence with respect to the Property, and the amount of any condemnation awards or insurance proceeds received by Seller prior to Closing applicable to the Property shall be paid by Seller to Purchaser at Closing to the extent not applied towards restoration or repair of the Property. In the event that Purchaser timely elects to terminate this Agreement, the parties hereto shall have no further rights or obligations hereunder, except pursuant to those provisions hereof which expressly survive such termination, and the Deposit shall promptly be returned to Purchaser by Escrow Agent.

(b) Seller shall promptly notify Purchaser of the occurrence of any damage to or destruction of the Property or any portion thereof. In the event of any damage to or destruction of any portion of the Property, Purchaser may, at its option, terminate this Agreement by sending written notice thereof to Seller and Escrow Agent within ten (10) days following notice to Purchaser of such casualty. If Purchaser does not elect to terminate, then this Agreement shall remain in full force and effect and Seller shall credit to Purchaser, at the Closing, all insurance proceeds collected by Seller prior to the Closing, if any, and Seller shall assign to Purchaser all rights to all other insurance proceeds arising out of such damage or destruction not collected prior to the Closing, if any, and Seller shall credit Purchaser in the full amount of any unpaid deductibles under such insurance. In the event that Purchaser timely elects to terminate this Agreement, the

parties hereto shall have no further rights or obligations hereunder, except pursuant to those provisions hereof which expressly survive the termination hereof, and the Deposit shall promptly be returned to Purchaser by Escrow Agent.

26. **Weekends and Holidays.**

Any date specified in this Agreement for the performance of any obligation or the expiration of a time period which is a Saturday, Sunday or a federal or state legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday.

27. **Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The parties hereto may rely on facsimile or other electronically transmitted copies of executed counterparts as if such copies were for all intents and purposes originals.

28. **Headings.**

The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This provision shall survive Closing.

29. **Interpretation.**

This Agreement and all Exhibits hereto shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of an agreement or the portions of an agreement in question. This provision shall survive Closing.

30. **Time of the Essence.**

Seller and Purchaser agree that time is of the essence with regard to this Agreement.

31. **Severability.**

If any section, subsection, clause, phrase, provision, condition or portion of this Agreement or the application thereof to any person, entity or circumstance shall be invalid or unenforceable under applicable law, or shall be deemed void, unenforceable or contrary to public policy, in whole or in part, then such section, subsection, clause, phrase, provision, condition or portion shall be deemed severed, stricken and removed from this Agreement, the remainder of which being read and interpreted without such stricken section, subsection, clause, phrase, provision, condition or portion. However, such an event shall not in any way affect, nor impair, nor render this Agreement as invalid or unenforceable, as to the remainder, and this Agreement shall remain in full force and effect, binding all parties hereto.

32. **Further Documents.**

At any time prior to, on, or after the Closing Date, each party shall execute and deliver to the other party any additional documents and instruments that are reasonably necessary to further assure the consummation of the transactions herein contemplated, provided that such additional documents and

instruments do not impose any additional cost or liability on the party requested to deliver same. This provision shall survive Closing.

33. **Attorney's Fees and Costs.**

In the event suit or action is instituted to interpret or enforce the terms of this Agreement, or in connection with any litigation of any dispute, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as such party's costs and attorneys' fees, including such costs and fees as are incurred in any trial, on any appeal, in any bankruptcy proceeding (including the adjudication of issues peculiar to bankruptcy law) and in any petition for review.

34. **Waiver of Jury Trial.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

35. **Escrow Instructions.**

Escrow Agent is authorized and agrees by acceptance thereof to deposit the Deposit promptly into an interest-bearing account in an institution insured by the Federal Deposit Insurance Corporation, and to hold same in escrow and in accordance with the terms and conditions of this Agreement. In the event of doubt as to Escrow Agent's duties or liabilities under the provisions of this Agreement, Escrow Agent may, in Escrow Agent's sole discretion, continue to hold the subject matter of this escrow until the parties mutually agree to disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Escrow Agent may deposit same with the clerk of the court having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit between Purchaser and Seller wherein Escrow Agent is made a party by virtue of acting as Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. Seller and Purchaser hereby designate Escrow Agent as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code. This Agreement shall constitute escrow instructions to Escrow Agent as well as the agreement of the parties. Escrow Agent is hereby appointed and designated to act as Escrow Agent and instructed to deliver, pursuant to the terms of this Agreement, the documents and funds to be deposited into Escrow as herein provided. The parties hereto shall execute such additional escrow instructions (not inconsistent with this Agreement as determined by counsel for Purchaser and Seller) as Escrow Agent shall deem reasonably necessary for its protection, including Escrow Agent's general provisions (as may be modified by Purchaser, Seller and Escrow Agent). In the event of any inconsistency between the provisions of this Agreement and such additional escrow instructions, the provisions of this Agreement shall govern.

36. **Tax Free Exchange.**

Each party hereby agrees to take reasonable actions at Closing as are reasonably necessary to help the other to effectuate a like-kind exchange of the Property pursuant to Section 1031 of Internal Revenue

Code (the "Code"). Provided, however, that in no event shall the non-requesting party be required to sign any document, nor take title to any other real property, nor to incur any additional expenses or liability in order to effectuate the like-kind exchange. In addition, the Closing shall not be delayed by the requesting party. Seller or Buyer, as the case may be, agrees to indemnify, defend and hold the other party harmless from and against any and all costs, expenses, claims and other liabilities of any kind arising with regard to the effectuation of a tax free exchange as described herein. Notwithstanding anything to the contrary provided herein, the non-requesting party makes no representations or warranties as to the tax treatment of the transaction contemplated hereby or the ability of the transaction contemplated to qualify for like-kind exchange treatment pursuant to Section 1031 of the Code. In the event both parties desire to effectuate a like-kind exchange as described herein, each party shall pay any and all costs associated with their respective transactions.

37. **Confidentiality.**

Subject to any applicable law or regulation, including without limitation, any securities law regulations and/or requirements, Purchaser and Seller shall hold in strictest confidence all data and information with respect to the Property and Purchaser's interest therein. Purchaser may disclose confidential information to Purchaser's representatives to the extent each needs to know confidential information for the purpose of evaluating the Property. The foregoing shall not preclude either party from discussing the substance or any relevant details of such transactions with any of its attorneys, accountants, professional consultants, lenders, partners, investors, or any prospective lender, partners or investors, as the case may be, or prevent either party hereto from complying with laws, rules, regulations and court orders, including without limitation, governmental regulatory, disclosure, tax and reporting requirements. Purchaser and Seller may disclose this transaction or any aspect or information related to this transaction or disclosure or other notice as its attorneys deem is reasonably necessary to comply with applicable law. This Section 36 shall survive any termination of this Agreement and shall survive the Closing (except that information relating to the Property shall not remain subject to these restrictions from and after the Closing).

38. **Recitals.**

The Recitals contained herein above are hereby incorporated into this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed and delivered as of the Effective Date.

SIGNATURE PAGES TO FOLLOW

PURCHASER:

MDA INVESTMENTS, LLC

By: _____
Name: MARCELO ARGONDE
Its: member

SELLER:

OTAC DEVELOPMENT GROUP, LLC

By:  _____
Name: OTAC DEVELOPMENT GROUP LLC
Its: 1/20/2020 11:20:14 AM EST LLC

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

(see attached)

All that tract or parcel of land lying and being in Land Lot 155 of the 14FF District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at the iron pin set on the North line of Land Lot 155, Said pin located 719 Feet East of the Northwest corner of said Land Lot, as measured along the North Land Lot Line running thence east along said Land Lot line, 397.53 Feet to an iron pin on the set Southwest side of West Stubbs Road, Thence Southeast along the Southwest side of West Stubbs Road, 724.29 Feet to an iron pin set, thence South 00 degrees 44 minutes 31 seconds East, 503.69 feet to an iron pin found; thence South 00 degrees 30 minutes 14 seconds East, 193.45 feet to an iron pin set, thence North 89 degrees 45 minutes 00 seconds West, 797.74 feet to an iron pin set, thence North 00 degrees 45 minutes 00 seconds East, 1301.75 feet to an iron pin set on the North line of Land Lot 155 and the "POINT OF BEGINNING"

AND

All that tract or parcel of land lying and being in Land Lot 155 of the 14th District of Fulton County, Georgia and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, Commencing at the Northwest corner of Land Lot 155; run thence East along said land lot line 719 feet to an iron pin set; thence South 00 degrees 45 minutes 00 seconds West, 1301.75 feet to an iron pin set and the TRUE POINT OF BEGINNING; running thence South 89 degrees 15 minutes 00 seconds East of 797.31 feet to an iron pin set; South 00 degrees 30 minutes 14 seconds East of 121.13 feet to an iron pin found; thence S 01 degrees 35 minutes 24 seconds East of 239.57 feet to an iron pin found; thence S 01 degrees 00 minutes 48 seconds East of 360.38 feet to an iron pin found on the northwest side of Butler Road, thence South-west along the Northwest side of Butler Road, 985.47 feet to an iron pin found, thence North 00 degrees 45 minutes 00 seconds East, 1268.29 feet to an iron pin set and the point of beginning.

Parcel ID Number: 14F-0155-41-060

EXHIBIT B

SITE PLAN

(see attached)

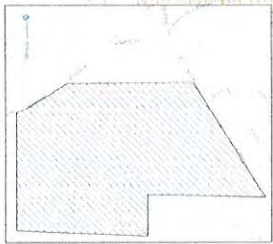
EXHIBIT C

DUE DILIGENCE MATERIALS

1. Existing survey, if any.
2. Most current Property real estate tax bills, assessments and value renditions.

EXHIBIT D
FORM OF LIMITED WARRANTY DEED

(see attached)



SITE LOCATION MAP
N



CONCEPTUAL MASTER PLAN Scale: 1" = 100'-0"

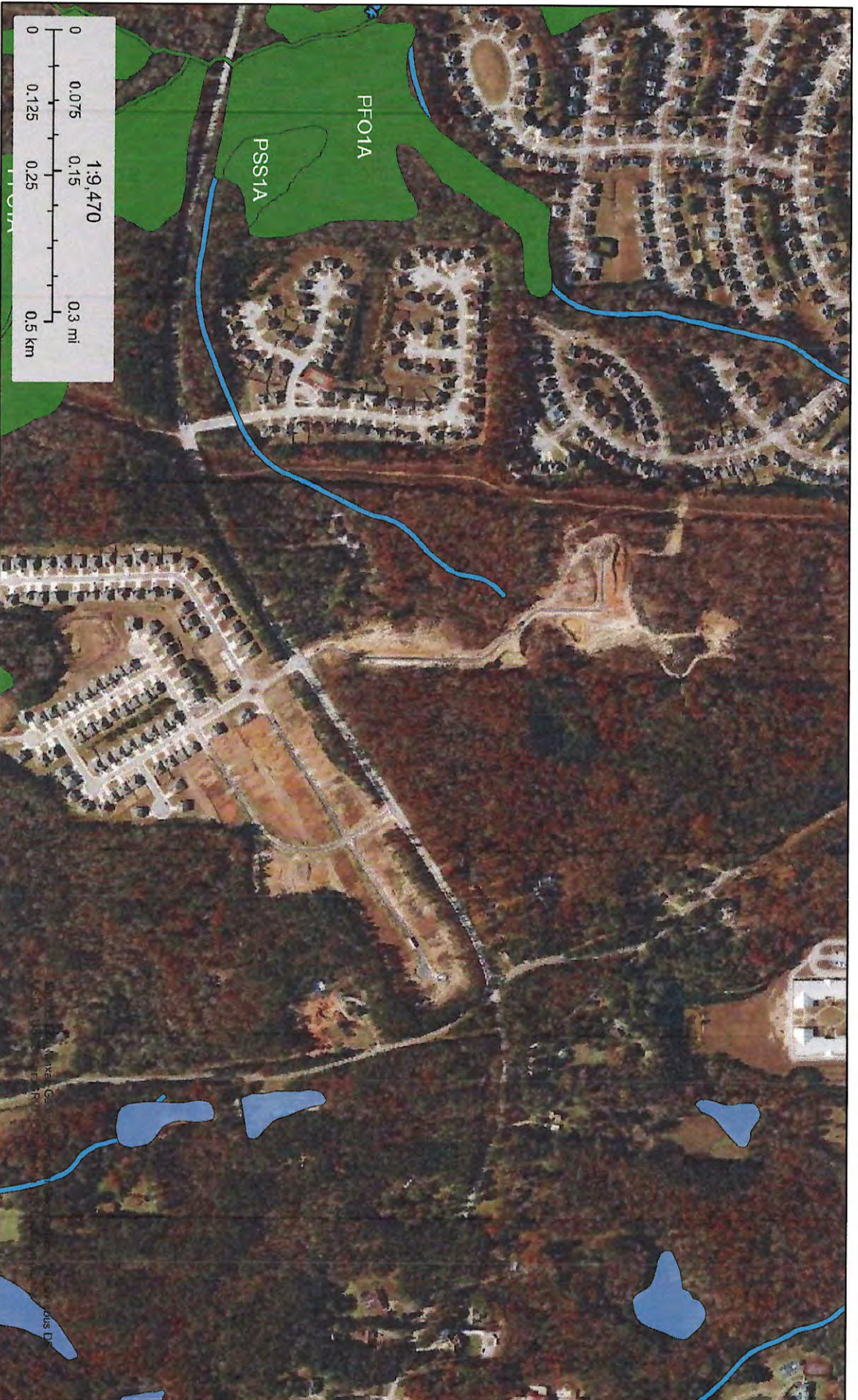
PROPOSED ZONING PLAN FOR THE BUTNER ROAD PROPERTY
CITY OF SOUTH FULTON, GA

DEVELOPER:
PROTESSA DEVELOPMENT
133 JOHNSON TERRACE RD., SUITE 500
MARIETTA, GA 30067
CONTACT: 404.875.7775
PHONE: (404) 727-7775

GRAPHIC SCALE: 1" = 100'-0"
0 100 200 300
N

DATE: OCTOBER 15, 2020

DESIGNED BY: JMD
PLANNED BY: JMD
CHECKED BY: JMD
APPROVED BY: JMD



July 20, 2020

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Freshwater
- Lake
- Other
- Riverine

This map is for general reference only. The U.S. Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



SINGLE FAMILY DETACHED 1 2000 SQUARE FEET



SINGLE FAMILY DETACHED 2 1800 SQUARE FEET



SINGLE FAMILY DETACHED 3 2400 SQUARE FEET



SINGLE FAMILY ATTACHED 960 SQUARE FEET



felipe@proterra.us

TEL: 404 857 1369
FAX 404 973 2167

133 Johnson Ferry Road suite 115
Marietta Georgia

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Z21-009 Council to consider a rezoning at 7445 Old National Highway for the purpose of constructing a mixed use town home and retail development (DISTRICT 7)

DATE: September 28, 2021

SUBJECT: Z21-009 Council to consider a rezoning at 7445 Old National Highway for the purpose of constructing a mixed use town home and retail development (DISTRICT 7)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z21-009	Cover Memo	9/24/2021
Z21-009 staff report FINAL FOR COUNCIL 8.24.21	Cover Memo	9/24/2021

Z21-009

Rezoning 7445 Old National Highway

City Council Meeting
City of South Fulton
August 24, 2021



Z21-009: 7445 Old National Highway

- Planning Commission recommended denial
- Petitioner has submitted a revised site plan based on Council input at the public hearing
- Petitioner has requested a deferral until the next Council meeting in order to hold additional community meetings and gather more public input
- Staff recommendation is approval the deferral request

Z21-009: 7445 Old National Highway



7445 OLD NATIONAL HIGHWAY - CITY OF SOUTH FULTON REZONING PLAN

Z21-009: 7445 Old National Highway



Z21-009: 7445 Old National Highway



GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER



SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT &
REGULATORY AFFAIRS

MEMORANDUM

TO: Mayor and Council
FROM: Planning & Zoning Division
SUBJECT: Z21-009 for 7445 Old National Highway
MEETING DATE: August 24, 2021

Applicant seeks to rezone from **C-1 (Limited Commercial District)** to **MIX (Mixed Use District)**

STAFF RECOMMENDATION: Approval of the request to defer

PLANNING COMMISSION RECOMMENDATION: Denial

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Dewayne Nathaniel Martin for Executive Real Estate, LLC 55 Ivan Allen, Jr. Blvd Suite 820 Atlanta, GA
Status of Applicant:	Attorney for the applicant; intent is to rezone to a new classification
City Council District(s):	District 7
Parcel ID Number:	130188LL0669, 130188LL0297, 130188LL0248, 130188LL0263, 130188LL0628
Area of Property:	Assemblage of multiple parcels totaling 8.981 acres (per survey). Commercial is 1 acre, residential is 7.981 acres.
Current/Past Use of the Property:	Portions of the C-1 is developed.
Prior Zoning Cases/History:	1988Z-0176- AG-1 to C-1 Approved
Surrounding Zoning:	<u>North:</u> AG-1 (Agricultural District) and C-1 (Limited Commercial District) <u>South:</u> C-2 (General Commercial District) <u>East:</u> C-1 (Limited Commercial District) <u>West:</u> R-3 (Single Family Dwelling District) and AG-1 (Agricultural District)
2035 Future Land Use Designation:	<u>Character Type:</u> Community Live Work <u>Land Uses:</u> Live-Work Neighborhood, Public, Semi- public and Institutional, Open Space <u>Zonings:</u> Mix, C-1, C-2, O-I
Compatibility to the Fulton County 2035 Comprehensive Plan:	Yes. Proposed density is 8.52 units per acre. This is below the allowed 9 units per acre.
Overlay District:	Old National Overlay
Public Utilities:	Water service is provided to this site by City of Atlanta. Sewer service is available to the site by Fulton County. Any extension of sewer service is the responsibility of the developer.
Public Services:	Police and fire services are available to the site by the City of South Fulton.

Transportation:

Street: Old National

Classification: Minor Arterial

Public Transit: Yes, MARTA serves Old National Highway located on old National Highway and West Road.

Bike/Pedestrian Access: Sidewalks are located fronting Old National Highway. Bike lanes are not available.

Parking Required (Mixed Use):

Parking will follow the City of South Fulton Ordinance for Townhomes and Commercial uses.

MAPS

City of South Fulton Zoning, Future Land Use, and Aerial Map:

(See attached)

Proposed Site Plan:

(See attached)

PUBLIC PARTICIPATION

A virtual meeting was held on May 27, 2021. The report is attached.

ZONING IMPACT ANALYSIS

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

Yes. The residential portion of this project borders R-3 and AG-1 which are located on West Road. The commercial portion fronts Old National and borders other commercial property.

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

No. The proposed development will not significantly affect the existing use or the adjacent neighbors. The entrance to the proposed residential development will be from Old National Way which will not affect the residents on West Road, and this will be the majority of the traffic to and from this site. The main entrance to the commercial part of the site will be an existing curb cut on Old National, so most commercial traffic will enter and exit from there. There will be a curb cut on West Road as a secondary entrance to the commercial and emergency exit for the residential, but notable traffic is not anticipated at this location.

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

Yes. This property is currently zoned commercial, with frontage on Old National.

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

No. The increase in activity and population from this development will not have a significant impact on existing infrastructure.

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

Yes. This proposal of MIX (Mixed Use) follows the current land use plan. The proposed density is also within allowed guidelines. Total residential proposal is for 68 units.

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

No. There are no other pertinent conditions or concerns with this site.

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

No. This would ultimately be a very low impact proposal.

STAFF COMMENTS

Engineering: Engineering was invited to the pre-application meeting before the application was submitted and provided comments at that time.

Environmental: Requested information, none provided.

Public Works: Requested information, none provided.

Transportation: The traffic engineer was invited to the pre-application meeting before the application was submitted and provided comments at that time.

MARTA: Requested information, none provided.

Fulton County Health Department: Requested information, none provided.

Fulton County Schools: Provided feedback, attachment provided below.

Fire: The Fire Marshall was invited to the pre-application meeting before the application was submitted and provided comments at that time.

Legal: Requested information, none provided.

PLANNER'S RECOMMENDATION

Approval. The request for MIX (Mixed Use) is in line with the Future Land Use Plan. The proposed townhomes will be behind the existing and proposed commercial buildings that will create a natural visual buffer from Old National Highway. The increase in traffic and activity from this development will not be impactful to existing residents or infrastructure. This development would be an improvement to the site.

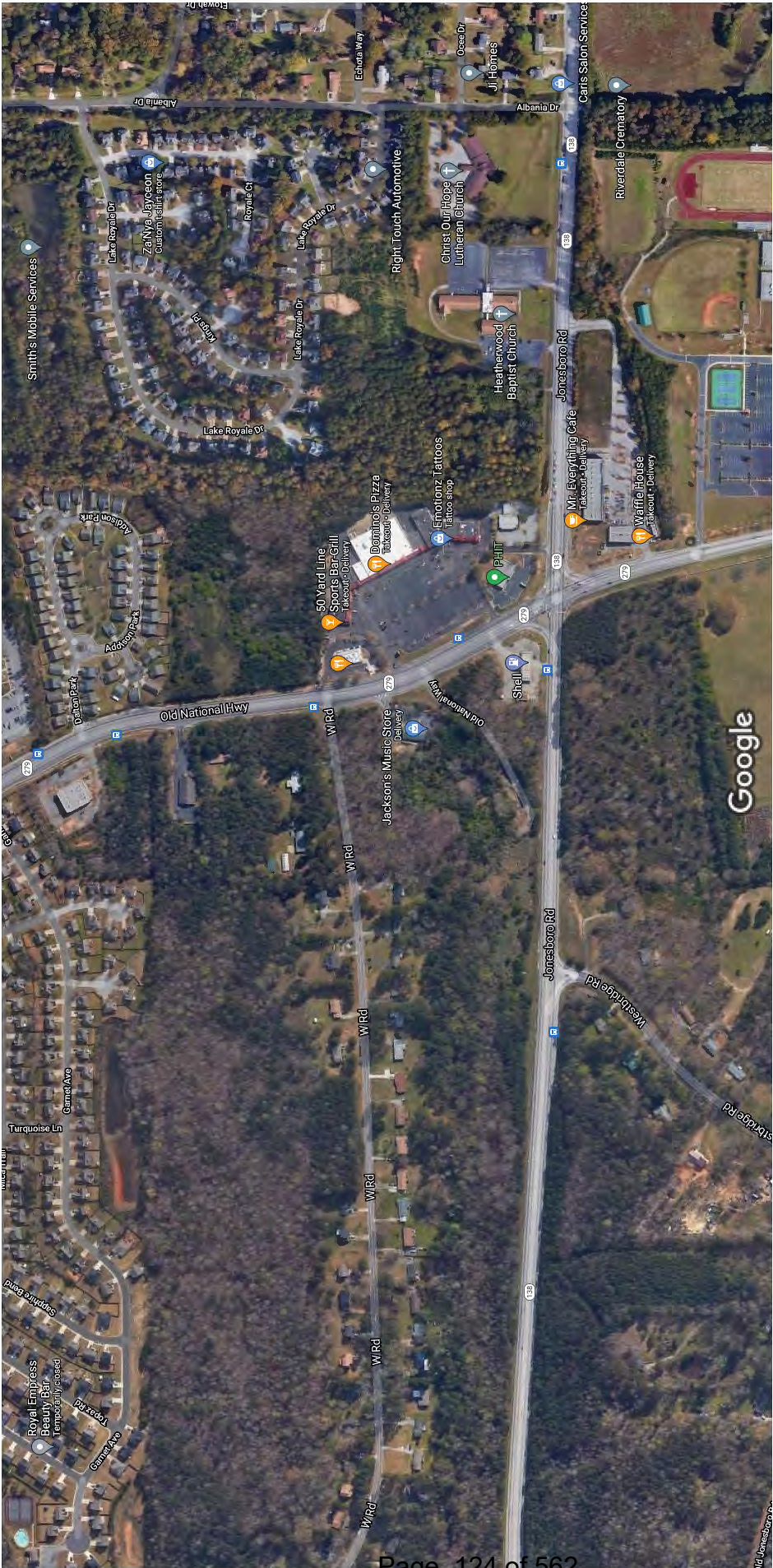
8.18.21: Petitioner has requested to defer this case until the September 28, 2021, Council meeting to do additional community outreach and solicit additional public input. They have also submitted a revised site plan based on comments from the Council. Staff recommendation is to approve the request to defer.

PLANNING COMMISSION RECOMMENDATION

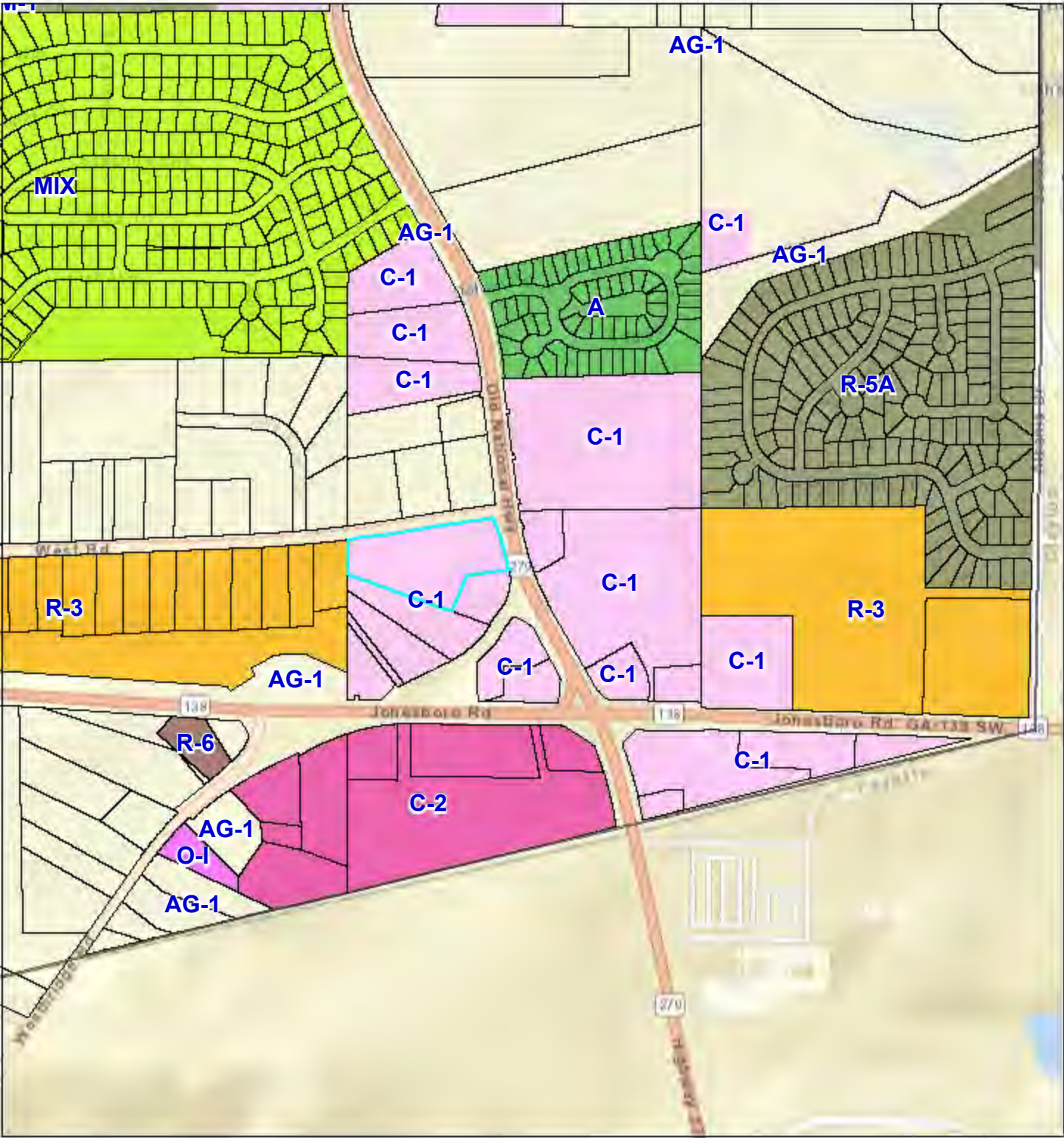
At the July 20, 2021 Planning Commission meeting, the board recommended denial.

PREPARED BY: Dana Gray, Planner

REVIEWED BY: Nathan Mai-Lombardo, Planning and Zoning Administrator
Shayla Reed, Director, CDRA



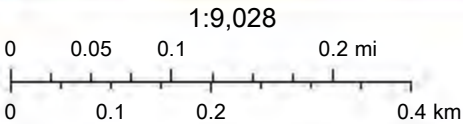
COSF ArcGIS Web Map



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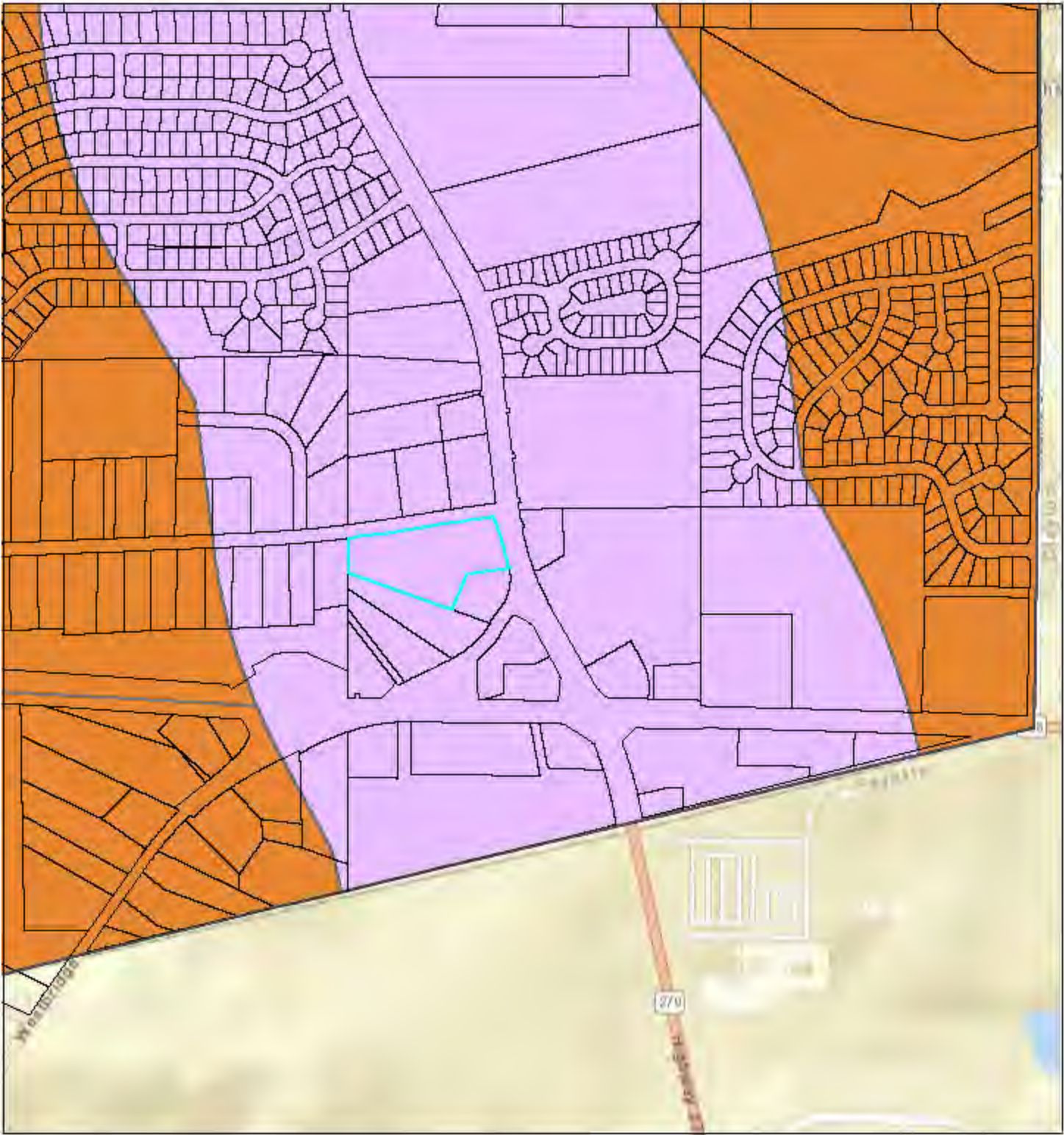
- City Limits
- Tax Parcels from County
- Current Zoning
 - A (Medium Density Apartment)
 - AG-1 (Agricultural)
 - C-1 (Limited Commercial)

- C-2 (General Commercial)
- M-1 (Light Industrial)
- MIX (Mixed Use)
- O-I (Office & Institutional)
- R-3 (Single Family Dwelling)
- R-5A (Single Family Dwelling)
- R-6 (Single Family Dwelling)



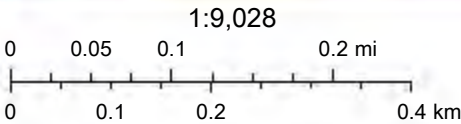
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COSF ArcGIS Web Map



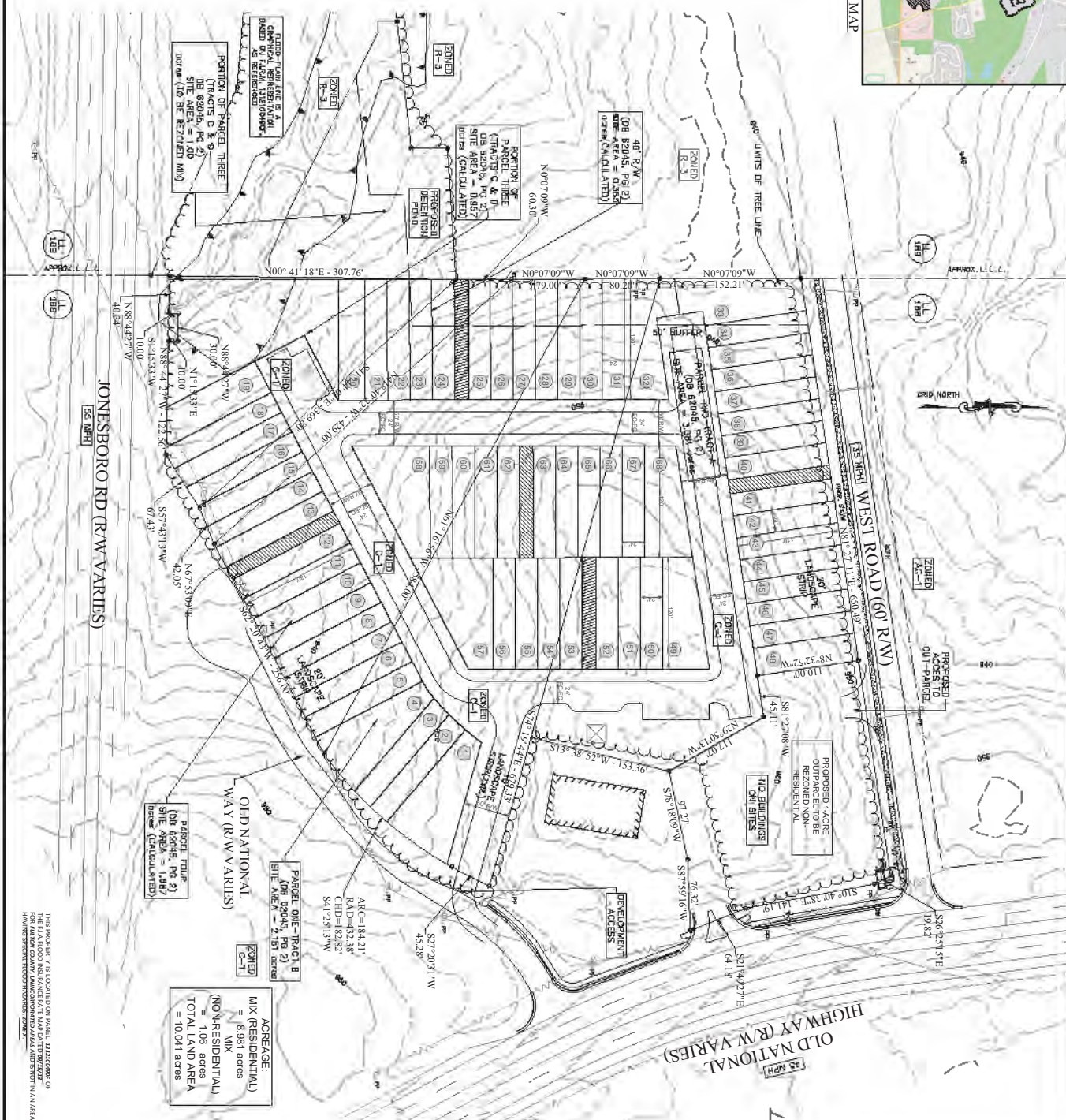
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-  City Limits
-  Tax Parcels from County
- 2035 Future Land Use
 -  Community Live Work
 -  Suburban II Neighborhood



Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

LOCATION MAP



THIS PROPERTY IS LOCATED ON PANEL 13121C0490F OF THE F.I.A. FLOOD INSURANCE RATE MAP DATED 09/18/13 FOR PULTON COUNTY, UNINCORPORATED AREAS AND IS NOT IN AN ARE HAVING SPECIAL FLOOD HAZARDS. ZONE X.

PROPOSED DETENTION POND SERVICE THE SITE'S STORMWATER RUN-OFF, EXCEPT NON-RESIDENTIAL TRACT.

	PROPOSED 1-FACE OUTPARCEL	
	TO BE REZONED NON-RESIDENTIAL.	
	OTHER PARCEL TO BE ZONED	
MIX (MAX) USED:	= 60 FEET	
MIN HEIGHT	= 20 FEET, 24 FEET MIN	
N/A WIDTH	PRODUCED.	
MIN LENGTH	= 100 FEET, 110 FOOT	
DENSITY	= N/A, 7,381 acres/68 units; 8,529 acres/80 units	
MIN LOT SIZE	= CONDITIONAL, 2,640 sq ft PROPOSED	
BUILDINGS ARE TO BE	24 x 35, TYPICAL,	

DRAWING NO.: RZ-1	PROJECT No.	22103-3
	LAND LOT(S):	185, 189
	DISTRICT:	13th
	COUNTY:	TULSA
	SCALE:	1" = 50'
	DATE:	04/27/21

REZONING PLAN		REVISIONS	
7445 OLD NATIONAL HIGHWAY		DATE	DESCRIPTION
CITY OF SOUTH FULTON			

Page 127 of 562

City of South Fulton | September 28, 2023



Urban Engineers, Inc.
1904 MONROE DRIVE, N.E., SUITE 150
ATLANTA, GEORGIA 30324
PHONE: (404) 873-5874
www.urbanengineers.net



PROPOSED 1-ACRE
OUTPARCEL
TO BE REZONED NON-RESIDENTIAL

OTHER PARCEL TO BE ZONED
MIX (MIXED USE):
MAX. HEIGHT = 60 FEET;
MIN. WIDTH = 20 FEET; 22 FEET MIN.
MIN. LENGTH = 100 FEET; 120-FOOT DEPTH
PROPOSED
DENSITY = N/A;
7.981 acres/68 units: 8.52
units/acre.
MIN. LOT SIZE = CONDITIONAL; 2,640 SF
PROPOSED

BUILDINGS ARE TO BE 22' x 50', TYPICAL.



7445 OLD NATIONAL HIGHWAY - CITY OF SOUTH FULTON

REZONING PLAN

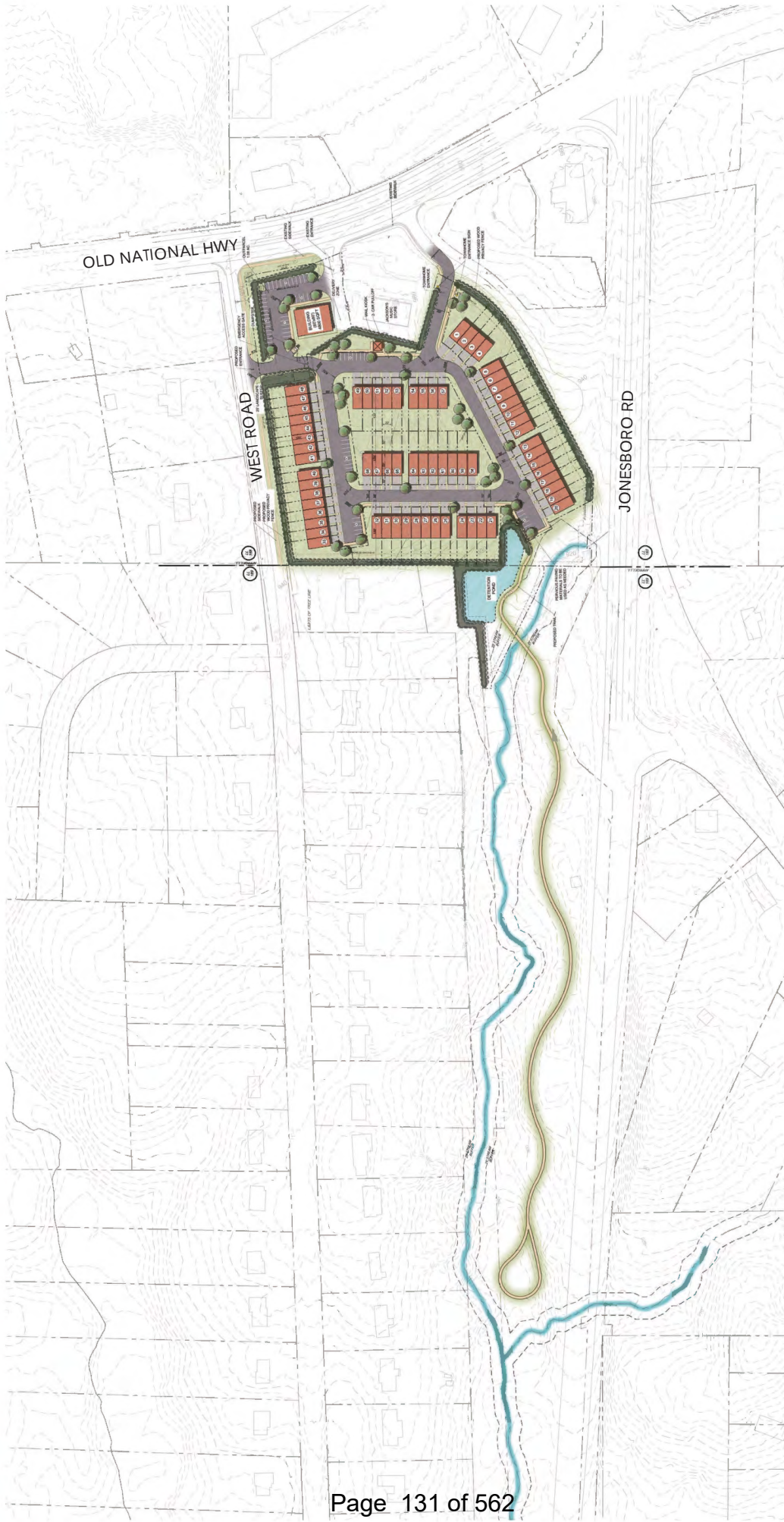
FORESITE
Group



1 of 2







7445 OLD NATIONAL HIGHWAY - CITY OF SOUTH FULTON

TRAIL PLAN











Rezoning Impact Statement

PETITION: Z21-009

JURISDICTION: South Fulton

Proposed Residential Units

Single-family detached 0 Townhouses 69 Apartments 0 Condominiums 0

HOME SCHOOL	PROJECTED BASELINE ENROLLMENT ^A	GADOE CAPACITY	EST. # NEW FCS STUDENTS GENERATED	PROJECTED UNDER/OVER CAPACITY ^B	
				WITHOUT DEV	WITH DEV
Nolan, Love T. ES	681 to 723	850	2 to 33	-169 to -127	-169 to -94
McNair, Ronald MS	852 to 904	1,250	4 to 21	-398 to -346	-394 to -325
Creekside HS	1,667 to 1,771	1,900	7 to 28	-233 to -129	-226 to -101
TOTAL			13 to 82		Insufficient historical data to run report? ☐

HS REGION: Creekside HS

One single-family detached unit generates:

AVERAGE - 1 STD DEV

AVERAGE + 1 STD. DEV.

elementary school students
middle school students
high school students

One townhouse unit generates:

elementary school students
middle school students
high school students

One apartment unit generates:

elementary school students
middle school students
high school students

One condominium unit generates:

elementary school students
middle school students
high school students

(Note: Empty/null values indicate insufficient historic data)

^A Forecasted enrollment for the 2021-22 school year

^B Positive values indicate numbers of students a facility is over state capacity / negative values indicate number of students a facility is under state capacity.

* State capacity indicates space. However due to the number of special programs, portable classrooms or other measures may be needed to accommodate the instructional needs of the school.

*** Student yields are calculated annually based on geocode of enrolled FCS students in built-out developments within the high school zone in which the proposed development is located.



PUBLIC PARTICIPATION PLAN REPORT FORM E

Applicant: Executive Real Estate, LLC Petition No. _____

Date: April 16, 2021

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

All residents within a quarter mile of the subject property.

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

A public meeting was held via zoom May 27, 2021 07:00 PM. Zoom Link: <https://uso2web.zoom.us/join/ztYpde2gqTooGtOd3j8D6unnpoGsNnyIWek>

3. **The following issues and concerns were expressed:**

We had 5 residents register for the meeting, however none logged on to the zoom meeting. No issues or concerns were expressed.

4. **The applicant's response to issues and concerns was as follows:**

We gave the presentation and recorded it.

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

Attach additional sheets as needed.

SEE ATTACHED

May 17, 2021

Dear Neighbor,

Executive Real Estate, LLC the owner of unimproved property located in the City of South Fulton, Georgia consisting of approximately 9.7 acres fronting West Road, Old National Highway and Jonesboro Road and +/- 14 acres with several hundred feet of frontage on Jonesboro Road, has filed an application with the City of South Fulton to rezone the 9.7 acre parcel from the C-1 to MIX Mixed Use and 1 acre of the +/- 14 parcel from R-3 to MIX Mixed Use.

An informational meeting will be held May 27, 2021 at 7:00 pm to brief residents and business owners regarding the rezoning application. Due to precautions being implemented by the City of South Fulton in response to the COVID-19 (Coronavirus) pandemic, the meeting will be held virtually via Zoom. The meeting information and link to access the meeting via Zoom are as follows:

Meeting Information

What: Informational Meeting Regarding Executive Real Estate, LLC Rezoning Application

When: May 27, 2021 07:00 PM Eastern Time

Information to Register and Join the Meeting Via Zoom:

<https://us02web.zoom.us/join/register/tZYpde2gqTooGtOd3j8D6unnpoGsNnyIWekM>

After registering for the meeting, you will receive a confirmation email containing information about joining the meeting.

We look forward to meeting you virtually on May 27, 2021 at 7:00 pm

Sincerely,

Executive Real Estate, LLC

FLAVIGNY MONDEL K. & JOHN ELROY LEON
180 CATLYN CT
RIVERDALE GA 30296

VOVOC VENTURES LLC
100 WINTERBERRY RDG
FAYETTEVILLE GA 30214

Stonemerge Property Owners Assoc., Inc.
101 Devant St., Suite 905
FAYETTEVILLE GA 30215

CITIZENS & SOUTHERN NATL BANK
101 N TRYON ST
CHARLOTTE NC 28255

ASTON MANOR PROPERTIES LLC
1013 PLEASANCE GRV
PEACHTREE CITY GA 30269

Bernett Steele Laurie Jean & Bernett Johnnie Marie
Lafayette
1000 CARPENTER LN
BUCKHEAD GA 30625

CHOICE TASHARD
1033 EMERSON PARK COX
PLANO TX 75093

HARDEN ALLISON K
105 CATLYN CT
RIVERDALE GA 30296

LOUNARATH KHAMBAI ET AL
1094 CLIFTWOOD DR
RIVERDALE GA 30296-3437

JACKSON RALPH E
110 CATLYN CT
RIVERDALE GA 30296

BROWN JOHN M E
110 DITMARS BLVD
FLUSHING NY 11369

PREWITT THERESA
115 CATLYN CT
RIVERDALE GA 30296

12 LUV INC
1174 PRYOR ST
ATLANTA GA 30315

AKINS JOYCE D
120 CATLYN CT
RIVERDALE GA 30296

STANLEY JONES ROBIN
120 HICKORY PL
FAYETTEVILLE GA 30214

ADEYEFA OLAWANDE J & OLUREMI
12153 DICKSON RD
HAMPTON GA 30228

BROWN KEVIN
125 CATLYN CT
RIVERDALE GA 30296

ROMAN NORMA & CARLOS
130 CATLYN CT
RIVERDALE GA 30296

HALL SYLVIA
135 CATLYN CT
RIVERDALE GA 30296

ITEM V TRUST & WEINSTOCK MICHAEL
1370 INDIAN TRL NW
ATLANTA GA 30339

ANDERSON JOHN F
140 TWIN OAKS BLVD
LAFAYETTE LA 70503

Acquisition Solutions, LLC
1741 Newnan Crossing Blvd., Suite #182
NEWNAN GA 30265

WURSTER MARK
180 WALTERS WAY SUITE 144
FAYETTEVILLE GA 30214

LAMB BENNIE CHARLES
200 MADELINE PARK
RIVERDALE GA 30296-1986

EVANS SHERRY DAVIS
210 MADELINE PARK
RIVERDALE GA 30296

SIMS FELESSA
2188 ADDISON PARK
RIVERDALE GA 30296

BANKS MARGARET
2193 ADDISON PARK
RIVERDALE GA 30296

HEATHERWOOD FIRST BAPT CH INC
2195 HWY 138 SW
RIVERDALE GA 30296

JACKSON CALVIN S
2196 ADDISON PARK
RIVERDALE GA 30296

PITTMAN LEWIS L
2197 ADDISON PARK
RIVERDALE GA 30296

OFFICE CYNTHIA G
2200 ADDISON PARK
RIVERDALE GA 30296

GIBSON DELORES LE & DANDRIDGE KIRK
2201 ADDISON PARK
RIVERDALE GA 30296

DEMBY SHON M
2204 ADDISON PARK
RIVERDALE GA 30296

MARY LOUISE SCANDWICK FAMILY TRUST THE
2205 ADDISON PARK
RIVERDALE GA 30296

CLAY CHARLES E
2208 ADDISON PARK
RIVERDALE GA 30296

GALLARD MARY R
2209 ADDISON PARK
RIVERDALE GA 30296

STRAKER JUANNE J
2213 ADDISON PARK
RIVERDALE GA 30296

STUDSTEL VERNORDIA M
2216 ADDISON PARK
RIVERDALE GA 30296

ARMSTEAD JOYCE
2221 ADDISON PARK
RIVERDALE GA 30296

JUNG NORBERT & ELENA
2224 ADDISON PARK
RIVERDALE GA 30296

DAVIS PAMILA L
2233 ADDISON PARK
RIVERDALE GA 30296

BOONE JOHN & ALVIA E
2236 ADDISON PARK
RIVERDALE GA 30296

DURDEN KENNETH
2237 ADDISON PARK
RIVERDALE GA 30296

GERMAN APRIL E
2240 ADDISON PARK
RIVERDALE GA 30296

BENNETT MICHELLE L
2248 ADDISON PARK
RIVERDALE GA 30296

MOSLEY EDITH M
2249 ADDISON PARK
RIVERDALE GA 30296

STEWART MARY D
2252 ADDISON PARK
RIVERDALE GA 30296

PARKS ANGELA CHERIE
2256 ADDISON PARK
RIVERDALE GA 30296

JORDAN STELLA M
2257 ADDISON PARK
RIVERDALE GA 30296

SILVA AMATELLE & EWING JEFFREY
2260 ADDISON PARK
RIVERDALE GA 30296

GOLDEN RAYMOND & GLADYS
2261 ADDISON PARK
RIVERDALE GA 30296

REED EDWINA
2264 ADDISON PARK
RIVERDALE GA 30296

DAVIDSON LADELL
2265 ADDISON PARK
RIVERDALE GA 30296

MORGAN ERICA
2268 ADDISON PARK
RIVERDALE GA 30296

SHACKLEFORD BETTY
2272 ADDISON PARK
RIVERDALE GA 30296

BILLINGS GERINE
2273 ADDISON PARK
RIVERDALE GA 30296

BOYKIN MARIAN
2276 ADDISON PARK
RIVERDALE GA 30296

MORGAN GWENDOLYN
2285 ADDISON PARK
RIVERDALE GA 30296

ANDP HOMES LLC
229 PEACHTREE ST NE SUITE 705
ATLANTA GA 30303

RAHSGHASEM KHADIJAH & TERESA TARIJAH
2317 HOLLYRIDGE DR
MARIETTA GA 30060

PIERRE CLIFFORD SR
2335 DALTON PARK
RIVERDALE GA 30296

VOSGES JEANNE
2339 DALTON PARK
RIVERDALE GA 30296

JONES JENNIFER
2342 DALTON PARK
RIVERDALE GA 30296

SATTO SHAWNEL F & WILLIAMS ALICE M
2346 DALTON PARK
RIVERDALE GA 30296

RANGE DORIS V
2347 DALTON PARK
RIVERDALE GA 30296

EQUITY TRUST COMPANY
235 WOODCHASE CLOSE
ATLANTA GA 30319

LIBURD ALDO
2350 DALTON PARK
RIVERDALE GA 30296

SCOTT SHAMELA KINGDON & BAKER LETHENA
ION
2351 DALTON PARK
RIVERDALE GA 30296

STEPHENS BRIDGETTE
2365 WEST RD
RIVERDALE GA 30296

HOGENS LAKITHA Q
2370 GARNET AVE
RIVERDALE GA 30296

COUSINS RIDLEY & CARPENTER NADINE
2378 GARNET AVE
RIVERDALE GA 30296

DECRUZ ESME & DECRUZ DORCELIAH SOFIA
A
2387 GARNET AVE
RIVERDALE GA 30296

ARNOLD KENNETH M & JUDY E
2385 WEST RD
RIVERDALE GA 30296

CARTER LAVONNA
2386 GARNET AVE
RIVERDALE GA 30296

Franklin & Glenda Placencia
2389 WEST RD
RIVERDALE GA 30296

EASLEY TERRY G
2395 LAKE ROYALE DR
RIVERDALE GA 30296

RIDDICK MELVIN & OLLIE
240 MADELINE PARK
RIVERDALE GA 30296

Catholic School Properties, Inc.
2401 LAKE PARK DR. SE
SMYRNA GA 30080

TRICHE PATRICIA
2404 NEW WEST RD
RIVERDALE GA 30296

CROSS BARRY L & MARCIA J
2405 LAKE ROYALE DR
RIVERDALE GA 30296

SAYLORS EUGENIA A EXTRA
2429 WEST RD
RIVERDALE GA 30296

ROBINSON JANICE
2434 WEST RD
RIVERDALE GA 30296-1613

JACKSON MC ARTHUR
2444 WEST RD
RIVERDALE GA 30296

WILLIAMS RUFUS L
2445 WEST RD
RIVERDALE GA 30296

MANIVONG HONG & MOUN
2455 WEST RD
RIVERDALE GA 30296

LEWIS THAPDEUS L
2464 WEST RD
RIVERDALE GA 30296

April Quarterman ✓
2465 NEW WEST RD
RIVERDALE GA 30296

SOVIRAVONG SOMLITH
2465 WEST RD
RIVERDALE GA 30296

BANKS WILLIAM H JR & MARTHA E
2474 NEW WEST RD
RIVERDALE GA 30296-1613

SOUTH FULTON LLC
270 N JEPT DAVIS DR
TAYETTEVILLE GA 30214

ALI WEAM
2705 OXMOOR GLEN DR
BIRMINGHAM AL 35211

ACTUAL BUILDERS INC
310 MARLA CIR
RIVERDALE GA 30296

WEIS SYLVIA
315 MARLA CIR
RIVERDALE GA 30296-7211

MADISON KRISTA L H & REGINALD A
320 MARLA CIR
RIVERDALE GA 30296

HOLT CLYDE C JR & JO ANNE
3219 TURKEY MT RD NE
ROME GA 30161

ROBTWO SHIRLEY PRINCE KALL GRAND
LODGE
830 ALBEMARLE AVE
ATLANTA GA 30303

Misumi Properties, LLC
3324 Peachtree Rd NE Suite 2815
ATLANTA GA 30326

CLIFTWOOD PROPERTIES LLC
333 SANDY SPRINGS CIR STE 130
ATLANTA GA 30328-3833

PHOKHAM DON & KONGSY
1440 PARSON RUN
SUWANEE GA 30024

FYR 36R Borrower, LLC
3505 KOGER BLVD SUITE 400
DULUTH GA 30096

LVO LIANG
3675 CRESTWOOD PKWY STE 400-405
DULUTH GA 30096

MAI HA
405 DOMINIQUE CT
FAYETTEVILLE GA 30214

Powers Development, Inc
4207 N. MAIN ST
HOUSTON TX 77019

MELBOURNE ISHEKA L
423 SAPPHIRE BND
RIVERDALE GA 30296

WHITE TAUHEEDAH
424 SAPPHIRE BND
RIVERDALE GA 30296

WILLIAMS MARILYN A
427 SAPPHIRE BND
RIVERDALE GA 30296-6010

COVINGTON TIERRA
428 SAPPHIRE BND
RIVERDALE GA 30296

AJIBADE BANJI
431 SAPPHIRE BND
RIVERDALE GA 30296

HARDISON BRANDON K
440 RIDGEWOOD WAY
ALPHARETTA GA 30302

WESTBRIDGE FAIRBURN TRUST THE
4426 B HUGH HOWELL RD STE 200
TUCKER GA 30084

Mastermind Investments, LLC
4724 SPRING MEADOW COVE
OLIVE BRANCH MS 38654

DRENNAN PAUL
50 RICH MOUNTAIN RD
JASPER GA 30143

SRMZ I LLC
5001 PLAZA ON THE LK
AUSTIN TX 78746

ROCK II LLC
513 WYNCROFT WAY
MC DONOUGH GA 30253

OLD NATIONAL RETAIL CENTER LLC
5865 N POINT PKWY STE 250
ALPHARETTA GA 30022

DRYDEN DOUGLAS J & MARL JO
5980 NACHOOCHEE TRL
FLOWERY BRANCH GA 30542

ACACIA INVESTMENTS LLC
6 NAVAL COURT ST
ZAF SOUTH AFRICA

ITSON MARCUS E
606 GRANDE VIEW
STONE MOUNTAIN GA 30087-6060

FLOYD VERNON D & CASSANDRA
6125 STAGECOACH RD
REX GA 30273

Ladera Capital, LLC
6175 HICKORY FLAT HWY SUITE 110-331
CANTON GA 30115

Registrants for 'Executive Real Estate, Inc. Rezoning Information Meeting'

☐	Registrants	Email Address	Registration Date	
☐	April quarterman	quartermanapril@gmail.com	May 20, 2021 09:38 PM	Copy
☐	John Schiavone	aray@archatl.com	May 20, 2021 03:22 PM	Copy
☐	L. Scott Laravea	lslproperties@aol.com	May 17, 2021 11:34 AM	Copy
☐	Harold Singer	haroldsinger@hotmail.com	May 16, 2021 07:01 PM	Copy
☐	PAul DAgnese	atlantadiversified1@gmail.com	May 16, 2021 04:56 PM	Copy

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APPLICATION FOR REZONING & USE PERMIT

City of South Fulton Community Development and Regulatory Affairs
City of South Fulton City Hall
5440 Fulton Industrial Boulevard
Atlanta, GA 30336

DATE: April 16, 2021

TAX PARCEL IDENTIFICATION NUMBER(S): 13 0188 LL0699, 13 0188 LL0297, 13 0188 LL0248, 13 0188 LL0263, 13 0188 LL0628, & 13 0188 LL0577

SECTION I

REZONING REQUEST

Office use only:

ZONING CASE #: _____ ROAD FRONTAGE: 590'

PROPERTY ADDRESS (if available): 7445 Old National Highway South Fulton, GA

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned
from C-1 to MIX

Existing Zoning(s)

Proposed Zoning(s)

SECTION II

USE PERMIT REQUEST

Office use only:

USE PERMIT CASE # _____ ROAD FRONTAGE: _____

Under the provisions of Article XIX of the Zoning Resolution, application is hereby made to obtain a Use Permit as follows:

CURRENT ZONING: _____

USE PERMIT REQUEST: _____

SECTION IV

OWNER/PETITIONER

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- If you are the sole owner of the property and not the petitioner complete Part 1.
- If you are the petitioner and not the sole owner of the property complete Part 2.
- If you are the sole owner and petitioner complete Part 1.
- If there are multiple owners each must complete a separate Part 1 and include it in the application.

PRE-APPLICATION REVIEW FORM

Office use only:

I hereby certify that I have completed a preliminary review of the site plan for this project and determined that it meets the minimum standards specified by Article 28.5.2 of the Fulton County Zoning Resolution.

Staff signature: _____ Date: _____

Planning Division
Community Development and Regulatory Affairs

Staff printed name: _____

The undersigned acknowledges that the site plan is submitted in accordance with Article 28.5.2 of the City of South Fulton Zoning Ordinance and failure to comply shall render my application incomplete which may result in delay in the process of this application.

Applicant signature: [Signature] Date: April 14, 2021

Applicant printed name: Executive Real Estate, LLC

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Executive Real Estate, LLC

TYPE OR PRINT OWNER'S NAME

P.O. Box 98464

ADDRESS

Atlanta, GA

30359

CITY & STATE

ZIP CODE

OWNER'S SIGNATURE

atlantadiversified1@gmail.com

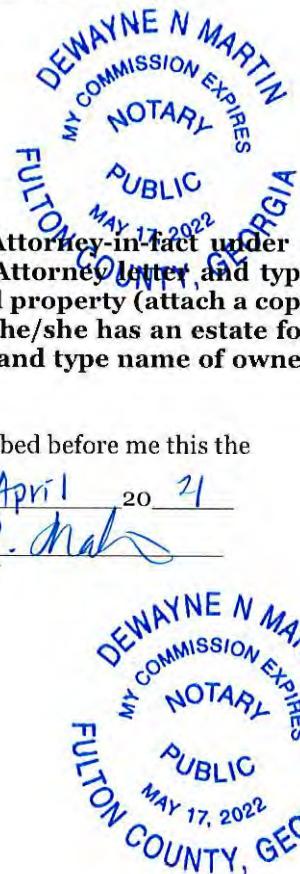
EMAIL ADDRESS

Sworn to and subscribed before me this the

14th Day of April 20 21
DeWayne N. Martin
NOTARY PUBLIC

(678) 761-9560

PHONE NUMBER



PART 2.

Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Executive Real Estate, LLC

TYPE OR PRINT PETITIONER'S NAME

P.O. Box 98464

ADDRESS

Atlanta, GA

30359

CITY & STATE

ZIP CODE

PETITIONER'S SIGNATURE

atlantadiversified1@gmail.com

EMAIL ADDRESS

Sworn to and subscribed before me this the

14th Day of April 20 21
DeWayne N. Martin
NOTARY PUBLIC

(678) 761-9560

PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: ☒ Attorney ☐ Agent

DeWayne Nathaniel Martin

TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

55 Ivan Allen, Jr. Blvd NW Suite 820

ADDRESS

Atlanta, GA

30308

CITY & STATE

ZIP CODE

PETITIONER'S SIGNATURE

dewayne@dnmartinfirm.com

EMAIL ADDRESS

(404) 477-1282

PHONE NUMBER

221-009

**Formal Request to Rezone 7445 Old National Hwy (Assemblage)
from C-1 to MIX**

**Letter of Intent
for
Proposed Rezoning
Old National Highway and Jonesboro Road**

The parcels affected are under common ownership, contiguous and can most readily be identified as: 130188 LL0669, 130188 LL0297, 130188 LL0248, 130188 LL0263, 130188 LL0628, & 130189 LL0577

- Assemblage of multiple tracts currently zoned C-1, comprising of approximately 9.7 acres with frontage on West Road, Old National Highway and Jonesboro Road which collectively essentially wrap the existing commercial building which contains a State Farm Insurance Agency and Jackson's Music Store.
- +/- 14 acre tract currently zoned R-3 adjacent to and west of #1 above with several hundred feet of frontage on Jonesboro Road and a strip of +/- 60' with access to West Road.

Ultimately, the proposed rezoning will result in replatting the total assemblage into three separate parcels as follows:

- MIX Mix Use District for a one-acre tract to be located at the corner of Old National Highway and West Road. This tract currently has a shared right turn only ingress/egress from Old National highway with the adjacent existing commercial building. A curb cut onto West Road is proposed.
- MIX Mix Use District for the balance of #1 above (+/- 8.7 acres) combined with +/- one acre of the adjacent R-3 parcel (total +/- 9.7 acres). The proposed development will include:
 - Sixty-Nine (69) Lots
 - Lot Size = 24' X 110'
 - Building Footprint = 24' X 55'
 - Access to existing Old National Way will provide access to Old National Highway.
 - A sort (less than 100') section of the intermittent stream emerging from the culvert in the Jonesboro Road ROW will be managed with a Nationwide Permit through a third-party environmental consultant.
- The remaining +/- 13 acres of the currently zoned R-3 parcel will remain R-3. This parcel has significant barriers to redevelopment consisting of its configuration, topo, and stream buffers associated with the perennial and intermittent streams onsite.

Parcel One (Tract B):

ALL THAT TRACT or parcel of land lying and being in Land Lot 188 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING, commence at an iron pin set at the intersection of the southerly side of West Road and the west lot line of Land Lot 188; thence South 01 degree 07 minutes 07 seconds west, 152.21 feet to a point and the TRUE POINT OF BEGINNING; thence South 73 degrees 0.5 minutes 28 seconds east, 679.33 feet to a point located on the northwesterly side of Old National Highway Connector; thence South 28 degrees 34 minutes 47 seconds west along the northwesterly side of Old National Highway Connector, 45.28 feet to a point; thence southwesterly, along the northerly and side of Old National Highway Connector and following the curvature thereof, 184.21 feet to an iron pin found; thence North 60 degrees 02 minutes 40 seconds west, 584.00 feet to a point located on the west lot line of Land Lot 188; thence North 01 degree 07 minutes 07 seconds east, along said Land Lot line, 80.2 feet to a point and THE TRUE POINT OF BEGINNING; being described as Tract B according to plat of survey by Larry D. Neese, Registered Land Surveyor, dated February 12, 2001; being 2.151 acres, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

Being the same property as that described in that certain Warranty Deed recorded in Deed Book 22868, Page 264, Fulton County records.

Parcel Two (Tract A):

ALL THAT TRACT or parcel of land lying and being in Land Lot 188 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set at the intersection of the southern right-of-way line of West Road (a sixty foot right-of-way) with the west lot line of Land Lot 188; thence North 82 degrees 41 minutes 27 seconds east, 650.49 feet to a point; thence South 25 degrees 10 minutes 59 seconds east, 19.82 feet to an iron pin found; thence South 09 degrees 26 minutes 22 seconds east, 141.19 feet to an iron pin found; thence South 20 degrees 35 minutes 11 seconds east, 64.18 feet to an iron pin found; thence South 89 degrees 13 minutes 32 seconds east, 76.32 feet to a point; thence South 79 degrees 32 minutes 25 seconds west, 97.27 feet to a point; thence South 14 degrees 53 minutes 08 seconds west, 153.36 feet to a point; thence North 73 degrees 05 minutes 28 seconds west, 513.15 feet to a point; thence North 01 degree 07 minutes 07 seconds east, 152.21 feet to an iron pin set on the southern right-of-way line of West Road and the point of beginning; being 3.881 acres; as shown and designated as Tract A on a plat of survey by Larry D. Neese, Registered Land Surveyor, dated February 12, 2001, together with

all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

Parcel Three (Tracts C & D):

ALL THAT TRACT or parcel of land lying and being in Land Lot 189 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found at the southwest corner of Lot 18 of Westward Acres, Unit Three, as depicted on plat of survey recorded in Plat Book 96, page 77, Fulton County records, thence North 88 degrees, 52 minutes, 29 seconds east, 1,000.00 feet to a point; thence South 01 degree 09 minutes 29 seconds west, 25.00 feet to a point; thence North 88 degrees 52 minutes 29 seconds east, 250.00 feet to a point; thence North 88 degrees 52 minutes 19 seconds east, 375.00 feet to a point; thence South 87 degrees 42 minutes 41 seconds east, 125.60 feet to a point; thence North 84 degrees 51 minutes 19 seconds east, 375.00 feet to a point; thence North 01 degree 21 minutes 19 seconds east, 39.10 feet to a point; thence North 87 degrees 36 minutes 52 seconds east, 141.30 feet to a point located on the east lot line of Land Lot 189; thence South 40 degrees 29 minutes 45 seconds east, 369.80 feet to a point; thence South 58 degrees 57 minutes 29 seconds west, 67.43 feet to a point; thence North 87 degrees 30 minutes 11 minutes west, 122.56 feet to a point; thence North 02 degrees 29 minutes 49 seconds east, 10.00 feet to a point; thence North 87 degrees 30 minutes 11 seconds west, 30.00 feet to a point; thence South 02 degrees 29 minutes 49 seconds west, 10.00 feet to a point; thence North 87 degrees 30 minutes 11 seconds west, 40.34 feet to a point; located on the east lot line of Land Lot 189; thence South 02 degrees 49 minutes 08 seconds west 20.11 feet to a point; thence North 64 degrees 11 minutes 24 seconds west, 222.41 feet to a point; thence North 84 degrees 01 minute 40 seconds west, 125.70 feet to a point; thence South 65 degrees 17 minutes 58 seconds west, 123.39 feet to a point; thence South 41 degrees 55 minutes 58 seconds west, 100.50 feet to a point located on the northerly right-of-way line of State Road 138 (Jonesboro Road); thence North 88 degrees 11 minutes 23 seconds west, 61.32 feet to a right-of-way monument; thence North 06 degrees 27 minutes 20 seconds east, 10.13 feet to a right-of-way monument; thence South 62 degrees 07 minutes 48 seconds west, 16.37 feet to a right-of-way monument; thence North 84 degrees 22 minutes 24 seconds west 11.24 feet to a right-of-way monument; thence North 86 degrees 06 minutes 01 second west, 1,092.10 feet to a point; thence North 14 degrees 31 minutes 19 seconds west, 15.81 feet to a point; thence North 86 degrees 05 minutes 13 seconds west, 25.00 feet to a point; thence South 14 degrees 31 minutes 19 seconds east, 15.81 feet to a point; thence North 86 degrees 08 minutes 12 seconds west, 750.93 feet to a point; thence North 03 degrees 07 minutes 27 seconds west, 10.00 feet to a point, thence North 87 degrees 04 minutes 33 seconds west, 40.59 feet to a point; thence South 02 degrees 43 minutes 27 seconds west, 10.00 feet to a point; thence North 84 degrees 24 minutes 45 seconds west, 357.07 feet to a point; thence North 02 degrees 31 minutes 55 seconds east, 226.12 feet to a point; thence South 87 degrees 08 minutes 30 seconds east, 124.24 feet to an iron pin; thence South 87 degrees 11 minutes 24 seconds east; 130.52 feet to a

point; thence North 02 degrees 31 minutes 02 seconds east, 265.05 feet to an iron pin found on the south right-of-way line of New West Road; thence South 71 degrees 54 minutes 16 seconds east, 62.39 feet to an iron pin found; thence South 02 degrees 33 minutes 55 seconds west, 328.44 feet to an iron pin found; thence South 82 degrees 50 minutes 04 seconds east 117.73 feet to an iron pin found; thence South 82 degrees 22 minutes 10 seconds east, 159.88 feet to an iron pin found and the point of beginning; as shown and delineated as Tract C (0.957 acre) and Tract D (13.998 acres) on a plat of survey by Larry D. Neese, Registered Land Surveyor, dated February 12, 2001, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

Parcel Four

All that tract or parcel of land lying and being in Land Lot 188 of the 13th District of Fulton County, Georgia, being Tract 3 of J.A. Godby property and being more particularly described as follows:

BEGINNING at a point on the Northwestern side of Old National Highway Three Hundred Fifteen (315) feet Northeasterly of the West line of Land Lot 188 as measured along the Northwestern side of Old National Highway, (said point of beginning also being the intersection formed by the Northwestern side of Old National Highway and the Northeasterly side of an unnamed 40 foot road); running thence Northeasterly along the Northwestern side of Old National Highway, Two Hundred Fifty-Six (256) feet to Tract 2 of the J.A. Godby property; running thence Northwesternly along the Southwesterly line of said Tract 2, Five Hundred Eighty four (584) feet to the West line of Land Lot 188; running thence South along the West line of said Land Lot, Seventy-Nine (79) feet to the Northeasterly side of said 40 foot road; running thence Southeasterly along the Northeasterly side of said road, Four Hundred Twenty-Nine (429) feet to the Northwestern side of Old National Highway and the point of beginning, being improved property, having a house thereon known as No. 7485 Old National Highway, according to the present system of numbering houses in the City of College Park, Georgia and suburbs; said property being the same property described in a plat of survey by Ronald E. Gudger, RLS # 2089 of Gudger Surveying, Inc. for George A. Johnson and Robin S. Johnson, dated 10-30-96 which is by reference incorporated herein and made a part hereof, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

Deed Book 62788 Pg 57
Filed and Recorded Dec-14-2020 08:58am
2020-0368860
Real Estate Transfer Tax \$60.50
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, Georgia

Space Above This Line for Recorder's Use

Prepared By and Return To:

Sherman & Phalen, LLC
1165 Northchase Parkway SE
Suite 450
Marietta, GA 30067
File 20-3670

Parcel ID 13-0188-LL-024-8
13-0188-LL-026-3
13-0188-LL-029-7
13-0188-LL-062-8
13-0188-LL-066-9
13-0189-LL-057-7

STATE OF GEORGIA

COUNTY OF BUTTS

LIMITED WARRANTY DEED

THIS INDENTURE, is made this 4th day of December, 2020, between HB ASSET MANAGEMENT, LLC, a Georgia limited liability company ("Grantor"), and EXECUTIVE REAL ESTATE, LLC, a Delaware limited liability company ("Grantee") to wit:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, the Grantor has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described premises, to wit:

All that certain piece or portion of ground described in Exhibit "A" attached hereto and made a part hereof, together with all buildings and improvements thereon, and all the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining thereto, situated in Fulton County, Georgia (collectively, the "Property"). To have and to hold all and singular the premises before mentioned, unto said Grantee, its successors and assigns, forever.

And said Grantor does hereby warrant the title to said premises, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, provided that, this conveyance is subject to those matters set forth on Exhibit "B" attached hereto.

[Signatures on following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

April Baum

Witness

Jenny Smith

Notary Public

My commission expires: 8-1-22

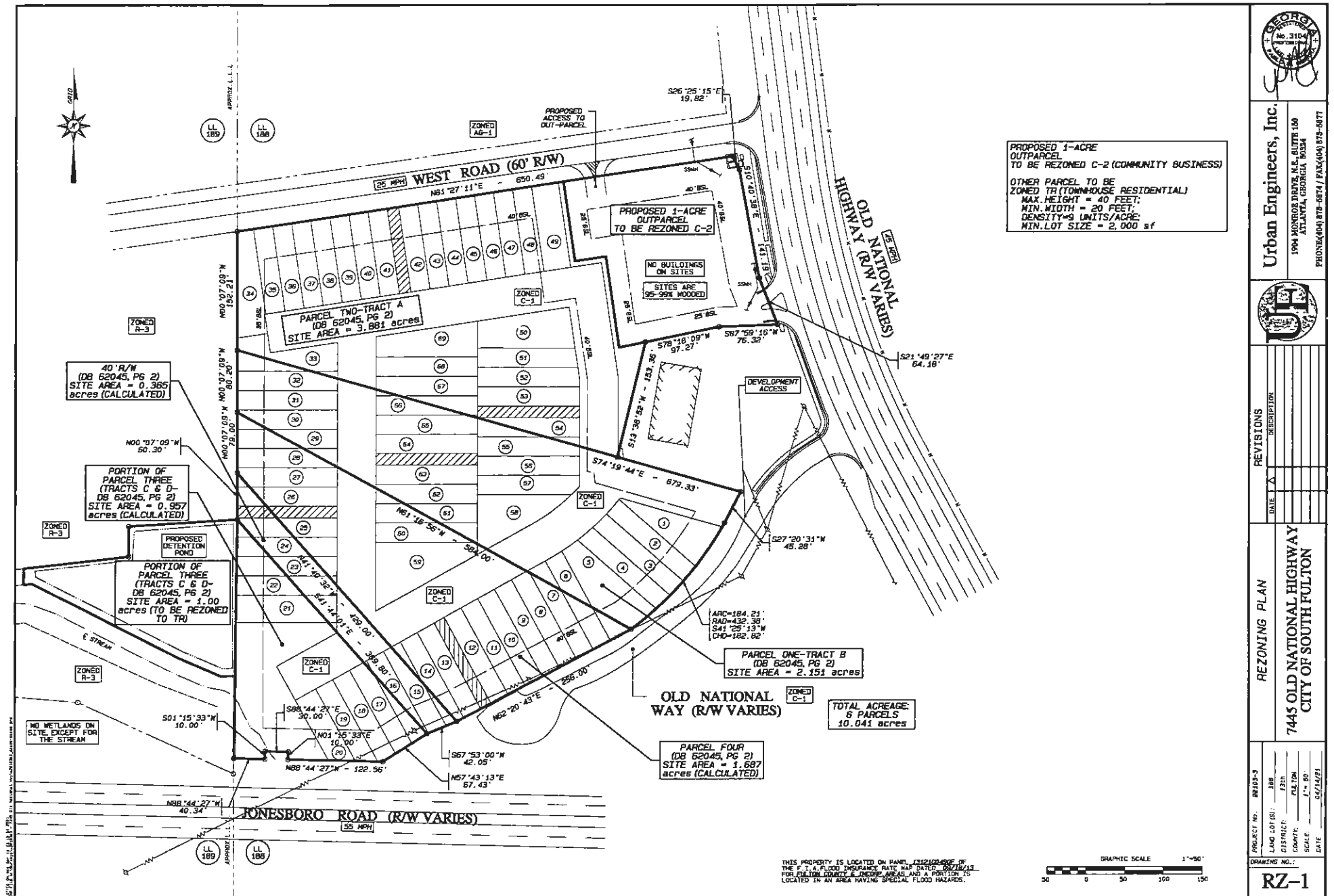
GRANTOR:

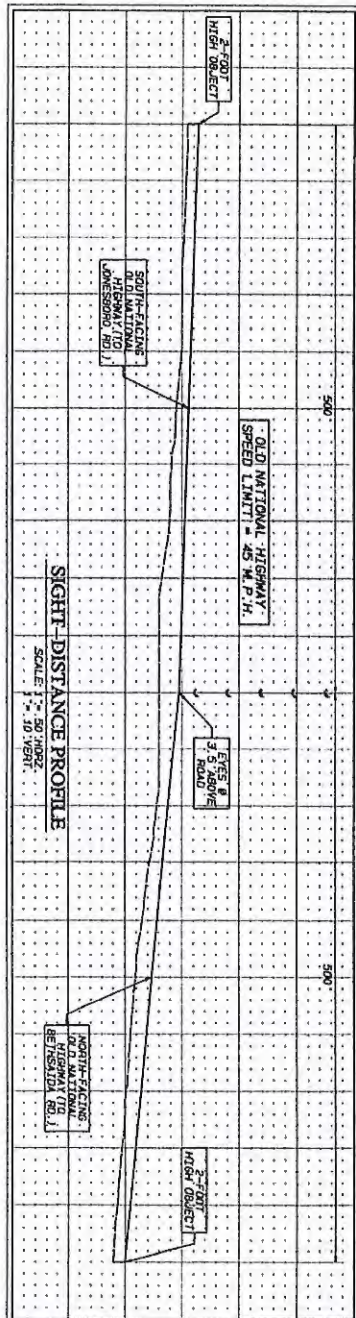
HB Asset Management, LLC,
a Georgia limited liability company

By: Christine Standish (Seal)
Print Name: Christine Standish
Title: VP / Special Assets Manager

[AFFIX NOTARIAL SEAL OR STAMP]







RZ-2

PROJECT NO: 22103-3
 LAND LOTS: 185
 DISTRICT: 131N
 COUNTY: FULTON
 SCALE: AS SHOWN
 DATE: 04/14/21

REZONING PLAN
 7455 OLD NATIONAL HIGHWAY
 CITY OF SOUTH FULTON

REVISIONS	
DATE	DESCRIPTION



Urban Engineers, Inc.
 1904 MONROE DRIVE, N.E., SUITE 150
 ATLANTA, GEORGIA 30324
 PHONE: (404) 873-5874
 www.urbanengineers.net





ENVIRONMENTAL SITE ANALYSIS (ESA) FORM A

Provide a complete Environmental Site Analysis document fully addressing all items as required in sections 1 through 3 below. Attach this Form A to the front of the completed Environmental Site Analysis document (and any subsequent revisions) prior to submission. For additional information and questions, please contact the Fulton County Office of Environmental Affairs at 404-613-0250.

ESA Revision Number: _____

Applicant: EXECUTIVE REAL ESTATE LLC

Phone Number: 404-307-4191

1. **CONFORMANCE WITH THE COMPREHENSIVE PLAN.** Describe the proposed project and the existing environmental conditions on the site. Describe adjacent properties. Include a site plan that depicts the proposed project.

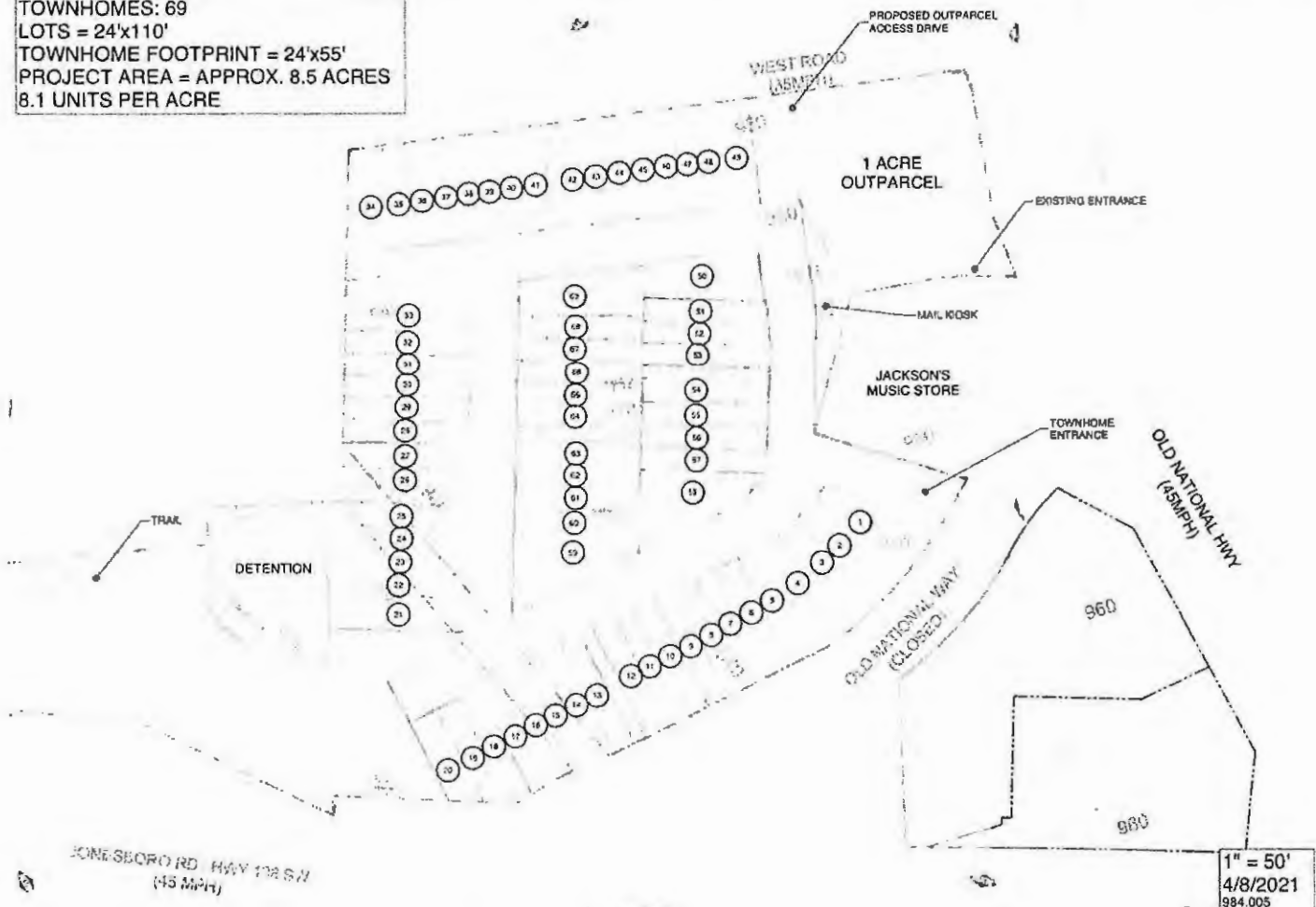
Done

2021-04-09 Old National TH Concept 24x110.pdf

Open in Acrobat



TOWNHOMES: 69
LOTS = 24'x110'
TOWNHOME FOOTPRINT = 24'x55'
PROJECT AREA = APPROX. 8.5 ACRES
8.1 UNITS PER ACRE



9 of 20

The parcels affected are under common ownership, contiguous and can most readily be identified/described as follows:

1. Assemblage of multiple tracts currently zoned C-1, comprising approximately 9.0 acres with frontage on West Road, Old National Hwy. and Jonesboro Road which collectively essentially wrap the existing commercial building (a State Farm Agency and Jackson's Music Store) and is adjacent to a single family residential tract which is part of the neighborhood along West Road.
2. +/- 14 acre tract currently zoned R-3 adjacent to and west of #1 above with several hundred feet of frontage on Jonesboro Road and a strip of +/- 60' with access to West Road.
3. With the exception of the Intermittent Stream referenced below, there are no unusual or extraordinary environmental conditions on the site.

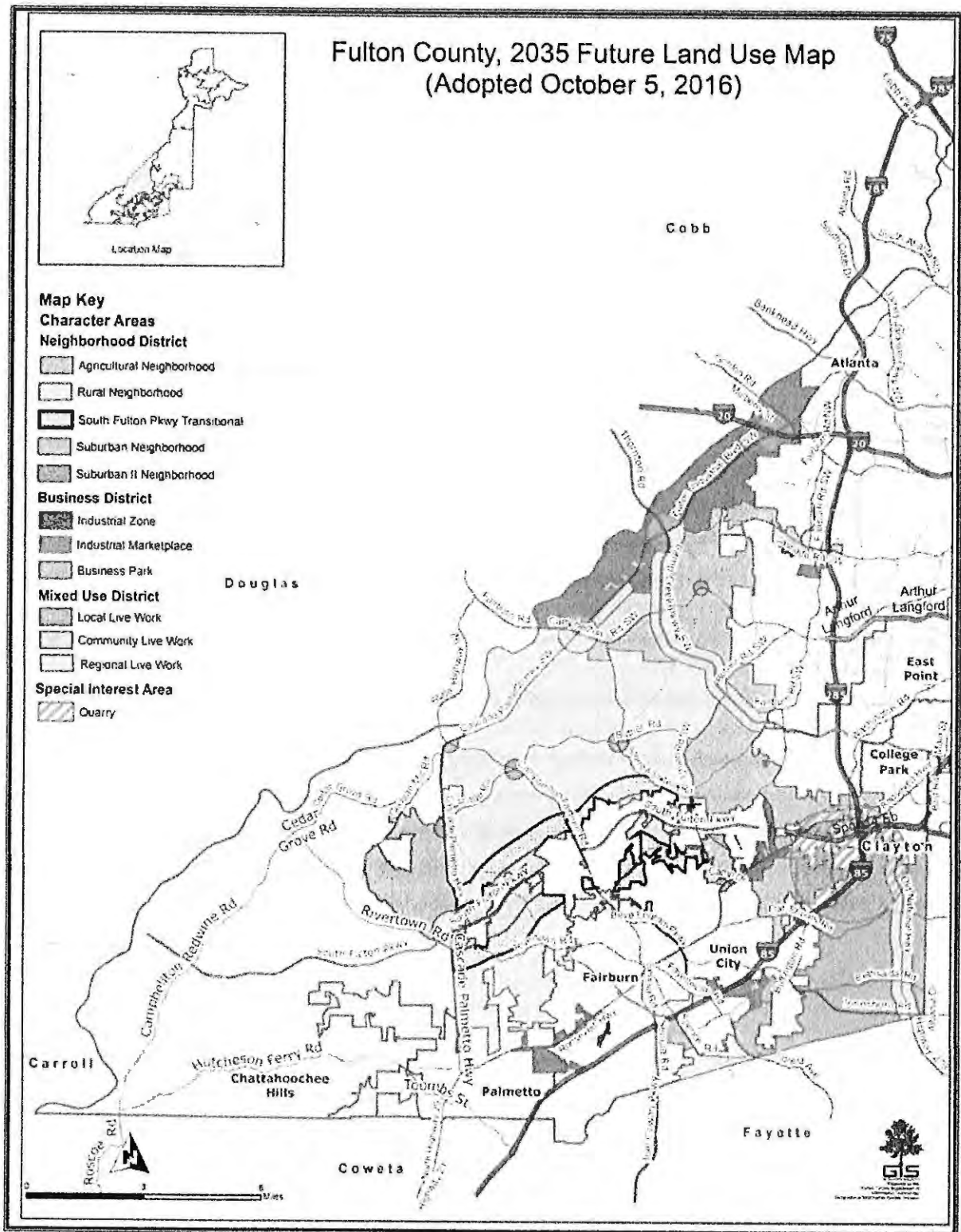
Ultimately, the proposed rezoning will result in residential and non-residential uses as follows:

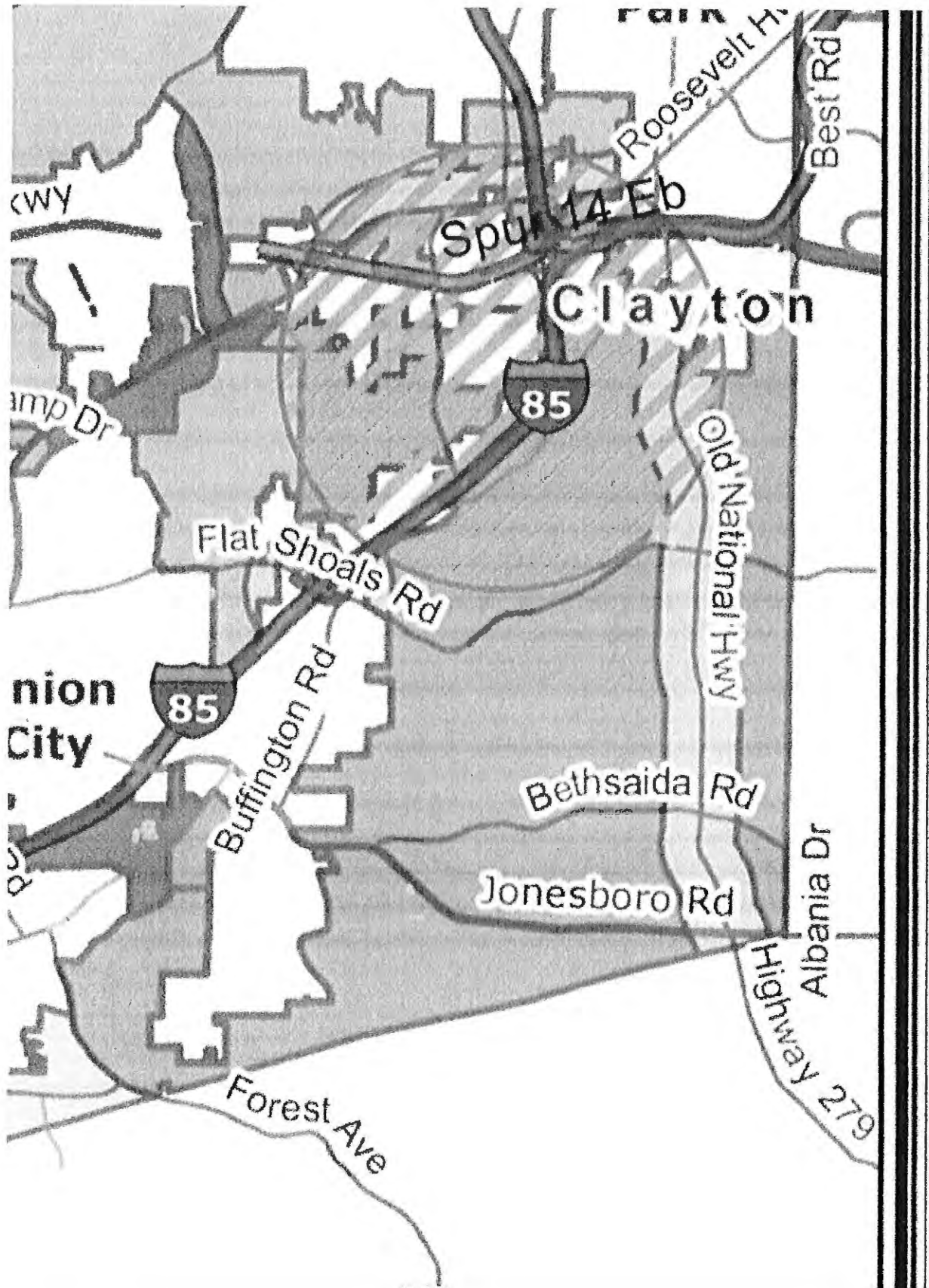
1. Non-residential for a one acre tract to be located at the corner of Old National Hwy. and West Road. This tract currently has a shared right turn only ingress/egress from Old National Hwy. with the adjacent existing commercial building. A curb cut onto West Road is proposed.
2. The remaining approximately eight acres of the assemblage referenced above combined with +/- one acre of the adjacent R-3 parcel (total +/- 9.0 acres) for the residential component. Details as follows:
 - a. 69 lots
 - b. Lot size = 24' X 110'
 - c. Building Footprint = 24' X 55'
 - d. Access to existing Old National Way will provide access to Old National Hwy.
 - e. A short (less than 100') section of the intermittent stream emerging from the culvert in the Jonesboro Road ROW will be managed with a Nationwide Permit through a third party environmental consultant.
3. The remaining +/- 13 acres of the currently zoned R-3 parcel will remain R-3. This parcel has significant barriers to development consisting of its configuration, topo, and stream buffers associated with the perennial and intermittent streams onsite.

Describe how the project conforms to the Comprehensive Land Use Plan. Include the portion of the Comprehensive Plan Land Use Map which supports the project's conformity to the Plan. Evaluate the proposed project with respect to the land use suggestion of the Comprehensive Plan as well as any pertinent Plan policies. Information regarding Fulton County's Comprehensive Plan may be found online at www.fultoncountyga.gov/fcpcsd-home.

FUTURE DEVELOPMENT

Figure 2E





12 of 20

This subject property is included in the Old National Highway Corridor of the 2035 Comprehensive Land Use Plan “Plan”. The most current iteration indicates this now is considered “Community Live Work” which affords a mix of uses including residential up to 9 units per acre and appropriate commercial uses. The proposed project addresses each of the Policies referenced in the Plan.

POLICIES

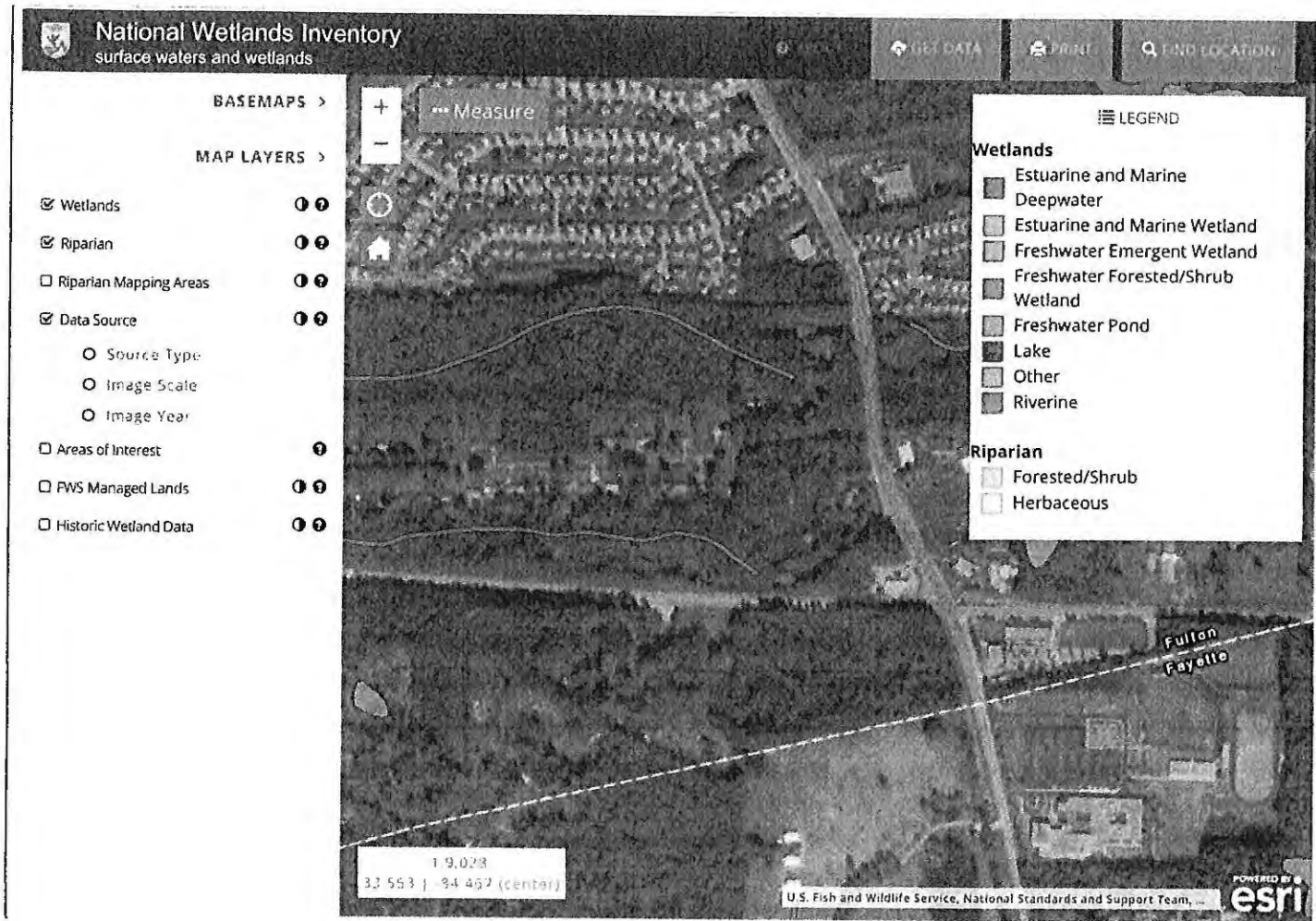
- Encourage redevelopment in the Old National Highway Corridor and promote the assemblage of smaller parcels into larger parcels for medium density residential and non-residential mixed use.
- Preserve lower density residential neighborhoods adjacent to the Old National Highway Community's Live Work corridor by limiting the primary ingress and egress to medium density residential and non-residential uses to Old National Highway.
- Promote interconnectivity between parcels along the Old National Highway Corridor to reduce the number of points of access on Old National Highway.
- Provide for the transition of land uses from higher to lower densities and between different land uses.
- Protect existing residential neighborhoods by providing for the establishment of permanent buffers separating non-residential uses from existing residential neighborhoods.

2. **ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT.** For each environmental site feature listed below, indicate the presence or absence of that feature on the property. Describe how the proposed project may encroach or adversely affect an environmental site feature. Information on environmental site features may be obtained from the indicated source(s). Cite the source of information regarding the presence or absence of environmental site features (e.g. according to the City of South Fulton website (www.cityofsouthfultonga.gov), wetland areas are located on the northwest portion of the site).

a. Wetlands

- U. S. Fish and Wildlife Service, National Wetlands Inventory (<http://www.fws.gov/wetlands/>)
- Georgia Geologic Survey (404-656-3214)
- Fulton County Website (www.fultoncountygga.gov/fcpcsd-home)
- Field observation and subsequent wetlands delineation/survey if applicable

See attached map as of 4/9/21 as provided by U.S. Fish and Wildlife Service, National Wetlands Inventory. Also attached is the report provided by Contour Environmental, LLC dated 12/29/20. The Contour Engineering Report is the definitive source given that it is the result of a recent onsite inspection by persons highly qualified in this discipline. What is referenced in the report as I1 (Intermittent Stream #1) is the only area affecting the proposed rezoning. I1 originates from the culvert emptying onto the site at the southeast corner of the proposed rezoning. Per Contour Engineering's estimate, the length of I1 on the subject property is approximately 85 ft.





CONTOUR ENVIRONMENTAL, LLC
ENVIRONMENTAL CONSULTING / ENGINEERING / NATURAL RESOURCE SERVICES

January 4, 2021

Mr. Paul D'Agnese, Manager
Executive Real Estate, LLC
PO Box 923208
Norcross, Georgia 30341

RE: Aquatic Resource Assessment
7456 Old National Highway Tract ±24.5
Fulton County, Georgia
Project Number: CE20ERE:02

Dear Mr. D'Agnese,

Contour Environmental, LLC has completed the authorized Aquatic Resource Assessment on the above referenced site located in Fulton County, Georgia.

The purpose of this assessment was to identify areas that potentially contain waters, including streams and wetlands, which are regulated by the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (CWA) as well as "buffered" state waters that are regulated by the Georgia Environmental Protection Division under the Erosion and Sedimentation Act and administered locally under the approved Local Issuing Authority (LIA) and Sedimentation Control Ordinance(s). Please note that Section 404 CWA regulates impacts to both streams and wetlands while the State program exclusively regulates encroachment into the vegetated buffer adjacent to intermittent and perennial stream channels.

"Wetlands are lands where saturation with water is the dominant factor determining the nature of soil development and the types of plant and animal communities living in the soil and on its surface. Wetlands vary widely because of regional and local differences in soils, topography, climate, hydrology, water chemistry, vegetation, and other factors, including human disturbance. For regulatory purposes under the Clean Water Act, the term wetlands mean "those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions."

Also, for your reference, assessment methodology for determination of regulated streams or "buffered" state waters included the following field indicators as primary criteria, not necessarily in this order:

- Defined bed and bank geomorphology;
- Natural wretsted vegetation within the channel;
- Evidence of sediment sorting within the bed of the channel;
- Presence of an ordinary or mean high water mark;
- Presence of extensive surface water flow or evidence of recent persistent flow;
- Evidence of active subsurface hydrological connection with surrounding streams;
- System must not be entirely confined and retained completely on the property owned by a single entity.

The assessment fieldwork was conducted on December 29, 2020 by Mr. Dana Spotts (President), and Mr. Chris Szalwinski (Staff Biologist) of Contour Environmental, LLC, all qualified and certified wetland delineators.

Based on results on this preliminary assessment, the following aquatic resource features were noted on the site property:

- **Intermittent Stream (I1):** I1 flows on-site in the southeastern portion of the via an embedded concrete culvert from underneath Jonesboro Road. I1 flows generally in a westerly direction. I1 transitions into P1

CONTOUR ENVIRONMENTAL, LLC | Environmental Consulting | Engineering | Natural Resource Services
4462 Bretton Court NW, Suite 14 | Acworth, GA 30101 | 678-303-2600 Office | www.contourenv.com

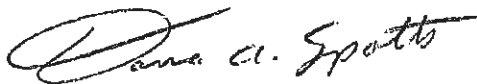
(described below) in the central portion of the site. When applying the *North Carolina Department of Water Quality (NC DWQ) Methodology for Identification of Intermittent and Perennial Streams and Their Origins* (Version 4.11 - 9/1/2010), I1 scored (27.75), which is above the lower limit intermittent threshold of (19).

- **Perennial Stream (P1):** P1 begins at an abrupt "head-cut" below I1 (previously described) in the central portion of the site as a perennial stream channel. P1 flows generally in a westerly direction and flows off-site in the western portion of the site. When applying the *North Carolina Department of Water Quality (NC DWQ) Methodology for Identification of Intermittent and Perennial Streams and Their Origins* (Version 4.11 - 9/1/2010), P1 scored (39.5), which is above the lower limit perennial threshold of (30).
- **Intermittent Stream (I2):** I2 begins at a small "head-cut" in the central-western portion of the site as a seasonal/intermittent stream channel. I2 generally flows in a northerly direction. I2 forms confluence with P1 (described above) in the central-western portion of the site. When applying the *North Carolina Department of Water Quality (NC DWQ) Methodology for Identification of Intermittent and Perennial Streams and Their Origins* (Version 4.11 - 9/1/2010), I2 scored (21.25), which is above the lower limit intermittent threshold of (19).
- **Intermittent Stream (I3):** I3 flows on-site in the western portion via an embedded concrete culver from underneath Jonesboro Road. I3 generally flows in a northerly direction. I3 forms confluence with P1 (previously described) in the western portion of the site. When applying the *North Carolina Department of Water Quality (NC DWQ) Methodology for Identification of Intermittent and Perennial Streams and Their Origins* (Version 4.11 - 9/1/2010), I3 scored (25.25), which is above the lower limit intermittent threshold of (19).

The aquatic resources described above (P1, I1, I2, and I3) constitute *waters of the U.S.* (WOTUS) as well as "buffered" state waters, and therefore subject to regulatory authority under Section 404 of the Clean Water Act (CWA) and the Georgia Environmental Protection Division under the Erosion and Sedimentation Act as administered locally under the Local Issuing Authorities Erosion and Sedimentation Control Ordinance(s), regarding protective buffer setbacks. No other WOTUS and/or potential "buffered" state waters were noted within the envelope of the site property. Nonetheless, you may wish to consider performing a more thorough delineation of all on-site aquatic resources on the site property. The delineation will allow Contour to field mark, locate, and quantify (via GPS) all on-site WOTUS and "buffered" state waters that would be subject to federal, state, and local regulatory authority prior to site planning.

We appreciate the opportunity to provide our environmental consulting services to Executive Real Estate, LLC. If you have any questions regarding this report, please contact our office at (678) 303-2600.

Sincerely,
CONTOUR ENVIRONMENTAL, LLC

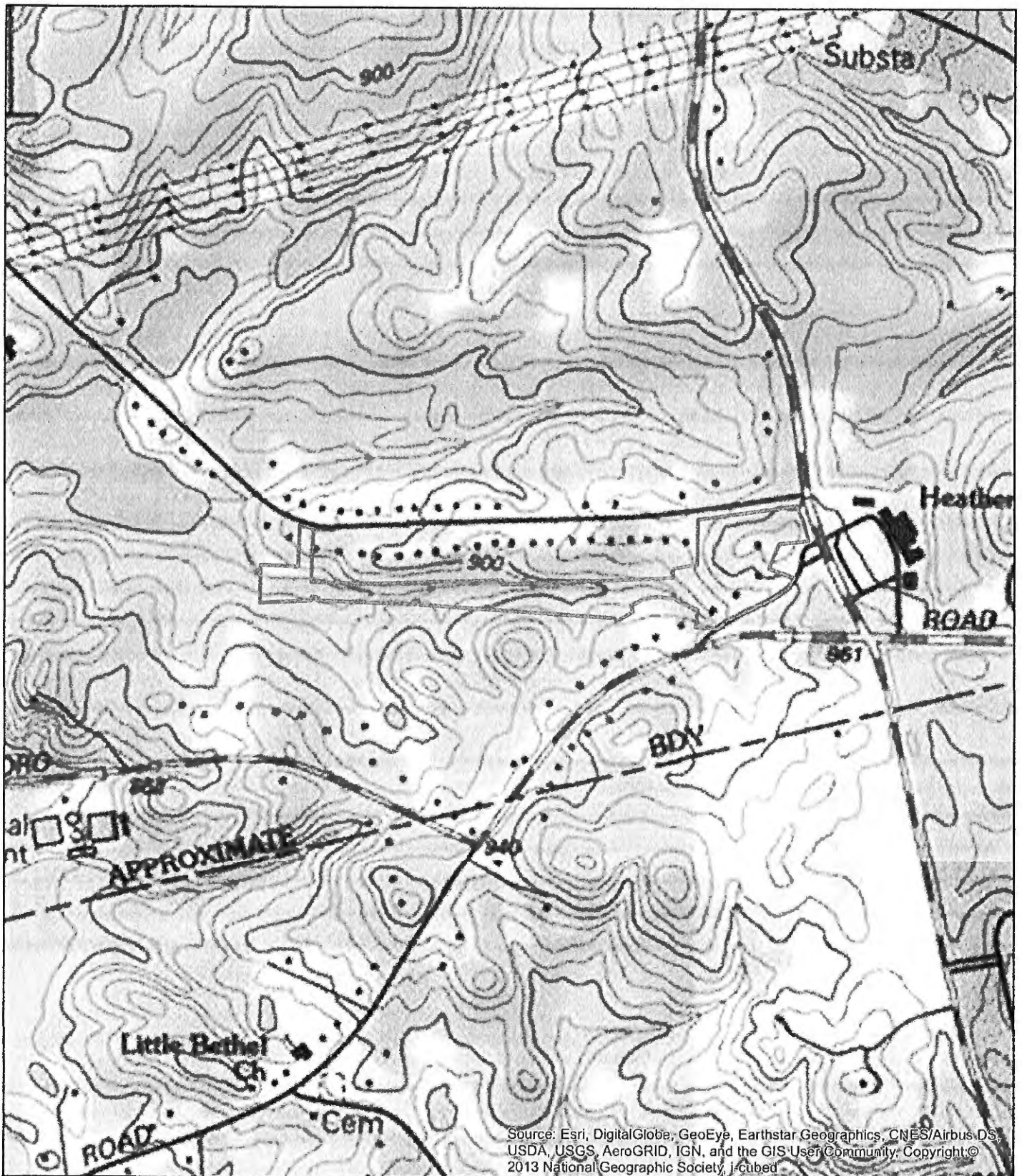


Dana A. Spotts, REPA, EP
President

Attachments:

Figure 1: Site Location Map
Figure 2: Aquatic Resource Map
Appendix A: Site Photographs
Appendix B: NC DWQ Stream Identification Forms

FIGURE 1:
SITE LOCATION MAP



Produced By:



Contour Environmental LLC
4462 Bretton Court NW, Suite 14
Acworth, Georgia 30101

FIGURE 1: SITE LOCATION MAP
7.5 MIN USGS TOPOGRAPHIC QUAD

Old National Highway Tract
Fulton County, Georgia
For
Executive Real Estate
CE20ERE:02
December 29, 2020

LEGEND

Property Boundary



820

Feet

FIGURE 2:
AQUATIC RESOURCE ASSESSMENT
MAP



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Produced By:



Contour Environmental LLC
4462 Bretton Court NW, Suite 14
Acworth, Georgia 30101

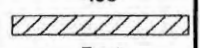
FIGURE 2: AQUATIC RESOURCE ASSESSMENT MAP

Old National Highway Tract
Fulton County, Georgia
For
Executive Real Estate
CE20ERE:02
December 29, 2020

LEGEND

-  Property Boundary
-  Perennial Stream
-  Intermittent Stream

490



Feet



APPENDIX A:
SITE PHOTOGRAPHS



PHOTOGRAPH 1

Intermittent Stream 1, facing west.



PHOTOGRAPH 2

Intermittent Stream 1, facing west.





PHOTOGRAPH 3

Perennial Stream 1, facing west.



PHOTOGRAPH 4

Perennial Stream 1, facing west.





PHOTOGRAPH 5

Intermittent Stream 3, facing north.



PHOTOGRAPH 6

Intermittent Stream 2, facing southwest.



APPENDIX B:
NC DWQ Stream
Identification Form

NC DWQ Stream Identification Form Version 4.11

Date: 12/30/2020	Project/Site: Old National Highway Tract	Latitude: 33.552003
Evaluator: James Gregory	County: Fulton	Longitude: - 84.472683
Total Points: <i>Stream is at least intermittent if ≥ 19 or perennial if ≥ 30*</i>	Stream Determination (circle one) Ephemeral <u>intermittent</u> Perennial	Other e.g. Quad Name: I1

A. Geomorphology (Subtotal = 13.5)				
	Absent	Weak	Moderate	Strong
1 ^a . Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

^a artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 8)				
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 6.25)				
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macroinvertebrates (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75 OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

NC DWQ Stream Identification Form Version 4.11

Date: 12/30/2020	Project/Site: Old National Highway Tract	Latitude: 33.552003
Evaluator: James Gregory	County: Fulton	Longitude: - 84.472683
Total Points: <i>Stream is at least intermittent if ≥ 19 or perennial if ≥ 30*</i>	Stream Determination (circle one) Ephemeral Intermittent <u>Perennial</u>	Other e.g. Quad Name: P1

A. Geomorphology (Subtotal = 24)				
	Absent	Weak	Moderate	Strong
1 ^a Continuity of channel bed and bank	0	1	2	(3)
2. Sinuosity of channel along thalweg	0	1	(2)	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	(2)	3
4. Particle size of stream substrate	0	1	2	(3)
5. Active/relict floodplain	0	1	2	(3)
6. Depositional bars or benches	0	1	(2)	3
7. Recent alluvial deposits	0	1	(2)	3
8. Headcuts	0	1	(2)	3
9. Grade control	0	0.5	1	(1.5)
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel	No = 0		(Yes = 3)	

^a artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 9)				
12. Presence of Baseflow	0	1	2	(3)
13. Iron oxidizing bacteria	0	(1)	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		(Yes = 3)	

C. Biology (Subtotal = 6.5)				
18. Fibrous roots in streambed	3	2	(1)	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macroinvertebrates (note diversity and abundance)	0	(1)	2	3
21. Aquatic Mollusks	0	(1)	2	3
22. Fish	0	(0.5)	1	1.5
23. Crayfish	0	(0.5)	1	1.5
24. Amphibians	0	(0.5)	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 (Other = 0)			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

NC DWQ Stream Identification Form Version 4.11

Date: 1/4/2021	Project/Site: Old National Highway Tract	Latitude: 33.552003
Evaluator: James Gregory	County: Fulton	Longitude: - 84.472683
Total Points: Stream is at least intermittent if ≥ 19 or perennial if $\geq 30^*$ 21.25	Stream Determination (circle one) Ephemeral <u>intermittent</u> Perennial	Other e.g. Quad Name: I2

A. Geomorphology (Subtotal = 10)				
	Absent	Weak	Moderate	Strong
1 ^a . Continuity of channel bed and bank	0	(1)	2	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	(1)	2	3
5. Active/relict floodplain	0	1	(2)	3
6. Depositional bars or benches	0	(1)	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	0	(1)	2	3
9. Grade control	0	(0.5)	1	1.5
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel	(No = 0)		Yes = 3	

^a artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 5.5)				
12. Presence of Baseflow	0	(1)	2	3
13. Iron oxidizing bacteria	(0)	1	2	3
14. Leaf litter	1.5	1	(0.5)	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		(Yes = 3)	

C. Biology (Subtotal = 5.75)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macroinvertebrates (note diversity and abundance)	0	(1)	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	(0)	0.5	1	1.5
26. Wetland plants in streambed	(FACW = 0.75) OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

NC DWQ Stream Identification Form Version 4.11

Date: 1/4/2021	Project/Site: Old National Highway Tract	Latitude: 33.552003
Evaluator: James Gregory	County: Fulton	Longitude: - 84.472683
Total Points: Stream is at least intermittent if ≥ 19 or perennial if $\geq 30^*$	Stream Determination (circle one) Ephemeral <u>Intermittent</u> Perennial	Other e.g. Quad Name: 13

A. Geomorphology (Subtotal = 11)				
	Absent	Weak	Moderate	Strong
1 ^a Continuity of channel bed and bank	0	1	(2)	3
2. Sinuosity of channel along thalweg	0	(1)	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	(1)	2	3
4. Particle size of stream substrate	0	1	(2)	3
5. Active/relict floodplain	0	(1)	2	3
6. Depositional bars or benches	0	(1)	2	3
7. Recent alluvial deposits	0	(1)	2	3
8. Headcuts	0	(1)	2	3
9. Grade control	0	(0.5)	1	1.5
10. Natural valley	0	(0.5)	1	1.5
11. Second or greater order channel	(No = 0)		Yes = 3	

^a artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 8)				
12. Presence of Baseflow	0	1	(2)	3
13. Iron oxidizing bacteria	0	(1)	2	3
14. Leaf litter	1.5	(1)	0.5	0
15. Sediment on plants or debris	0	(0.5)	1	1.5
16. Organic debris lines or piles	0	(0.5)	1	1.5
17. Soil-based evidence of high water table?	No = 0		(Yes = 3)	

C. Biology (Subtotal = 6.25)				
18. Fibrous roots in streambed	3	(2)	1	0
19. Rooted upland plants in streambed	3	(2)	1	0
20. Macroinvertebrates (note diversity and abundance)	0	(1)	2	3
21. Aquatic Mollusks	(0)	1	2	3
22. Fish	(0)	0.5	1	1.5
23. Crayfish	(0)	0.5	1	1.5
24. Amphibians	(0)	0.5	1	1.5
25. Algae	0	(0.5)	1	1.5
26. Wetland plants in streambed	(FACW = 0.75) OBL = 1.5 Other = 0			

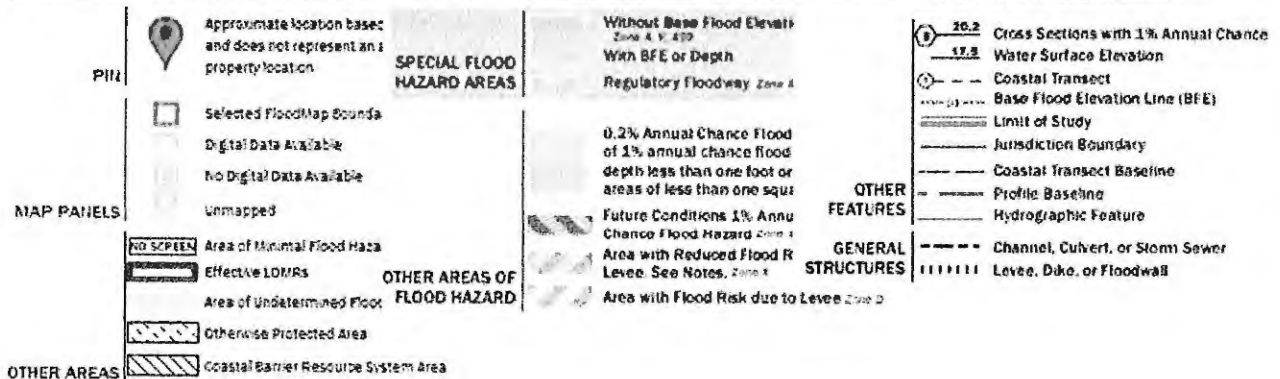
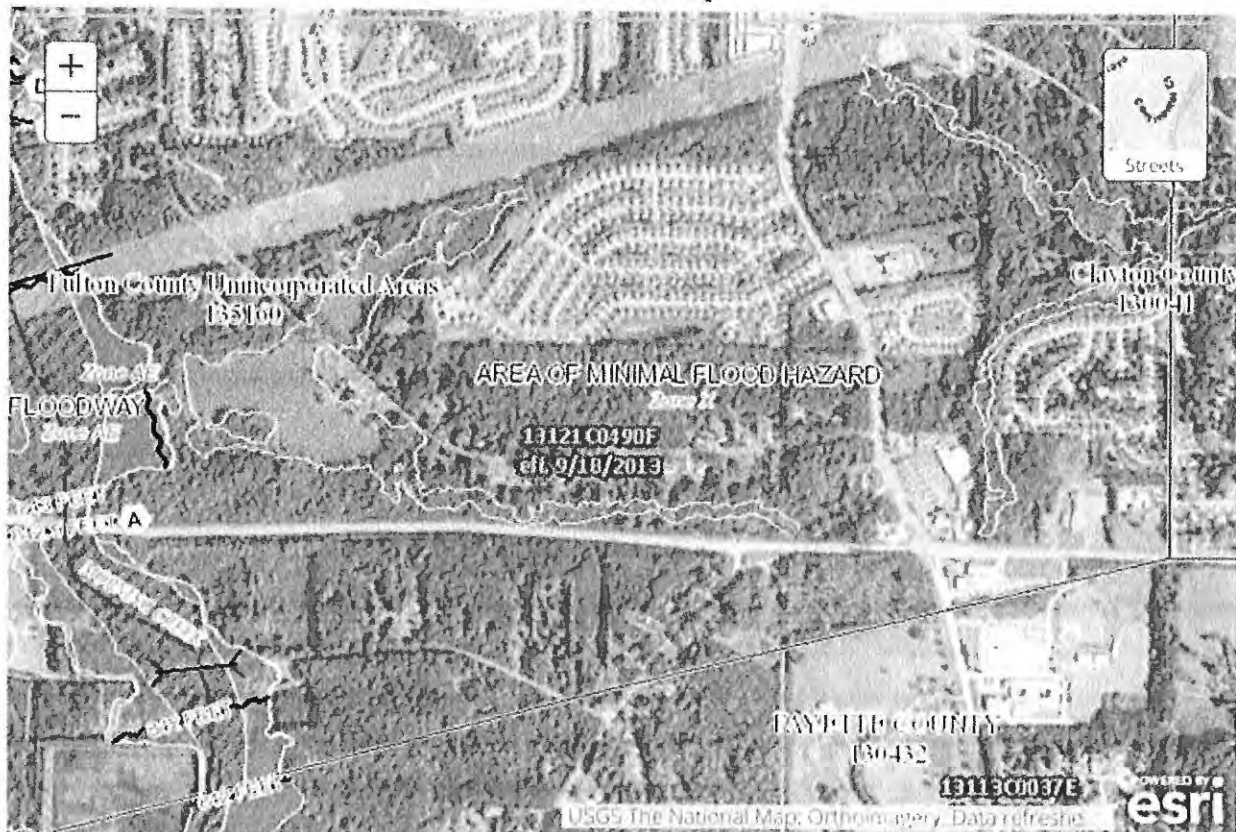
*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch:

b. floodplain

- Federal Emergency Management Agency (<http://www.fema.org>)
 - City of South Fulton Website (www.cityofsouthfultonga.gov)
 - Fulton County Community Development Services
 - Field observation and verification
- FEMA Flood Map



c. Streams/stream buffers

- Fulton County Website (www.fultoncountygga.gov/fcpsd-home)
- Field observation and verification

Per the Contour Environmental Report referenced above, Intermittent Stream #1 impacts the subject property at its origin from the culvert on Jonesboro Road. Beyond the initial 85 ft. to be managed with the Nationwide Permit, the stream buffer will be accounted for in the design of the

detention facility.

- d. Slopes exceeding 33 percent over a 10-foot rise in elevation
 - United States Geologic Survey Topographic Quadrangle Map
 - Field observation and verification
None -based on field observation
 - e. Vegetation (including endangered species)
 - United States Department of Agriculture, Nature Resource Conservation Service
 - Field observation
Typical for this region and the site characteristics as observed in the Contour Environmental Report and by Urban Engineers (Pablo Garcia, RLS) from survey activities onsite.
 - f. Wildlife Species (including fish and endangered species)
 - United States Fish and Wildlife Service
 - Georgia Department of Natural Services, Wildlife Resources Division, Natural Heritage Program
Field observation
Typical for this region and the site characteristics as observed in the Contour Environmental Report and by Urban Engineers (Pablo Garcia, RLS) from survey activities onsite.
 - g. Archeological/Historical Sites
 - Fulton County Historic Resources Survey
 - Georgia Department of Natural Resources, Historic Preservation Division
Field observation and verification **NONE as observed in the Contour Environmental Report and by Urban Engineers (Pablo Garcia, RLS) from survey activities onsite.**
3. **PROJECT IMPLEMENTATION MEASURES.** Describe how the project implements each of the measures listed below as applicable. Indicate specific implementation measures required to protect environmental site feature(s) that may be impacted.
- a. Protection of environmentally sensitive areas, i.e., floodplain, slopes exceeding 25 percent, river corridors. **To the extent applicable as determined during design by a licensed civil engineer, floodplain issues (if any) will be addressed to the satisfaction of the city's engineer.**
 - b. Protection of water quality **We recognize that any potential development of this nature impacts the water quality when compared to its existing state. Accordingly, a licensed engineer will design the appropriate measures for review and approval by the city's engineer.**
 - c. Minimization of negative impacts on existing infrastructure **The only foreseeable impact to existing infrastructure relates to vehicular ingress/egress. Considerable planning has been undertaken to minimize this impact by taking advantage of the residential component's proximity to Old National Way and designating all new residential traffic flow onto Old National Highway from that location, thereby not imposing the trips from the new residential units to West Road. However, given that the +/- 1 acre parcel at the corner of West Road and Old National Highway is limited to right in/right out on Old National Highway, we are proposing a curb cut onto West Road**

for those trips accessing the 1+/- acre commercial parcel on West Road from the west and for those exiting the 1+/- acre commercial parcel whose ultimate direction is north on Old National Highway.

- d. Minimization on archeological/historically significant areas N/A
- e. Minimization of negative impacts on environmentally stressed communities where environmentally stressed communities are defined as communities exposed to a minimum of two environmentally adverse conditions resulting from public and private municipal (e.g., solid waste and wastewater treatment facilities, utilities, airports, and railroads) and industrial (e.g., landfills, quarries and manufacturing facilities) uses. N/A
- f. Creation and preservation of green space and open space **In addition to breaks in the buildings as mandated by zoning, the plan includes access to a trail system in the southwest corner of the site. This system will traverse along the stream.**
- g. Protection of citizens from the negative impacts of noise and lighting **Whereas any new development creates some additional noise and lighting when compared to the original state of the property, this proposal is consistent with the Land Use Plan in that the townhouse use provides a better transition to the commercial nature of the Old National Highway corridor than the underlying C-1 which currently exists on the site.**
- h. Protection of parks and recreational green space N/A
- i. Minimization of impacts to wildlife habitats **Approximately 13 acres of the total assemblage owned by the Applicant (that section along Jonesboro Road) is planned to remain in its current state.**



IMPACT ANALYSIS FORM B

Applicant: **EXECUTIVE REAL ESTATE LLC**

Analyze the impact of the proposed rezoning and answer the following questions:

1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property? **YES**

2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property? **NO**

3. Does the property to be rezoned have a reasonable economic use as currently zoned? **YES**

4. Will the zoning proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? **NO**

5. Is the zoning proposal in conformity with the policies and intent of the land use plan? **YES**

6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the zoning proposal?

**THE DEMAND FOR QUALITY, REASONABLY AFFORDABLE HOUSING
IN THIS AREA REMAINS HIGH. THIS PROPOSAL ADDRESSES THAT
ISSUE AND RECOGNIZES THE LACK OF DEMAND FOR USES THAT
WOULD REQUIRE THE EXISTING C-1 ZONING ON THIS SCALE AND
IN THIS CONFIGURATION.**

-
-
-
7. Does the zoning proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of City of South Fulton?
NO
-
-

Attach additional sheets as needed.



DISCLOSURE REPORT FORM C

Office use only:

REZONING PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the rezoning petition, or an attorney or agent of the applicant or opponent for the rezoning petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE: YES ☒ NO

If the answer is YES, proceed to sections 1 through 4.
If the answer is NO, complete only section 4.

1. CIRCLE ONE: ☒ Party to Petition ☐ In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.
If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: Executive Real Estate, LLC

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Executive Real Estate, LLC

Signature: [Signature] Date: April 16, 2021

PUBLIC PARTICIPATION PLAN FORM D

Applicant: Executive Real Estate, LLC

1. The following individuals (property owners within a quarter mile of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified in accordance with the requirements of Article 28.4.7 of the City of South Fulton Zoning Ordinance:

See attached list of affected property owners within a quarter of mile of subject property.

2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

All property owners listed in the attachment will receive notice by certified mail of the proposed rezoning. In addition,

a public notice of the project will be published in the South Fulton Observer.

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

Executive Real Estate, LLC will host a minimum of one virtual meeting for the proposed rezoning to provide information

regarding the rezoning and to illicit feedback from the public.

Attach additional sheets as needed.

COUNTY**OWNER****PROPERTY ADDRESS**

Fulton	Ladera Capital, LLC	0 New West Rd
Fulton	Ladera Capital, LLC	0 New West Rd
Fulton	Ladera Capital, LLC	0 New West Rd
Fulton	Ladera Capital, LLC	0 New West Rd
Fulton	Ladera Capital, LLC	0 New West Rd
Fulton	Stoneridge Property Owners Assoc., Inc.	0 Jasper Cove
Fulton	Lounarath Khambay et al	0 Lane Xang Dr.
Fulton	Lounarath Khambay et al	0 Lane Xang Dr.
Fulton	Lounarath Khambay et al	0 Lane Xang Dr.
Fulton	Soviravong Somlith	0 Lane Xang Dr.
Fulton	Manachineda Samai & Kenchan	0 Lane Xang Dr.
Fulton	Phokham Don & Kongsy	0 Lane Xang Dr.
Fulton	Acquisition Solutions, LLC	0 Old National Hwy
Fulton	Paul Drennan	0 Old National Hwy
Fulton	Paul Drennan	7375 Old National Hwy
Fulton	Heatherwood First Baptist Church, Inc.	2195 Jonesboro Rd
Fulton	Misirat Properties, LLC	2215 Jonesboro Rd
Fulton	Towers Development, Inc.	2225 Jonesboro Rd
Fulton	Bridgette Stephens	2365 West Rd
Fulton	Kenneth & Judy Arnold	2385 West Rd
Fulton	Franklin & Glenda Placencia	2389 West Rd
Fulton	Phiwall, LLC	2435 New West Rd
Fulton	Rufus Williams	2445 West Rd
Fulton	Hong & Moun Manivong	2455 West Rd
Fulton	April Quarterman	2465 New West Rd.
Fulton	FYR SFR Borrower, LLC	2585 New West Rd
Fulton	Barnett Steele Laurie Jean & Barnett Johnson Karen Lavonne	7329 Bethsaida Rd.
Fulton	West Village Holdings, LLC	7335 Old National Hwy-Riverdale, GA 30296
Fulton	Most Worshipful Prince Hall Grand Lodge	7340 Old National Hwy-Riverdale, GA 30296
Fulton	Mark Wurster	7365 Old National Hwy-Riverdale, GA 30296

MAILING ADDRESS**PARCEL ID#**

6175 Hickory Flat Hwy, Suite 110-331-Canton, GA 30115	13 0189 LL0460
6175 Hickory Flat Hwy, Suite 110-331-Canton, GA 30115	13 0189 LL0478
6175 Hickory Flat Hwy, Suite 110-331-Canton, GA 30115	13 0189 LL0486
6175 Hickory Flat Hwy, Suite 110-331-Canton, GA 30115	13 0189 LL0452
6175 Hickory Flat Hwy, Suite 110-331-Canton, GA 30115	13 0189 LL0494
101 Devant St., Suite 905-Fayetteville, GA 30214	13 0189 LL1559
1094 Cliftwood Dr.-Riverdale, GA 30296-3437	13 0189 LL0619
1094 Cliftwood Dr.-Riverdale, GA 30296-3437	13 0189 LL0585
1094 Cliftwood Dr.-Riverdale, GA 30296-3437	13 0189 LL0668
2465 West Rd.-Riverdale, GA 3096	13 0189 LL0601
6431 Ridge Ct.-Riverdale, GA 30274	13 0189 LL0593
3440 Parson Run-Suwanee, GA 30024	13 0189 LL0650
1741 Newnan Crossing Blvd., Suite #182-Newnan, GA 30265	13 0188 LL0479
50 Rich Mountain Rd.-Jasper, GA 30143	13 0188 LL0503
50 Rich Mountain Rd.-Jasper, GA 30143	13 0188 LL0495
2195 Hwy 138 SW-Riverdale, GA 30296	13 0188 LL0529
3324 Peachtree Rd NE, Suite 2813-Atlanta, GA 30326	13 0188 LL0610
4207 N. Main St.-Houston, TX 77009	13 0188 LL0578
2365 West Rd	13 0188 LL0313
2385 West Rd	13 0188 LL0305
2389 West Rd	13 0189 LL0551
745 Chastain Rd, Suite 1140-Kennesaw, GA 30144	13 0189 LL0445
2445 West Rd	13 0189 LL0510
2455 West Rd	13 0189 LL0528
2465 New West Rd.	13 0189 LL0536
3505 Koger Blvd. #400-Duluth, GA 30096	13 0189000 10120
1030 Carpenter Ln-Buckhead, GA 30625	13 0188 LL1691
931 Monroe Dr., Suite 102-183-Atlanta, GA 30308	13 0188 LL0461
330 Auburn Ave.-Atlanta, GA 30303	13 0188 LL2335
180 Walters Way, Suite 114-Fayetteville, GA 30214	13 0188 LL0354

Fulton	McDonalds Corp.	7480 Old National Hwy-Riverdale, GA 30296
Fulton	Jones Bridge Road Associates, LLC	7490 Old National Hwy-Riverdale, GA 30296
Fulton	Vernon & Casandra Floyd	7496 Old National Hwy-Riverdale, GA 30296
Fulton	SCOTT SHAMEKA MIGNON & BAKER LETHENIA JOY	2351 DALTON PARK
Fulton	RANGE DORIS V	2347 DALTON PARK
Fulton	STANLEY JONES ROBIN	2343 DALTON PARK
Fulton	VOSGES JEANNE	2339 DALTON PARK
Fulton	PIERRE CLIFFORD SR	2335 DALTON PARK
Fulton	BROWN JOHNNIE E	2184 ADDISON PARK
Fulton	SIMS FELESSA	2188 ADDISON PARK
Fulton	TRICON SFR 2020 2 BORROWER LLC	2192 ADDISON PARK
Fulton	JACKSON CALVIN S	2196 ADDISON PARK
Fulton	OFFICE CYNTHIA G	2200 ADDISON PARK
Fulton	DEMBY SHON M	2204 ADDISON PARK
Fulton	CLAY CHARLES E	2208 ADDISON PARK
Fulton	HARDISON BRANDON K	2212 ADDISON PARK
Fulton	STUDSTILL VERNORDIA M	2216 ADDISON PARK
Fulton	LAMB BENNIE CHARLES	200 MADELINE PKWY
Fulton	EVANS SHERRY DAVIS	210 MADELINE PARK
Fulton	IHENAKWE INNOCENT	220 MADELINE PARK
Fulton	ANDP HOMES LLC	230 MADELINE PARK
Fulton	RIDDICK MELVIN & OLLIE	240 MADELINE PARK
Fulton	JUNG NORBERT & ELENA	2224 ADDISON PARK
Fulton	MNSF II W1 LLC	2228 ADDISON PARK
Fulton	US SFE ASSET COMPANY S LLC	2232 ADDISON PARK
Fulton	BOONE JOHN & ALVIA E	2236 ADDISON PARK
Fulton	GERMAN APRIL E	2240 ADDISON PARK
Fulton	PROVIDENCE GLEN HOMEOWNERS ASSN INC	0 ADDISON PARK
Fulton	BENNETT MICHELLE L	2248 ADDISON PARK
Fulton	STEWART MARY D	2252 ADDISON PARK
Fulton	PARKS ANGELA CHEREE	2256 ADDISON PARK
Fulton	SILVA AMATIELLE & EWING JEFFREY	2260 ADDISON PARK
Fulton	REED EDWINTA	2264 ADDISON PARK

PO Box 182571-Columbus, OH 43218-2571	13 0188 LL0594
7490 Old National Hwy-Riverdale, GA 30296	13 0188 LL0602
6125 Stagecoach Rd.-Rex, GA 30273	13 0188 LL0537
2351 DALTON PARK RIVERDALE GA 30296	13 0188 LL2780
2347 DALTON PARK RIVERDALE GA 30296	13 0188 LL2772
120 HICKORY PL FAYETTEVILLE GA 30214	13 0188 LL2764
2339 DALTON PARK RIVERDALE GA 30296	13 0188 LL2756
2335 DALTON PARK RIVERDALE GA 30296	13 0188 LL2749
110 DITMARS BLVD FLUSHING NY 11369	13 0188 LL2731
2188 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2723
1508 BROOKHOLLOW DR SANTA ANA CA 92705	13 0188 LL2715
2196 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2707
2200 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2699
2204 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2681
2208 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2673
440 RIDGEWOOD WAY ALPHARETTA GA 30302	13 0188 LL2665
2216 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2657
200 MADELINE PARK RIVERDALE GA 30296-1986	13 0188 LL2640
210 MADELINE PARK RIVERDALE GA 30296	13 0188 LL2632
240 MADELINE PARK RIVERDALE GA 30296	13 0188 LL2624
229 PEACHTREE ST NE SUITE 705 ATLANTA GA 30303	13 0188 LL2616
240 MADELINE PARK RIVERDALE GA 30296	13 0188 LL2608
2224 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2590
6836 MORRISON BLVD SUITE 320 CHARLOTTE NC 28211	13 0188 LL2582
5001 PLAZA ON THE LK SUITE 200 AUSTIN TX 78746	13 0188 LL2574
2236 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2566
2240 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2558
P O BOX 960672 RIVERDALE GA 30296	13 0188 LL2954
2248 ADDISON PARK RIVERDALE GA 30296-1982	13 0188 LL2541
2252 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2533
2256 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2525
2260 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2517
2264 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2509

Fulton	MORGAN ERICA	2268 ADDISON PARK
Fulton	SHACKLEFORD BETTY	2272 ADDISON PARK
Fulton	BOYKIN MARIAN	2276 ADDISON PARK
Fulton	FLAVIGNY MONDEL K & JOHN ELROY LEON	100 CATLYN CT
Fulton	JACKSON RALPH E	110 CATLYN CT
Fulton	AKINS JOYCE D	120 CATLYN CT
Fulton	ROMAN NORMA & CARLOS	130 CATLYN CT
Fulton	HALL SYLVIA	135 CATLYN CT
Fulton	BROWN KEVIN	125 CATLYN CT
Fulton	PREWITT THERESA	115 CATLYN CT
Fulton	PROGRESS RESIDENTIAL BORROWER 14 LLC	105 CATLYN CT
Fulton	LUO LIANG	2334 DALTON PARK
Fulton	JONES JENNIFER	2342 DALTON PARK
Fulton	SAFFO SHAWNEL F & WILLIAMS ALICE M	2346 DALTON PARK
Fulton	LIBURD ALDO	2350 DALTON PARK
Fulton	BANKS MARGARET	2193 ADDISON PARK
Fulton	PITTMAN LEWIS L	2197 ADDISON PARK
Fulton	GIBSON DELORES LE & DANDRIDGE KIRK	2201 ADDISON PARK
Fulton	MARY LOUISE SCANDRICK FAMILY TRUST THE	2205 ADDISON PARK
Fulton	GAILLARD MARY R	2209 ADDISON PARK
Fulton	STRAKER JUANNE J.	2213 ADDISON PARK
Fulton	PROVIDENCE GLEN HOMEOWNERS ASSN INC	0 ADDISON PARK
Fulton	ARMSTEAD JOYCE	2221 ADDISON PARK
Fulton	DAVIS PAMILA L	2233 ADDISON PARK
Fulton	DURDEN KENNETH	2237 ADDISON PARK
Fulton	MOSLEY EDITH M	2249 ADDISON PARK
Fulton	JORDAN STELLA M	2257 ADDISON PARK
Fulton	GOLDEN RAYMOND & GLADYS	2261 ADDISON PARK
Fulton	DAVIDSON LADELL	2265 ADDISON PARK
Fulton	BROADNAX GLORIA	2269 ADDISON PARK
Fulton	BILLINGS GERINE	2273 ADDISON PARK
Fulton	MORGAN GWENDOLYN	2285 ADDISON PARK
Fulton	RAEISGHASEM KHADIJEH & TERMEI FARHAD	0 JONESBORO RD

2268 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2491
2272 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2483
2276 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2475
100 CATLYN CT RIVERDALE GA 30296	13 0188 LL2467
110 CATLYN CT RIVERDALE GA 30296	13 0188 LL2459
120 CATLYN CT RIVERDALE GA 30296	13 0188 LL2442
130 CATLYN CT RIVERDALE GA 30296	13 0188 LL2434
135 CATLYN CT RIVERDALE GA 30296	13 0188 LL2426
125 CATLYN CT RIVERDALE GA 30296	13 0188 LL2418
115 CATLYN CT RIVERDALE GA 30296	13 0188 LL2400
P O BOX 4090 SCOTTSDALE AZ 85261	13 0188 LL2392
3675 CRESTWOOD PKWY STE 400-405 DULUTH GA 30096	13 0188 LL2384
2342 DALTON PARK RIVERDALE GA 30296	13 0188 LL2376
2346 DALTON PARK RIVERDALE GA 30296	13 0188 LL2368
2350 DALTON PARK RIVERDALE GA 30296	13 0188 LL2350
2193 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2947
2197 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2939
2201 ADDISON PARK SW RIVERDALE GA 30296	13 0188 LL2921
2205 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2913
2209 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2905
2213 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2897
P.O. BOX 960672 RIVERDALE GA 30296-0672	13 0188 LL2962
2221 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2889
2233 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2871
2237 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2863
2249 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2855
2257 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2848
2261 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2830
2265 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2822
7293 WILEY CT RIVERDALE GA 30274	13 0188 LL2814
2273 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2806
2285 ADDISON PARK RIVERDALE GA 30296	13 0188 LL2798
2317 HOLLYRIDGE DR MARIETTA GA 30060	13 0196 LL0404

Fulton	ADEYEFA OLAWANDE J & OLUREMI	7585 WESTBRIDGE RD
Fulton	GODBY JAMES W & REGENIA D EX UW	0 JONESBORO RD
Fulton	GODBY JAMES W & REGINA D EX UW & GLENNIS W	0 JONESBORO RD
Fulton	GODBY REGINA D & DUPREE SHELLY GODBY	7595 WESTBRIDGE RD
Fulton	SHOPE A L JR	0 JONESBORO RD
Fulton	SHOPE A L JR & NANCY	7605 WESTBRIDGE RD
Fulton	ARGUELLO ANTONIO	7615 WESTBRIDGE RD
Fulton	ARGUELLO ANTONIO	0 JONESBORO RD
Fulton	ARGUELLO ANTONIO	7645 WESTBRIDGE RD
Fulton	SMILEY JACINTH	7685 WESTBRIDGE RD
Fulton	PEOPLES DOROTHY A	0 JONESBORO RD
Fulton	FINCHER LEE S	7650 WESTBRIDGE RD
Fulton	JONES SHAWN L	0 WESTBRIDGE RD
Fulton	WESTBRIDGE FAIRBURN TRUST THE	7610 WESTBRIDGE RD
Fulton	JACKSON MAYA G	7600 WESTBRIDGE RD
Fulton	NAJARIAN CAPITAL LLC	7590 WESTBRIDGE RD
Fulton	JACKSON MAYA G	0 JONESBORO RD
Fulton	DELUCA MARCANNE KIMBRELL	0 JONESBORO RD
Fulton	VOVOC VENTURES LLC	7510 WESTBRIDGE RD
Fulton	DELUCA MARCANNE KIMBRELL	7540 WESTBRIDGE RD
Fulton	12 LUV INC	0 JONESBORO RD
Fulton	12 LUV INC	0 JONESBORO RD
Fulton	12 LUV INC	0 JONESBORO RD

12153 DICKSON RD HAMPTON GA 30228	13 0196 LL0743
7595 JONESBORO RD JONESBORO GA 30236-2446	13 0196 LL0768
7595 JONESBORO RD SE # 1406 JONESBORO GA 30236	13 0196 LL0370
7595 WESTBRIDGE RD FAIRBURN GA 30213	13 0196 LL0354
7605 JONESBORO RD JONESBORO GA 30236	13 0196 LL0545
7605 JONESBORO RD JONESBORO GA 30236-2448	13 0196 LL0537
7645 WESTBRIDGE RD FAIRBURN GA 30213	13 0196 LL0271
7645 WESTBRIDGE RD FAIRBURN GA 30213	13 0196 LL0263
7645 WESTBRIDGE RD FAIRBURN GA 30213	13 0196 LL0255
P.O. BOX 6898 ALBANY NY 12206-0898	13 0196 LL0198
659 WESTBRIDGE RD FAIRBURN GA 30213	13 0196 LL0628
8024 FAIROAKS CT JONESBORO GA 30236	13 0196 LL0636
6250 VICKERS RD FAIRBURN GA 30213	13 0196 LL0610
4426 B HUGH HOWELL RD STE 200 TUCKER GA	13 0196 LL0594
7600 WESTBRIDGE RD FAIRBURN GA 30213	13 0196 LL0230
3520 PIEDMONT RD NE SUITE 41S ATLANTA GA 30305	13 0196 LL0776
7600 WESTBRIDGE RD FAIRBURN GA 30213	13 0196 LL0511
7540 WESTBRIDGE RD FAIRBURN GA 30213	13 0196 LL0651
100 WINTERBERRY RDG FAYETTEVILLE GA 30214	13 0196 LL0552
7540 WESTBRIDGE RD FAIRBURN GA 30213	13 0196 LL0784
1174 PRYOR ST D ATLANTA GA 30315	13 0196 LL0842
1174 PRYOR ST D ATLANTA GA 30315	13 0196 LL0818
1174 PRYOR ST D ATLANTA GA 30315	13 0196 LL0826



PUBLIC PARTICIPATION PLAN REPORT FORM E

Applicant: Executive Real Estate, LLC Petition No. _____

Date: April 16, 2021

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

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

3. The following issues and concerns were expressed:

4. The applicant's response to issues and concerns was as follows:

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

Attach additional sheets as needed.

Adjacent Property Owners List

The subject property is within a quarter -mile foot of the following properties in Fayette County, Georgia:

Property Address

Property Owner Name

795 Highway 279, Fayetteville, GA 30214

Mastermind Investments, LLC

Pineville-Matthews (Highway 279-Fayetteville, GA 30214) Catholic School Properties, Inc.



SITE PLAN CHECKLIST FORM F

Site plans for rezoning and use permit must be folded, drawn to scale, no larger than 30" x 42", and shall, at a minimum, include the following information:

ITEM #	DESCRIPTION	CHECK
1	Key and/or legend and site location map with North arrow	✓
2	Boundary survey of subject property which includes dimensions along property lines that match the metes and bounds of the property's written legal description and clearly indicates the point of beginning	✓
3	Acreage of subject property	✓
4	Location of land lot lines and identification of land lots	✓
5	Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property	✗
6	Proposed streets on the subject site	✗
7	Posted speed limits on all adjoining roads	✓
8	Current zoning of the subject site and adjoining properties	✓
9	Existing buildings with square footages and heights (stories), wells, driveways, fences, cell towers, and any other structures or improvements on the subject property	✓
10	Existing buildings with square footages and heights (stories), wells, driveways, fences, cell towers, and any other structures or improvements on adjacent properties within 400 feet of the subject site based on the County's aerial photography or an acceptable substitute as approved by the Director	✗
11	Location of proposed buildings (except single family residential lots) with total square footage	✗
12	Layout and minimum lot size of proposed single-family residential lots	✗
13	Topography (surveyed or County) on subject site and adjacent property within 200 feet as required to assess runoff effects; Onsite areas with slopes greater than thirty-three percent (33%) shall be labeled and identified through cross-hatching and/or separate colors.	✗
14	Location of major overhead and underground electrical and petroleum transmission/conveyance lines <i>But NO labels/Key</i>	✓
15	Required and/or proposed setbacks	✗
16	100-year flood plain horizontal limits and flood zone designations as shown on survey or FEMA FIRM maps	✗
17	Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed	✗
18	Required and proposed parking spaces; Loading and unloading facilities	✗
19	Lakes, streams and other waters on the site and associated buffers	✓
20	Proposed stormwater management facilities	✗
21	Community wastewater facilities including preliminary areas reserved for septic drain fields and points of access	✗
22	Availability of water system and sanitary sewer system	✗
23	Tree lines, woodlands and open fields on subject site	✗ ✓
24	Entrance site distance profile assuming the driver's eye at a height of 3.5 feet (See Fulton County Subdivision Regulations)	✓
25	Wetlands shown on the County's GIS maps or survey <i>Need stream buffers</i>	✗
26	Airport noise contours on those properties within the FAR Part 150 Airport Noise Contour Map	N/A

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Mayor/Council Proclamations for Spreading on the Minutes

DATE: September 28, 2021

SUBJECT: Mayor/Council Proclamations for Spreading on the Minutes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation _Pastor Anthony Adams _ Baker 8.26.2021 _	Cover Memo	9/24/2021
Proclamation "Corey Critell & PHIT Leaders" Day	Cover Memo	9/24/2021
Proclamation Strong Foundation Day rev	Cover Memo	9/24/2021
Proclamation _Eugene "Big U" Henley _ Baker 8.26.2021 _	Cover Memo	9/24/2021
Proclamation _Larry Hoover _ Baker 9.24.2021 _	Cover Memo	9/24/2021
Proclamation Edwin "Eddie" James Munford 9.3.2021	Cover Memo	9/24/2021
PROCLAMATION - Pastor Johnson Gilyard 9.9.21	Cover Memo	9/24/2021
Kitchens Edwards 9.14.21	Cover Memo	9/24/2021
eorgia Minority Supplier Development Council Edwards 9.14.21	Cover Memo	9/24/2021
Proclamation _Dr Rashad Richey _ Baker 8.26.2021 _	Cover Memo	9/24/2021
Proclamation _Wilma Lee London Scott _ Baker 9.20.2021 _	Cover Memo	9/24/2021
Proclamation _Courtney Bear Sills _ Baker 8.26.2021 _	Cover Memo	9/24/2021
Proclamation KHANDI WILLIAMS THE CHAYIL FOUNDATION rev	Cover Memo	9/24/2021



City of South Fulton

WHEREAS, Pastor Anthony Adams, who hails from Jamaica, Queens but is a product of Old National Highway, is a rising star not only in our local South Fulton Community but the broader collective; and

WHEREAS, Pastor Anthony Adams, Senior Youth Pastor of World Changers Youth Experience, uses his lively, loquacious nature and powerful testimony to impact the lives of literally thousands of young people every year not only within the South Fulton community, but through the 9 other locations across the country; and

WHEREAS, Pastor Anthony Adams, a graduate of World Changers International Bible School, where he received his associate degree in Biblical Studies, is, along with his wife Constance, devoted to uplifting the lives of the dispossessed and disenfranchised; and

WHEREAS, through “The Plug,” an event at World Changers International held on February 23, 2018 while empowering change through the connecting of resources, a goal was accomplished in a private collaborative Think Tank organized by District 7 Councilman Dr. Mark Baker, Courtney Bear Sills, Eugene “Big U” Henley, Pastor Anthony Adams, and other Community Leaders, to address issues on Old National Highway and the Pointer Ridge Subdivision in particular; and

WHEREAS, since then, strategies and resources were enacted and deployed resulting in 3 consecutive years of decreasing crime in the area, now down by double digits this year.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim Sunday, December 12th, 2021 as **“PASTOR ANTHONY ADAMS APPRECIATION DAY”** in the City of South Fulton, Georgia.

Dr. Mark Baker, District 7 Councilman



City of South Fulton

COREY CRITELL & PHIT LEADERS DAY

WHEREAS, Corey Critell is the founder & owner of PHIT (Prioritizing Health & Inspiring Transformation) Gym & Nutritional Program at 7496 Old National Highway, and a resident of the City of South Fulton; and

WHEREAS, Corey gave up a seven-figure personal training business traveling the Southeastern United States to open his own gym in South Fulton in 2020, in the midst of an unexpected and unprecedented global health pandemic; and

WHEREAS, Corey is working to improve not only the physical health of South Fulton residents, but the mental and spiritual health of South Fulton Youth through his PHIT leaders program, which offers FREE workout programs and motivational seminars every Saturday to South Fulton teens; and

WHEREAS, Corey's work ethic as both an athlete and entrepreneur continue to inspire South Fultonites of all ages,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council hereby declare **Tuesday, October 5, 2021** as **COREY CRITELL & PHIT LEADERS DAY** in the City of South Fulton.

Councilman Khalid

Councilman khalid kamau, District 6

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City of South Fulton | September 28, 2021



City of South Fulton

KYM FELTUS & STRONG FOUNDATION DAY

WHEREAS, Kym Feltus has been a senior accounting manager at three Fortune 100 companies in her career; and

WHEREAS, she has received countless awards and recognition from senior leadership; and

WHEREAS, in 2015, Kym formed Strong Systems Solutions, an accounting app originally created for religious organizations and now has expanded to non-profits, athletes and companies; and

WHEREAS, Ms. Feltus is also the author of three books: "Corporate America & The African American Woman," "Girl Today, CEO Tomorrow," and "Strong's Resume Writing & Interviewing Tips.; and

WHEREAS, Ms. Feltus formed The Strong Foundation, an organization that Celebrates Women's Empowerment; and

WHEREAS, Ms. Feltus helms the Strong Consultants Foundation, a non-organization that aids and builds awareness around domestic violence and victims.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council hereby declare **Thursday, April 7, 2022** as **KYM FELTUS & STRONG FOUNDATION DAY** in the City of South Fulton.

Councilman Khalid



City of South Fulton

WHEREAS, Our brother Eugene Henley, more popularly known as “Big U”, a star and a stalwart in our local South Fulton Community, and a fixture in the broader collective, is a world-renowned community activist, philanthropist, and entertainment industry executive; and

WHEREAS, “Big U”, a motivator for change who has not only spoken to colleges across the Nation, including Harvard University, in 2004 he founded the Non-Profit Developing Options, furthering his mission to impact the community far beyond the negative impact of gang violence, drugs, and crime. Through Developing Options, “Big U” has sent 100 young people to college and with an astonishing 90% graduation rate; and

WHEREAS, “Big U”, responsible for jump starting the careers of West Coast legends Kurupt and the beloved late Nipsey Hussle, is also a film executive, producing films such as Force of Execution with Ving Rhames and Steven Segal, and Love Chronicles ft. Mike Epps and Vivica Fox, and the FX networks’ Hip Hop Uncovered; and

WHEREAS, through “The Plug,” an event at World Changers International held on February 23, 2018 while empowering change through the connecting of resources, a goal was accomplished in a private collaborative Think Tank organized by Pastor Anthony Adams, District 7 Councilman Dr. Mark Baker, Courtney Bear Sills, Eugene “Big U” Henley, and other Community Leaders, to address issues on Old National Highway and the Pointer Ridge Subdivision in particular; and

WHEREAS, since then, strategies and resources were enacted and deployed resulting in 3 consecutive years of decreasing crime in the area, now down by double digits this year.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim Monday, November 29th, 2021 as **“EUGENE ‘BIG U’ HENLEY APPRECIATION DAY”** in the City of South Fulton, Georgia.

Dr. Mark Baker, District 7 Councilman



City of South Fulton

WHEREAS, since its inception, the well-chronicled sabotage by the United States government, including but not limited to Systematic Racism, Jim Crow, Red Lining, and the acknowledged CIA and FBI inundation of drugs and other modalities of chaos specifically designed for the annihilation of the black dispossessed and underrepresented, birthed revolutionaries and rebels who proceeded to employ alternate methods to combat police brutality and the outright war against black people in the inner city; and

WHEREAS, Larry Hoover through Growth and Development along with the likes of other Chicagoans such as Martin Luther King Jr. who launched the “Action Phase” of his agenda, Fred Hampton and Black Panthers, the Honorable Louis Farrakhan and the Nation of Islam, Jesse Jackson and the Rainbow Push Coalition, and Jawanza Kunjufu and African American Images developed a hybrid of innovative solutions meant for the liberation of the oppressed, dispossessed and underrepresented in urban cities; and

WHEREAS, Larry Hoover, a beacon of hope to his community, and through his indomitable spirit of magnanimity, which matured trans mutated social conscientiousness to encourage tenets of love, life, loyalty, knowledge, wisdom and understanding; amplifying the amalgamation of education, economics, politics, social development, organization and unity for higher efficacy and integrity in our community and the broader collective; and

WHEREAS, Larry Hoover has been in prison since 1973 and has spent the last 25 years in solitude, and although he has suffered some of the most inhumane circumstances known to man, he is eligible to be released under “The First Step Act”; and

WHEREAS, the City of South Fulton has been a forerunner in progressive legislation, with District 7 Councilman Dr. Mark Baker sponsoring the Breonna Taylor Law, ending the same No Knock Warrants that murdered Chairman Fred Hampton, “Banning the Boxes” for convicted felons, police reform through “#8cantwait,” the “Crown Act” ending discriminatory practices regarding natural hair in the workplace, Indigenous People’s Day, Juneteenth Holiday, Cannabis Reform, the “Fight for Fifteen,” Georgia’s 1st Reparations Legislation and other initiatives such as his monthly “Common Unity Series” with 20-50,000 pounds of food given away monthly are in part indebted to Larry Hoover’s conceptual frameworks and the properly applied embodiment of the intention of his “Put Down the bullet, Pick up the Ballot,” and “21st Century Vote” initiatives.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton do hereby proclaim Tuesday, November 30, 2021 as “**LARRY HOOVER DAY**” in the City of South Fulton, Georgia.

Dr. Mark Baker, District 7 Councilman



City of South Fulton

PROCLAMATION OF THE CITY OF SOUTH FULTON RECOGNIZING “EDDIE” MUNFORD

WHEREAS, Edwin “Eddie” James Munford was born in Atlanta, Georgia on June 5, 1970, to the proud parents of Jessie and Sandra Munford; and

WHEREAS, Eddie was a proud graduate of the M.D. Collins High School in South Fulton, where he was a star of the football team, going on to Dubuque University in Iowa on a football scholarship; and

WHEREAS, upon his return, Eddie began his career as Coach Munford for the Old National Knights, impacting hundreds of South Fulton Youth and families, with many of the athletes he coached going on to play college football around the nation and attributing much of their success to his teachings; and

WHEREAS, outside of coaching, Eddie was a truck driver and general contractor for over 20 years and assisted countless young people through driving school and into lucrative careers as drivers and business *owners*; and

WHEREAS, even at the height of the COVID-19 pandemic in 2020; Eddie never hesitated to help anyone in any way he could, including spending his Sundays helping the homeless by purchasing meals and passing out food in downtown.

NOW, THEREFORE BE IT RESOLVED, that the City Council of South Fulton hereby declare **Sunday, June 5, 2022** as **EDDIE MUNFORD DAY** in the City of South Fulton.

Councilman Khalid

Councilman khalid kamau, District 6



City of South Fulton

Whereas, Pastor T. Johnson was born to the union of Kenneth & Melissa Johnson, Sr. on August 17th 1981. Paul says “God, who set me apart from my mother’s womb and called me by his grace.” (Galatians 1:15) John the Baptist “he will be great in the sight of the Lord...and he will be filled with the Holy Spirit even before he is born.” (Luke 1:15)

Whereas, Pastor Kenneth Johnson was baptized at Hammond Baptist Church at a young age. Pastor Kenneth was a humble young man learning that servant leadership focuses on the needs of others. He served under numerous ministries and was ordained by Pastor Randy Hall, Sword of the Lord Ministries.

Whereas, the City of South Fulton while recognizing the valuable contributions of the talents Pastor Kenneth gave to numerous churches, he gave of himself to one of the major stakeholders in the City of South Fulton, World Changers Church International. He joined the ministry in year 2000, attended the ministry classes, served in the Music Ministry, Teens Ministry, and the Youth Ministry. John 9:4 “I must work the works of him that sent me, while it is day: the night cometh, when no man can work.”

Whereas, Pastor Kenneth T. Johnson united in Holy matrimony to his beloved Yvonne on May 17, 2008 where he was blessed with a beautiful daughter, Gabrielle and a son named Kingston. Proverbs 18:22 “Whoso findeth a wife a good thing, and obtaineth favour from the Lord.”

Whereas, Pastor Kenneth T. Johnson was called to Minister Heaven on Earth Life Ministries, in October 2008 until December 2017 and Breaking Religion Movement from 2017 until his death.

Whereas, Pastor Kenneth Johnson during his production tenure demonstrated in so many ways his dedication to the welfare of others and earned the respect and affection of people from all walks and ages of life, not only on Sunday’s, but on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which attests for his accolades of accomplishments received: Graduating with his Bachelor’s degree in Biblical Studies and a Minor in Music from Atlanta Christian College, receiving his Real Estate License and named Top Salesman for Advantage Realtors, Beginning in 2010 Pastor Kenneth worked as Vice President for Wells Fargo Bank, Synovus Bank and at the time of his death he worked as Vice President for Chase Bank, Psalms 84:11 tell us; For the Lord God is a Sun and Shield: The lord will give grace and glory: no good [thing] will he withhold from them that walk uprightly.

Whereas, we give pause, honor and praise on this day for the deep and abiding commitment of this special man, Pastor Kenneth T. Johnson, who along with his wife Yvonne by his side, has in faith worked diligently to provide spiritual guidance, leadership and comfort to his congregation as well as offering friendship, prayers and support for all who entered in his presence.

Therefore now be it resolved this 11th day of September 2021 as Pastor Kenneth T. Johnson day in the City of South Fulton, Georgia.



Councilwoman Naeema Gilyard



City of South Fulton

WHEREAS, “Gunna” or Sergio Giavanni Kitchens is an African-American rapper, songwriter, and fashion influencer that has taken the world of music and fashion by storm;

WHEREAS, Gunna’s heart-wrenching style of lyrics draws inspiration from his life and the resiliency shown by him to overcome the odds is clearly reflected in some of his greatest hits;

WHEREAS, being raised by a single mother, along with his four brothers, Gunna began his journey as a rapper at a very young age, growing up in Unincorporated South Fulton (now The City of South Fulton), where he was influenced by the hardships his family had to endure;

WHEREAS, besides his success in the music industry, he is also making waves in the world of fashion. His unique style of street fashion combined with high profile brands have made him a darling of the fashion world;

WHEREAS, just like the Phoenix, rising above the ashes of adversity, Gunna is committed to giving back to the community that raised him, buffered him, sheltered him and supported him by creating Gunna’s Drip Closet and Goodr Grocery Store which is set to provide students of McNair Middle School with access to free meals, clothing, and toiletries for years to come;

WHEREAS, since 2018, through his Gunna Great Giveaway Foundation, Gunna has exhibited his efforts to serve the greater good, by hosting free grocery stores in the community and providing over \$100,000 in gift cards to families during the pandemic and supplied thousands of families in Houston, Texas with groceries and household items after the 2021 historic winter storms;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council recognizes Gunna for his service to the community, applauds his outstanding contributions to the music industry, acknowledges him for setting a stellar example to the young people in our community and do hereby proclaim Thursday, September 16, 2021 as ***SERGIO GIAVANNI “GUNNA” KITCHENS DAY*** in the City of South Fulton.

Mayor William “Bill” Edwards



City of South Fulton

WHEREAS, Georgia Minority Supplier Development Council is the state of Georgia's leading advocacy organization for small business development and supplier diversity;

WHEREAS, their primary focus is to certify Minority Business Enterprise firms, help them prepare to engage global supply chains, and then facilitate partnerships with corporations and governments in need of their goods and services;

WHEREAS, since its inception in 1976, the Georgia Minority Supplier Development Council continues to illuminate the path for small business development and supplier diversity organizations.

WHEREAS, The Georgia Minority Supplier Development Council endeavors to guide over 800 certified Minority Business Enterprise firms headquartered in Georgia and reshapes their presence in phenomenal expansion serving over 400 corporations;

WHEREAS, The Georgia Minority Supplier Development Council supports Minority Business Enterprise firms by creating jobs that generate billions of dollars in revenue, and strengthens the bonds between sustainable enterprises;

WHEREAS, The Georgia Minority Supplier Development Council extends its reach to provide certification, host events, and foster educational programs. These ventures ignite growth, success, and long-term sustainability;

WHEREAS, On September 20th through the 24th, 2021, the Georgia Minority Supplier Development Council will host its Quarterly Business Opportunity Exchange to stimulate opportunities that explore innovative minority business practices that spark connections between corporate and government entities;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council recognizes the Georgia Minority Supplier Development Council for being a beacon of unwavering leadership, advocacy, and triumph for minority businesses, and do hereby proclaim the week of September 20th through the 24th, 2021 as the ***MINORITY BUSINESS OPPORTUNITY WEEK*** in the City of South Fulton.

Mayor William "Bill" Edwards



City of South Fulton

WHEREAS, Dr. Rashad Richey, who was voted “Best Talk Radio Personality in Atlanta” by readers of the Atlanta Journal Constitution is also political commentator for the People’s Station V-103, the Nation’s largest urban Station, as well as Television Political Commentator for CBS 46 News, Peachtree TV Atlanta, and host of his TV News Program “Indisputable with Dr. Rashad Richey”; and

WHEREAS, Dr. Rashad Richey, while also an award-winning media juggernaut, is also a Lion in both our South Fulton Community, as well as the larger Atlanta Collective, who gives a voice to the dispossessed and misrepresented. Furthermore, through his position as former Political Director and Chief Strategist for the Democratic Party of Georgia, lobbied for increased funding for Georgia schools, common sense prison reform, and anti-human sex trafficking laws; and

WHEREAS, Dr. Rashad Richey, having personally experienced the perils of foster care, works tirelessly to positively affect change in the lives of those who are less fortunate. He has established The Rashad Richey Foundation, Inc., an organization dedicated to mentoring at-risk youth, which allowed him the great honor of being recognized by President Barack Obama with the Presidential Lifetime Achievement Award; and

WHEREAS, Dr. Rashad Richey has partnered with Councilman Dr. Mark Baker to assist and amplify his Common-Unity Series. He has always allowed his platform to be used for the edification of the masses.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim Friday, August 27th, 2021 as “**DR. RASHAD RICHEY APPRECIATION DAY**” in the City of South Fulton, Georgia.

Dr. Mark Baker, District 7 Councilman



City of South Fulton

WHEREAS, Wilma Lee London Scott, was born in Vicksburg, MS on the esteemed day of January 28, 1939 to Wilson & Mamie Dorsey London. She will be remembered as a precious and intrepid soul, who relocated to Georgia in 1972, where she lived as a stalwart in her community, working in Merchandise Mart, the Department of Labor, and finally bringing her gold standard of dependability to the financial sector, retiring from Bank of America, after nearly 30 years of service; and

WHEREAS, Wilma Lee London Scott, a devoted woman with an even stronger faith, was an active member of South Fulton's Hoosier United Methodist Church for over 30 years, serving as the music librarian, as well as bringing her great love of singing to the Sanctuary Choir; and

WHEREAS, Wilma L. Scott's siblings have secured her birthright, keeping the promise of her legacy, as she leaves behind Wilson D. London Jr, Andrew L. London, Dollie P. Smith, Otha Burton Jr., Sandra D. London, Carol M. Burton, Cheryl R. Austen, and Bishop Lawrence J. London Sr.; and

WHEREAS, Wilma L. Scott's brother Bishop Lawrence J. London Sr., is father to the City of South Fulton's first District 7 Councilman, Dr. Mark Baker; and

WHEREAS, as a proud member of the London family, I wish to express my deepest sympathy for the passing of our beloved Wilma Lee London Scott. I pray that the fond memories of her gentle soul remain forever in our hearts.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim Tuesday, September 21st, 2021, as "WILMA L. SCOTT MEMORIAL DAY" in the City of South Fulton, Georgia.

Dr. Mark Baker, District 7 Councilman



City of South Fulton

WHEREAS, Our Brother Courtney Bear Sills, renowned recording industry Veteran and one of the most crucial parts of Atlanta's prolific recording industry, is a Star in both our local South Fulton Community, as well as the broader collective; and

WHEREAS, Courtney Sills, a brilliant writer and composer, is without a doubt one of the most well received voices of the Urban Music Culture, who has influenced some of the most successful music acts in recent history, is also a mentor who keeps his ear to the grindstone, always on the lookout for new and cutting edge sound; and

WHEREAS, Courtney Sills has been responsible, either directly or indirectly, for the careers of music juggernauts such as Wiz Khalifa, Bad Boy's R&B sensation 112, Jagged Edge, the indomitable Killer Mike, and Justin Bieber. As a composer he lent his expertise to such hits songs as "Cupid", "Peaches and Cream," and "That's what love is"; and

WHEREAS, through "The Plug," an event at World Changers International held on February 23, 2018 while empowering change through the connecting of resources, a goal was accomplished in a private collaborative Think Tank organized by Pastor Anthony Adams, District 7 Councilman Dr. Mark Baker, Eugene "Big U" Henley, Courtney Bear Sills, and other Community Leaders, to address issues on Old National Highway and the Pointer Ridge Subdivision in particular; and

WHEREAS, since then, strategies and resources were enacted and deployed resulting in 3 consecutive years of decreasing crime in the area, now down by double digits this year.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim Thursday, December 23, 2021 as "**COURTNEY BEAR SILLS APPRECIATION DAY**" in the City of South Fulton, Georgia.

Dr. Mark Baker, District 7 Councilman



City of South Fulton

“KHANDI” WILLIAMS & THE CHAYIL FOUNDATION

WHEREAS, Carlene (Khandi) Williams is the founder of Atlanta-based, Chayil Foundation; and

WHEREAS, the Chayil Foundation provides food to senior citizens and low income families amongst other services; and

WHEREAS, Ms. Williams is a single mother, serial entrepreneur, and a mental health advocate; and

WHEREAS, at the start of the new school year, Chayil Foundation has provided school supplies and bicycles to young scholars in the South Fulton community; and

WHEREAS, she has provided Thanksgiving meals and Christmas gifts during the holiday season and still provides wraparound services for underserved communities throughout the COVID-19 pandemic; and

WHEREAS, Ms. Williams has dedicated her time and resources to helping our most vulnerable families in our communities.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council hereby declare Sunday, September 8, 2021 as **“KHANDI” WILLIAMS & THE CHAYIL FOUNDATION DAY** in the City of South Fulton.

Councilman Khalid

Councilman khalid kamau, District 6



City of South Fulton

WHEREAS, throughout history, senior citizens have made invaluable contributions to the success and stability of families, communities, and the country. Those contributions remain true today, and gives us ample reason this year to reserve a special day in honor of the senior citizens who mean so much to our city, county, state and country; and

WHEREAS, on August 19, 1988, former President Ronald Reagan designated the third Saturday of the month of August as “National (World) Senior Citizens Day.” It is a day to recognize and celebrate the wisdom and longevity that is reserved for those citizens who have been blessed to reach a certain age in life; and

WHEREAS, due to the improvement of the quality of care and more years of productivity, senior citizens are reinforcing their historical roles as community leaders and as mentors with a sense of purpose as individuals; and

WHEREAS, many senior citizens are embarking on second careers, giving the youth a fine example of responsibility, resourcefulness, competence, and determination. Millions of senior citizens are serving as volunteers in various programs and projects that benefit every sector of society, serving wherever the need exists, citizens are making their presence felt -- for their own good and that of others; and

WHEREAS, for all senior citizens have achieved throughout life and for all they continue to accomplish, we owe senior citizens our thanks and a heartfelt salute. We can best demonstrate our gratitude and esteem by making sure that our communities are good places in which to mature and grow older -- places in which senior citizens can participate to the fullest and can find the encouragement, acceptance, assistance, and services they need to continue to lead lives of independence and dignity; and

WHEREAS, on August 21, 2021, renown Creative Director, Sir Darren Jon, of the Pyramid Music Group, LLC., will honor senior citizens throughout the City of South Fulton with an evening of musical sound and classical keys. This night of musical tribute honors all senior citizens from across the City of South Fulton that continue to progress forward as pillars of the community including Alan Rosser, Judith Henson, Joyce Gordon, Constance Morman, Doug Gray, Brenda Jenkins, Bobby Stephens, Paulette Vaughn, and Rosa Royal.

NOW, THEREFORE BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim Saturday, August 21, 2021, as “**WORLD SENIOR CITIZENS DAY**” in the City of South Fulton, Georgia.

Mayor William 'Bill' Edwards

Councilwoman Catherine Rowell
District 1

Councilwoman Naeema Gilyard
District 4

Councilman khalid kamau
District 6

Mayor Pro Tem Helen Willis
District 3

Councilwoman Carmalitha Gumbs
District 2

Councilman Corey A. Reeves
District 5

Councilman Mark Baker
District 7

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of Board/Committee
Appointments

DATE: September 28, 2021

SUBJECT: Request Council Approval of Board/Committee
Appointments

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council confirmation of the following recorded development plats as approved by the City Engineer pursuant to Section 4.2.2.E of the Subdivision Regulations, Appendix D:

DATE: September 28, 2021

SUBJECT: Request Council confirmation of the following recorded development plats as approved by the City Engineer pursuant to Section 4.2.2.E of the Subdivision Regulations, Appendix D:

REFERENCE:

CONCLUSION:

BACKGROUND:

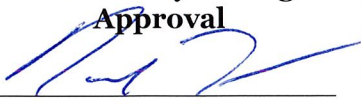
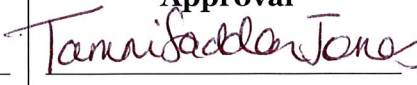
FISCAL IMPACT:

ATTACHMENTS:

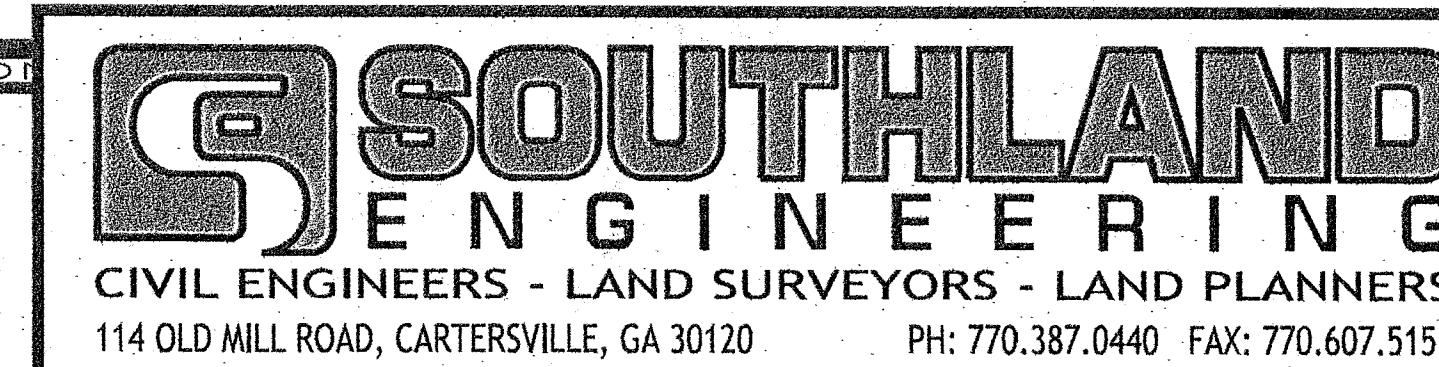
Description	Type	Upload Date
Captain D - Old Natl Hwy _RECORDED PLAT	Cover Memo	9/24/2021
Grant Subdivide (1643 New Hope Rd) _RECORDED PLAT	Cover Memo	9/24/2021
South Fulton Commerce Center-4380 Stacks Road _RECORDED PLAT	Cover Memo	9/24/2021
Renaissance Park PH-4A _RECORDED PLAT	Cover Memo	9/24/2021
Oakhurst Glen Ph 2 _RECORDED PLAT	Cover Memo	9/24/2021

City of South Fulton Agenda Item Summary



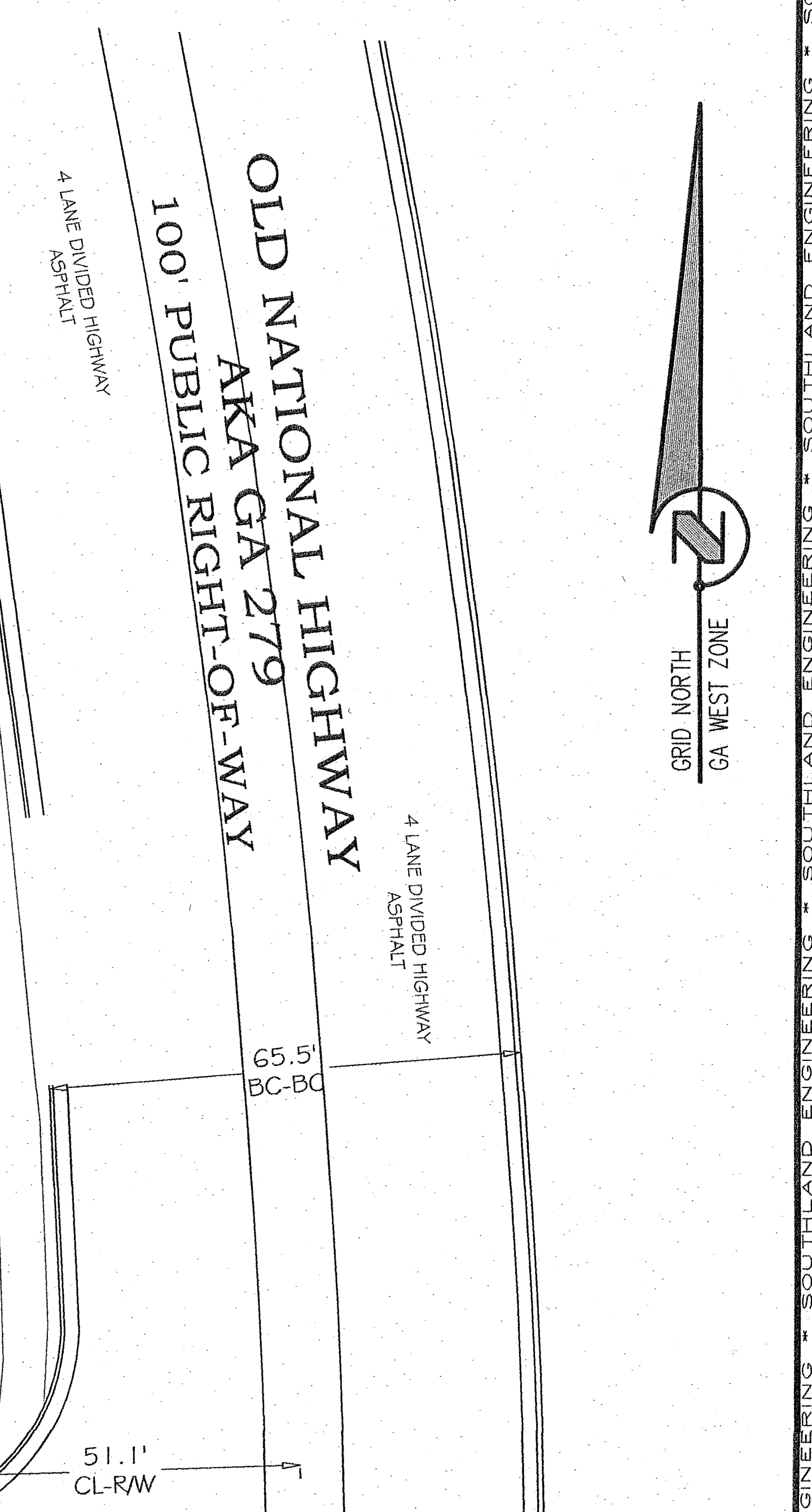
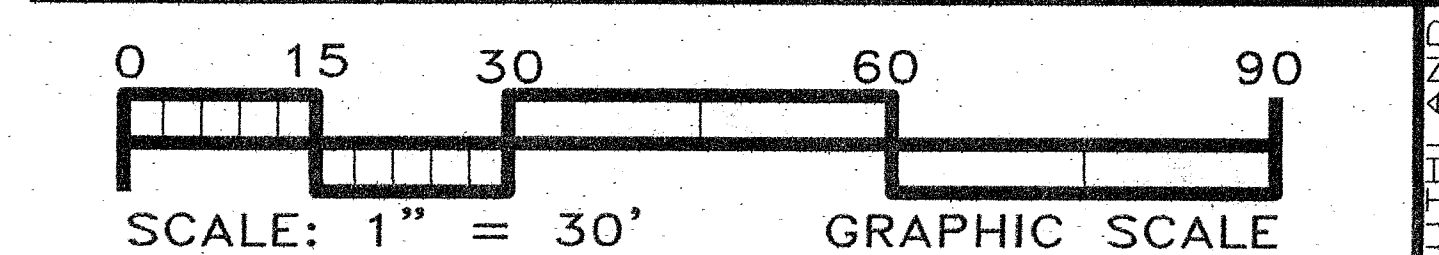
City Council Meeting Date 9/28/2021		
Requesting Department CDRA - Engineering and Land Development		Council District(s) Affected Council District 5
Requested Action Council to confirm the recorded plat for Captain-D (Old National Highway).		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 4.2.2.E of the City's Municipal Codes calls for the City Council to confirm receipt of all recorded plats. All recorded plats have been received and logged by Fulton County Superior Court, at this time. Located in Council District #5, this 1.75-acre parcel is being subdivided into two tracts of 0.95 acres and 0.80 acres. The proposed development is a Captain-D Express Fast-Food Restaurant on one tract and an unknown development on the second tract.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) 4.2.2.E The final plat shall be considered approved at the time of the certification by the Director. Upon receipt of the recorded plat by the Department, the final plat shall be presented for confirmation to the City Council at the next regularly scheduled meeting. In residential and non-residential subdivisions, building permits shall not be issued for any approved minor or final plat until the approval of the Director and the receipt by the Department of the final recorded plat for subsequent confirmation by the City Council is complete.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval Digitally signed by Shayla Reed Date: 2021.03.11 12:02:40 -05'00' Shayla Reed _____ _____		Finance Director Approval _____ _____
Assistant City Manager Approval  _____	City Attorney Approval _____ _____	City Manager Approval  _____

9-22-21



LOT RECONFIGURATION SURVEY FOR:
ANIL DOSSANI
LOCATED IN LAND LOT 68
16th DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA

DATE: MARCH 31, 2021 REV: JOB NO: 20038
DATE OF FIELDWORK: 3-19-21
DRAWN BY: CPR CHECKED BY: CPR APPROVED BY: KNC



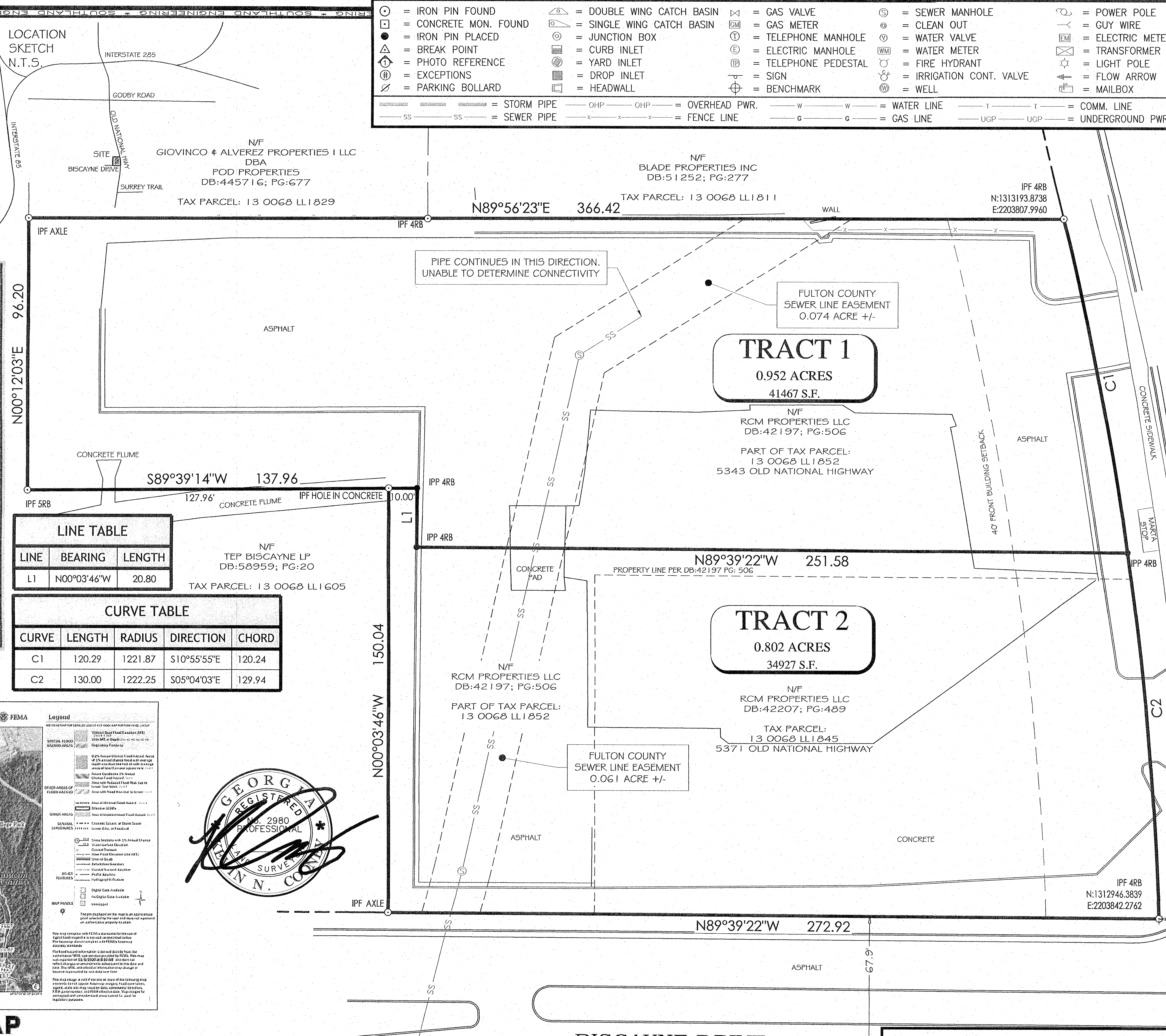
Recording Statement
THE DIRECTOR OF THE COMMUNITY DEVELOPMENT AND REGULATORY AFFAIRS DEPARTMENT OF THE CITY OF SOUTH FULTON, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE CITY OF SOUTH FULTON ZONING RESOLUTION, CONDITION OF ZONING, AND THE CITY OF SOUTH FULTON SUBDIVISION REGULATIONS AS AMENDED AND IS AUTHORIZED TO BE RECORDED.

[Signature] 8/6/21
FOR THE DIRECTOR, COMMUNITY DEVELOPMENT SERVICES DATE

Conformity Statement
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS OF THE GEORGIA BOARD OF REGISTRATION OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

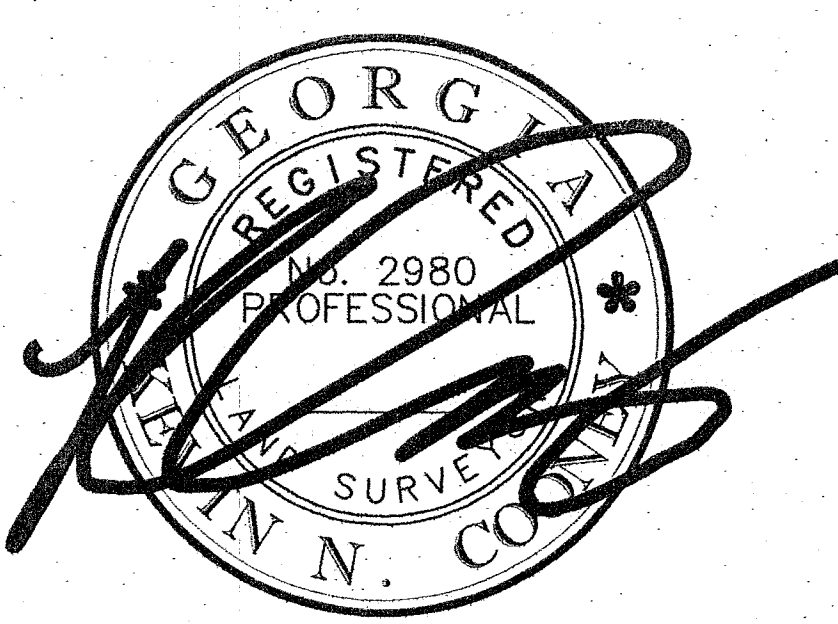
[Signature]
KEVIN COONEY - GA PLS 2980

- IRON PIN FOUND
- CONCRETE MON. FOUND
- IRON PIN PLACED
- BREAK POINT
- PHOTO REFERENCE
- EXCEPTIONS
- PARKING BOLLARD
- DOUBLE WING CATCH BASIN
- SINGLE WING CATCH BASIN
- JUNCTION BOX
- CURB INLET
- YARD INLET
- DROP INLET
- HEADWALL
- GAS VALVE
- GAS METER
- TELEPHONE MANHOLE
- ELECTRIC MANHOLE
- TELEPHONE PEDESTAL
- SIGN
- BENCHMARK
- SEWER MANHOLE
- CLEAN OUT
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- IRRIGATION CONT. VALVE
- WELL
- POWER POLE
- GUY WIRE
- ELECTRIC METER
- TRANSFORMER
- LIGHT POLE
- FLOW ARROW
- MAILBOX
- STORM PIPE
- SEWER PIPE
- OVERHEAD PWR.
- FENCE LINE
- WATER LINE
- GAS LINE
- COMM. LINE
- UNDERGROUND PWR.

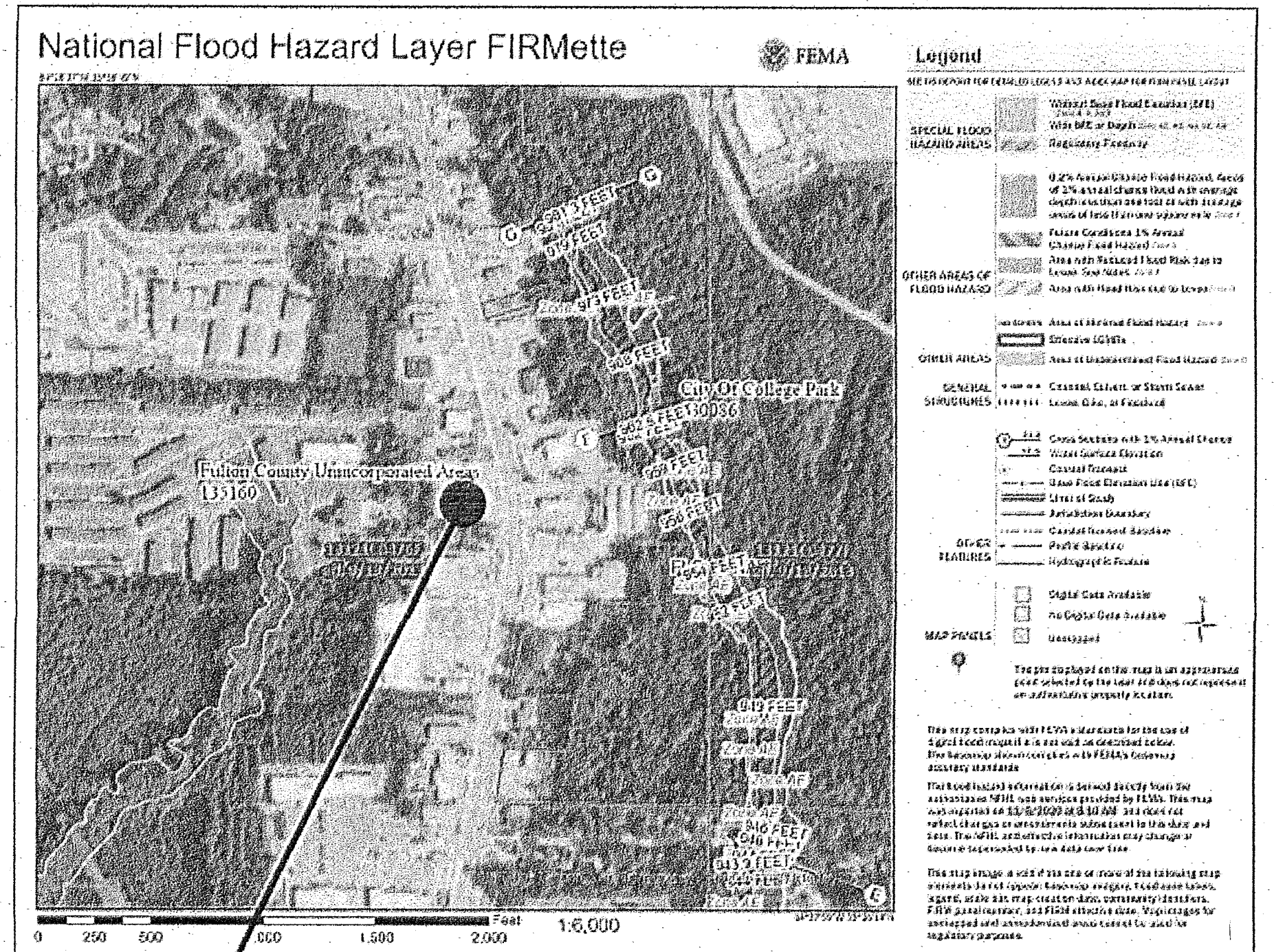


LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°03'46"W	20.80

CURVE TABLE				
CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	120.29	1221.87	S10°55'55"E	120.24
C2	130.00	1222.25	S05°04'03"E	129.94



OWNERS ACKNOWLEDGEMENT
TO THE STATE OF GEORGIA, CITY OF SOUTH FULTON, AND FULTON COUNTY:
THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, DEDICATES TO THE PUBLIC FOR USE FOREVER THOSE WATER AND SEWER IMPROVEMENTS CONSTRUCTED IN ACCORDANCE WITH THIS PLAT THAT ARE SPECIFICALLY LABELED AS DEDICATED TO THE PUBLIC, AND DEDICATES TO THE CITY OF SOUTH FULTON, THE COMPLETE OWNERSHIP AND USE OF ALL PUBLIC STREETS AND DEDICATED RIGHT-OF-WAY SPECIFICALLY LABELED AS PUBLIC STREETS AND DEDICATED RIGHT-OF-WAY, AND DEDICATES TO THE USE OF THE PUBLIC FOREVER THE FOLLOWING:
PUBLIC STREETS 0 ACRES
PUBLIC SEWER EASEMENTS 0.135 ACRES
PUBLIC DRAINAGE EASEMENTS 0 ACRES
PUBLIC PARKS/OPEN SPACE 0 ACRES
TYPED NAME OF OWNER OF RECORD
ANIL DOSSANI
SIGNATURE OF OWNER OF RECORD
DATE
7-26-2021



FLOOD MAP
NOT TO SCALE

FULTON COUNTY HEALTH DEPARTMENT
This subdivision, as shown, is approved upon the condition that sewage disposal and water supply facilities are in compliance with Chapter 34, Articles IV and XI, Sewage Disposal and Drinking Water Supply of the Fulton County Health Department regulations and in accordance with the requirements below.
WATER SUPPLY
Public Water Supply
() Individual Water Supplies
Service Requirements - S/D Type
Type "A"
() Type "B"
() Type "C"
() Type "D"
Date
Revision Date
Fulton County Health Department

OWNER/DEVELOPER:
ANIL DOSSANI
ALIBHAI INVESTMENTS INC.
3263 BAGLEY PASSAGE
DULUTH, GA 30097
678 665 6814
ZONING
C-1 (LIMITED COMMERCIAL)
SETBACKS:
FRONT - 40 FT
SIDE - 40 FT TO STREET
SIDE - 40 FT INTERIOR LOT LINES
REAR - 0 FT
MAXIMUM BLDG & STRUCTURE HEIGHT - 60 FT OR FOUR STORIES, WHICHEVER IS HIGHER
FRONTAGE - 35 FT

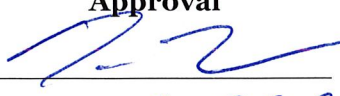
DEVELOPMENT NOTES
WASTEWATER SERVICE AVAILABLE BY: FULTON COUNTY
WATER SERVICE AVAILABILITY BY CITY OF ATLANTA
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) OF FULTON COUNTY, PANEL NO: 1315600476, DATED SEPT 18, 2013, THIS PROPERTY IS LOCATED IN ZONE X AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST, SPECIFICALLY RELEASES THE CITY OF SOUTH FULTON FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS OF DRAINAGE FEATURES. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THESE REGULATIONS AND THE DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES. SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING, AND THE LIKE, NECESSARY TO REMEDY A CONDITION, WHICH IN THE JUDGEMENT OF STAFF AND DIRECTOR, IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY OR THE PUBLIC ROAD OR UTILITY SYSTEM.
SUCH EMERGENCY MAINTENANCE, CONDUCTED FOR THE COMMON GOOD, SHALL NOT BE CONSTRUED AS CONSTITUTING MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF SOUTH FULTON, NOR AN ABRIGATION OF THE CITY OF SOUTH FULTON'S RIGHT TO SEEK REIMBURSEMENT FOR EXPENSE FROM THE OWNER/S OF THE PROPERTY OR THE LANDS THAT GENERATED THE CONDITIONS.
THIS PLAT IS APPROVED WITH THE UNDERSTANDING THAT EASEMENT IS GRANTED TO THE CITY OF SOUTH FULTON ALONG ALL ROAD FRONTAGE FOR THE PURPOSE OF SLOPING CUTS AND FILLS AS FOLLOWS: 0' TO 5' - NOT LESS THAN 3 TO 1 SLOPE; 5' TO 10' - NOT LESS THAN 2 TO 1 SLOPE.

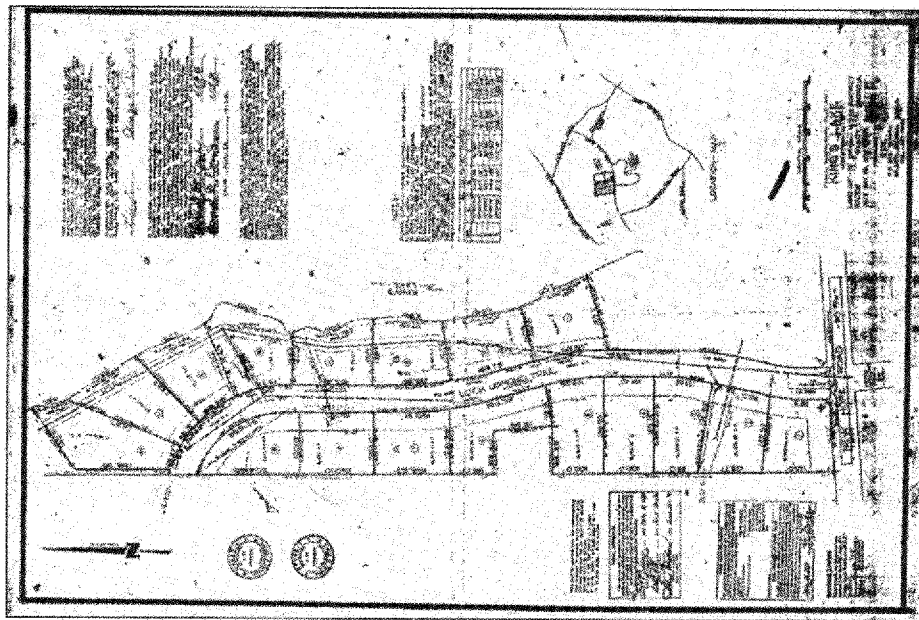
SURVEYORS CERTIFICATION
"IT IS HEREBY CERTIFIED THAT THIS MINOR PLAT SUBDIVISION IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY, MADE BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, HAVE BEEN MARKED AS 'FUTURE', AND THEIR LOCATION, SIZE, TYPE AND MATERIAL IS CORRECTLY SHOWN."
[Signature]
KEVIN COONEY - GA PLS 2980

General Notes
1. ALL PROPERTY CORNERS ARE 1/2" REBAR, EXCEPT AS SHOWN.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 12,000 FEET, AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 2,500,000 FEET.
4. EQUIPMENT USED: TOPCON 3005W, TOTAL STATION, WITH DATA COLLECTOR.
5. RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.
6. ACREAGE - TRACT 1: 0.952 TRACT 2: 0.802 TOTAL: 1.754

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/28/2021		
Requesting Department CDRA - Engineering and Land Development		Council District(s) Affected Council District 1
Requested Action Council to confirm the recorded plat for Grant Subdivide (1643 New Hope Road)		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 4.2.2.E of the City's Municipal Codes calls for the City Council to confirm receipt of all recorded plats. All recorded plats have been received and logged by Fulton County Superior Court, at this time. Located in Council District #1, this 9.53-acre parcel is being subdivided into a 2.39 acre tract containing the existing home on New Hope Road, plus a wooded 7.14 acre tract with direct access from Loch Lomond Trail.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) 4.2.2.E The final plat shall be considered approved at the time of the certification by the Director. Upon receipt of the recorded plat by the Department, the final plat shall be presented for confirmation to the City Council at the next regularly scheduled meeting. In residential and non-residential subdivisions, building permits shall not be issued for any approved minor or final plat until the approval of the Director and the receipt by the Department of the final recorded plat for subsequent confirmation by the City Council is complete.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval Shayla Reed Digitally signed by Shayla Reed Date: 2021.03.11 12:02:40 -05'00'		Finance Director Approval
Assistant City Manager Approval  9-22-21	City Attorney Approval	City Manager Approval 



- LEGEND AND SYMBOLS USED**
- IPF - Iron Pin Found
 - IPS - Iron Pin Set (1/2" Capped Rebar)
 - RBF - Rebar Found
 - OTF - Open Top Pipe Found
 - CTF - Crimped Top Pipe Found
 - MON - Monument Found
 - CMF - Concrete Monument Found
 - CP - Calculated Point
 - PP - Power Pole
 - LP - Light Pole
 - PED - Utility Pedestal
 - FH - Fire Hydrant
 - WM - Water Meter
 - WV - Water Valve
 - GM - Gas Meter
 - SMH - Sewer Manhole
 - CB - Catch Basin
 - DI - Drop Inlet
 - CO - Cleanout
 - PBX - Power Box
 - Deciduous Tree
 - Coniferous Tree
 - CMP - Corrugated Metal Pipe
 - RCP - Reinforced Concrete Pipe
 - RW - Right of Way
 - N-F - Now or Formerly
 - DB, PG - Dead Book and Page
 - PG - Plat Book and Page
 - POB - Point of Beginning

FLOOD NOTE:

By graphically plotting only, the subject property does not fall within a 100-year federally designated flood hazard area. The subject property falls within zone "X" of the Flood Insurance Rate Map, Community Panel No. 13121C0333F & 13121C0331F, effective date of 9/18/2013.

ZONING STATEMENT

Any graphic depiction of setback lines and other matters of zoning classification are the surveyor's interpretation of the zoning information furnished. The surveyor offers no certification as to the zoning of the subject property or compliance with zoning regulations for the structures or businesses on the subject property.

Subject Property Currently Zoned R-3 City of South Fulton

Minimum lot area 18,000 sq.ft.
Minimum lot width 100'
Minimum required frontage 35'

SURVEYOR'S NOTES:

- The field data upon which this plat is based has a relative positional accuracy of 0.02 feet.
- This plat has been calculated for closure and has a mathematical error of 1:300,000+.
- Field angles and measurements acquired for the production of this plat were obtained on 4/12/2019 using a Leica TCPR 1203 Total Station. And are based on Grid North.
- This plat was prepared without benefit of a current title examination. Easements or other encumbrances may exist which are not shown hereon. All matters pertaining to title are excepted.
- No provisions have been made to secure the delineation of any wetlands, historical, or cultural features that may exist on this property.
- Information regarding the reputed presence, size, character, and location of existing underground utilities and structures is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structures not shown may be encountered. The owner, his employees, his consultants, his contractors and/or his agents shall hereby distinctly understand that the surveyor is not responsible for the correctness or sufficiency of this information shown hereon as to such underground installations.
- The certification, as shown hereon, is purely a statement of professional opinion based on knowledge, information and belief, and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty or guarantee.
- Owner of record: J. Leon & Leila Grant
1643 New Hope Rd
- Water service to be provided by City of Atlanta
- Wastewater service to be provided by individual septic system
- Individual lot acreages found within each lot on plat

DRAINAGE STATEMENT

The owner of record, on behalf of himself (itself) and all successors in interest, specifically releases the City of South Fulton from any and all liability and responsibility for flooding or erosion from storm drains or from flooding from high water of natural creeks, rivers or drainage features. A drainage easement is hereby established for the sole purpose of providing for the emergency protection of the free flow of surface waters along all watercourses as established by these Regulations and the Director of Community Development Regulatory Affairs. Said Director may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other debris, excavation, filling and the like, necessary, to remedy a condition, which in the judgment of staff and Director, is potentially injurious to life, property or the public road or utility system.

Such emergency maintenance, conducted for a common good, shall not be construed as constituting maintenance obligation on the part of the City of South Fulton, nor an abrogation of the City of South Fulton's right to seek reimbursement for expenses from the owner/s of the property or the lands that generated the conditions.

STATEMENT OF SLOPE EASEMENT

This plat is approved with the understanding that easement is granted to the City of South Fulton along all road frontage for the purpose of sloping cuts and fills as follows:

- 0' to 5' - not less than 3 to 1 slope
- 5' to 10' - not less than 2 to 1 slope

SURVEYOR'S CERTIFICATION

As required by Subsection (C) of OCGA Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in OCGA Section 15-6-67.

John C. Groves, Jr. RLS 3237

DATE: 5/9/19

SCALE: 1"=100'

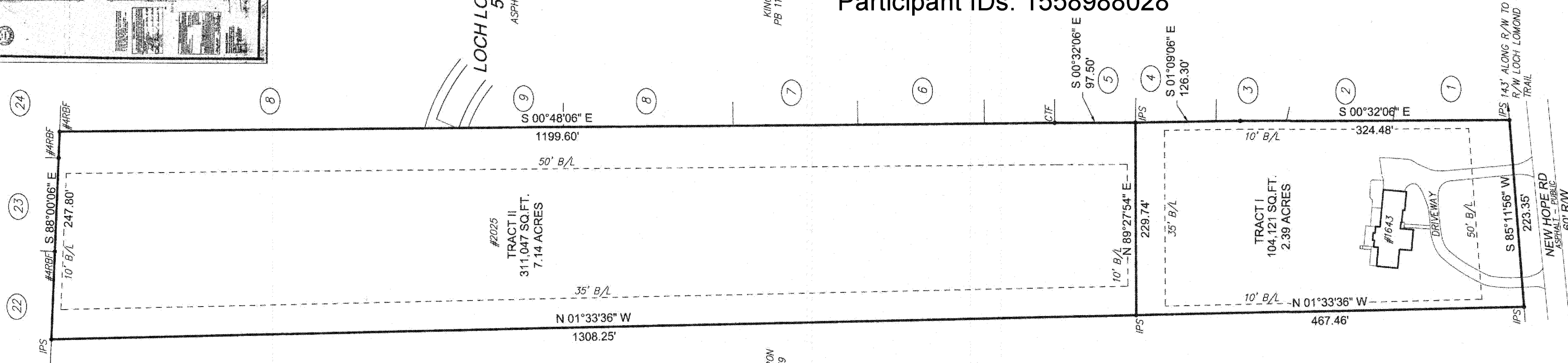
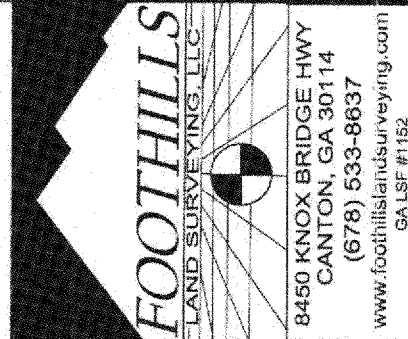
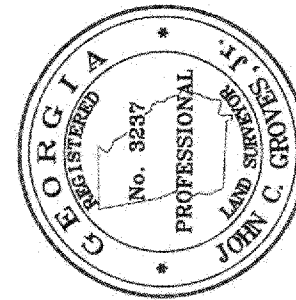
DRAWING: 19-060

COORD:

REVISIONS: 8/24/21

SHEET #: 1 of 1

Plat Book 443 Page 1
Filed and Recorded 09/01/2021 10:24:00 AM
2021-0284604
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 1558988028



OWNERS

ACKNOWLEDGEMENT:
(STATE OF GEORGIA)
(COUNTY OF FULTON)

The owner of record of the land shown on this plat and whose name is subscribed thereto, in person or through a duly authorized agent, hereby acknowledges that this plat was made from an actual survey, dedicated to the City of South Fulton, the complete ownership and use of all water and sewer improvements constructed or to be constructed in accordance with this plat, and dedicated to the use of the public forever the following:

0 acres Public Streets, sewer easements, drainage easements & public parks/open spaces

J. Leon Grant 8-30-21 date
Leila Grant 8/30/21 date

MINOR SUBDIVISION PLAT APPROVAL

The Director of Community Development & Regulatory Affairs of The City of South Fulton, Georgia, certifies that this plat complies with the City of South Fulton Zoning Resolution, Conditions of Zoning, and the City of South Fulton Subdivision Regulations as amended.

Director of Community Development & Regulatory Affairs
Date: 8/31/21

APPROVAL OF DEPARTMENT OF HEALTH

FULTON COUNTY HEALTH DEPARTMENT

This subdivision, as shown, is approved upon the condition that sewage disposal and water supply facilities are in compliance with Articles C and D, Sewage Disposal and Drinking Water Supply of the Fulton County Health Department regulations and in accordance with the requirements below:

WATER SUPPLY
() Public Water Supply
() Individual Water Supplies
SEWAGE DISPOSAL
() Public Sanitary
() Individual Onsite Sewage

Service Requirements - SD Type Service Requirements - SID Type

Type "A" () Type "A" () Type "C"
Type "B" () Type "B" () Type "D"

Date: 8-31-21

Fulton County Health Department

Revision Date: Fulton County Health Department

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/28/2021		
Requesting Department CDRA - Engineering and Land Development		Council District(s) Affected Council District 5
Requested Action Council to confirm the recorded plat for South Fulton Commerce Center (4380 Stacks Road).		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 4.2.2.E of the City's Municipal Codes calls for the City Council to confirm receipt of all recorded plats. All recorded plats have been received and logged by Fulton County Superior Court, at this time. Located in Council District #5, this 23.66 acre parcel is being combined from a 15.57 acre tract and a 8.08 acre tract. The former site of the Henderson Rodeo Arena is being redeveloped into a Commercial Warehouse.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) 4.2.2.E The final plat shall be considered approved at the time of the certification by the Director. Upon receipt of the recorded plat by the Department, the final plat shall be presented for confirmation to the City Council at the next regularly scheduled meeting. In residential and non-residential subdivisions, building permits shall not be issued for any approved minor or final plat until the approval of the Director and the receipt by the Department of the final recorded plat for subsequent confirmation by the City Council is complete.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval Digitally signed by Shayla Reed Date: 2021.03.11 12:02:40 -05'00' Shayla Reed		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval

9-22-21

Plat Book 442 Page 68
Filed and Recorded 08/05/2021 12:19:00 PM
2021-0264559
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 0459597283



Know what's below.
Call before you dig.

THIS BLOCK RESERVED FOR THE
CLERK OF THE SUPERIOR COURT

SURVEY NOTES

- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN $\geq 5,000'$ (FEET), AND AN ANGULAR ERROR OF $\leq 2"$ (INCHES) PER ANGLE POINT, AND WAS ADJUSTED USING A COMPASS RULE.
- FIELD WORK COMPLETED NOVEMBER 20, 2020.
- THE FOLLOWING TYPE OF EQUIPMENT WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT: TOPCON GTS-226 & RECON TDS DATA COLLECTOR.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,437,606 FEET.
- I HAVE EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR FULTON COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBERS 13121C0456F & 13121C0457F. EFFECTIVE DATE SEPTEMBER 18, 2013 AND FOUND A PORTION OF THE PROPERTY SHOWN HEREON TO FALL WITHIN A DESIGNATED 500 YEAR FLOOD ZONE "X".
- THIS SITE IS TIED TO GRID NORTH BASED ON GPS OBSERVATIONS ADJUSTED BY HARRIS GRAY, LLC IN NOVEMBER, 2020. NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEORGIA WEST ZONE STATE PLANE COORDINATES.
- ALL PROPERTY CORNERS REFERENCED AS "SPS" INDICATES A 1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "GRAY 25217-2879", UNLESS OTHERWISE NOTED.
- THE TERM "CERTIFICATION" RELATING TO PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- THIS SURVEY COMPLIES WITH BOTH THE RULES OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67, IN THE WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.
- ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).
- PROPERTY ZONED: M-2 (HEAVY INDUSTRIAL DISTRICT) PER ZONING PETITION #2-74-015-FC. BUFFER: 25 FOOT BUFFER ALONG EAST AND WEST PROPERTY PER CONDITION #5 SETBACK: FRONT = 40 FEET SIDE = 0 FEET REAR = 0 FEET MINIMUM LOT FRONTAGE: 35 FEET MAXIMUM BLDG. HEIGHT: 100 FEET OR 8 STORIES
- WATER SERVICES PROVIDED BY CITY OF ATLANTA.
- WASTEWATER SERVICES PROVIDED BY FULTON COUNTY SEWER DEPARTMENT.

LEGAL DESCRIPTION - COMBINED

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 107, 9F District, City of South Fulton, Fulton County, Georgia and being more particularly described as follows: Commencing from an iron pin found (1/2" rebar) at the intersection of the Southern Right-of-Way of Stacks Road (60' Right-of-Way) and the Western Right-of-Way of Mallory Road (60' Right-of-Way), said pin being the POINT OF BEGINNING; Thence leaving said intersection and continuing along said Right-of-Way of Mallory Road, South 20 degrees 53 minutes 56 seconds East, a distance of 458.05 feet to a point; Thence continuing along said Right-of-Way, South 19 degrees 51 minutes 40 seconds East, a distance of 612.16 feet to an iron pin found (1/2" rebar) on the Northern Right-of-Way of Seaboard Coastline Railroad (100' Right-of-Way); Thence leaving the Western Right-of-Way of Mallory Road and continuing along said Right-of-Way of Seaboard Coastline Railroad, South 69 degrees 34 minutes 25 seconds West, a distance of 533.43 feet to an iron pin found (3/4" crimp top pipe); Thence continuing along said Right-of-Way, South 69 degrees 34 minutes 25 seconds West, a distance of 738.98 feet to an iron pin found (1/2" rebar); Thence leaving the Northern Right-of-Way of Seaboard Coastline Railroad, North 01 degrees 38 minutes 34 seconds East, a distance of 197.52 feet to an iron pin found (1/2" rebar w/ cap); Thence North 17 degrees 31 minutes 45 seconds East, a distance of 215.04 feet to an iron pin found (1/2" rebar w/ cap - OWENSBY); Thence North 06 degrees 33 minutes 06 seconds East, a distance of 912.69 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879) on the Southern Right-of-Way of Stacks Road; Thence continuing along said Right-of-Way, North 59 degrees 54 minutes 02 seconds East, a distance of 728.19 feet to an iron pin found (railroad spike); Thence continuing along said Right-of-Way, North 59 degrees 54 minutes 02 seconds East, a distance of 132.89 feet to an iron pin found (1/2" rebar) on the Western Right-of-Way of Mallory Road, said pin being the POINT OF BEGINNING. Said tract containing 23.662 acres or 1,030,719 square feet.

FIRE PROTECTION NOTES

BE AWARE THAT FOR DWELLINGS MORE THAN FIVE HUNDRED (500) FEET OFF THE ROAD, FLAG LOTS OR LOTS WITH UNUSUAL CONFIGURATIONS, THE FIRE DEPARTMENT MAY NOT BE ABLE TO PROVIDE FIRE PROTECTION UNLESS THE FOLLOWING ITEMS ARE FULFILLED:

- A FIRE HYDRANT OR WATER SOURCE APPROVED BY THE FIRE DEPARTMENT MUST BE AVAILABLE WITHIN 500 FEET OF THE DWELLING'S MOST REMOTE POINT.
- AN ALL-WEATHER DRIVEWAY OF AT LEAST 14 FEET WIDTH AND HAVING A VERTICAL CLEARANCE OF 13 FEET 6 INCHES MUST BE PROVIDED.
- AN APPROVED TURNAROUND AT THE DEAD END OF ANY ROAD OR DRIVE OVER 150 FEET LONG MUST BE PROVIDED.
- FIRE DEPARTMENT APPROVAL IS REQUIRED FOR ANY ACCESS SO CONSTRUCTED.

FULTON COUNTY HEALTH DEPARTMENT

THIS SUBDIVISION, AS SHOWN, IS APPROVED UPON THE CONDITION THAT SEWAGE DISPOSAL AND WATER SUPPLY FACILITIES ARE IN COMPLIANCE WITH CHAPTER 34, ARTICLES IV AND XI, SEWAGE DISPOSAL AND DRINKING WATER SUPPLY OF THE FULTON COUNTY HEALTH DEPARTMENT REGULATIONS AND IN ACCORDANCE WITH THE REQUIREMENTS BELOW:

WATER SUPPLY: ☒ PUBLIC WATER SUPPLY ☐ INDIVIDUAL WATER SUPPLIES
SEWAGE DISPOSAL: ☒ PUBLIC SANITARY ☐ INDIVIDUAL ONSITE SEWAGE

SERVICE REQUIREMENTS - S/D TYPE
TYPE "A" TYPE "A" TYPE "C"
TYPE "B" TYPE "B" TYPE "D"

DATE: 7/29/2024
FULTON COUNTY HEALTH DEPARTMENT

REVISION DATE: FULTON COUNTY HEALTH DEPARTMENT

OWNER/DEVELOPER:

USPF/SREP SOUTH FULTON OWNER, LP
3715 NORTHSIDE PARKWAY BLDG. 400
SUITE 425
ATLANTA, GA 30327

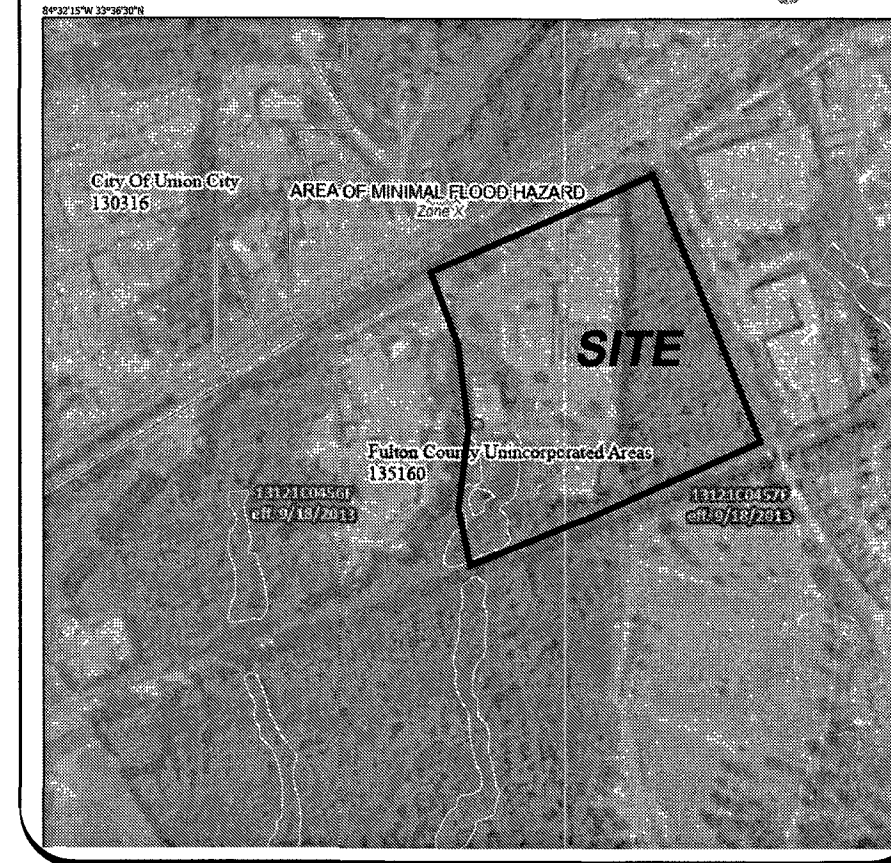
SURVEY CONTACT:

HARRIS GRAY, LLC
SHAWN GRAY
824 THIRD AVENUE
WEST POINT, GA 31833
(706) 645-5885

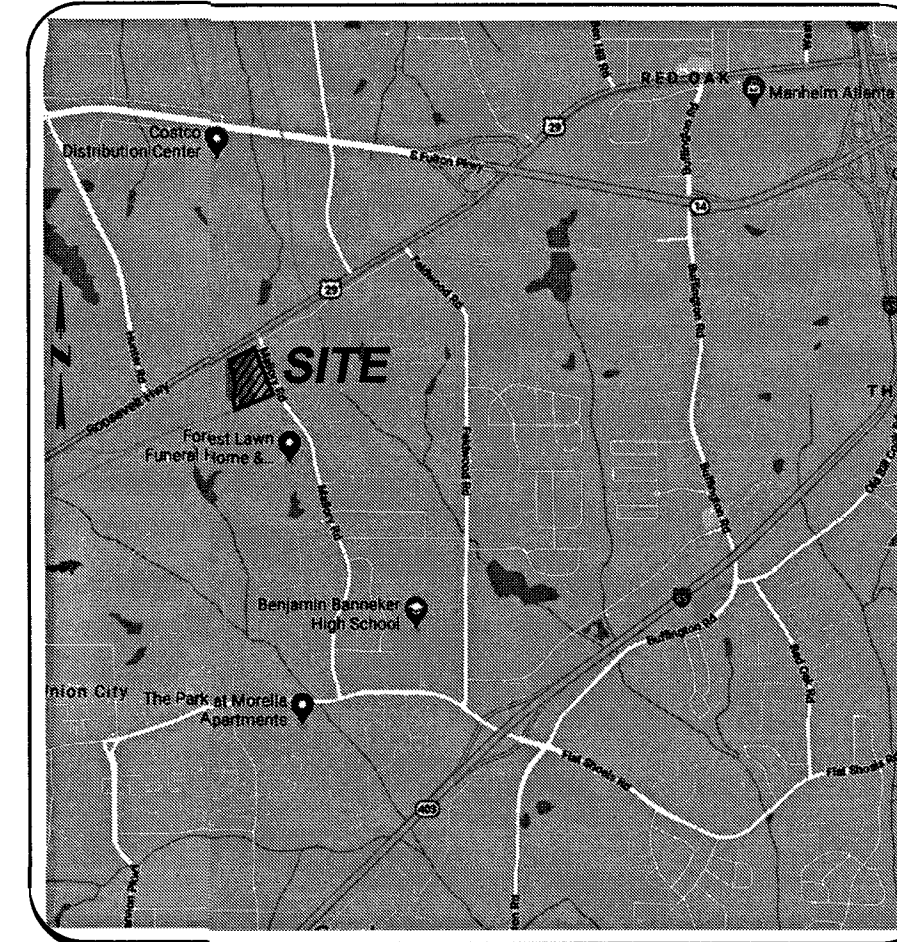
NO PORTION OF THIS PROPERTY LIES IN A SPECIAL
FLOOD HAZARD AREA (ZONE A OR AE) PER THE
FULTON COUNTY F.I.R.M. NO. 13121C0456F AND
13121C0456F, BOTH DATED SEPTEMBER 18, 2013.

PURPOSE OF THIS PLAT IS TO COMBINE
TAX PARCELS 09F260101070774 AND
09F260101070469 INTO ONE PARCEL.

National Flood Hazard Layer FIRMette



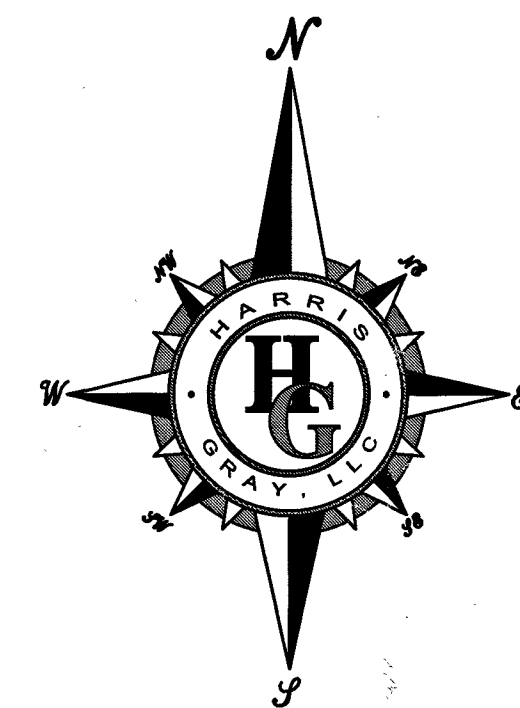
FLOOD MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

LEGEND

- IRON PIN SET - 1/2" REBAR
- IRON PIN FOUND - AS NOTED
- IRON PIN SET
- IRON PIN FOUND
- CONCRETE MONUMENT
- CALCULATED POINT
- CONCRETE MONUMENT FOUND
- CRIMP TOP PIPE
- OPEN TOP PIPE
- EXIST
- EXIST
- P.O.B. (123.45)
- RECORDED DISTANCE
- RIGHT OF WAY
- PROPERTY LINE
- CENTERLINE
- OVERHEAD ELECTRIC LINE
- POWER & TELEPHONE LINE
- UNDERGROUND FIBER OPTIC
- UNDERGROUND GAS
- CHAIN-LINK FENCE
- WOOD FENCE
- GUY POLE
- POWER POLE
- LIGHT POLE
- POWER METER
- WATER METER
- WATER VALVE
- MANHOLE
- DEED BOOK
- PAGE
- NORTH
- SOUTH
- EAST
- WEST
- NORTHWEST
- NORTHEAST
- SOUTHWEST
- SOUTHEAST
- DEGREES
- MINUTES IN A BEARING
- SECONDS IN A BEARING
- FEET IN A DISTANCE
- INCHES IN A DISTANCE
- GUY WIRE
- POWER POLE/UTILITY POLE
- LIGHT POLE
- STREET SIGN
- WATER VALVE
- FIRE HYDRANT
- POWER METER
- SANITARY MANHOLE



BASIS OF BEARING
GEORGIA STATE PLANE
COORDINATE SYSTEM
GRID NORTH - GA WEST ZONE

TOTAL AREA
1,030,719 SQ. FT.
23.662 ACRES

COVENANTS NOTE

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) AS RECORDED IN DEED BOOK NONE PAGE(S) ---, WHICH HEREBY BECOMES A PART OF THIS PLAT.

MINOR SUBDIVISION APPROVAL

THE DIRECTOR OF THE COMMUNITY DEVELOPMENT AND REGULATORY AFFAIRS DEPARTMENT OF THE CITY OF SOUTH FULTON, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE CITY OF SOUTH FULTON ZONING RESOLUTION, CONDITIONS OF ZONING, AND THE CITY OF SOUTH FULTON SUBDIVISION REGULATIONS AS AMENDED.

FOR THE DIRECTOR, COMMUNITY DEVELOPMENT SERVICES
DATE: 8/5/21

SURVEYOR'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS MINOR SUBDIVISION PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY, MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, OR ARE MARKED AS "FUTURE", AND THEIR LOCATION, SIZE, TYPE AND MATERIAL IS CORRECTLY SHOWN.

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

B SHAWN GRAY, GEORGIA PLS #2878
sgray@harris-gray.com
HARRIS GRAY LLC
https://harris-gray.com/
824 THIRD AVE, WEST POINT, GEORGIA 31833
CERTIFICATE OF AUTHORIZATION NO. LSF-001188

7-23-21
DATE

SURVEY REFERENCE

- ALTA SURVEY FOR J & E REAL ESTATE INVESTMENTS, PERFORMED BY SOUTHEASTERN ENGINEERING, INC., DATED SEPTEMBER 27, 2004, LAST REVISED FEBRUARY 28, 2005. JOB NO: 030-04-003.

SLOPE EASEMENT STATEMENT

THIS PLAT IS APPROVED WITH THE UNDERSTANDING THAT EASEMENT IS GRANTED THE CITY OF SOUTH FULTON ALONG ALL ROAD FRONTAGE FOR THE PURPOSE OF SLOPING CUTS AND FILLS AS FOLLOWS:

- 0 TO 5' - NOT LESS THAN 3 TO 1 SLOPE
- 5 TO 10' - NOT LESS THAN 2 TO 1 SLOPE

OWNER'S ACKNOWLEDGEMENT

STATE OF GEORGIA
CITY OF SOUTH FULTON, FULTON COUNTY

THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, DEDICATES TO THE PUBLIC FOR USE FOREVER THOSE WATER AND SEWER IMPROVEMENTS CONSTRUCTED IN ACCORDANCE WITH THIS PLAT THAT ARE SPECIFICALLY LABELED AS DEDICATED TO THE PUBLIC, AND DEDICATES TO THE CITY OF SOUTH FULTON, THE COMPLETE OWNERSHIP AND USE OF ALL PUBLIC STREETS AND DEDICATED RIGHT-OF-WAY SPECIFICALLY LABELED AS PUBLIC STREETS AND DEDICATED RIGHT-OF-WAY, AND DEDICATES TO THE USE OF THE PUBLIC FOREVER THE FOLLOWING:

PUBLIC STREETS 0 ACRES
PUBLIC SEWER EASEMENTS 0 ACRES
PUBLIC DRAINAGE EASEMENTS 0 ACRES
PUBLIC PARKS/OPEN SPACE 0 ACRES

USPF/SREP SOUTH FULTON OWNER LP
TYPED NAME OF SUBDIVIDER

K. C. C. L.
SIGNATURE OF SUBDIVIDER

07.26.21
DATE

USPF/SREP SOUTH FULTON OWNER LP
TYPED NAME OF OWNER OF RECORD

K. C. C. L.
SIGNATURE OF OWNER OF RECORD

07.26.21
DATE

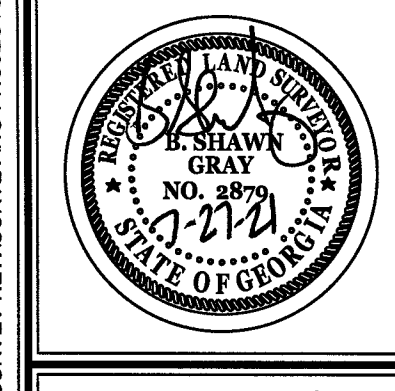
REVISIONS	DATE	BY	REVISIONS
REVISED PER COMMENTS	7/22/21	JRW	

HARRIS GRAY, LLC
ENGINEERS & SURVEYORS
CERTIFICATE OF AUTHORIZATION NO. LSF 001188
824 THIRD AVENUE, WEST POINT, GEORGIA 31833
PHONE: (706) 645-5885

COMBINATION PLAT FOR
SOUTH FULTON COMMERCE CENTER

DATE: 5/27/2021
DRAWN BY: JRW
CHKD BY: BSG
FIELD CREW: MRP/KMF
FILE NAME: STACKS COMBO PLAT
JOB NO: GA200278
DWG. SCALE: 1"=100'

THIS PLAT IS NOT VALID UNLESS IT BEARS THE
SIGNATURE OF THE SURVEYOR AND
ACROSS THE REGISTRANT'S SEAL.



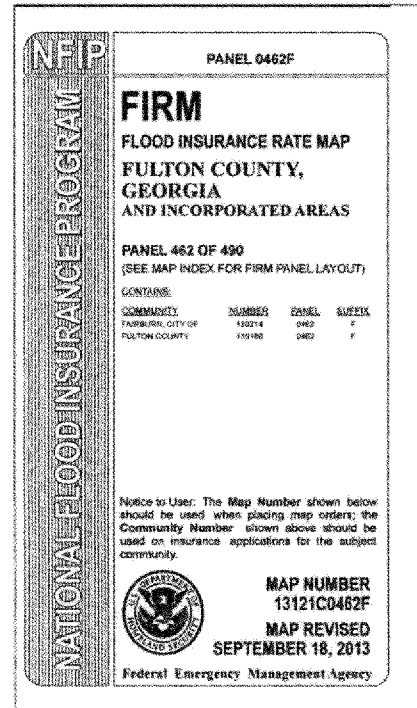
SHT. 1 OF 1

City of South Fulton Agenda Item Summary

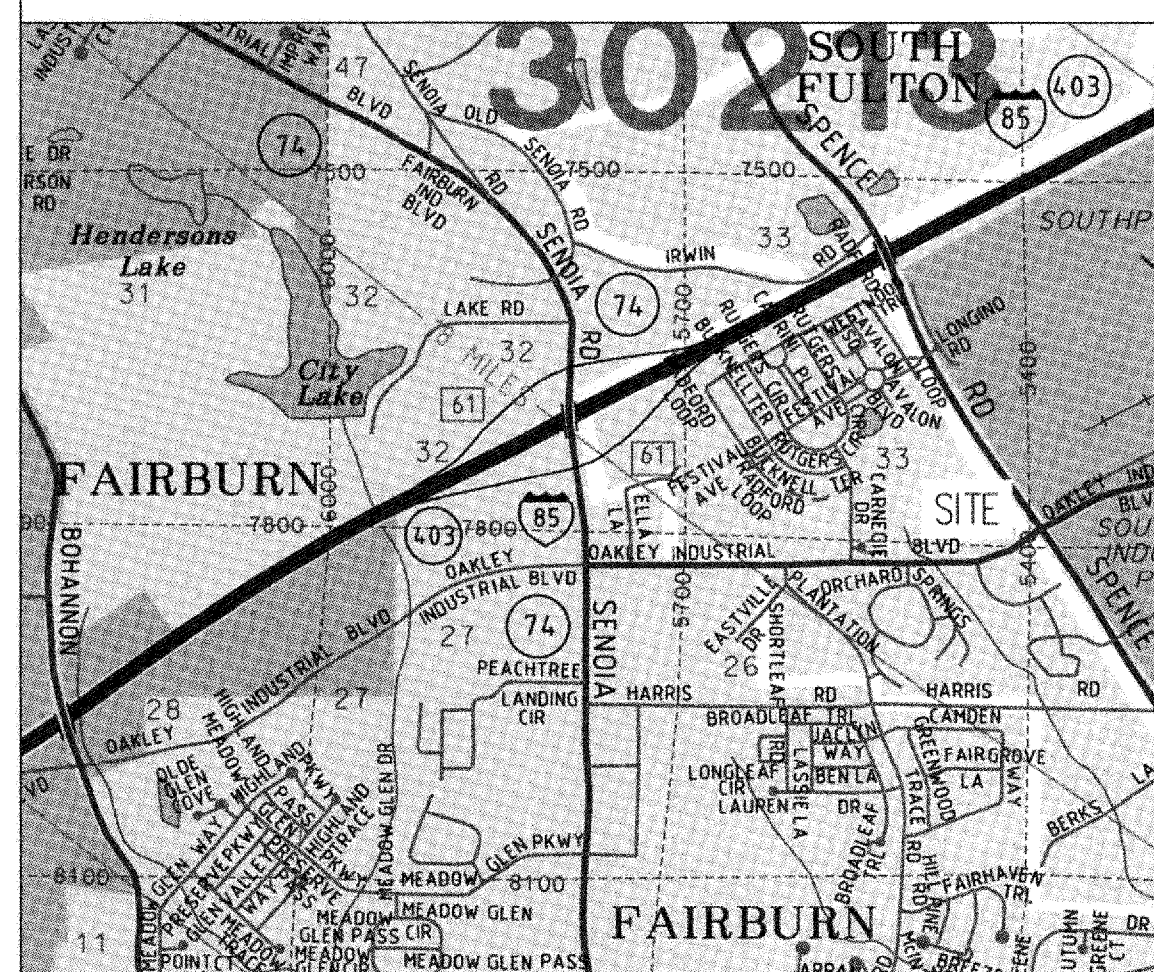


City Council Meeting Date 9/28/2021		
Requesting Department CDRA - Engineering and Land Development		Council District(s) Affected Council District 7
Requested Action Council to confirm the recorded plat for Renaissance at South Park - Phase 4A		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 4.2.2.E of the City's Municipal Codes calls for the City Council to confirm receipt of all recorded plats. All recorded plats have been received and logged by Fulton County Superior Court, at this time. Located in Council District #7, this 19.14-acre Plat has 181 lots for residential townhomes, 8.996 acres of Common Area and 5.16 acres of Public Roads. Upon completion this entire development will have 1,125 residential units.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) 4.2.2.E The final plat shall be considered approved at the time of the certification by the Director. Upon receipt of the recorded plat by the Department, the final plat shall be presented for confirmation to the City Council at the next regularly scheduled meeting. In residential and non-residential subdivisions, building permits shall not be issued for any approved minor or final plat until the approval of the Director and the receipt by the Department of the final recorded plat for subsequent confirmation by the City Council is complete.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval Digitally signed by Shayla Reed Date: 2021.03.11 12:02:40 -05'00' Shayla Reed		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval	City Manager Approval 

9-22-21



FEMA FLOOD MAP AND LOCATION MAP
ACCORDING TO THE F.I.R.M. OF FULTON COUNTY, PANEL NUMBER 13121C 0462F, DATED SEPTEMBER 18, 2013 THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA



LOCATION MAP SOURCE AERO ATLAS (NOT TO SCALE)

**FULTON COUNTY DEPARTMENT OF HEALTH AND WELLNESS
ENVIRONMENTAL HEALTH SERVICES**

This development is approved provided the following required improvements are in compliance with the Fulton County Code of Ordinances, Chapter 34, Article IV, DRINKING WATER and Article XI, SEWAGE DISPOSAL.

TYPE OF WATER SUPPLY DISPOSAL

☒ Public Water Supply Individual Meter(s)
☐ Public Water Supply Private Master Meter
☐ Individual Onsite Well Water Supply

TYPE OF SEWAGE

☒ Public Sanitary Sewage System
☐ Individual Onsite Sewage Management Systems

Date: 7/2/21
Fulton County Department of Health and Wellness

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

I CERTIFY THAT THIS DEVELOPMENT HAS COMPLIED WITH THE APPLICABLE SANITARY SEWER REQUIREMENTS OF FULTON COUNTY AS OF THE FOLLOWING DATE. ANY REVISIONS TO THIS DOCUMENT AFTER THE DATE BELOW THAT MAY AFFECT SEWER SYSTEMS PRESENTED HEREON SHALL VOID THIS APPROVAL.

APPROVED THIS 02 DAY OF September 2021
Adriana Buñales
SIGNATURE: [Signature] PRINTED NAME AND TITLE

CITY OF FAIRBURN UTILITIES DEPARTMENT APPROVAL

APPROVAL IN WRITING RECEIVED ON 10TH DAY OF JUNE 2021
VIA EMAIL DATED JUNE 10TH 2021

FINAL PLAT APPROVAL
THE DIRECTOR OF COMMUNITY AND REGULATORY AFFAIRS DEPARTMENT OF THE CITY OF SOUTH FULTON, CERTIFIES THAT THIS PLAT COMPLIES WITH THE CITY OF SOUTH FULTON ZONING RESOLUTION, CONDITIONS OF ZONING, AND THE CITY OF SOUTH FULTON SUBDIVISION REGULATIONS AS AMENDED.

FOR THE DIRECTOR, COMMUNITY AND REGULATORY AFFAIRS
DATE: 9/2/21

STATEMENT OF SLOPE EASEMENT
THIS PLAT IS APPROVED WITH THE UNDERSTANDING THAT EASEMENT IS GRANTED CITY OF SOUTH FULTON ALONG ALL ROAD FRONTAGE FOR THE PURPOSE OF SLOPING CUTS AND FILLS AS FOLLOWS:

0' TO 5' - NOT LESS THAN 3 TO 1 SLOPE
5' TO 10' - NOT LESS THAN 2 TO 1 SLOPE

AGREEMENTS AND COVENANTS
A DETENTION POND AGREEMENT RECORDED IN PLAT BOOK XXX, PAGES XXX-XXX, IN THE OFFICE OF THE CLERK OF COURTS, FULTON COUNTY, GA.

A FLOODPLAIN AGREEMENT RECORDED IN PLAT BOOK 40526, PAGES 491-492, AFORESAID RECORDS.

SUBDIVISION COVENANTS ARE RECORDED IN PLAT BOOK 40136, PAGES 580-629, AFORESAID RECORDS.

OWNER'S ACKNOWLEDGEMENT
(THIS MUST BE THE OWNER OF RECORD, SIGNED IN BLACK INK)

OWNER'S ACKNOWLEDGEMENT:
STATE OF GEORGIA
CITY OF SOUTH FULTON
(COUNTY OF FULTON)

THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSONS OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, DEDICATES TO THE PUBLIC FOR USE FOREVER THOSE WATER AND SEWER IMPROVEMENTS CONSTRUCTED IN ACCORDANCE WITH THIS PLAT THAT ARE SPECIFICALLY LABELED AS DEDICATED TO THE PUBLIC, AND DEDICATES TO THE CITY OF SOUTH FULTON THE COMPLETE OWNERSHIP AND USE OF ALL PUBLIC STREETS AND DEDICATED RIGHT-OF-WAY SPECIFICALLY LABELED AS PUBLIC STREETS AND DEDICATED RIGHT-OF-WAY, AND DEDICATES TO THE USE OF THE PUBLIC FOREVER THE FOLLOWING:

PUBLIC STREETS 5.16 ACRES
PUBLIC SEWER EASEMENTS 0.00 ACRES
PUBLIC DRAINAGE EASEMENTS 0.00 ACRES
PUBLIC PARKS/OPEN SPACE 0.00 ACRES

ROCKLYN HOMES
TYPED NAME OF SUBDIVIDER
ROCKLYN HOMES
TYPED NAME OF OWNER OF RECORD

SIGNATURE OF SUBDIVIDER: [Signature]
DATE: 7-15-2021
SIGNATURE OF OWNER OF RECORD: [Signature]
DATE: 7-15-2021

ALL OWNERS MUST SIGN THE ORIGINAL DOCUMENT IN A PERMANENT TYPE BLACK INK PRIOR TO

SUBMITTAL. (BALLPOINT AND FELT PENS ARE NOT ACCEPTABLE)

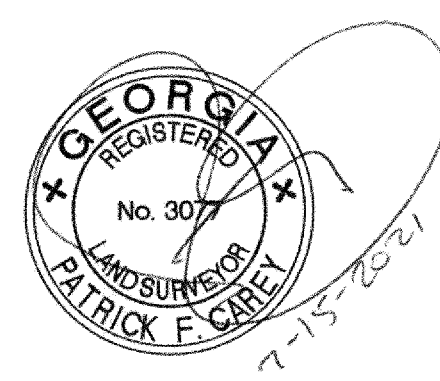
FLOOD HAZARD
THE INTERMEDIATE REGIONAL FLOOD (I.R.F.) AREAS SHOWN HERON WERE DETERMINED BY THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED HERETO. CITY OF SOUTH FULTON DOES NOT, BY APPROVING THIS PLAT, WARRANT THEIR ACCURACY, NOT IMPLY THAT LAND OUTSIDE THE AREAS OF FLOOD HAZARD SHOWN, WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. FURTHER, CITY OF SOUTH FULTON DOES NOT BY APPROVING THIS PLAT NOR ACCEPTING THE PUBLIC IMPROVEMENTS THEREIN, ASSUME MAINTENANCE OF THE FLOOD CARRYING CAPACITY OF THE FLOOD AREAS OR WATERCOURSES. MAINTENANCE SHALL REMAIN THE RESPONSIBILITY OF THE OWNER/S OF THE LAND UPON WHICH THEY EXIST. THE OWNER OF A LOT OR PARCEL, THAT CONTAINS A FLOOD HAZARD AREA, IS REQUIRED TO SUBMIT A SITE PLAN TO CITY OF SOUTH FULTON, PRIOR TO THE INITIATION OF ANY IMPROVEMENTS TO THE LOT OR PARCEL. THE SITE PLAN SHALL INCLUDE THE LOCATION AND ELEVATION OF THE I.R.F. WITHIN THE LOT OR PARCEL AND THE EXISTING AND PROPOSED IMPROVEMENTS. APPROVAL OF THE SITE PLAN BY THE CITY OF SOUTH FULTON IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

DRAINAGE
THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST, SPECIFICALLY RELEASES THE CITY OF SOUTH FULTON FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS OR DRAINAGE FEATURES. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THESE REGULATIONS AND THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS. SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING AND THE LIKE, NECESSARY TO REMEDY A CONDITION, WHICH IN THE JUDGMENT OF STAFF AND DIRECTOR, IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY, OR THE PUBLIC ROAD OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE, CONDUCTED FOR THE COMMON GOOD, SHALL NOT BE CONSTRUED AS CONSTITUTING A CONTINUING MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF SOUTH FULTON NOR ABROGATION OF FULTON COUNTY'S RIGHT TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNER(S) OF THE PROPERTY(IES) OR THE LANDS THAT GENERATED THE CONDITIONS.

SURVEYOR'S ACKNOWLEDGEMENT
IT IS CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

PATRICK F. CAREY R.L.S. #3077
DATE: 7-15-2021

KEYSTONE LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700



As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements heron. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

R	N	D	C	B
1	6-24-21	COMMENTS	BY	PC
2		COMMENTS		
3				
4				
5				
6				
7				
8				

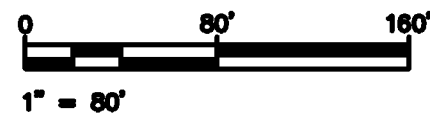
Final Plat For Renaissance at South Park PHASE 4A Lands Lot 33 & 26 9F District City of South Fulton, Fulton County Georgia

OWNER / BUILDER
ROCKLYN HOMES
3505 KOGER BLVD. SUITE 275
DULUTH, GA 30096
24 HOUR CONTACT
TIM JENKINS 770-424-6723

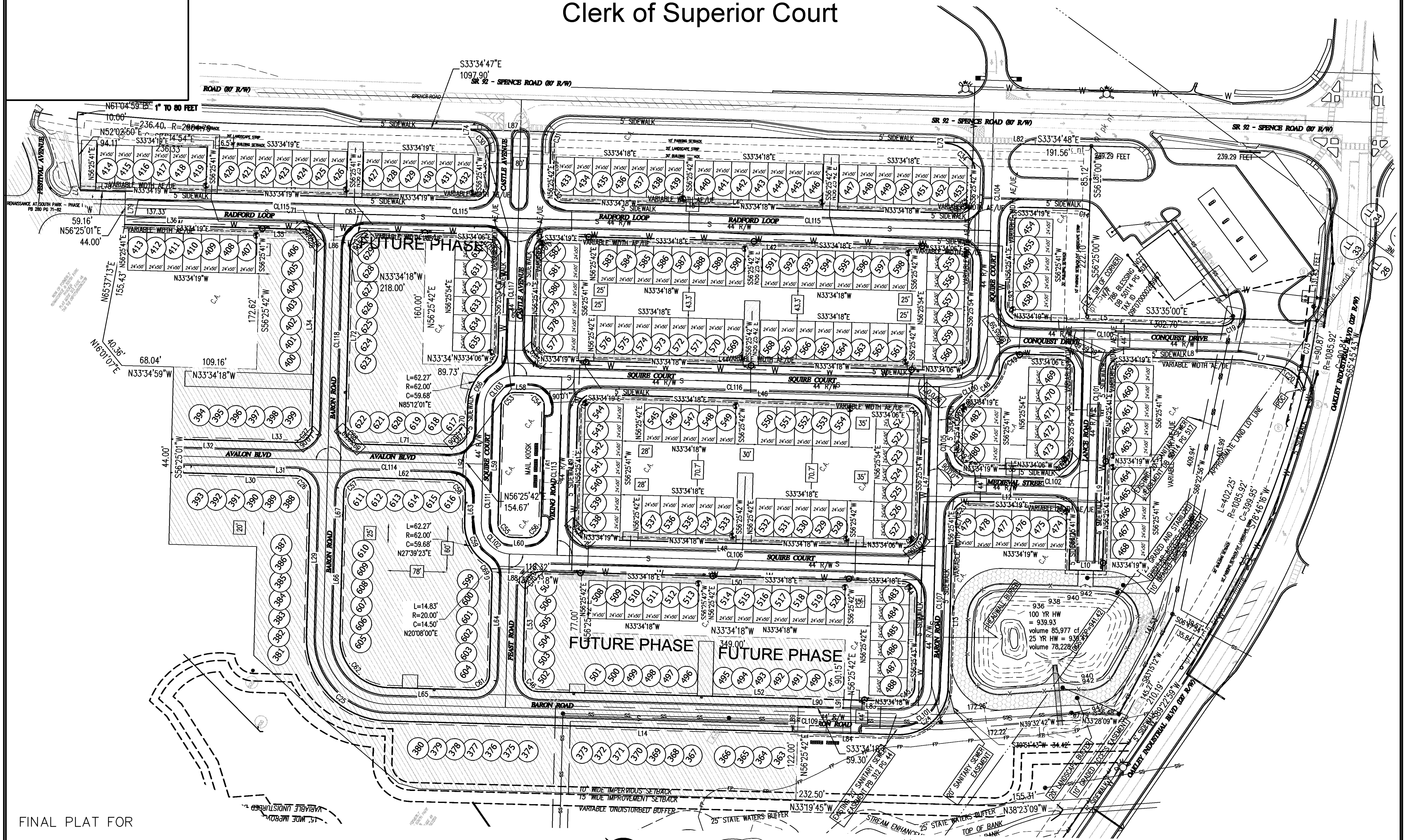
ZONED: MIXED USE Z-2002 0124

MINIMUM SETBACKS
FRONT: 30'
SIDE CORNER: 30'
SIDE: 15'
REAR: 20'
PARKING = 10'

INTERIOR SETBACKS TOWNHOMES
FRONT TO FRONT: 50'
FRONT TO REAR: 50'
SIDE TO SIDE: 14'
REAR TO REAR: 35'
REAR TO SIDE: 15'
FRONT TO SIDE: 25'



Plat Book 443 Page 15
CATHELENE ROBINSON
Clerk of Superior Court



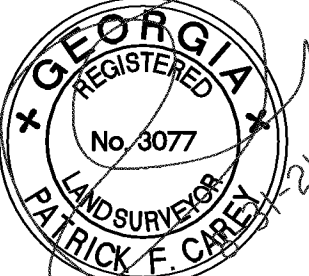
FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK
PHASE 4A

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: MARCH 30, 2021

SHEET 10 OF 10


KEYSTONE
LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700


PATRICK F. CAREY, GA R.L.S. #3077

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

REV	NO.	DATE	COMMENTS	BY
1				
2				
3				
4				
5				
6				
7				
8				

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/28/2021		
Requesting Department CDRA - Engineering and Land Development		Council District(s) Affected Council District 4
Requested Action Council to confirm the recorded plat for Oakhurst Glen - Phase 2		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 4.2.2.E of the City's Municipal Codes calls for the City Council to confirm receipt of all recorded plats. All recorded plats have been received and logged by Fulton County Superior Court, at this time. Located in Council District #4, this 29.81-acre Plat has 101 lots of residential homes, with 3.32 acres of Common Area and 5.07 acres of Public Roads, plus 3.32 acres of Public Open Space. Upon completion this entire development will have no more than 806 single family homes.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) 4.2.2.E The final plat shall be considered approved at the time of the certification by the Director. Upon receipt of the recorded plat by the Department, the final plat shall be presented for confirmation to the City Council at the next regularly scheduled meeting. In residential and non-residential subdivisions, building permits shall not be issued for any approved minor or final plat until the approval of the Director and the receipt by the Department of the final recorded plat for subsequent confirmation by the City Council is complete.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval Digitally signed by Shayla Reed Date: 2021.03.11 12:02:40 -05'00' Shayla Reed		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval 

9-22-21

Plat Book 443 Page 18

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT.

SYMBOL LEGEND

- CORNER MONUMENT SET (SEE NOTE 7)
- IRON PIN FOUND (TYPE NOTED)
- MONUMENT FOUND
- MONUMENT SET
- △ INTERSECTION POINT
- △ SINGLE WING CATCH BASIN
- △ DOUBLE WING CATCH BASIN
- ▽ FLARED END SECTION
- ▽ DROP INLET
- ▽ HEADWALL
- ▽ CURB INLET
- ▽ STORM MANHOLE
- ▽ STORM JUNCTION BOX
- ▽ PEDESTAL INLET
- ▽ FIRE HYDRANT
- ▽ WATER VALVE
- ▽ WATER METER
- ▽ SANITARY SEWER LATERAL
- ▽ SANITARY SEWER MANHOLE
- ▽ STREET SIGN
- CI CURB INLET
- DI DROP INLET
- MH MANHOLE
- IE INVERT ELEVATION
- XXX STREET ADDRESS
- XXXX LOT NUMBER
- RBF REBAR FOUND
- OTPF OPEN TOP PIPE FOUND
- T.B.M. TEMPORARY BENCH MARK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- RW RIGHT-OF-WAY
- BROKEN LINE (NOT TO SCALE)
- END NOT LOCATED
- C&G CURB AND GUTTER
- CMP CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- DIP DUCTILE IRON PIPE
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- M.F.F.E. MINIMUM FLOOR ELEVATION
- OCS OUTLET CONTROL STRUCTURE
- BSL BUILDING SETBACK LINE
- N/F NOW OR FORMERLY
- PDP PER DESIGN PLANS
- DE DRAINAGE EASEMENT
- SSE SANITARY SEWER EASEMENT
- TW TOP OF WALL
- BW BOTTOM OF WALL
- BC/BC BACK OF CURB TO BACK OF CURB
- DE DRAINAGE EASEMENT
- BFE BASE FLOOD ELEVATION
- TBM TEMPORARY BENCHMARK

AS SURVEYOR FOR
LECRAW ENGINEERING, INC.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°52'19" E	33.37'
L2	S 42°19'38" W	16.40'
L3	N 42°19'38" W	18.20'
L4	N 42°19'38" W	34.60'
L5	N 42°19'38" W	16.40'
L6	S 42°19'38" E	26.43'
L7	S 47°40'22" W	10.00'
L8	S 29°55'17" E	45.50'
L9	S 29°55'17" E	74.75'
L10	S 29°55'17" E	46.85'
L11	S 29°55'17" E	28.73'
L12	S 29°55'17" E	68.37'
L13	S 29°55'17" E	70.00'
L14	S 54°36'23" E	40.60'
L15	N 54°36'23" W	35.87'
L16	N 54°36'23" W	24.19'
L17	N 67°45'10" W	63.46'
L18	N 67°45'10" W	74.36'
L19	N 67°45'10" W	70.03'
L20	N 67°45'10" W	10.92'
L21	N 53°42'51" W	61.73'
L22	N 53°42'51" W	54.59'
L23	N 53°42'51" W	62.64'
L24	N 15°44'29" W	63.60'
L25	N 15°44'29" W	58.29'
L26	N 03°38'03" W	57.39'
L27	N 03°38'03" W	62.56'
L28	N 03°38'03" W	70.24'
L29	N 03°38'03" W	70.24'
L30	N 03°38'03" W	70.24'
L31	N 03°38'03" W	18.67'
L32	N 26°53'21" E	39.34'
L33	N 54°36'23" W	60.06'
L34	N 67°45'10" W	70.03'
L35	N 67°45'10" W	70.03'
L36	N 67°45'10" W	70.71'
L37	N 53°42'51" W	74.52'
L38	N 53°42'51" W	104.44'
L39	N 15°44'29" W	29.70'
L40	N 15°44'29" W	92.19'
L41	N 03°38'03" W	8.12'
L42	N 03°38'03" W	90.78'
L43	N 03°38'03" W	70.30'
L44	N 03°38'03" W	70.30'
L45	N 03°38'03" W	70.30'
L46	N 03°38'03" W	39.52'
L47	N 29°45'15" W	27.37'
L48	N 51°45'03" W	10.00'
L49	S 51°45'03" E	19.78'

CENTERLINE LINE TABLE		
LINE	BEARING	DISTANCE
CL1	N 42°19'38" W	592.91'
CL2	N 47°40'22" E	37.94'
CL3	N 29°45'15" W	105.18'
CL4	N 69°28'29" W	148.55'
CL5	S 44°51'56" W	170.00'
CL6	N 01°04'24" E	153.21'
CL7	N 51°08'11" E	14.55'
CL8	N 51°08'11" E	209.20'
CL9	N 38°51'49" W	201.54'
CL10	N 38°51'49" W	1.69'
CL11	N 66°19'42" W	99.30'
CL13	N 01°44'14" E	177.96'
CL14	N 68°28'29" W	213.47'
CL15	N 06°08'11" E	41.42'
CL16	N 51°45'03" W	10.00'
CL17	N 27°48'18" E	44.55'
CL18	N 02°24'50" W	33.72'

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

James A. Cannington
JAMES A. CANNINGTON
09/03/2021

DATE:
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

* THIS SURVEY WAS SIGNED AND RELEASED BY THE SURVEYOR PRIOR TO FINAL APPROVALS.

LOT #	SQUARE FEET	ACRES	CLOSURE
LOT 78	8,833 SQ.FT.	0.203 AC.	1:83,074
LOT 79	8,456 SQ.FT.	0.194 AC.	1:88,056
LOT 80	8,045 SQ.FT.	0.185 AC.	1:38,529
LOT 81	8,048 SQ.FT.	0.185 AC.	1:851,522
LOT 82	8,052 SQ.FT.	0.185 AC.	1:851,763
LOT 83	8,055 SQ.FT.	0.185 AC.	1:851,984
LOT 84	8,059 SQ.FT.	0.185 AC.	1:852,215
LOT 85	8,062 SQ.FT.	0.185 AC.	1:852,446
LOT 86	8,066 SQ.FT.	0.185 AC.	1:852,677
LOT 87	15,089 SQ.FT.	0.346 AC.	1:80,766
LOT 88	13,305 SQ.FT.	0.305 AC.	1:245,556
LOT 89	10,741 SQ.FT.	0.247 AC.	1:128,945
LOT 90	9,053 SQ.FT.	0.208 AC.	1:94,407
LOT 91	8,347 SQ.FT.	0.192 AC.	1:148,483
LOT 92	9,625 SQ.FT.	0.221 AC.	1:147,143
LOT 93	8,403 SQ.FT.	0.193 AC.	1:99,654
LOT 94	8,050 SQ.FT.	0.185 AC.	PERFECT
LOT 95	8,050 SQ.FT.	0.185 AC.	PERFECT
LOT 96	8,050 SQ.FT.	0.185 AC.	PERFECT
LOT 97	8,050 SQ.FT.	0.185 AC.	PERFECT
LOT 98	9,398 SQ.FT.	0.216 AC.	PERFECT
LOT 99	8,287 SQ.FT.	0.190 AC.	1:66,012
LOT 100	8,503 SQ.FT.	0.195 AC.	1:75,373
LOT 101	9,164 SQ.FT.	0.210 AC.	1:154,322
LOT 102	8,682 SQ.FT.	0.199 AC.	1:52,330
LOT 103	8,033 SQ.FT.	0.184 AC.	1:155,756
LOT 104	8,494 SQ.FT.	0.195 AC.	1:76,361
LOT 105	8,024 SQ.FT.	0.184 AC.	1:54,598
LOT 106	8,732 SQ.FT.	0.200 AC.	1:31,698
LOT 107	9,972 SQ.FT.	0.229 AC.	1:50,870
LOT 108	14,361 SQ.FT.	0.330 AC.	1:54,343
LOT 109	8,226 SQ.FT.	0.189 AC.	1:80,793
LOT 110	8,906 SQ.FT.	0.204 AC.	1:117,845
LOT 111	10,214 SQ.FT.	0.234 AC.	1:49,133
LOT 112	9,402 SQ.FT.	0.216 AC.	1:47,734
LOT 113	9,676 SQ.FT.	0.222 AC.	1:47,280
LOT 114	9,258 SQ.FT.	0.213 AC.	1:89,378
LOT 115	9,751 SQ.FT.	0.224 AC.	1:81,069
LOT 116	8,813 SQ.FT.	0.202 AC.	1:77,391
LOT 117	8,069 SQ.FT.	0.185 AC.	1:38,529
LOT 118	8,072 SQ.FT.	0.185 AC.	1:406,113
LOT 119	8,088 SQ.FT.	0.186 AC.	1:40,365
LOT 120	10,748 SQ.FT.	0.247 AC.	1:58,961
LOT 121	11,624 SQ.FT.	0.267 AC.	1:45,058
LOT 122	13,839 SQ.FT.	0.318 AC.	1:754,311
LOT 123	9,528 SQ.FT.	0.219 AC.	1:71,428
LOT 124	8,056 SQ.FT.	0.185 AC.	1:100,192
LOT 125	8,054 SQ.FT.	0.185 AC.	1:52,462
LOT 126	9,347 SQ.FT.	0.216 AC.	1:72,100
LOT 127	8,537 SQ.FT.	0.196 AC.	1:53,246
LOT 128	10,194 SQ.FT.	0.234 AC.	1:71,999
LOT 129	7,740 SQ.FT.	0.178 AC.	1:58,457
LOT 130	8,091 SQ.FT.	0.186 AC.	1:110,190
LOT 131	7,162 SQ.FT.	0.164 AC.	1:77,227
LOT 132	9,690 SQ.FT.	0.222 AC.	1:135,508
LOT 133	7,946 SQ.FT.	0.182 AC.	1:69,316
LOT 134	6,690 SQ.FT.	0.154 AC.	1:313,199
LOT 135	9,607 SQ.FT.	0.221 AC.	1:165,718
LOT 136	8,929 SQ.FT.	0.205 AC.	1:131,309
LOT 137	8,050 SQ.FT.	0.185 AC.	PERFECT
LOT 138	8,105 SQ.FT.	0.186 AC.	1:56,813
LOT 139	10,956 SQ.FT.	0.252 AC.	1:51,056
LOT 140	10,529 SQ.FT.	0.242 AC.	1:49,495
LOT 141	8,030 SQ.FT.	0.184 AC.	1:46,371
LOT 142	8,040 SQ.FT.	0.185 AC.	1:181,144
LOT 143	11,931 SQ.FT.	0.274 AC.	1:78,997
LOT 144	11,452 SQ.FT.	0.263 AC.	1:64,242
LOT 145	8,646 SQ.FT.	0.198 AC.	1:49,779
LOT 146	8,819 SQ.FT.	0.202 AC.	1:64,938
LOT 147	10,484 SQ.FT.	0.241 AC.	1:95,936
LOT 148	9,586 SQ.FT.	0.220 AC.	1:53,015
LOT 149	8,345 SQ.FT.	0.192 AC.	1:81,728
LOT 150	8,198 SQ.FT.	0.188 AC.	1:63,526
LOT 151	8,572 SQ.FT.	0.197 AC.	1:64,856
LOT 152	9,631 SQ.FT.	0.221 AC.	1:81,517
LOT 153	10,837 SQ.FT.	0.249 AC.	1:49,489
LOT 154	10,614 SQ.FT.	0.244 AC.	1:148,091
LOT 155	9,715 SQ.FT.	0.223 AC.	1:44,171
LOT 156	9,224 SQ.FT.	0.212 AC.	1:135,037
LOT 157	9,680 SQ.FT.	0.222 AC.	1:139,397
LOT 158	10,047 SQ.FT.	0.231 AC.	1:39,889
LOT 159	11,497 SQ.FT.	0.264 AC.	1:286,287
LOT 160	8,613 SQ.FT.	0.198 AC.	1:40,251
LOT 161	8,961 SQ.FT.	0.206 AC.	1:94,337
LOT 162	8,956 SQ.FT.	0.206 AC.	1:138,599
LOT 163	9,773 SQ.FT.	0.224 AC.	1:143,375
LOT 164	10,187 SQ.FT.	0.234 AC.	1:68,777
LOT 165	10,769 SQ.FT.	0.247 AC.	1:161,206
LOT 166	10,835 SQ.FT.	0.249 AC.	1:121,269
LOT 167	10,505 SQ.FT.	0.241 AC.	1:45,924
LOT 168	9,819 SQ.FT.	0.225 AC.	1:248,230
LOT 169	9,609 SQ.FT.	0.221 AC.	1:77,267
LOT 170	10,013 SQ.FT.	0.230 AC.	1:101,453
LOT 171	8,648 SQ.FT.	0.199 AC.	1:52,923
LOT 172	8,044 SQ.FT.	0.185 AC.	1:79,871
LOT 173	8,091 SQ.FT.	0.186 AC.	1:47,637
LOT 174	8,750 SQ.FT.	0.201 AC.	1:170,426
LOT 175	9,162 SQ.FT.	0.210 AC.	1:73,555
LOT 176	8,702 SQ.FT.	0.200 AC.	1:582,200
LOT 177	8,010 SQ.FT.	0.184 AC.	1:57,786
LOT 178	8,031 SQ.FT.	0.184 AC.	1:91,263
COMMON AREA	144,533 SQ.FT.	3.318 AC.	1:326,483
RIGHT-OF-WAY	181,034 SQ.FT.	4.156 AC.	1:173,698
R/W SLY FOX RUN	39,930 SQ.FT.	0.917 AC.	1:193,319
TOTAL	1,307,678 SQ.FT.	30.020 AC.	1:1,797,744

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	285.46'	63.00'	N 89°59'12" E	96.79'
C2	49.84'	63.00'	N 17°09'24" W	48.55'
C3	48.63'	63.00'	N 27°37'13" E	47.43'
C4	54.12'	63.00'	N 74°20'33" E	52.47'
C5	58.64'	63.00'	S 54°22'46" E	56.55'
C6	74.23'	63.00'	S 06°02'29" W	70.01'
C7	35.83'	25.00'	S 01°15'54" E	32.84'
C8	30.82'	175.00'	N 37°16'56" W	30.78'
C9	190.64'	275.00'	N 49°36'52" W	186.85'
C10	40.50'	275.00'	N 33°58'24" W	40.46'
C11	105.74'	275.00'	N 49°12'28" W	105.09'
C12	44.40'	275.00'	N 64°50'56" W	44.36'
C13	159.78'	475.00'	N 59°50'17" W	159.03'
C14	32.77'	475.00'	N 67°29'53" W	32.77'
C15	67.38'	475.00'	N 61°27'27" W	67.33'
C16	59.63'	475.00'	N 53°47'51" W	59.59'
C17	29.65'	20.00'	S 87°19'56" W	27.01'
C18	19.96'	20.00'	S 16°16'53" W	19.14'
C19	323.64'	63.00'	N 45°08'04" W	68.31'
C20	13.78'	63.00'	S 06°02'07" E	13.76'
C21	65.83'	63.00'	S 30°09'57" W	62.87'
C22	51.28'	63.00'	S 83°25'05" W	49.88'
C23	51.28'	63.00'	N 49°56'39" W	49.88'
C24	51.28'	63.00'	N 03°18'23" W	49.88'
C25	63.71'	63.00'	N 48°59'02" E	61.03'
C26	26.48'	63.00'	N 89°59'41" E	26.28'
C27	19.96'	20.00'	N 73°27'00" E	19.14'
C28	29.54'	20.00'	N 02°32'53" E	26.93'
C29	338.60'	475.00'	N 19°20'53" W	331.48'
C30	53.88'	475.00'	N 36°31'11" W	53.85'
C31	66.64'	475.00'	N 29°15'03" W	66.59'
C32	67.22'	475.00'	N 21°10'40" W	67.16'
C33	66.82'	475.00'	N 13°05'38" W	66.76'
C34	65.99'	475.00'	N 05°05'04" W	65.93'
C35	18.06'	475.00'	N 00°00'56" W	18.06'
C36	338.91'	425.00'	N 23°55'06" E	330.00'
C37	39.79'	425.00'	N 03°45'21" E	39.78'
C38	73.12'	425.00'	N 11°22'00" E	73.03'
C39	66.72'	425.00'	N 20°47'33" E	66.65'
C40	66.72'	425.00'	N 29°47'12" E	66.65'
C41	92.57'	425.00'	N 40°31'25" E	92.39'
C42	33.20'	20.00'	N 00°47'31" W	29.52'
C43	86.30'	275.00'	N 57°20'16" W	85.95'
C44	81.15'	275.00'	N 56°48'03" W	80.85'
C45	5.15'	275.00'	N 65°47'29" W	5.15'
C46	108.13'	425.00'	N 59°02'23" W	107.84'
C47	23.20'	425.00'	N 64°45'53" W	23.20'
C48	84.93'	425.00'	N 57°28'33" W	84.79'
C50	22.31'	20.00'	S 34°22'16" E	21.17'
C51	114.88'	325.00'	S 56°12'07" E	114.28'
C52	51.83'	325.00'	S 61°45'36" E	51.77'
C53	63.05'	325.00'	S 61°38'01" E	62.96'
C54	28.90'	20.00'	S 67°28'10" E	26.45'
C55	17.14'	17.00'	N 21°15'41" E	17.14'
C56	227.24'	63.00'	S 83°51'49" E	122.50'
C58	70.04'	63.00'	N 25°28'15" E	66.49'
C59	36.59'	63.00'	N 73°57'43" E	36.08'
C60	46.98'	63.00'	S 68°02'08" E	45.90'
C61	54.97'	63.00'	S 21°40'32" E	53.25'
C62	17.75'	63.00'	S 11°23'44" W	17.69'
C63	17.31'	17.00'	S 09°41'51" E	16.57'
C64	117.80'	75.00'	N 83°51'58" W	106.06'
C65	31.42'	20.00'	S 06°08'11" W	28.28'
C66	159.24'	225.00'	S 18°35'17" E	155.94'
C67	42.09'	225.00'	S 33°30'14" E	42.03'
C68	75.01'	225.00'	N 18°35'38" E	74.66'
C69	42.14'	225.00'	S 03°40'41" E	42.08'
C70	217.35'	175.00'	S 33°53'37" E	203.65'
C71	118.73'	175.00'	S 17°45'00" E	116.47'
C72	98.62'	175.00'	S 53°19'51" E	97.32'
C73	20.81'	225.00'	S 66°49'29" E	20.81'
C74	26.84'	175.00'	N 60°16'26" E	26.81'
C75	14.68'	175.00'	N 67°04'16" W	14.68'
C76	41.52'	175.00'	N 63°40'09" W	41.42'
C77	270.55'	225.00'	S 33°53'37" W	271.83'
C78	44.62'	225.00'	N 63°47'37" W	44.44'
C79	60.35'	225.00'	N 50°25'45" W	60.17'
C80	62.37'	225.00'	N 34°48'16" W	62.17'
C81	62.65'	225.00'	N 18°53'11" W	62.45'
C82	49.47'	225.00'	N 04°36'40" W	49.37'
C83	123.85'	175.00'	N 18°35'17" W	121.29'
C84	45.84'	175.00'	N 05°48'59" W	45.71'
C85	78.02'	175.00'	N 26°05'31" W	77.37'
C86	33.13'	20.00'	N 86°19'24" W	29.47'
C87	295.46'	375.00'	S 23°38'42" W	287.88'
C88	82.05'	375.00'	S 39°56'54" W	81.89'
C89	113.29'	375.00'	S 25°01'30" W	112.86'
C90	71.16'	375.00'	S 10°56'03" W	71.05'
C91	28.96'	375.00'	S 03°17'09" W	28.95'
C92	523.30'	425.00'	S 34°12'02" E	490.86'
C93	38.00'	425.00'	S 01°29'18" E	37.99'
C94	86.65'	425.00'	S 09°53'27" E	86.50'
C95	86.54'	425.00'	S 23°33'56" E	86.50'
C96	96.70'	425.00'	S 31°34'36" E	96.45'
C97	42.89'	425.00'	S 44°48'19" E	87.84'
C98	97.22'	425.00'	S 57°24'34" E	97.01'
C99	40.88'	425.00'	S 66°43'07" E	40.87'
C100	225.31'	325.00'	S 49°36'52" E	220.82'
C101	20.00'	325.00'	S 67°42'42" E	20.00'
C102	63.92'	325.00'	S 60°18'52" E	63.82'
C103	63.97'	325.00'	S 49°02'29" E	63.86'
C104	62.96'	325.00'	S 37°51'11" E	62.86'
C105	14.46'	325.00'	S 31°01'43" E	14.46'

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THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT.

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JAMES A. CANNINGTON
09/03/2021
DATE:
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

* THIS SURVEY WAS SIGNED AND RELEASED BY THE SURVEYOR PRIOR TO FINAL APPROVALS.



AS SURVEYOR FOR
LECRAW ENGINEERING, INC.

PETITION No. 2003Z-0020 SFC
2003VC-0034 SFC

RECOMMENDED CONDITIONS

Staff recommends APPROVAL CONDITIONAL of the MIX (Mixed Use) district subject to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the Board of Commissioners.

- To the owner's agreement to restrict the use of the subject property as follows:
 - Retail, service commercial and/or office and accessory uses, including all exterior food and beverage service areas, at a maximum density of 250.05 gross square feet per acre zoned or a total of 120,000-80,000 square feet, whichever is less, but excluding convenience stores with gas pumps, freestanding fast food restaurants and commercial amusements*. No single building shall exceed a maximum of 28,000 square feet.
 - No more than 806 single family dwelling units and accessory uses and structures, at a maximum density of 1,680 dwelling units per acre, whichever is less, based on the total acreage zoned*.
 - The minimum heated floor area per dwelling unit shall be 1,800 square feet for Pod A; 1,750 square feet for Pod B; and 2,000 square feet for Pod C and D.
- To the owner's agreement to abide by the following:
 - To the site plan received by the Department of Environment and Community Development on October 23, 2003*. Said site plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.
 - To comply with the Subdivision Regulations 2003, Fulton County, Georgia.
 - All recreational and common areas which may be held in common shall be accessible via dedicated roadways, easements, sidewalks, trails, etc. and shall be maintained by a mandatory homeowners association, whose proposed documents of incorporation shall be submitted to the Director of the Department of Environment and Community Development for review and approval prior to the recording of the first final plat.

NAME: P:\Plan\Analysis\Parcel\Case\plan\003Z-0020-0034
PROJECT: 2003Z-0020 SFC
2003VC-0034 SFC
BDC Meeting: 11/05/03
*Based on a revised Site Plan & Letter of Intent received October 23, 2003.
WRAP-UP 4.1

NAME: P:\Plan\Analysis\Parcel\Case\plan\003Z-0020-0034
PROJECT: 2003Z-0020 SFC
2003VC-0034 SFC
BDC Meeting: 11/05/03
*Based on a revised Site Plan & Letter of Intent received October 23, 2003.
WRAP-UP 4.2

NAME: P:\Plan\Analysis\Parcel\Case\plan\003Z-0020-0034
PROJECT: 2003Z-0020 SFC
2003VC-0034 SFC
BDC Meeting: 11/05/03
*Based on a revised Site Plan & Letter of Intent received October 23, 2003.
WRAP-UP 4.3

NAME: P:\Plan\Analysis\Parcel\Case\plan\003Z-0020-0034
PROJECT: 2003Z-0020 SFC
2003VC-0034 SFC
BDC Meeting: 11/05/03
*Based on a revised Site Plan & Letter of Intent received October 23, 2003.
WRAP-UP 4.4

- Two (2) egress lanes out of the site (one left-turn lane and one right-turn lane).
- Provide the following intersection improvements at Campbellton Fairburn Road and Demorey Road:
 - Construct a southbound right-turn lane along Demorey Road, making the other lane a dedicated left-turn lane;
 - Construct an eastbound left-turn lane along Campbellton Fairburn Road.
- Provide a traffic impact mitigation plan to reduce the number of vehicular trips generated by the development to the Fulton County Traffic Engineer at the concept review phase.

- To the owner's agreement to abide by the following:
 - Prior to submitting the application for a Land Disturbance Permit (LDP) with the Department of Environment and Community Development, Development Review Division, arrange to meet with the Fulton County Traffic Engineer. A signed copy of the results of these meetings will be required to be submitted along with the application for a Land Disturbance Permit.
 - Prior to submitting the application for an LDP, arrange an on-site evaluation of existing specimen landscaping, buffers, and tree protection zones within the property boundaries with the Fulton County Arborist. A signed copy of the results of these meetings will be required to be submitted along with the application for an LDP.
 - Prior to submitting the application for an LDP, the developer/engineer shall contact the Public Works Department, Water Services Division, and arrange to meet on-site with an engineer from the Surface Water Management Program (SWMP), who is responsible for review of Storm Water Concept Plan submittals.
 - Prior to submitting the application for an LDP, the developer and/or engineer shall submit to the SWMP, through the Development Review Division, a project Storm Water Concept Plan. This concept plan shall indicate the preliminary location of the storm water management facilities intended to manage the quality and quantity of storm water. The concept plan shall specifically address the existing downstream off-site drainage conveyance system(s) that the proposed development surface runoff will impact, and the discharge path(s) from the outlet of the storm water management facilities to the off-site drainage system(s) and/or appropriate receiving waters. As part of the Storm Water Concept Plan submittal, a preliminary capacity analysis shall be performed by the engineer on the off-site drainage system(s) points of constraint. The capacity analysis shall determine the capacity of all

NAME: P:\Plan\Analysis\Parcel\Case\plan\003Z-0020-0034
PROJECT: 2003Z-0020 SFC
2003VC-0034 SFC
BDC Meeting: 11/05/03
*Based on a revised Site Plan & Letter of Intent received October 23, 2003.
WRAP-UP 4.5

NAME: P:\Plan\Analysis\Parcel\Case\plan\003Z-0020-0034
PROJECT: 2003Z-0020 SFC
2003VC-0034 SFC
BDC Meeting: 11/05/03
*Based on a revised Site Plan & Letter of Intent received October 23, 2003.
WRAP-UP 4.6

NAME: P:\Plan\Analysis\Parcel\Case\plan\003Z-0020-0034
PROJECT: 2003Z-0020 SFC
2003VC-0034 SFC
BDC Meeting: 11/05/03
*Based on a revised Site Plan & Letter of Intent received October 23, 2003.
WRAP-UP 4.7

NAME: P:\Plan\Analysis\Parcel\Case\plan\003Z-0020-0034
PROJECT: 2003Z-0020 SFC
2003VC-0034 SFC
BDC Meeting: 11/05/03
*Based on a revised Site Plan & Letter of Intent received October 23, 2003.
WRAP-UP 4.8

PETITION NO. 2015ZM-0007 SFC
2015VC-0028 SFC

The Board of Commissioners approved the following request to modify conditions 1.c, 2.a, 3.a, 3.c, 3.i, 3.j, 3.s, 3.t, and 6, and a 2-part concurrent variance on August 3, 2016. The conditions of zoning for 2003Z-0020 SFC should be revised as follows:

- To the owner's agreement to restrict the use of the subject property as follows:
 - Pod A: 1,500 square feet, except allow a maximum of 51 dwelling units to be a minimum of 1,300 square feet and a maximum of 33 units to be a minimum of 1,500 square feet;
 - Pod B: 1,750 square feet, except allow a maximum of 39 dwelling units to be a minimum of 1,500 square feet and a maximum of 59 units to be a minimum of 1,500 square feet;
 - Pod C: 2,000 square feet, except allow a maximum of 16 dwelling units to be a minimum of 1,750 square feet; in an area west of the pond located in Pod C per the site plan received 01/26/10 (2010ZM-0003) and
 - Delete Pod D - 2,000 square feet.
- To the owner's agreement to abide by the following:
 - To the revised site plan received by the Department of Environment and Community Development on October 23, 2003* and as amended on the site plans received June 29, 2004, January 24, 2007, December 15, 2008, and January 25, 2010 and April 8, 2016 with interparcel connectivity with adjacent parcels subject to the approval of the Fulton County Traffic Engineer*. Said site plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

NAME: P:\Plan\Analysis\Parcel\Case\plan\2015ZM-0007
PROJECT: 2015ZM-0007 SFC
2015VC-0028 SFC
BDC Meeting: 08/03/16
*Based on a revised letter of intent and site plan received 04/08/16.
WRAP-UP 1.2

NAME: P:\Plan\Analysis\Parcel\Case\plan\2015ZM-0007
PROJECT: 2015ZM-0007 SFC
2015VC-0028 SFC
BDC Meeting: 08/03/16
*Based on a revised letter of intent and site plan received 04/08/16.
WRAP-UP 1.3

NAME: P:\Plan\Analysis\Parcel\Case\plan\2015ZM-0007
PROJECT: 2015ZM-0007 SFC
2015VC-0028 SFC
BDC Meeting: 08/03/16
*Based on a revised letter of intent and site plan received 04/08/16.
WRAP-UP 1.4

NAME: P:\Plan\Analysis\Parcel\Case\plan\2015ZM-0007
PROJECT: 2015ZM-0007 SFC
2015VC-0028 SFC
BDC Meeting: 08/03/16
*Based on a revised letter of intent and site plan received 04/08/16.
WRAP-UP 1.5

PETITION NO. 2015ZM-0007 SFC
2015VC-0028 SFC

Minimum front yard: 20 feet, except 25 feet east of Line Creek
Minimum side corner yard: 10 feet
Minimum rear yard: 20 feet, except 15 feet east of Line Creek
Minimum side yard: 7.0 feet
Minimum separation: 15 feet between foundations

The minimum design standards for Pod B are:
Minimum lot size: 8,000 square feet
Minimum lot width at building line: 70 feet
Minimum front yard: 20 feet, except 25 feet east of Line Creek
Minimum side corner yard: 10 feet
Minimum rear yard: 20 feet, except 15 feet east of Line Creek
Minimum side yard: 7.0 feet
Minimum separation: 15 feet between foundations

The minimum design standards for Pod C are:
Minimum lot size: 10,500 square feet
Minimum lot width at building line: 90 feet
Minimum front yard: 20 feet
Minimum side corner yard: 10 feet
Minimum rear yard: 20 feet
Minimum side yard: 3.0 feet
Minimum separation: 15 feet between foundations

Delete The minimum design standards for Pod D are:
Minimum lot size: 2 acres
Minimum lot width at building line: 90 feet
Minimum front yard: 20 feet
Minimum side corner yard: 10 feet
Minimum rear yard: 20 feet
Minimum side yard: 7.5 feet
Minimum separation: 20 feet between foundations

- As shown on the revised site plan referenced in condition 2.a, where single family lots are close to the perimeter property lines, provide a 100-foot wide perimeter green belt where 100-foot buffer is labeled on the site plan. Provide a 50-foot wide berm planted to buffer standards as labeled on the site plan referenced in condition 2.a, except for areas west of Line Creek along Campbellton Fairburn Road (SR 92), and except in the eastern side of Line Creek reduce the required 50-foot wide berm planted to buffer standards, along the east property line adjacent to Sierra Estates to a 25-foot landscape strip planted to buffer standards behind lots 200-235 and 154-163 and beside lot 153, as shown on the site plan received April 8, 2016, except 25-foot wide area shall remain undisturbed where there is existing tree cover. In areas west of Line Creek along SR 92, provide a 50-foot wide landscape strip planted to buffer standards in areas where there is no existing tree cover. All areas within the 50-foot wide landscape strip where there is existing tree cover are to remain undisturbed. The greenbelt is to remain undisturbed except for the addition of evergreen screening plant material and flowering shrubs as desired. The removal of

NAME: P:\Plan\Analysis\Parcel\Case\plan\2015ZM-0007
PROJECT: 2015ZM-0007 SFC
2015VC-0028 SFC
BDC Meeting: 08/03/16
*Based on a revised letter of intent and site plan received 04/08/16.
WRAP-UP 1.6

Invasive species (kudzu, poison ivy, grape vine) is permissible. All perimeter green belt and berm areas are to be held in common and not a part of any residential lot. The planted berms along Campbellton Fairburn Road shall be placed a minimum of 60 feet from the centerline of the road to allow for future road widening.

- Inter-parcel access must be provided between land uses within the development or as may be approved by the Fulton County Traffic Engineer, except no crossing of Line Creek shall be allowed.
- Provide three different housing styles as follows: (Condition 3.s is not applicable east of Line Creek pursuant to 2015ZM-0007 SFC.)
 - Colonial style with architectural features which may include front pillars, wide clapboard or shingle siding, brick or stone facades or accents, exterior decorative molding, unique window shapes, multi-paned double-hung windows, shutters, dormers, and colonial style exterior light fixtures.
 - Single-style beach cottage with architectural features which may include clapboard and shake siding, brick or stone facades or accents, decorative exterior moldings, unique irregular roof lines featuring multiple roofing materials, cover gables, eaves on several levels, porches, and brick and stone accents on an asymmetrical facade.
 - Rustic Modern style with architectural features which may include clean lines, multiple exterior textures, clapboard siding and stacked stone or brick facades, craftsman style windows, craftsman style light fixtures, hip roof style with multiple roof lines, wide eaves with triangular brackets, and exposed roof rafters.

- Exterior siding paint colors shall be based on colors drawn from the landscape such as an earthy palette of blues, grays, greens and browns with a trim color scheme of one or more complementary colors. Color scheme shall harmonize with the colors of the unpainted surfaces of brick and stone. (Condition 3.s is not applicable east of Line Creek pursuant to 2015ZM-0007 SFC.)
- The following plans are deemed to be pre-approved as meeting the requirements of conditions 3.r, and 3.s. of these conditions and will provide the basis for evaluating the consistency of any future plans with the requirements of conditions 3.r, and 3.s. (Condition 3.s is not applicable east of Line Creek pursuant to 2015ZM-0007 SFC.)

NAME: P:\Plan\Analysis\Parcel\Case\plan\2015ZM-0007
PROJECT: 2015ZM-0007 SFC
2015VC-0028 SFC
BDC Meeting: 08/03/16
*Based on a revised letter of intent and site plan received 04/08/16.
WRAP-UP 1.7

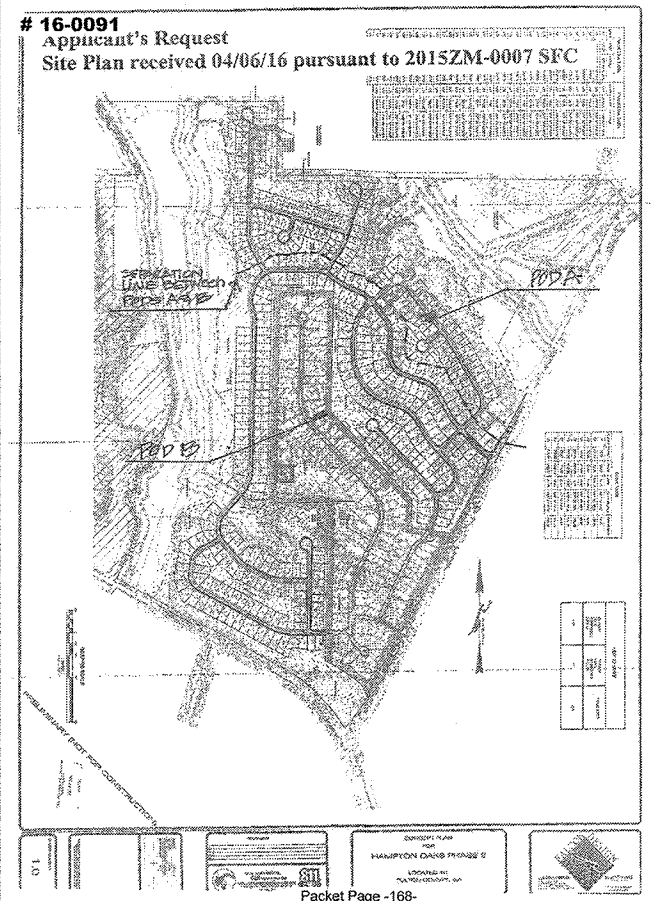
- Allow lots 11-30 and 54-69 as shown on the site plan submitted April 6, 2016 within the restricted pipeline area.* (2015VC-0028 SFC, Part 2)
- All dwellings within 125 feet of the transmission easement be equipped with an automatic sprinkler system and one hour rated walls. (2015VC-0028 SFC, Part 2)
- Reduce the required 50-foot wide buffer and 10-foot improvement setback along the east property line adjacent to Sierra Estates to a 25-foot landscape strip planted to buffer standards behind lots 200-235 and 154-163 and beside lot 153, except 25-foot wide area shall remain undisturbed where there is existing tree cover.* (2015VC-0028 SFC, Part 3)
- The following architectural standards apply east of Line Creek only pursuant to 2015ZM-0007 SFC as follows: There shall be no vinyl or aluminum siding used on the houses; at a minimum the full front side of each house shall be composed of brick, stucco, masonry, or other equivalent, and the remaining 3 sides shall be either brick, stucco, masonry, "hardplank" (or other industrial equivalent), woodshakes or clapboard. There shall be no exposed foundations.

- Comply with the Georgia Regional Transportation Authority (GRTA) Notice of Decision dated July 21, 2003 for DRI # 398 PEC Burner Road and future amendments as approved by the Georgia Regional Transportation Authority.

- Comply with the Georgia Regional Transportation Authority (GRTA) Notice of Decision dated July 21, 2003 for DRI # 398 PEC Burner Road and future amendments as approved by the Georgia Regional Transportation Authority.

- Comply with the Georgia Regional Transportation Authority (GRTA) Notice of Decision dated July 21, 2003 for DRI # 398 PEC Burner Road and future amendments as approved by the Georgia Regional Transportation Authority.

NAME: P:\Plan\Analysis\Parcel\Case\plan\2015ZM-0007
PROJECT: 2015ZM-0007 SFC
2015VC-0028 SFC
BDC Meeting: 08/03/16
*Based on a revised letter of intent and site plan received 04/08/16.
WRAP-UP 1.8



SHEET 3 OF 13					
SCALE	DATE	DRAWN BY	CHECKED BY	PROJECT NO.	103074
1"=50'	06/01/2021	CSM	JAC	06/01/2021	103074
		CHANGED NAME OF OWNER OF RECORD	ADRESSED COUNTY COMMENTS	INITIAL ISSUE	DESCRIPTION:
		3	1	0	

FINAL PLAT FOR:
OAKHURST GLEN - PHASE 2
LOCATED IN LAND LOT 166
OF THE 9TH DISTRICT F
CITY OF SOUTH FULTON, FULTON COUNTY,
GEORGIA

LECRAW ENGINEERING, INC.
3475 CORPORATE WAY - SUITE A
DULUTH, GA 30096
PHONE - 678.546.9100 FAX - 770.441.0298
WWW.LECRAWENGINEERING.COM
LSF001160 (EXP. 06/30/2022)

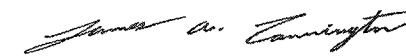
LECRAW
ENGINEERING

Plat Book 443 Page 20

THIS BLOCK RESERVED FOR THE CLERK OF
SUPERIOR COURT.

SURVEYOR'S CERTIFICATION

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JAMES A. CANNINGTON
09/03/2021

DATE:
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

* THIS SURVEY WAS SIGNED AND RELEASED BY THE
SURVEYOR PRIOR TO FINAL APPROVALS.



AS SURVEYOR FOR
LECRAW ENGINEERING, INC.



KEYMAP
(NOT TO SCALE)

SHEET 4 OF 13					
SCALE	1"=50'	DATE	06/01/2021	DRAWN BY	CSM
				CHECKED BY	JAC
				PROJECT NO.	103074
				REV. No.	DATE
				3	CHANGED NAME OF OWNER OF RECORD
				2	ADDRESSED COUNTY COMMENTS
				1	ADDRESSED ENGINEERING COMMENTS
				0	INITIAL ISSUE
					DESCRIPTION

FINAL PLAT FOR:
OAKHURST GLEN - PHASE 2
LOCATED IN LAND LOT 166
OF THE 9TH DISTRICT F
CITY OF SOUTH FULTON, FULTON COUNTY,
GEORGIA

LECRAW ENGINEERING, INC.
3475 CORPORATE WAY - SUITE A
DULUTH, GA 30096
PHONE - 678.546.8100 FAX - 770.441.0288
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LSF001160 (EXP. 06/30/2022)



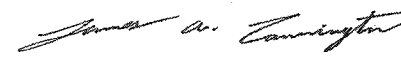
PREPARED IN THE OFFICE OF:

Plat Book 443 Page 29
CATHELENE ROBINSON
Clerk of Superior Court

THIS BLOCK RESERVED FOR THE CLERK OF
SUPERIOR COURT.

SURVEYOR'S CERTIFICATION

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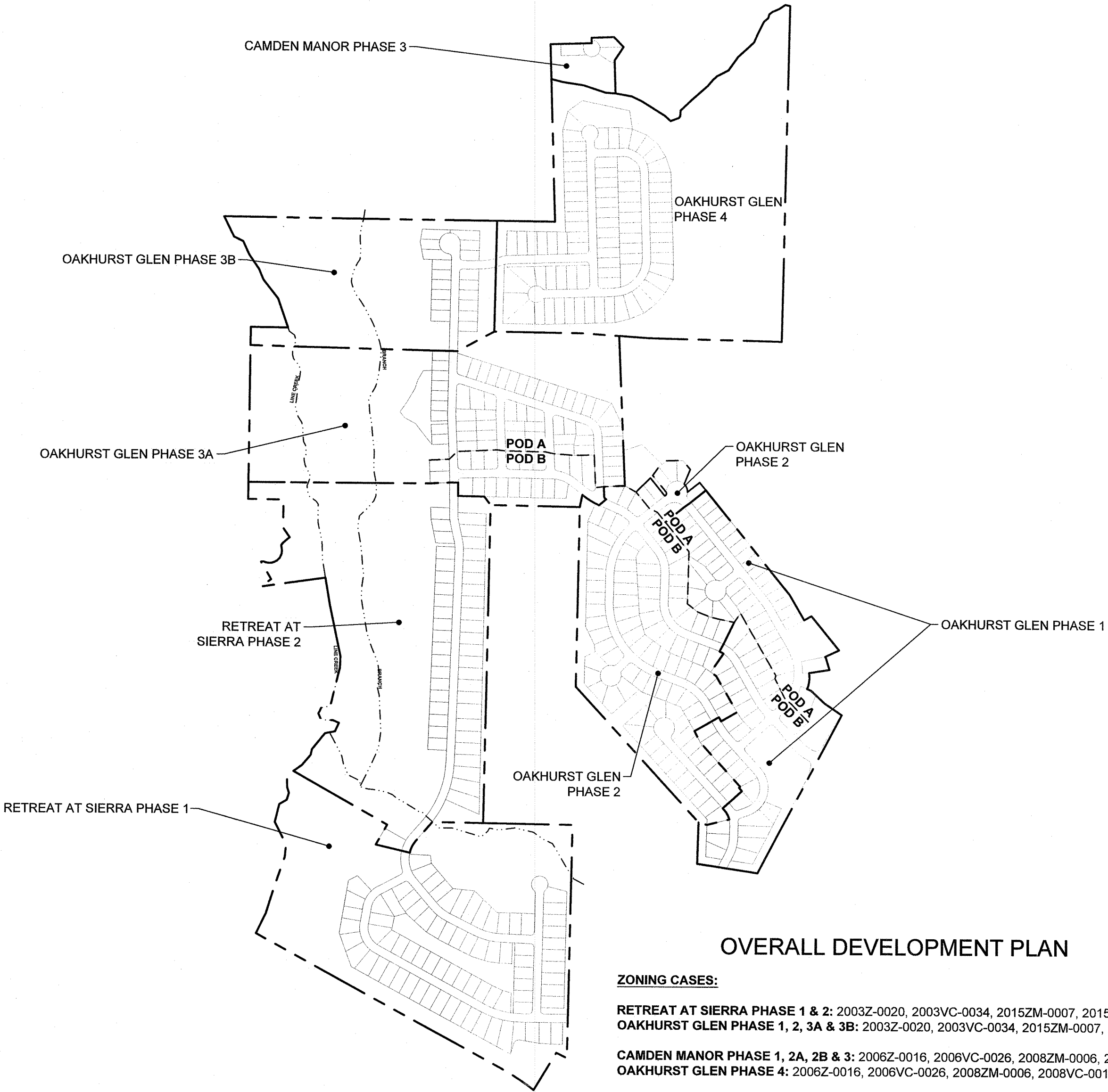

JAMES A. CANNINGTON
09/03/2021

DATE:
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

* THIS SURVEY WAS SIGNED AND RELEASED BY THE
SURVEYOR PRIOR TO FINAL APPROVALS.



AS SURVEYOR FOR
LECRAW ENGINEERING, INC.



OVERALL DEVELOPMENT PLAN

ZONING CASES:

RETREAT AT SIERRA PHASE 1 & 2: 2003Z-0020, 2003VC-0034, 2015ZM-0007, 2015VC-0028
OAKHURST GLEN PHASE 1, 2, 3A & 3B: 2003Z-0020, 2003VC-0034, 2015ZM-0007, 2015VC-0028
CAMDEN MANOR PHASE 1, 2A, 2B & 3: 2006Z-0016, 2006VC-0026, 2008ZM-0006, 2008VC-0015
OAKHURST GLEN PHASE 4: 2006Z-0016, 2006VC-0026, 2008ZM-0006, 2008VC-0015

KEYMAP
(NOT TO SCALE)

SHEET 13 OF 13					
SCALE	1"=20"	DATE	06/01/2021	DRAWN BY	CSM
		CHANGED NAME OF OWNER OF RECORD	06/03/2021	ADDRESSED COUNTY COMMENTS	06/03/2021
		ADDRESSED ENGINEERING COMMENTS	06/03/2021	INITIAL ISSUE	06/01/2021
		REV. NO.		DESCRIPTION	

FINAL PLAT FOR:
OAKHURST GLEN - PHASE 2
LOCATED IN LAND LOT 166
OF THE 9TH DISTRICT F
CITY OF SOUTH FULTON, FULTON COUNTY,
GEORGIA

LECRAW ENGINEERING, INC.
3475 CORPORATE WAY - SUITE A
DULUTH, GA 30096
PHONE - 678.548.8100 FAX - 770.441.0298
WWW.LECRAWENGINEERING.COM
LSF001160 (EXP. 06/30/2022)



GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council approval to accept the 2020 Homeland Security Grant in the amount of \$10,000 to purchase and replace the Drager Chemical Detection Equipment and to execute the agreement with Georgia Emergency Management and Homeland Security Agency with no cost to the City

DATE: September 28, 2021

SUBJECT: Request Council approval to accept the 2020 Homeland Security Grant in the amount of \$10,000 to purchase and replace the Drager Chemical Detection Equipment and to execute the agreement with Georgia Emergency Management and Homeland Security Agency with no cost to the City

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Homeland Security Grant (Fire)	Cover Memo	9/24/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date September 28, 2021		
Requesting Department Fire	Council District(s) Affected All	
Requested Action We are requesting approval to accept the 2020 Homeland Security Grant in the amount of \$10,000 to purchase and replace the Drager Chemical Detection Equipment that has reached its shelflife. It's currently out of service and deemed unreliable for the detection and identification of hazardous chemicals. The purchase will have an immediate impact to service delivery. The department will utilize standard procurement practices for the purchase of the requested equipment.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Staff recommends Council approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The City of South Fulton Hazardous Materials Team (Hazmat) has a responsibility to rapidly respond to chemical spills and/or releases to save lives, protect property and the environment, and meet basic human needs in the aftermath of an incident. The purchase of this equipment will increase the City of South Fulton Fire & Rescue Department's hazardous materials current response capability by allowing the department to detect and identify unknown hazardous chemicals for mitigation rapidly and accurately. With the annexation of Fulton Industrial Boulevard, the fire department has assumed full responsibility of one of the largest hazardous materials corridors in the Southeastern United States. The fire department must maintain a positive posture of operational readiness to meet the needs of this responsibility and not solely rely on the services of its neighboring jurisdictions.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable)		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval <i>Deron P. Wilson</i> Deron P. Wilson (Sep 14, 2021 10:52 EDT)		Finance Director Approval <i>Rachel Bembry</i> Rachel Bembry (Sep 14, 2021 12:49 EDT)
Assistant City Manager Approval 9-15-21	City Attorney Approval 	City Manager Approval

Quote



The Equipment Supply and Support People

QUO-10721-P3B5

Ver. 0

8/26/2021

Quote valid for 30 days

Quoted For: Christopher Anderson

Phone: 470-809-7511

Email: christopher.anderson@cityofsouthfultonga.gov

Bill To:

Fulton County Government

Attn.: Accounts Payable

5440 Fulton Industrial Blvd.

Atlanta, GA 30336

Quoted By: Patricia Scudellari

Phone: 770-925-2855

Email: PScudellari@pine-environmental.com

Ship To:

Attn.: Accounts Payable

5440 Fulton Industrial Blvd.

Atlanta, GA 30336

Sales Charges

Item #	Description	Qty	Unit Sale Price	Extended Sale
31307	Det Tubes CDS Set I #8103140 CDS Simultaneous test set I	3	\$225.00	\$675.00
31308	Det Tubes CDS Set V #8103200 CDS Simultaneous Set V	3	\$225.00	\$675.00
	DRAGER CMS KIT #4055711 CMS Emergency Response Kit Includes Analyzer Set, Remote System, Telescopic Probe, 10 Chips and Carrying Case (includes the following chips: Ammonia 10.0-150 ppm, Carbon Dioxide 1,000-25,000 ppm, Carbon Monoxide 5.0- 150 ppm, Chlorine 0.20-10.0 ppm, Hydrochloric Acid 1.0-25.0 ppm, Hydrogen Sulfide 2.0-50.0 ppm, Nitrous Fumes 0.50-15.0 ppm, Perchloroethylene 5.0-500 ppm, Petroleum Hydrocarbons 100-3000 ppm, and Sulfur Dioxide 0.40-10.0 ppm)	1	\$4,750.00	\$4,750.00
32559	Det Tubes Simultaneous Set I #8101735 Simultaneous test set I	3	\$74.00	\$222.00
32561	Det Tubes Simultaneous Set II #8101736 Simultaneous test set II	3	\$74.00	\$222.00

Quote



The Equipment Supply and Support People

QUO-10721-P3B5

Ver. 0

8/26/2021

Quote valid for 30 days

32560	Det Tubes Simultest Set III #8101770 Simultaneous test set III	3	\$74.00	\$222.00
56134	Draeger Hazmat Kit, Complete #4057185 Complete Kit Includes; accuro®Bellows Pump, Deluxe Tube Opener, Spare Parts Kit, Rubber Caps (10 pk), Allen Wrench, Molded Plastic Transport Case with Custom Foam, Air Current Kit, 3 meter Extension Hose, 17 Boxes of Tubes (Please refer to data sheet for included tubes), Tube/CMS Handbook, Matrix Card. ☒ Included Tubes: – CH28401 TUBE, POLYTEST, QUALITATIVE	1	\$2,100.00	\$2,100.00
31844	Gas; Zero Air <1 ppm THC 34 L	2	\$47.00	\$94.00
31721	Gas;Isobutylene-100ppm/Air 34L	6	\$47.00	\$282.00
31514	CH4-50LE/50mCO/10ppmH2S/18%O2	3	\$127.00	\$381.00
			Estimated Sales Total (Rental rate totals excluded)	\$9,623.00

Quote does not include applicable taxes or freight unless otherwise specified.

Comments:

PLEASE NOTE: If you have a preferred method of shipping and would like for us to use your account number to ship collect from the supplier, please let us know at time of ordering. Otherwise, freight charges will be pre-paid and added to final invoice

I accept terms and conditions of this quotation.

Signature

Printed Name

Payment Terms:

Payment due net 30 days for orders
shipped in the United States or
Canada.
See Terms and Conditions for credit
cards accepted for payment.

Rental Start Date

Terms and conditions of the Standard Rental Agreement apply.
Please find our updated Standard Rental Agreement terms and conditions online at:

<https://www.pine-environmental.com/pages/terms-and-conditions>

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City of South Fulton | September 28, 2021



**FISCAL YEAR 2020
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

City of South Fulton Fire Rescue Department

GRANT: #69

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2020 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$10,000.00 to City of South Fulton Fire Rescue Department, as Subrecipient, in accordance with the Fiscal Year 2020 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Harlan Proveaux** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become effective on October 1, 2020, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later, and shall continue through August 31, 2022. No modifications to the Budget can be made after the termination date, August 31, 2022, or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is effective. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY20 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY20 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- Exhibit A Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN AND RETURN With AGREEMENT)
- Exhibit B National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN AND RETURN With AGREEMENT)
- Exhibit C Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN AND RETURN With AGREEMENT)
- Exhibit E Tangible Property Report
(KEEP FOR REFERENCE)
- Exhibit F Department of Homeland Security, HSGP, Grant Agreement Number EMW-2020-SS-00089, Agreement Articles (KEEP FOR REFERENCE)
- Exhibit G Approved Budget Cost Line(s) (LOCATED IN EMGRANTS)
- Exhibit H DHS/FEMA Fiscal Year 2020 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:
<https://www.fema.gov/media-library/assets/documents/185911>

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/media-library/assets/documents/101566>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EMGrantsPro System in a timely manner according to the guidelines in the section below.
- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EMGrantsPro System, which is due within 30 days of the end of each calendar quarter.

E.

The following reporting periods and due dates apply:

• First Quarter	October 1 - December 31	Due January 31
• Second Quarter	January 1 - March 31	Due April 30
• Third Quarter	April 1 - June 30	Due July 31
• Fourth Quarter	July 1 - September 30	Due October 31
• Fifth Quarter	October 1 - December 31	Due January 31
• Sixth Quarter	January 1 - March 31	Due April 30
• Seventh Quarter	April 1 - June 30	Due July 31
• Eighth Quarter	July 1 - September 30	Due October 31

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE PROGRESS REPORT IS RECEIVED.

- E. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

- C. Organizational Audit Requirements:** The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this

signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. Data Universal Numbering System (DUNS) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.
- F. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.
- G. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2020 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- H. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.
- I. National Initiatives:**
1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2020 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>
 2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and

signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.

3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/exercise> and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY20 HSGP DHS/FEMA NOFO (Exhibit H).
 - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <http://www.fema.gov/national-incident-management-system>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

3. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>, www.USAspending.gov, and www.ProgressReports.gov

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2020 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2020 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2020 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2020 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever responding outside of its jurisdiction.
- F. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide an approval or other instructions for disposal to the Subrecipient.
- G. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

- H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.
- P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401

or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.
 2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
 3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.
For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY20 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at <http://www.fema.gov/grant-programs-directorate-information-bulletins>
- R.** The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/frts/>
- S.** The Subrecipient agrees that funds from the FY 2020 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288.

Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>
 2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.
 3. The Subrecipient shall provide GEMA/HS with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY20 NOFO (Exhibit H) and Information Bulletin 288.
 5. All Subrecipients leveraging FY 2020 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.
 2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws
- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S.

DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY20 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

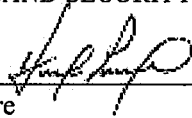
TERMINATION: This agreement may be terminated for any or all of the following reasons:

- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.
- C. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.
- D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other

agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and City of South Fulton Fire Rescue Department have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY



Signature

Harlan Proveaux, Deputy Director of Homeland Security

Printed Name and Title of Signatory

06 / 17 / 2021

Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

_____/_____/_____
Date of Signature

Agency FEID (XX-XXXXXXX)

081057307

Agency DUNS Number (XXXXXXXXXX)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

NIMS Compliance Form

This NIMS Compliance Form is **OPTIONAL** for Non-Governmental Agencies

Non-Governmental Subrecipients are not required to meet National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subrecipient agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

RECOMMENDED:

- ☐ **IS-700 (NIMS) An Introduction**
- ☐ **ICS-100: Introduction to the Incident Command System**

RECOMMENDED:

- ☐ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☐ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☐ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☐ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- ☐ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
 - ☐ **IS-800 National Response Framework, An Introduction**
 - ☐ **ICS-200 ICS for Single Resources and Initial Action Incidents**
 - ☐ **ICS-300 Intermediate ICS for Expanding Incidents**
 - ☐ **ICS-400 Advanced ICS for Command and General Staff**
 - ☐ **IS-701 NIMS Multiagency Coordination Systems (MACS)**
 - ☐ **IS-702 NIMS Public Information Systems**
 - ☐ **IS-703 NIMS Resource Management**
- ☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☐ Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- ☐ Incorporate corrective actions into preparedness and response plans and procedures.
- ☐ Inventory community response assets to conform to homeland security resource typing standards.
- ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.
- ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.

Agency

Authorized Signature

Date

NIMS Compliance Form

**Certifications Regarding Lobbying; Debarment, Suspension And Other
Responsibility Matters; And Drug-Free Workplace Requirements**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check ☐ if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Homeland Security Grant Program Tangible Property Report

[illegible]

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval to enter into a Memorandum of Understanding with the Policing Equity, Inc. to actively identify bias in policing and provide analysis to eliminate racial disparities in policing practices and strengthen community trust in law enforcement with no cost to the City

DATE: September 28, 2021

SUBJECT: Request Council Approval to enter into a Memorandum of Understanding with the Policing Equity, Inc. to actively identify bias in policing and provide analysis to eliminate racial disparities in policing practices and strengthen community trust in law enforcement with no cost to the City

REFERENCE:

CONCLUSION:

BACKGROUND:

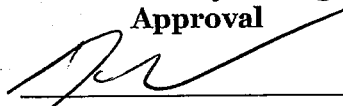
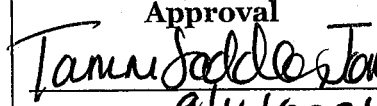
FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MOU with Police Equity (Police)	Cover Memo	9/24/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/28/2021		
Requesting Department Police Department		Council District(s) Affected N/A
Requested Action Request Approval to get on council agenda for September 28, 2021 for consideration of approval for the police department to enter into Memorandum of Understanding with Policing Equity, Inc.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Chief of Police and staff recommends approvals		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Due to the changes in modern-day policing, the police department realizes the need for transparency. South Fulton Police has been offered the opportunity to enter a Memorandum of Understanding with Police Equity, Inc. Police Equity, Inc is an organization that is engaged to actively identify bias in policing and provide analyses to law enforcement agencies, local government, and community stakeholders to eliminate racial disparities in policing practices and strengthen community trust in law enforcement. The Police Department has a desire to enter an MOU in support of Police Equity's mission to advance the accumulation of unique data and research and analysis to improve our police practices and community relations. There are no costs associated to participate in the MOU.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval  Keith Meadows (Sep 14, 2021 11:22 EDT)		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval  9/16/2021

STRATEGIC RELATIONSHIP AGREEMENT

This Strategic Relationship Agreement ("Agreement") is entered into as of the date of last signature below ("Effective Date") between the City of South Fulton, a political subdivision of the State of Georgia (hereinafter referred to as the "City") on behalf of the South Fulton Police Department ("Police Department"), and POLICING EQUITY, INC. ("PE"). Police Department and PE are each a "Party" to this Agreement and are collectively referred to as the "Parties."

RECITALS

WHEREAS PE is a non-profit organization that works with academic research institutions, individual researchers, local government and community stakeholders, and law enforcement agencies to advance the state of knowledge in the field of law enforcement on the sociological and psychological dynamics in law enforcement agencies and in police/community relations; and

WHEREAS PE is engaged in work to actively identify bias in policing and provide analyses to law enforcement agencies, local government, and community stakeholders to eliminate racial disparities in policing practices and strengthen community trust in law enforcement;

WHEREAS Police Department has a desire to participate in PE's work as outlined in this Agreement and to support PE's mission to advance the accumulation of unique data in the field and to use research and analysis to improve police practices and police/community relations; and

WHEREAS the Parties desire to develop a strategic relationship to permit the exchange of data and information and establish a dialogue between and amongst PE and Police Department, local government in the City, and community stakeholders at the Parties' discretion;

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and conditions contained herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, PE and Police Department hereby agree as follows:

1. **Purpose.** This Agreement governs the strategic relationship between PE and Police Department, wherein Police Department shall securely transfer to PE certain data, including, but not limited to, crime data, demographic data, and policing behavioral data ("Data Sources") and permit PE, including PE's employees, officers, directors, research collaborators, and agents ("PE Related Parties"), to (i) analyze and examine the Data Sources; (ii) interface directly with community stakeholders, including local government officials, regarding any such analysis; and (iii) publish any resulting analysis subject to the requirements of Section 10 ("Purpose"). In addition, to advance the Purpose contemplated in this Agreement, PE may elect, but is not required, to conduct one or more anonymous, department-wide surveys of all personnel within Police Department to collect opinions about Police Department, the City, and the community (each a "Climate Survey" and collectively the "Climate Surveys"). To facilitate the Purpose of this Agreement as outlined herein, Police Department shall designate a manager with the authority to communicate directly with the Chief of Police and commit the Police Department to action to act as a liaison with PE and PE Related Parties. The liaison will coordinate between Police Department and PE, and assist PE and PE Related Entities in understanding and navigating Police Department and the local City community. The Police Department shall also commit its Chief executive (i.e. Police Chief, Police Commissioner, Sheriff, etc.) to participate in at least one (1) 30-minute meeting per month with PE and/or PE Related Parties.

2. **Term; Termination.** The obligations under this Agreement shall commence as of the Effective Date and shall continue for three (3) years or until terminated by either Party in accordance with the terms of this Agreement (the "Term"). Either Party may terminate this Agreement at any time upon sixty (60) days' written notice to the other Party, in accordance with the provisions of Section 13.1.

Notwithstanding the foregoing, the following sections of this Agreement and any corresponding attachments shall survive any expiration or termination of this Agreement: (i) Section 7 (Confidentiality), (ii) Section 10 (Publication), (iii) Section 11 (Indemnification), and (iv) Section 12 (Limitation of Liability).

3. License Grant. During the Term of this Agreement and subject to the terms and conditions set forth herein, Police Department grants to PE a non-exclusive, non-transferable, non-sublicensable, royalty-free, perpetual license to use the Data Sources in connection with the Purpose (the "License"). The Data Sources shall include, but are not limited to, the data types listed in Appendix A, Data Request Checklist. The Data Sources shall be provided to PE by Police Department in a mutually agreed upon format, upon a mutually agreed upon timeline, and in a secure manner consistent with the requirements outlined herein. If there is an additional category of Data not specifically referenced in the Data Request Checklist that PE seeks to collect, PE shall notify the City as soon as reasonably practicable. The Parties will confer in good faith to determine whether release of the requested data is consistent with the terms and conditions of this Agreement.

4. Data Sharing.

4.1 Data Transfer. Police Department shall transfer the Data Sources to PE utilizing a document management system that is licensed by PE and operated and utilized by PE and PE Related Parties. The system is encrypted with TLS/SSL utilizing 256 bit AES-CBC encryption. The system uses SSAE-16 audited data centers and follows best practices for security protocols as outlined by the Criminal Justice Information Services Division of the FBI.

5. Fees; Expenses. The Parties agree that the Data Sources are being provided to PE at no cost. Further, each Party shall be responsible for its own costs and expenses in the performance of this Agreement, including travel and related expenses.

6. Warranties.

6.1 Police Department Warranty. Police Department represents and warrants that (i) it has the full power, capacity and authority to enter into and perform this Agreement; (ii) its performance of this Agreement does not violate or conflict with any other agreement to which the Party is a party, including any settlement agreements or consent decrees; (iii) it has the legal right to provide the Data Sources to PE in accordance with terms of this Agreement without violating the rights and property of others and without violating any applicable laws, rules, or regulations, including any such laws, rules, or regulations establishing oversight committees, citizens review boards, or any other accountability partnerships.

6.2 PE Warranty. PE represents and warrants that (i) it has the full power, capacity and authority to enter into and perform this Agreement; and (ii) its performance of this Agreement does not violate or conflict with any other agreement to which PE is a party.

7. Confidentiality.

7.1 Definition. "Confidential Information" means any non-public information disclosed by either Party to the other Party related to this Agreement, either directly or indirectly, in writing, orally, or by inspection of tangible objects, that (a) is designated as "Confidential," "Proprietary" or some similar designation, or (b) a receiving Party should reasonably understand to be confidential. Confidential Information initially furnished verbally or visually and identified beforehand as confidential and/or proprietary at the time of disclosure shall be reduced to writing and confirmed to the receiving Party as Confidential Information in a written statement that fully identifies the material considered confidential within fifteen (15) days after its initial disclosure. During that fifteen (15) day period, the latter information shall be protected, but failure to identify, reduce to writing, mark and deliver such verbally or visually disclosed information in the manner prescribed shall relieve the receiving Party of all obligations of protection with respect to said disclosed information thereafter. All of the terms of this Agreement shall be deemed Confidential Information, however, for avoidance of doubt, the existence of the Agreement and the relationship between the Parties shall not constitute Confidential Information.

7.2 Exclusions. Confidential Information shall not include any information, which (i) was publicly known and made generally available to the public prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) was already in the possession of the receiving Party at the time of disclosure by the disclosing Party, but only if the receiving Party received it from a third party who had the right to provide such information to the receiving Party; (iv) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; (v) consists of analyses or conclusions drawn from Confidential Information; or (vi) is authorized for disclosure by the Disclosing Party. Furthermore, the existence of this Agreement and the relationship between the Parties, including the strategic alignment of the Parties' interests in carrying out the Purpose, shall not constitute Confidential Information.

7.3 Restrictions. The receiving Party agrees (a) not to disclose any Confidential Information of the disclosing Party to any third parties; (b) not to use any Confidential Information for any purpose except to exercise its rights and carry out its responsibilities under this Agreement; and (c) to keep the Confidential Information of the disclosing Party confidential using the same degree of care the receiving Party uses to protect its own Confidential Information, as long as the receiving Party uses at least reasonable care. Police Department hereby consents to the disclosure of its Confidential Information to PE Related Parties to the extent necessary to carry out the Purpose of this Agreement. PE may disclose Confidential Information of Police Department to PE Related Parties provided that PE Related Parties treat such Confidential Information in accordance with this Section 7. Notwithstanding the foregoing, nothing shall prevent PE and PE Related Parties to discuss with third parties the existence of this Agreement and PE's relationship with Police Department. Nor shall PE and PE Related Parties be prevented from publicly disclosing and/or publishing analyses, including preliminary findings and conclusions, based upon Confidential Information, subject to the requirements outlined in Section 10. For avoidance of doubt, in no instance may PE or PE Related Parties permitted to disclose Confidential Information to third parties.

7.4 Subpoenas. If either Party receives a subpoena or other validly issued judicial process requesting, or is otherwise required by a government agency to disclose Confidential Information of the other Party, then the receiving Party may disclose Confidential Information, provided that, if not prohibited from doing so, receiving Party shall promptly notify the disclosing Party of such requirement and shall reasonably cooperate with the disclosing Party to seek confidential treatment or to obtain an appropriate protective order to preserve the confidentiality of the Confidential Information. Receiving Party shall: (a) promptly, and prior to such disclosure, notify the

8. Intellectual Property. This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code) with regard to either Party. Except for the express License granted in this Agreement, neither Party is granting or assigning to the other Party any right, title, or interest, express or implied, in or to the Party's intellectual property. Each Party reserves all rights to its intellectual property not expressly granted herein.

9. Ownership. Except as provided herein, Police Department retains ownership of the Data Sources provided to PE under this Agreement. PE retains ownership of all other data collected to carry out the Purpose of this Agreement, including without limitation data collected as a result of any Climate Surveys, and shall retain all rights to publish scholarly works and other analyses and reports using any of these data, subject only to the requirements of this Agreement including the treatment of Confidential Information. Confidential Information that contains personal identifiers of individual officers, civilian employees, or persons whose names appear in investigation records shall remain in the sole and exclusive ownership and control of City and Police Department.

10. Publication.

10.1 The Parties agree that PE shall, in its exclusive discretion and without interference from Police Department or anyone associated with Police Department, be free to publish analysis and research containing anonymized and aggregated data based upon the Data Sources and/or other Confidential Information provided by Police Department under this Agreement in peer-reviewed academic publications, research reports, presentations to academic and practitioner audiences, and other outlets

as appropriate. PE shall not be permitted to reference contributions by Police Department in publications pursuant to this subsection unless Police Department has authorized such reference in writing. PE agrees to use de-identified report naming conventions.

10.2 PE may further publish and otherwise publicly disclose analysis and research containing anonymized and aggregated data based upon the Data Sources and/or other Confidential Information provided by Police Department under this Agreement in a Police Department-specific digital report ("Digital Report") subject to the following requirements: PE shall give Police Department no less than sixty (60) days' notice prior to publication or public disclosure of any of the analysis or findings to allow Police Department an opportunity to review and identify Confidential Information ("Review Period"). Such notice shall be in writing, either in accordance with the provisions of Section 13.1 or through PE's private and secure online portal, and may be in the form of the proposed publication itself or in the form of a written summary of the publication that shall, at a minimum, accurately describe the nature and substance of any conclusions reached by PE arising from the Data Sources, Confidential Information and/or analyses thereof. Police Department may review and comment on PE's proposed publication, however, in no event shall Police Department retain any ownership rights to or editorial license in the contents of the proposed publication. The Review Period may be extended by the Parties' mutual agreement. PE shall be free to publish and otherwise publicly disclose the Digital Report upon expiration of the Review Period. PE may further elect in its sole discretion to print physical copies of the Digital Report.

11. Limitation of Liability. EXCEPT FOR EITHER PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR EITHER PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY), NEITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS WILL BE LIABLE UNDER THIS AGREEMENT IN ANY WAY WHATSOEVER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, WHETHER OR NOT THOSE DAMAGES ARE FORESEEABLE OR EITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES.

12. General.

This is a non-exclusive engagement with regard to both Parties. Each Party is free to enter into other similar engagements with other parties.

Neither Party may assign this Agreement without the express written consent of the other Party, which may not be unreasonably withheld or delayed; however, either Party may assign this Agreement to a successor entity in the event of a merger, acquisition, or sale of all or substantially all of its assets.

12.1 Notices to the Parties. All notices to be given by the Parties hereto shall be in writing and served by depositing same in the mail, postage prepaid and registered, or by receipted international express courier service (e.g., FedEx, UPS, Purolator), as follows:

To PE:
Dirk Butler
Center for Policing Equity
1925 Century Park E, Suite 1700
Los Angeles, CA 90067

To South Fulton PD:
Keith Meadows
Chief of Police
5539 Old National Hwy.
College Park, GA 30349

12.2 Independent Contractors. The Parties are independent contractors to each other and nothing in this Agreement will be construed as creating an employment, agency, franchise, joint venture, or partnership relationship between the Parties and

obligations of the Parties shall be limited to those expressly set forth herein. Each Party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other.

12.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior written or oral agreements or understandings with respect thereto.

12.4 Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute one agreement binding on the Parties, notwithstanding that both Parties are not signatories to the original or the same counterpart.

12.5 Modification. No amendment or modification of this Agreement will be valid or binding upon the Parties unless made in writing and signed by each Party. Failure by a Party to enforce any rights under this Agreement will not be construed as a waiver of such rights nor will a waiver by a Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

12.6 Severability. If any of the provisions of the Agreement shall be deemed to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly. However, in the event such provision is considered an essential element of this Agreement, the Parties shall promptly negotiate a replacement thereof.

13. Compliance with Laws. The Parties hereby agree to comply with all federal, state, and local laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under this Agreement.

[SIGNATURE PAGE FOLLOWS]

City of South Fulton

POLICING EQUITY, INC.

By: _____

By: _____

Name: Tammy Saddler Jones

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

City of South Fulton

By: _____

Name: Keith Meadows

Title: Chief of Police

Date: _____



About This Report

The Center for Policing Equity (CPE) partnered with the San Diego Police Department in 2019 to examine policing practices and behavior from 2016-Sept 2020 as a part of the National Justice Database (NJD) project. CPE examined the incidences of vehicle stops, pedestrian stops, and use of force in order to:

- Identify any racial disparities in police interactions with people
- Determine if disparities were caused by inequitable practices or other factors
- Identify any attitudinal dispositions by officers or within the department that may be risk factors for inequitable practices

CPE analyzed data provided by San Diego PD to generate this report. Findings and general recommendations are summarized below.

What Does It Mean If This Analysis Finds Evidence of Racial Disparities?

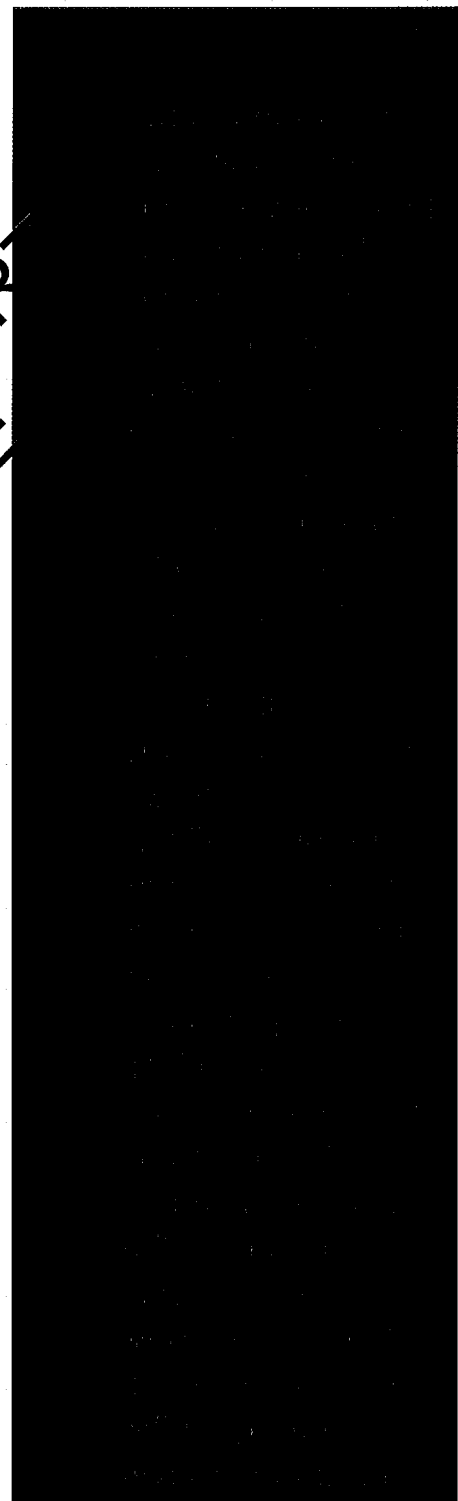
Disparities in rates of police contact and the outcomes of this contact mean that racial groups in a community have different experiences of policing. When certain groups experience more frequent police contact, they are also exposed to an increased likelihood of further involvement in the justice system.

Racial disparities are important to measure because they shed light on specific sources of frustration and risk of harmful outcomes in communities—an essential step in identifying effective reforms. But disparities do not necessarily indicate that police officers have engaged in biased or discriminatory behavior toward different racial groups. The NJD framework described below examines how factors outside of a department's direct control (such as poverty and crime rates in a neighborhood) may contribute to observed disparities.

By accounting for external factors, it is possible to infer which portions of a disparity are likely related to factors within a department's control, like officer behavior, as well as departmental policies and practices.

Read the Full Report: www.sandiego.gov/police

KEY FINDINGS



What Factors Might Contribute to Observed Racial Disparities?

The NJD analytic framework—a structure for collecting and interpreting the data used in these analyses—aims to distinguish among five broad types of explanations for racial disparities in policing:

- 1. Individual characteristics or behaviors:** Attributes or behaviors of individual community members may lead to a greater risk of interaction with law enforcement. Such behaviors and attributes may include mental health challenges, homelessness, or participation in criminal activity.
- 2. Community characteristics:** Neighborhood conditions, such as poverty or high crime rates, may result in higher rates of interaction with law enforcement.
- 3. Individual officer characteristics or behaviors:** Some officers may view members of certain communities with a higher level of suspicion, resulting in a disproportionate rate of stops or more punitive outcome of the stop for these people.
- 4. Departmental culture, law, or policy:** Institutional policies, practices, or norms may increase law enforcement contact with some members of the population more than others. For example, officers may be deployed to patrol some communities more intensively than others. Moreover, police departments may be constrained by federal, state, or local laws that may contribute to disparate interactions with people and communities.
- 5. Relationships between communities and police:** Mistrust of law enforcement can reduce community members' willingness to cooperate with police. Similarly, a sense that communities do not trust or respect police may cause officers to feel unsafe or defensive in encounters with members of those communities.

PATHWAY from DATA to ACTION: A GUIDE to CPE POLICY RECOMMENDATIONS

Behavioral science research is clear: situations predict inequitable behavior more strongly than attitudes and intentions. Situations must, therefore, be treated as potential risks. In policing, risk factors can lead to inequitable policing, damage public trust, undermine officer safety, and increase the risk of high-profile critical incidents and crises. CPE advocates a three-part approach to addressing disparities in stops, use of force, and other policing outcomes.

- **Measure and monitor.** Departments must measure and monitor the outcomes that matter to the communities they serve. Data analysis enables departments to understand current problems and measure future progress. Departments that participate in the NJD are taking a crucial step toward this goal.
- **Investigate to learn more.** When a disparity has been identified, departments should investigate to learn as much as possible about the situations in which the disparity is most severe or most often occurs.
- **Identify risk factors and develop targeted interventions.** Departments should then examine the situations to investigate and identify risk factors that may contribute to that disparity. After identifying potential risk factors, departments should partner with the community to develop and implement targeted interventions to address the risk factors within their control.

CLARIFYING EXPECTATIONS of OFFICER BEHAVIOR THROUGH WRITTEN POLICY

- Strengthening racial profiling policies
- Strengthening use of force policies
 - o Officers required to intervene and report any use of excessive force
 - o Deadly force is a last resort
 - o Prohibit the use of chokeholds and neck holds
 - o Mandate the use of de-escalation tactics
- Support policies through organizational culture
 - o Require supervisor review
 - o Strengthen accountability systems
- Identify additional risk factors and opportunities for reform

The Center for Policing Equity (CPE) is the nation's leading nonprofit organization dedicated to promoting and achieving policing equity. CPE addresses some of the nation's biggest social challenges through data and accountability. CPE works with police departments, communities, and political stakeholders to look for ways to strengthen relationships between law enforcement and the communities they serve. CPE has worked with Google, the TED Conference, SXSW, The Atlantic, and more. CPE created the National Justice Database, the nation's first database tracking national statistics on police behavior, including stops and use of force, built on data collected and voluntarily contributed by police departments across the country.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council approval to execute a Memorandum of Understanding between the City of South Fulton and the Fulton County Sherriff's Office to participate in a Multi-Agency Criminal Enterprise (MACE) Task Force at no cost to the City

DATE: September 28, 2021

SUBJECT: Request Council approval to execute a Memorandum of Understanding between the City of South Fulton and the Fulton County Sherriff's Office to participate in a Multi-Agency Criminal Enterprise (MACE) Task Force at no cost to the City

REFERENCE:

CONCLUSION:

BACKGROUND:

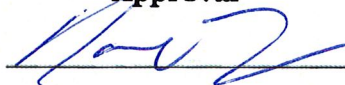
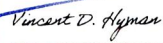
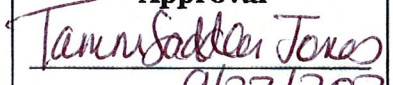
FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MOU with Fulton County Sherrifs Office_MACE TF (Police)	Cover Memo	9/24/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/28/2021		
Requesting Department POLICE	Council District(s) Affected ALL	
Requested Action Approval to enter into an Memorandum of Understanding between CoSF - Police and the Fulton County Sheriff's Office to participate in a Multi-Agency Criminal Enterprise (MACE) taskforce.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Approval to enter into MOU with Fulton Co. Sheriff's Office (FCSO).		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) FCSO would like to create a task force with other local/state law enforcement agencies (CoSF-Police) to optimize their capabilities when investigating violent crimes committed by criminal enterprises. CoSF-Police has been invited to be a participant of the MACE task force.		
Funding Source (if applicable) No Financial Obligation		
Financial Impact (if applicable) No Financial Impact		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval  Keith Meadows (Sep 22, 2021 15:38 EDT)		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval  9/22/2021

9-22-21



FULTON COUNTY SHERIFF'S OFFICE

MULTI-AGENCY CRIMINAL ENTERPRISE TASK FORCE

MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into on behalf of the Fulton County Sheriff's Office ("FCSO"), and the City of South Fulton (CoSF), by and through their respective governing authorities.
2. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of Multi-Agency Criminal Enterprise Task Force (MACE TF) personnel, formalize relationships between participating agencies for policy guidance, planning, training, and public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the FSO, or the officers, employees, agents, or other associated personnel thereof.

MISSION

4. The mission of the MACE TF is to identify and target for prosecution criminal enterprise groups, otherwise referred to as Criminal Enterprises, responsible for drug trafficking, money laundering, burglary, larceny, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a gang-related investigative interest. The MACE TF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecution avenues by which to convict and incarcerate dangerous offenders.

SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the MACE TF shall be the shared responsibility of the participating agency heads and/or their designees
6. The Fulton County Sheriff shall designate one Commander (preferably at the rank of Lieutenant) to supervise the MACE Task Force. The MACE TF Commander will designate personnel to serve as the MACE Task Force Agents. The MACE TF Commander, or a designee of their appointing, shall oversee day-to-day operational and investigative matters pertaining to the MACE TF.
7. Conduct undertaken outside the scope of an individual's MACE TF duties and assignments under this MOU shall not fall within the oversight responsibility of the MACE TF Commander or their designee. As stated in paragraph 67 below, neither the FCSO nor the SFPD shall be responsible for such conduct.
8. MACE TF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies as well as policies and regulations promulgated by the MACE TF. SFPD employees will continue to adhere to the ethical standards regulations relating to outside employment and republication



FULTON COUNTY SHERIFF'S OFFICE

MULTI-AGENCY CRIMINAL ENTERPRISE TASK FORCE

MEMORANDUM OF UNDERSTANDING

review matters and will remain subject to Standards of Ethical conduct for employees of the City of South Fulton.

9. MACE TF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. MACE TF personnel will adhere to the Standard Operating Procedures and all directives of the MACE TF as outlined by the FCSO while carrying out Task Force duties.
11. Continued assignment of personnel to the MACE TF will be based on performance and at the discretion of appropriate management. The Fulton County Sheriff, or their designee on the Executive Board, along with the approval of the MACE TF Commander will also retain discretion to remove any individual from the MACE Task Force.

B. Case Assignments

12. The MACE TF Commander, or their designee, will be responsible for identifying, opening, monitoring, directing, and closing MACE TF investigations in accordance with existing MACE TF policy and the applicable Standard Operating Procedures and Guidelines.
13. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the MACE TF Commander.
14. For MACE TF administrative purposes, MACE TF cases will be entered into the relevant Formulytics Case Management System (FCMS).
15. MACE TF personnel will have equal responsibility for each case assigned. MACE TF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

16. The head of each participating agency shall determine the resources to be dedicated by that agency to the MACE TF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

17. It is agreed that matters designated to be handled by the MACE TF will not knowingly be subject to non-MACE TF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the MACE TF's existence and areas of concern.



FULTON COUNTY SHERIFF'S OFFICE

MULTI-AGENCY CRIMINAL ENTERPRISE TASK FORCE

MEMORANDUM OF UNDERSTANDING

18. It is agreed that there is to be no unilateral action taken on the part of the FCSO or any participating agency relating to MACE TF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
19. MACE TF investigative leads outside of the geographic areas of responsibility for Fulton County will be communicated to other law enforcement agencies and offices for appropriate investigation.

B. Confidential Human Sources

20. The disclosure of MACE TF informants, or Confidential Human Sources (CHSs), to non-MACE TF personnel will be limited to those situations where it is essential to the effective performance of the MACE TF. These disclosures will be consistent with applicable FCSO guidelines.
21. Non-FCSO MACE TF personnel may not make any further disclosure of the identity of a FCSO CHS, including to other individuals assigned to the MACE TF. No documents which identify, tend to identify, or may indirectly identify an FCSO CHS may be released without prior FCSO approval.
22. In those instances where a participating agency provides a CHS, the FCSO may, at the discretion of the MACE TF Commander, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FCSO.
23. The FCSO policy and procedure for operating FCSO CHSs shall apply to all FCSO CHSs opened and operated in furtherance of MACE TF investigations. Documentation of, and any payments made to, FCSO CHSs shall be in accordance with FCSO policy and procedure.
24. Operation, documentation, and payment of any CHS opened and operated in furtherance of an MACE TF investigation must be in accordance with the FCSO policy, regardless of whether the handling agency is a MACE TF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of MACE TF investigations shall be maintained at an agreed upon location.

C. Reports and Records

25. All investigative reporting will be prepared in compliance with existing MACE TF policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by MACE TF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
26. MACE TF reports prepared in cases assigned to MACE TF personnel will be maintained at a MACE TF approved location; original documents will be maintained by the FCSO.
27. Records and reports generated in MACE TF cases which are opened and assigned by the MACE TF Commander with designated oversight for investigative and personnel matters will be maintained in the investigative file for MACE TF.
28. MACE TF investigative records maintained will be available to all MACE TF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.



FULTON COUNTY SHERIFF'S OFFICE

MULTI-AGENCY CRIMINAL ENTERPRISE TASK FORCE

MEMORANDUM OF UNDERSTANDING

29. All evidence and original recordings (audio and video) acquired during the course of the MACE TF investigations will be maintained by FCSO. The FCSO rules and policies governing the submission, retrieval and chain of custody will be adhered to by all MACE TF personnel.
30. All MACE TF investigative records will be maintained at an approved MACE TF location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to MACE TF Commander approval.
31. Sensitive information and/or documents containing information that identifies or tends to identify a MACE TF or other agency CHS shall not be placed in the files of participating agencies unless appropriate MACE TF policy has been satisfied.
32. The Parties acknowledge that this MOU may provide MACE TF personnel with access to information about persons which may otherwise be unavailable in the normal course of investigations or is protected by applicable federal or state laws or statutes. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions the applicable federal or state laws or statutes. The Parties further agree that if this access to information by MACE TF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

33. No information possessed by the MACE TF, to include information derived from informal communications between MACE TF personnel, local, state or federal employees not assigned to the MACE TF, may be disseminated by MACE TF personnel to non-MACE TF personnel without the approval of the MACE TF Commander and in accordance with the applicable laws and internal regulations, procedures or agreements between the FCSO and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, MACE TF personnel will not provide any participating agency information to the MACE TF that is not otherwise available to it unless authorized by appropriate participating agency officials.
34. The FCSO, by and through the MACE TF, is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FCSO so that corrective action can be taken. Similarly, if the SFPD becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).



FULTON COUNTY SHERIFF'S OFFICE

MULTI-AGENCY CRIMINAL ENTERPRISE TASK FORCE

MEMORANDUM OF UNDERSTANDING

37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper record keeping systems to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

38. MACE TF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either state or federal prosecution.
39. A determination will be made on a case-by-case basis whether the prosecution of MACE TF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the MACE TF.
40. In the event that a state or federal matter is developed that is outside the jurisdiction of Fulton County or it is decided to prosecute a MACE TF case at the federal level the MACE TF Commander shall coordinate with the respective state and federal prosecutor to ensure that all evidence is transmitted in a timely manner.

A. Investigative Methods/Evidence

41. For cases assigned to an MACE TF agent or in which FCSO CHSs are utilized, the parties agree to conform to the FCSO and/or MACE TF Standard Operating Procedures concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the Federal Court where statutory or common law of the state is more restrictive than the comparable state law, the investigative methods employed by MACE TF case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
42. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize state standards pertaining to evidence handling and electronic surveillance activities as outlined in the Official Code of Georgia Annotated (OCGA) to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the MACE TF.

B. Undercover Operations

44. All MACE TF undercover operations will be conducted and reviewed in accordance with the MACE TF Undercover Operations SOP. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

CRITICAL INCIDENTS (defined in MACE TF SOP 20.16)



FULTON COUNTY SHERIFF'S OFFICE

MULTI-AGENCY CRIMINAL ENTERPRISE TASK FORCE

MEMORANDUM OF UNDERSTANDING

45. MACE TF personnel will follow their parent agencies' policies concerning firearms discharge and use of deadly force. Investigation of Critical Incidents will be in accordance with MACE TF Policy. The MACE TF Commander or designee is responsible for making timely notification to the parent agency of a MACE TF participant involved in a critical incident.

DEPUTATIONS

46. Local law enforcement personnel designated to the MACE TF shall be sworn in and deputized as Agents of the FCSO per the approval and authorization of the presiding Fulton County Sheriff. These deputations should remain in effect throughout the tenure of each investigator's assignment to the MACE TF and will continue until the expiration date for each Officer or until a newly-elected Sheriff is sworn in.
47. Deputized MACE TF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

48. In furtherance of this MOU, employees designated to the MACE TF may be permitted to drive their respective agency's owned or leased vehicles for official MACE TF business and only in accordance with their respective Agency's rules and regulations, outlined in their Standard Operating Procedures and Guidelines.
49. The participating agencies agree that FCSO vehicles will not be used to transport passengers unrelated to MACE TF business.
50. The FCSO will not be responsible for any tortious act or omission on the part of any participating agency and/or its employees or for any liability resulting from the use of a FCSO owned or leased vehicle utilized by MACE TF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
51. The FCSO shall not be responsible for any civil liability arising from the use of any FCSO owned or leased vehicle by MACE TF personnel while engaged in any conduct other than their official duties and assignments under this MOU.
52. To the extent permitted by applicable law, the City of South Fulton and the SFPD agrees to hold harmless the FCSO, for any claim for property damage or personal injury arising from any use of an FCSO owned or leased vehicle by MACE TF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

53. The FCSO and SFPD remain responsible for all personnel costs for their MACE TF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.



FULTON COUNTY SHERIFF'S OFFICE

MULTI-AGENCY CRIMINAL ENTERPRISE TASK FORCE

MEMORANDUM OF UNDERSTANDING

54. The FCSO is not responsible and will not reimburse to the City of South Fulton and the SFPD cost for overtime worked by personnel assigned to the MACE TF, as each Officer assigned will operate under the salary and compensation guidelines and policies of their respective governing agency.

PROPERTY AND EQUIPMENT

55. Property utilized by the MACE TF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the MACE TF will be maintained in accordance with the policies and procedures of the agency supplying the equipment or the MACE TF. Property damaged or destroyed which was utilized by MACE TF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of MACE TF, will be the financial responsibility of the agency supplying said property.

FUNDING

56. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that the host agency, FCSO, will appropriate funds for such expenditures.

FORFEITURES

57. The FCSO shall be responsible for processing assets seized for state or federal forfeiture in conjunction with MACE TF operations.
58. Asset forfeitures will be conducted in accordance with state or federal law, and the rules and regulations set forth by the MACE TF and the Fulton County District Attorney's Office. Forfeitures attributable to MACE TF investigations may be equitably shared with the agencies participating in the MACE TF.

DISPUTE RESOLUTION

59. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the MACE TF's objectives.
60. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.



FULTON COUNTY SHERIFF'S OFFICE

MULTI-AGENCY CRIMINAL ENTERPRISE TASK FORCE

MEMORANDUM OF UNDERSTANDING

MEDIA RELEASES

61. All media releases and statements will be mutually agreed upon and jointly handled according to FCSO and participating agency guidelines.
62. Press releases will conform to FCSO and Fulton County District Attorney's Office Guidelines regarding press releases. No release will be issued without FCSO final approval.

SELECTION TO MACE TF AND BACKGROUND INVESTIGATIONS

63. The Parties agree that personnel selected for participation in the MACE TF shall undergo a limited background investigation including a criminal history record review and a review of agency disciplinary files. If, for any reason, the MACE TF determines that an agency's candidate is not qualified or eligible to serve on the MACE TF, the participating agency will be so advised and a request will be made for another candidate.
64. Upon being selected, each candidate will receive a comprehensive briefing on MACE TF policies and procedures. During the briefing, each candidate will execute non-disclosure agreements as may be necessary or required by the MACE TF.
65. Upon departure from the MACE TF, each individual whose assignment to the MACE TF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

66. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the MACE TF.
67. The participating agency shall immediately notify the FCSO of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the MACE TF or otherwise relating to the MACE TF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the MACE TF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the MACE TF, the officer may request legal representation and/or defense by their respective agency under the circumstances and pursuant to the statutes and regulations identified in the Standard Operating Procedures for each participating agency.
68. Liability for any conduct by MACE TF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of FCSO and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

69. The term of this MOU is for the duration of the MACE TF's operations, contingent upon approval of the participating Agency Executives, but may be terminated at any time upon written mutual consent of the agency involved.



FULTON COUNTY SHERIFF'S OFFICE

MULTI-AGENCY CRIMINAL ENTERPRISE TASK FORCE

MEMORANDUM OF UNDERSTANDING

70. Any participating agency may withdraw from the MACE TF at any time by written notification to the MACE TF Commander with designated oversight for investigative and personnel matters at least 30 days prior to withdrawal.
71. Upon termination of this MOU, all equipment provided to the MACE TF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any MACE TF participation.

MODIFICATIONS

72. This agreement may be modified at any time by written consent of the duly authorized representatives of all involved agencies.
73. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

This MOU is hereby agreed to by the Fulton County Sheriff's Office and the City of South Fulton through the below duly authorized signatories:

Fulton County Sheriff

Date

City Manager
City of South Fulton

Date

City Attorney
City of South Fulton

Date

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council approval authorizing the City Manager, City Attorney and City Clerk to execute the Intergovernmental Agreement between the City of South Fulton and the City of South Fulton Development Authority for a period of one (1) year and shall automatically renew for five additional one-year terms unless terminated

DATE: September 28, 2021

SUBJECT: Request Council approval authorizing the City Manager, City Attorney and City Clerk to execute the Intergovernmental Agreement between the City of South Fulton and the City of South Fulton Development Authority for a period of one (1) year and shall automatically renew for five additional one-year terms unless terminated

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF SFDA IGA Rev (092321) Final	Cover Memo	9/24/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/28/2021		
Requesting Department City Manager's Office		Council District(s) Affected N/A
Requested Action Request Council approval authorizing the City Manager, City Attorney and City Clerk to execute the Intergovernmental Agreement between the City of South Fulton and the City of South Fulton Development Authority for a period of one (1) year and shall automatically renew for five additional one year terms unless terminated.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Staff recommends Council approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The City of South Fulton and the City of South Fulton Development Authority share a joint desire and ambition to spur economic redevelopment in various areas of the City. The purpose of this Intergovernmental Agreement is to establish certain parameters with respect to the City's involvement and support regarding the Authority's endeavors to facilitate the revitalization and development of underutilized and underdeveloped areas in the City.		
Funding Source (if applicable) TBD		
Financial Impact (if applicable) TBD		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval 		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval 

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF SOUTH FULTON
AND CITY OF SOUTH FULTON DEVELOPMENT AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into on this ____ day of _____, by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as the "City"), and the CITY OF SOUTH FULTON DEVELOPMENT AUTHORITY (hereinafter referred to as the "Authority"). City and Authority may be referred to each as ("Party") and collectively as the ("Parties").

WHEREAS, the City and the Authority share a joint desire and ambition to spur economic redevelopment in various areas of the City; and

WHEREAS, the City and the Authority wish to enter into this Agreement by which they may set forth in writing the parameters for their relationship in pursuing their joint ambitions and goals for the development of the City.

NOW, THEREFORE, in consideration of the promises, mutual covenants, mutual benefits and agreements contained herein, the Parties hereby agree as follows:

ARTICLE 1: PARAMETERS

- a. **Purpose.** The purpose of this Agreement is to establish certain parameters with respect to the City's involvement and support regarding the Authority's endeavors to facilitate the revitalization and development of underutilized and underdeveloped areas in the City, attract private investment, strengthen the City's economic base and tax digest, attract new industries, create jobs, benefit the residents and citizens of the City, and exercise its powers under O.C.G.A. § 36-62-1 et seq. (the Development Authorities Law) for the benefit of the City.
- b. **Staffing:** The City shall offer assistance to aid with the Authority's staffing operations as set forth below:
 1. **Clerical:** The City shall provide at least one staff member to assist the Authority with clerical functions, such minutes/agenda preparation, notices, polling, records maintenance and compliance with Georgia Open Meeting and Open Records laws.
 2. **Finance.** The City shall provide the Authority with finance support as needed by the Authority, which shall include assistance with budgeting, invoices, payments, annual audit review, bank account maintenance and assets of the Authority.
 3. **Staff Designations.** Upon request by the Authority, the City Manager may select additional City staff to aid the authority, at the City Manager's discretion and as City operations allow.
 4. If the Authority uses City staff person(s) for any of the described tasks or duties herein, the City will be responsible for paying a monthly stipend to the staff person(s)

at an amount to be determined by the City Manager within the parameters of the City budget.

- c. **American Rescue Funds:** The City hereby agrees to provide the Authority with American Rescue Plan Act funds, within **INSERT** days of the effective date of this Agreement, in the amount of **[INSERT AMOUNT]** Dollars, to be used by the Authority, solely for such purposes as allowable under the American Rescue Plan Act and applicable state and federal law. In using such American Rescue Plan Act funding, the Authority shall adhere to any such restrictions placed upon the City by state and federal law concerning the use of such funds. Distribution of American Rescue Funds are subject to City Council approval and availability of funds.
- d. **Meeting Space:** The Authority may utilize City property for meeting space and other operational needs, at the City Manager's discretion, and in accordance with the City's policies and regulations.
- e. **Future allocations:** The City may continue to appropriate funds for the Authority's future use, upon City Council approval and the availability of funds.
- f. **Financial Reporting:** The Authority, on a quarterly basis, shall present all of its financial activities, including but not limited to, operational costs, revenue, expenditures, loans, etc., to City Council or provide to the City Manager all the necessary and requested information for her monthly presentation to the City Council. All requested financial information should be submitted to the City Manager at least 1 week in advance prior to the scheduled City Council meeting for which the City Manager will make her monthly report.

ARTICLE 2: GENERAL PROVISIONS

- a. **ASSIGNMENT.** This Agreement may not be assigned without the express written consent of each Party to this Agreement.
- b. **NOTICE.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States certified mail, return receipt requested, or statutory overnight delivery, at the addresses set forth below:

To City of South Fulton:

City of South Fulton
Attn: City Manager
5440 Fulton Industrial Blvd., S.W.
Atlanta, GA 30336

Copy to:

City of South Fulton
Attn: Vincent Hyman, Esq.

5440 Fulton Industrial Blvd., S.W.
Atlanta, GA 30336

To: City of South Fulton Development Authority

City of South Fulton Development Authority
Attn: Hon. Mark Baker, Chairman
5440 Fulton Industrial Blvd., S.W.
Atlanta, GA 30336

Copy to:

Emilia Walker, Esq.
Fincher Denmark LLC
100 Hartsfield Centre Pkwy, Ste. 400
Atlanta, GA 30354

- c. STATE LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Georgia.
- d. PARTIES BOUND. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
- e. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.
- f. TIME OF ESSENCE. Time is of the essence of this Agreement.
- g. AMENDMENT. This Agreement may not be modified, amended in whole or in part in any manner other than by an agreement in writing duly signed and appropriately approved by all parties hereto except for it may be terminated at the sole discretion of City Council or for lack of funding.
- h. HEADINGS. The headings for each paragraph or section of this Agreement are for convenience of reference only and shall not be deemed a part of this. Agreement for the purposes of interpreting any provision of said Agreement.
- i. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

- j. DATES. If the final date of any time period or the date for the performance of any obligation hereunder falls upon a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia, then the time of such period or the time for the performance of such obligation shall be extended to the next day which is not a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia.
- k. EFFECTIVE DATE AND TERM OF AGREEMENT. The Effective Date of this Agreement shall be the date upon which it has been signed by all persons whose signature blocks appear below. The Term of this Agreement shall extend for a period of one (1) year and shall automatically renew for five additional one year terms, unless terminated by the City for its convenience or the Authority, upon sixty (60) days' written notice.

IN WITNESS WHEREOF, the City and the Authority as Parties hereto have caused this Agreement to be executed by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by the terms and provisions of this Agreement as of the Effective Date.

CITY OF SOUTH FULTON, GEORGIA

**CITY OF SOUTH FULTON DEVELOPMENT
AUTHORITY**

City Manager

Date: _____

Chairperson

Date: _____

ATTEST:

ATTEST:

City Clerk

Date: _____

Secretary-Treasurer

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Date: _____

Authority Attorney

Date: _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council approval to utilize the Statewide Agreement between the State of Georgia and American Document Securities, Inc. to procure Document Management Services in an amount not to exceed \$165,000 to be paid from FY2021 budget

DATE: September 28, 2021

SUBJECT: Request Council approval to utilize the Statewide Agreement between the State of Georgia and American Document Securities, Inc. to procure Document Management Services in an amount not to exceed \$165,000 to be paid from FY2021 budget

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
American Document Securities (Clerk)	Cover Memo	9/24/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/27/2021		
Requesting Department City Clerk	Council District(s) Affected NA	
Requested Action Authorize staff to utilize the Statewide Agreement between the State of Georgia and American Document Securities, Inc., to procure Document Management Services on behalf of the City Clerk's Office in an amount not to exceed \$165,000.00.		
Requirements for Council Action (City specific Council policy, statute or code requirement) City of South Fulton Procurement Code: All purchases of \$25,000.00 or more require Council Approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The City of South Fulton has been in existence for more than 3 years. The various departments such as Courts, Police, Code Enforcement, and CDRA produce a significant amount of sensitive documents creating the need for document management services (Exhibit A). American Documents Securities, Inc. has a Statewide Agreement (Exhibit B) with the State of Georgia for Document Management Services. The City now desires to utilize said Statewide Agreement to secure document management services at a rate not to exceed \$165,000.00, including contingency, for Phase 1 of service implementation.		
Funding Source (if applicable) Clerk Office Professional Services: 100-1130-52-0000		
Financial Impact (if applicable) \$165,000.00		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval <i>Corey Adams</i>		Finance Director Approval <i>Rachel Bembry</i> Rachel Bembry (Sep 22, 2021 12:37 EDT)
Assistant City Manager Approval 	City Attorney Approval <i>Vincent D. Hyman</i>	City Manager Approval <i>Tammi Saddleby Jones</i> 9/22/2021



Estimate of Services	
Prepared for:	
Company Name:	City of South Fulton
Address:	5440 Fulton Industrial Blvd SW
Address 2:	
City:	Atlanta
State	GA
Zip:	30336
Attention:	
Date:	7/20/2021

Client Initials: _____

ADS Initials: _____

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Estimate Cost Sheet

Date: 7/20/2021

Customer: City of South Fulton

Job Description: Box / Plan Sleeve Storage for all Departments Combined

Synopsis:

This Estimate includes all fees associated with the Intake and Retention Cost for moving all of the Departments that we looked at on the 15th to our Storage Facility. It includes the option for ADS to Pack and Index all of the documents or for City of South Fulton to Pack and Index the documents. Please keep in mind we can do either or a combination of both depending on what you want!

The Total Intake Cost (Far Right) - Includes the Purchase of the Box for the documents as well as the Intake Charge Estimates.

		Qty.			Cost	Line Item Total	Total Intake Cost
1	Buy New Box / Plan Bag	1090			\$2.95	\$3215.50	
2							
3	Intake- ADS Packs, Indexes	1090 Boxes			\$14.50	\$15805.00	\$19020.50 - ADS Pack
4							
5	Intake- City of S. Fulton Packs, Indexes	1090 Boxes			\$3.65	\$3978.50	\$7194.00 - S. Fulton Pack
6							
7	Monthly Retention	1612.48 Cubic Ft			\$0.285	***\$459.55***	

Client Initials: _____

ADS Initials: _____

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Terms & Conditions

This proposal/estimate is valid through 10/20/2021. Payment by check or credit card is due at the time of acceptance of this order.

**Please understand that this is an estimate of work, and we have calculated to the best of our knowledge. As with all estimates, the final could be more or less than originally planned. Any work outside the request will be treated per standard agreement with customer or standard terms with ADS.*

Acceptance: the parties hereby indicate their acceptance of the terms above by the signature of their authorized representatives:

Client Name:	City of South Fulton
Authorized Signature:	
Print Name:	
Title:	
Date Signed:	
	American Document Securities, Inc.
Authorized Signature:	
Print Name:	Renee Keener
Title:	President
Date Signed:	

Upon your acceptance of this proposal, please sign and either fax, mail or email a copy to:

American Document Securities, Inc.
 565 Columbia Drive, Carrollton, GA 30117
 Fax: 770.832.9416
 Email: renee@askads.net

Client Initials: _____

ADS Initials: _____

PAGE 3



State of Georgia
Department of Administrative Services
Document Management Services – SWC 99999-001-SPD0000135-0001

SERVICE ORDER:

Hereinafter known as “Company”:				Hereinafter known as “Customer”:			
Name	American Document Securities, Inc.			Name	City of South Fulton		
Address	565 Columbia Drive	State:	GA	Address	5440 Fulton Industrial Blvd SW	State	GA
City	Carrollton	Zip:	30117	City	Atlanta	Zip	30336

This Service Order is a “Purchase Instrument” as defined in the Statewide Contract is made pursuant to the Statewide Contract. All terms and conditions of the Statewide Contract are incorporated into this Service Order and made a part thereof. This Service Order consists of this page, together with the following Exhibits/Schedules, which shall apply only to the engagement contemplated by this Service Order. Requested changes to this agreement during its term at the discretion of the vendor and SPD to accept.

American Document Securities will provide the following services for referenced customer.

Please check one or more services desired:	
Document Destruction Services	☐
Storage Services	☐
Imaging Services	☒
Data Vaulting Services	☐

Attached Exhibits:	
Exhibit A:	☐ Shredding Services - SOP
Exhibit B:	☐ Storage Services - SOP
Exhibit C:	☒ Imaging Services - SOP
Exhibit D:	☐ Data Vaulting Services - SOP
Fee Schedules:	☐ Authorized User’s Fee Schedules
Personnel List:	☐ Authorized Personnel List

IN WITNESS WHEREOF, the parties have executed this Service Order to the above-mentioned Statewide Contract as of this date			
Agency Name:		Company:	American Document Securities, Inc.
Signature:		Signature:	
Agency Authorized User:		Name:	Renee Keener
Title:		Title:	CEO
Date:		Date:	



American Document Securities, Inc.

Exhibit C (continued)
Imaging Services
STANDARD OPERATING PROCEDURES

1. Customer will allow Company to inspect box and/or current storage conditions upon requesting an estimate for imaging. Company needs to do a "prep" test on some boxes to determine an estimate on prep charges.
2. Company will place hard copy records in the record center. All records will be securely stored at no charge for a period of 30 days from the date the scanned records are delivered to the Customer. After the 30-day data review period has expired the Customer will receive for approval, a Hard Copy Destruction Form with a detailed list of the media numbers and their corresponding box numbers.
3. Customer will either destroy the imaged records as authorized or place them in Customer's off-site record management. Should you decide to maintain these records after the 45 days, the customary off-site record management rates for storage, adding the container to the database tracking system etc. will apply.
4. It is recommended that all data contained on the media be copied to a secure hard drive with regularly scheduled backups. Company does not warrant the integrity of data contained in Customer files and will be held harmless for any consequential damages that may arise as a result of data within those files.
5. All such items will be itemized separately on each invoice. Should any other conditions involving extra labor in the completion of the document imaging project occur, Company agrees to notify Customer immediately to clarify details of the project.
6. Due to the sensitive nature of imaging, and the uncertainty of the age and print of the pages to be imaged, no warranties will be given on any job for readability of the image taken; all efforts will be made for the best quality available from the documents given to us. Warranties are only given on situations in our control such as documents sticking together, bent corners, etc. - with any of these cases we will gladly redo any images needed at no charge so long as they remain in our possession. It is recommended that all data contained on the media be copied to a secure hard drive with regularly scheduled backups. Company does not warrant the integrity of data contained in customer files.

**American Document Securities, Inc.
Exhibit C (continued)
Imaging Services
INDUSTRY IMAGING PROJECT PLAN (Example)**

STAGE ONE

1. **Visit to location of boxes**
 - 1.1. Count of boxes and sizes
 - 1.2. Condition of boxes
 - 1.3. Condition of shelving
 - 1.4. Condition of building
 - 1.5. Access to building
 - 1.5.1. Access requirements – building, docks, need for badges, escort, etc
 - 1.6. Prep costs visual
 - 1.6.1. Prep – view a few files; how many binders, staples, etc to be removed.
2. **On-site Requirements (If required)**
 - 2.1.1. On-Site imaging requirements if any
 - 2.1.2. Adequate power supply for scanners
 - 2.1.3. Adequate conditioned air
 - 2.1.4. Adequate space for job requirements
 - 2.1.5. Access to building requirements
 - 2.1.6. Available working hours
 - 2.1.7. Wi-Fi availability
 - 2.1.8. Adequate work force availability
3. **Customer requirements for imaged documents**
 - 3.1. Archival imaging
 - 3.2. OCR Requirements – Optical Character Recognition
 - 3.3. Fields –
 - 3.3.1. How to file - name, ID number, social number, etc.
 - 3.3.2. Number of fields per folder and/or subfolder
 - 3.4. Deliverables
 - 3.4.1. Delivery of imaged documents in hard drive, thumb drive, Cloud, etc.
 - 3.5. Copies are needed:
 - 3.5.1. Check size of documents
 - 3.5.2. Check number of file folders
 - 3.5.3. Number of sticky notes
 - 3.5.4. Torn paper
 - 3.6. Flatbed Scanning
 - 3.7. Oversized Images
 - 3.8. Cloud or Server needs
4. **Time testing of Prep of the worst boxes**
 - 4.1. Such as old documents, onion skin, scripts, shingled charge sheets, etc.

STAGE TWO

1. Bidding Process
2. Discussions/Negotiations
3. Acceptance of Proposals
4. Plan of Action

STAGE THREE

1. Production
 - 1.1. Hire employees
 - 1.2. Determine scanner needs
 - 1.3. Copiers
 - 1.4. Tools required for prep
 - 1.5. Software choices according to customer requirements

		Date: 07/19/2021	Agency: City of South Fulton - All Combined				
Assumptions:							
For all Departments looked at on the 15th of July. Estimate 494 Boxes/Plan Bags of Scanning							
American Document Securities, Inc., 565 Columbia Drive, Carrollton, GA 30117 770.834.2356		Scanning services		Qty	Regular Price	DOAS Pricing	Estimate
Document Imaging Fees:							
1 Paper Scanning Service							
Service Description		DPI	Color	*Note: double sided pages considered two images			
1	Letter/ Legal size Scanning - Auto feed - Tiff or PDF output	Up to 300 DPI	B&W	Image	\$ 0.15	\$ 0.113	
2	Tiny Paper or damaged paper photo copying		B&W	Image	\$ 0.15	\$ 0.113	
3	Oversized Images (>8.5"X14") Maps, bldg plans, etc.		B&W	Sq ft	\$ 4.00	\$ 3.00	
4	Letter/ Legal size Scanning - Auto feed - Tiff or PDF output	Up to 300 DPI	Color	Image	\$ 0.20	\$ 0.08	\$ 63,102.96
5	Tiny Paper or damaged paper photo copying then scanning	Up to 300 DPI	Color	Image	\$ 0.35	\$ 0.263	
6	Oversized Images (>8.5"X14") Maps, bldg plans, etc.	Up to 300 DPI	Color	Image	\$ 6.00	\$ 1.95	\$ 35,743.50
7	Flatbed Scanning up to 8.5"X14", 600 dpi	Up to 300 DPI	Color	Image	\$ 0.60	\$ 0.450	\$ 3,637.80
8	Flatbed Scanning 8.5"X11", 300 dpi		B&W	Image	\$ 0.40	\$ 0.300	
9	Flatbed Scanning up to 8.5"X14", 300 dpi		B&W	Image	\$ 0.50	\$ 0.375	
10	Flatbed Scanning up to 11"X17", 300 dpi		B&W	Image	\$ 0.75	\$ 0.563	
11	Barcode Sheet Creation / Insertion			Sheet	\$ 0.11	\$ 0.083	
12	*Document Preparation & Index planning labor			Image	\$ 0.03	\$ 0.019	\$ 15,479.30
*Document Preparation - Staple pin and paper clips removal, u n-binding, any sorting, duplicate page removal, photo copy labor cost.							
All fees listed below are additional fees to add to any scanning services above.							
2 OCR Services							
1	OCR - PDF output with searchable text			Image	\$ 0.03	\$ 0.02	
2	Zone OCR or Barcode Reading for Indexing or Data Capture			Per/Field	\$ 0.10	\$ 0.08	
3 Document Index Field Creation:							
When Documents are captured, each index or data entry field is used for pricing. All fees are in addition to imaging charges.							
1	Per Field < 15 characters - Data Entry	Single entry		1 Field	\$ 0.190	\$ 0.143	
2	Per Field > 16 & < 35 characters - Data Entry	Single entry		1 Field	\$ 0.250	\$ 0.188	\$ 3,289.06
3	Per Field > 35 character and less than 65 characters - Data Entry	Single entry		1 Field	\$ 0.450	\$ 0.338	\$ 2,575.27
4 Professional Services - Hourly rates							
Professional Services / Consulting / Scanning & Data Entry Hourly Rates							
1	Quality check supervisor	Off-Site		Per Hour	\$ 85.00	\$ 63.75	\$ 15,746.27
2	General Consulting	Off-Site		Per Hour	\$ 85.00	\$ 63.75	
4	Forms Processing - Data Entry Module development	Multi-site		Per Hour	\$ 95.00	\$ 71.25	
5	Data Export / Import Module development	Multi-site		Per Hour	\$ 110.00	\$ 82.50	
5 *Transportation							
1	Pick up/transport records to be imaged	<25 miles	Per truck	Trip	\$ 45.00	\$ 33.75	
2	Pick up/transport records to be imaged	>26 miles/ <50 miles	Per truck	Trip	\$ 65.00	\$ 48.75	\$ 1,657.50
3	Pick up/transport records to be imaged	>51 miles/ <200	Per truck	Trip	\$ 125.00	\$ 93.75	
4	Pick up/transport records to be imaged	>201	Per truck	Trip	TBD		
*From base at 565 Columbia Drive, Carrollton, GA 30117							
6 Additional							
1	New Box Charges - double wall industry standard box		Each	Box	\$ 5.50	\$ 2.95	\$ 1,457.30
2	Deliverables	Master Hard /Thumb drive		Each	\$ 25.00	\$ 90.00	\$ 330.00
3	Pack Box Labor			Box	\$ 6.00	\$ 4.50	\$ 2,223.00
4	Document Destruction covered on separate pricing schedule					N/A	
5	Automated Image Compression, Cleanup, blank page removal			1 Page	\$ 0.03	\$ 0.02	
6	Box Replication - process of carefully replacing contents of each box back to original as it came to us. No warranties are given.			1.2 cube box	\$ 450.00	\$ 337.50	
7	Web Repository Storage/Set Up				TBD		
8	Web Repository Hosting				TBD		
9	Monthly Record Storage			Cubic Ft	\$ 0.33	\$ 0.285	
Total estimate:							\$ 145,241.96

	Date:	Agency:
	7/19/2021	City of South Fulton

Disclaimer: Due to the sensitive nature of imaging, and the uncertainty of the age and print of the pages to be imaged, no warranties will be given on any job for readability of the image taken; All efforts will be made for the best quality available. Warranties are only given on situations in our control such as documents sticking together, bent corners, etc. - with any of these cases we will gladly redo any images needed at no charge. It is recommended that all data contained on the media be copied to a secure hard drive with regularly scheduled backups. American Document Securities, Inc. does not warrant the integrity of data contained in client files and will be held harmless for any consequential damages that may arise as a result of data within those files.

In signing below, understand that this is an estimate of work, and we have calculated to the best of our knowledge. As with all estimates, the final could be more or less than originally planned. Any work outside the request will be treated per statewide contract pricing above with customer and ADS.

Agency:	City of South Fulton
Authorized Signature:	
Print Name:	
Title:	
Date Signed:	

Assumptions:

Line Assumptions below are based off of all departments. Please see the Scanning by Departments Spreadsheet for a breakdown of all figures per department.

Assumptions per line:

- 1.4- Estimate 788,787 regular scans
- 1.6- Estimate 18,330 Oversized Images/Plans
- 1.7- Estimate 1% or 8084 Flatbed Scans
- 1.12- Estimate 814,700 total pages to prep
- 3.2- Estimate 17495 files to Index at less than 36 characters. City Court Tickets and HR sub folders elevated this number
- 3.3- Estimate 7620 Files to Index at more than 36 characters
- 4.1- Estimate 247 Hours of QC
- 5.2- Estimate 35 Total Trips. 25 For Small batches of Permitting and 10 for rest of departments though some could be combined.
- 6.1- Estimate 494 Boxes/Bags
- 6.2- Estimating 2 Hard Drives and 8 Thumb Drives. Could just do HD's if all departments data can be combined.
- 6.3- Estimate Packing of 494 Boxes.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council approval to authorize the City Manager to execute a contract with Central Square to purchase and implement a new Records Management Solution (RMS) for the South Fulton Police Department in an amount not to exceed ____

DATE: September 28, 2021

SUBJECT: Request Council approval to authorize the City Manager to execute a contract with Central Square to purchase and implement a new Records Management Solution (RMS) for the South Fulton Police Department in an amount not to exceed ____

REFERENCE:

CONCLUSION:

BACKGROUND:

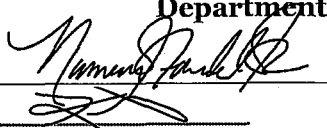
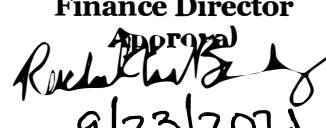
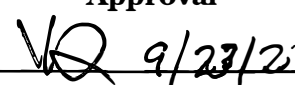
FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Central Square Records Management System (Police and IT)	Cover Memo	9/24/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/28/2021		
Requesting Department Information Technology/Police		Council District(s) Affected All
Requested Action This is a request for approval to purchase and implement an new Records Management Solution (RMS) with Central Square. Fulton County currently provides our RMS service that does not currently meet the needs of the City.		
Requirements for Council Action (City specific Council policy, statute or code requirement) The requested action is for the approval to purchase and implement a new RMS.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The City of South Fulton Police Department is seeking to replace the current record management system (RMS). The current RMS is hosted by Fulton County and is it is our desire to separate this service to allow for more focus towards the goals of the Police Department. The department has vetted several companies and has selected Central Square Enterprise to provide a new RMS that will meet our needs. The Information Technology Department has reviewed the specifications and functionality of the selected software and is in full support of this selection. If approved, the software will enhance the current capability of the department in the areas of emergency response, police analytics, public accessibility and overall service delivery. This is a 9 to 12 month project and the funding has been requested as apart of the approved FY22		
Funding Source (if applicable) 100.1535.52.1301		
Financial Impact (if applicable) Not to exceed \$685,000 in FY2022		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval  Keith Meadows (Sep 27, 2021 16:48 EDT)		Finance Director Approval  9/23/2021
Assistant City Manager Approval 	City Attorney Approval  9/23/21	City Manager Approval 

A Public Safety Software Solution

South Fulton Police Department
Atlanta, GA

Public Safety Suite – Enterprise



August 2, 2021

Chief of Police Keith Meadows
South Fulton Police Department
5440 Fulton Industrial Boulevard
Atlanta, GA 30366

Dear Chief Meadows,

CentralSquare Technologies (CentralSquare) is pleased to provide this proposal to South Fulton Police Department (SFPD) for its public safety software solution. As a follow-up to recent discussions, this proposal will give SFPD additional insight into CentralSquare and its Public Safety Suite – Enterprise.

CentralSquare and its solutions are distinguished in a number of ways:

- A focus on public safety software.
- Providing public safety software tools that enable agencies to streamline their time, improve officer and civilian safety, and maximize intelligence and data reuse.
- Software applications determined to remain on the leading edge of technology through continual enhancement of the design, usability, and mobile experience of the Public Safety Suite – Enterprise.
- Interconnected solutions—backed by more than 27 years' experience and over 7,500 successful system deployments—help agencies collaborate for better coordination and smarter government operations.
- An exceptional customer list of top-tier public safety agencies supporting three in every four residents in North America.

This proposal updates the document provided on July 12, 2021, with updated pricing.

SFPD must maintain an active maintenance contract on their current system through Go Live of the new system to be eligible for the upgrade credit.

CentralSquare stands behind its commitment to deliver the required solution and complete the project with the same zealous pledge to customer support and service that we are known for throughout the U.S.

Sincerely,

A handwritten signature in black ink that reads "Julie Ward".

Julie Ward
Account Executive
julie.ward@centralsquare.com
864.414.2207

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Non-Disclosure Statement

The terms and conditions contained in this proposal will automatically expire December 30, 2021, unless renewed, extended, or terminated earlier by written notice from CentralSquare Technologies, LLC. Unless otherwise stated, taxes that may be applicable are not reflected and will need to be paid by the client.

Any modification pricing provided in this proposal is an estimate only. Detailed analysis of your specific requirements is needed prior to providing exact pricing.

If applicable, the prices for hardware and system software products and services are subject to change and are submitted for your information only. The terms and policies of the hardware vendor govern any portion of this proposal related to hardware and system software products and services.

If applicable, the prices and information on any third-party products and services are subject to change and are submitted for your information only. The terms and policies of any third-party vendor govern all portions of this proposal related to those products and services.

This proposal is protected by copyright law and contains proprietary information and confidential trade secrets belonging to CentralSquare. This proposal is furnished and accepted on the express condition that portions of it shall not be duplicated or disclosed, in whole or in part, except to your staff and agents when necessary for evaluation purposes, without prior written consent of CentralSquare. Those confidential portions include, but are not limited to, pricing and client lists. All such proprietary information is clearly marked for your convenience. Any portions of this proposal that are not marked proprietary or confidential shall be available for public disclosure.

CONFIDENTIAL AND PROPRIETARY

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Company Overview

Formation of the Company

In 2018, the merger of Superion, TriTech Software Systems (TriTech), and Aptean resulted in CentralSquare Technologies, LLC (CentralSquare).

TriTech and its subsidiaries brought more than 27 years of experience in developing innovative software solutions for public safety agencies into its merger to CentralSquare. Today, CentralSquare serves over 7,600 organizations with its solutions.

Today, CentralSquare is an industry leader in public safety and public administration software, serving organizations from the largest metropolitan city to counties and towns of every size across North America. Its technology platform provides solutions for public safety, including 9-1-1, computer-aided dispatch, records management, mobile, citations, evidence management, and corrections. For public administration agencies, CentralSquare provides software for finance, human capital management, payroll, utility billing, citizen engagement, asset management, regulatory compliance, and community development. CentralSquare's broad, unified, and agile software suite serves three in four citizens across North America. CentralSquare's mission is to build safer and smarter communities.

The 2018 merger that formed CentralSquare presented an opportunity that few, if any, vendors in the public safety software arena have seen: the opportunity to select the best of breed products from a vast portfolio of applications to form an integrated solution with superior functionality for each entity within the client organization. Looking at CentralSquare's products, SFPD will find that the proposed solution has been designed around technologies and with the features and user experience to best meet the objectives of the end user. The products are very different at the application level; what makes the Public Safety Suite – Enterprise a seamless solution is the integration and several shared components. has worked tirelessly to improve and expand CentralSquare Public Safety Suite – Enterprise into the best in class solution it is today.

CentralSquare's corporate office is located in Lake Mary, Florida, with four additional Centers of Excellence located in High Point, North Carolina; Wilmington, North Carolina; Sioux Falls, South Dakota; and Decorah, Iowa. More than 760 employees support the Public Safety Suite – Enterprise.



Customer Base and User Conference

CentralSquare hosts an annual conference that is designed to encourage CentralSquare's customers to engage with its dynamic community. Attendees explore CentralSquare's latest innovations and solutions while learning more effective, efficient uses for their software applications. More than a training event, this users' conference provides agencies with the opportunity to hear from industry experts, share achievements, and experience the collaboration between CentralSquare staff and customers.

Financial and Legal Position

CentralSquare is a large company with significant scale and a strong financial position. The company has strong profitable cash flows, expanding EBITDA margins, and increasing organic revenue growth. CentralSquare also continues to invest for additional growth. CentralSquare's cash balance and overall financial condition also remains robust.



Why Public Safety Suite – Enterprise?

REDUCE REDUNDANT TASKS. The Public Safety Suite – Enterprise applications drastically reduce redundant tasks and all but eliminate the opportunity for error. Common fields transfer from one application to the next over the life of the incident with a single common case number. The solution is designed to allow any user—officer, dispatcher, investigator—to select previously entered information and reuse it in a current report or task.

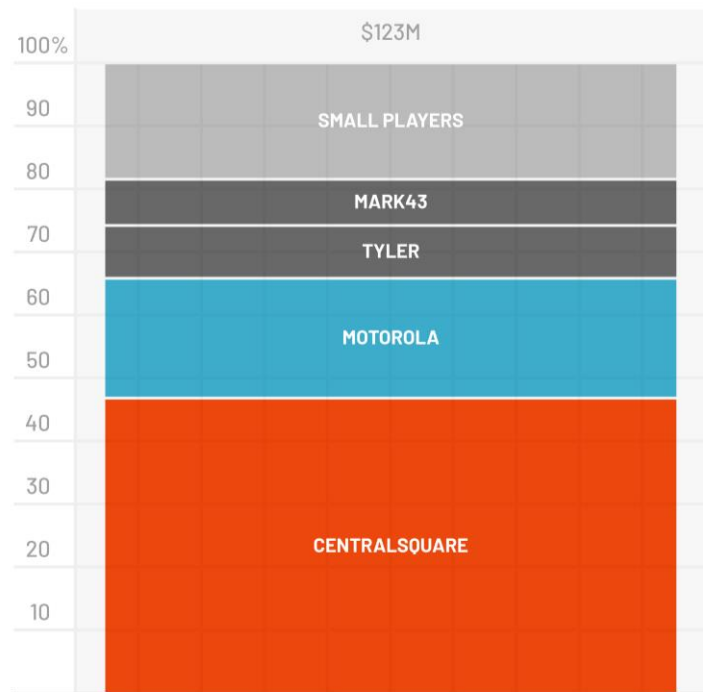
IMPROVE SAFETY. CentralSquare's solutions improve responder safety by alerting the dispatcher and the officers of dangerous situations. All Public Safety Suite – Enterprise applications can query a central Master Name file. Query returns immediately notify users of any incidents, issues, or alerts associated with a name, allowing informed responses, and improving officer safety.

CONFIGURABLE AND RELIABLE. The modular architecture of a CentralSquare solution contributes to its high availability, high configurability, optimal reliability, exceptional performance, system-level redundancy, and maximum value. The solutions are designed to provide the most innovative applications in the most current technology environment.

POWERFUL DATA SHARING. CentralSquare's solution uses the National Information Exchange Model (NIEM) in its design. CentralSquare conforms to NIEM where supported by the interfaced system. CentralSquare's NIEM-compliant exchanges are designed, implemented, and shared through Information Exchange Package Documentation (IEPD).

PROVEN INNOVATION. CentralSquare's solution is based upon an integrated suite of easily upgradable and scalable commercial off-the-shelf (COTS) application modules and commodity hardware products. These components allow for a quick response to the changing needs while minimizing the risk of hardware and software obsolescence. The Public Safety Suite – Enterprise is engineered to operate on any conventional or virtualized computer platform compliant with Microsoft Windows operating system software and Microsoft SQL Server relational database management system software, proven technology that means SFPD's investment is secure.

US CAD / RMS Market (License fee value 2018 & 2019)



Agencies are selecting CentralSquare CAD+RMS 4Xs more than Motorola, 8Xs more than Tyler, and 9Xs more than Mark43.

Source: Hermitage Partners Market Study August 2019



Public Safety Suite – Enterprise Overview

Records Enterprise

Records Enterprise is a multi-jurisdictional, functionally rich solution that seamlessly integrates records management, property and evidence management, accident report management, investigative case management, crime and trend analysis, statistical reporting, and other key functions, including UCR or NIBRS reporting to the State. Records Enterprise allows users to quickly locate information related to subjects or criminal activity through an intuitive and user-friendly interface; quickly capture and view subject and crime scene images and produce line-ups with minimal effort. Records Enterprise provides an additional layer of protection by notifying users of warnings or alerts associated with individuals, and warnings for outstanding warrants, civil papers, and stolen property.



Interfaces

CentralSquare 's successful experience with more than 7,600 integration initiatives across the public safety spectrum is evident in virtually every CentralSquare project and includes:

- Innumerable local, regional, and statewide criminal justice exchanges, including National Data Exchange (N-DEx), Legal Information Exchange (LInX) and many others
- More than 50 operational CAD-to-CAD interfaces
- Standardized interfaces to dozens of third-party hardware and software systems
- An exhaustive library of configurable data publishers and data consumers

In addition to the comprehensive suite of applications proposed, CentralSquare's solution for SFPD includes interfaces to, and integration with, several ancillary technologies. The inherent interoperability of the CentralSquare solution will provide SFPD with increased efficiencies and streamlined data flow to operate with the other systems in which SFPD has invested.



CentralSquare Auxiliary Applications – Overview

CentralSquare has a number of adjunct applications that can provide functionality that complements the Public Safety Suite – Enterprise in providing depth and breadth to SFPD's public safety software technology and the capability to provide more broad-spectrum support to SFPD's personnel and the communities they serve and protect.

Community Data Platform

The CentralSquare Community Data Platform (CDP) is a free data warehouse solution designed specifically to encourage data sharing between agencies. Each agency that signs up for the service is able to push CAD and RMS incident information to this repository, exposing only the data that they choose. This information is then made available to other agencies accessing the service.

CrimeMapping.com

CrimeMapping.com helps law enforcement agencies keep the public updated on recent criminal activity. By searching an address, feature (such as a school or park), or agency, citizens can get detailed and timely crime data information. Law enforcement agencies can also elect to include sex offender data on CrimeMapping.com.

Public Safety Suite – Enterprise Implementation

The Public Safety Suite – Enterprise solution is implemented by experienced experts from CentralSquare. This implementation methodology has been refined and optimized over the past several years. This standard implementation process is designed for deployment of Commercial Off-the-Shelf (COTS) solutions for public safety clients in mission-critical environments.

The process follows the Project Management Institute (PMI) general guidelines for project management to deliver a high quality, cost-effective project implementation process that ensures successful installation. This methodology includes a highly refined professional services component with a matrix



engagement of specialized personnel (such as Business Consultants and Trainers) who lead a consultation-driven methodology to optimize the COTS solution for SFPD's operations.

CentralSquare's implementation process starts with project initiation and planning phases that focus on solution and scope definition, assembling the project teams, and planning for the project execution. The execution phase focuses on the core approach for deployment of each system and related interface(s) and includes the following elements:

- Operational/requirements review
- Data gathering and configuration phase
- Validation of the setup
- Workflow and unit testing

This consistent approach, along with CentralSquare's proven training and cutover process, provides the controls that will ensure a successful project for SFPD.



Training

CentralSquare collaborates with agencies to present a comprehensive training program that meets their individual training and operational needs. Training takes place during the week(s) of installation at the site and covers call takers, supervisors, and system administrators. The classes are scheduled based on participant availability and call center needs.

Training is hands-on and employs simulations using data, processes, and information relevant to the call center. CentralSquare uses production configurations and environments for training that match those of the call center because the most productive and successful training sessions occur when agents and supervisors can relate the training to their jobs.

Testing

CentralSquare uses standard acceptance testing methodology designed to allow clients to thoroughly evaluate and verify the functionality of the software applications deployed. Following installation and prior to any testing, CentralSquare provides agencies with a Task Completion Report (TCR) signifying the completion of the installation.

CentralSquare conducts the Functional Acceptance Testing (FAT) for each of the system components such as CAD Enterprise, Mobile Enterprise, Records Enterprise, and each of the interfaces. The purpose of the FAT is to test specific functionality and to formally document that the products provide the required functionality according to the Agreement between SFPD and CentralSquare.

CentralSquare conducts extensive QA testing (unit tests, regression tests, and load tests) on each version of its products prior to release; however, these tests are performed in CentralSquare's QA lab and are not specific to a client's configuration. The purpose is to test the functionality of its products based on their design, and under a load that mimics the maximum load at CentralSquare's largest client sites. Should SFPD encounter performance issues with any of the proposed software applications that degrade the productive use of the system, CentralSquare will work with SFPD's project personnel to isolate and correct the problem.

Once configuration and data conversion are complete for Jail Enterprise, the CentralSquare project team will guide the SFPD through end-to-end user testing of the configured software. The goal of System Review is to confirm that the configuration is complete and fits the SFPD's needs at all levels. It has proven to be beneficial to have non-SFPD build team members complete System Review.



Public Safety Suite – Enterprise Maintenance and Support

Maintenance

For the licensed Public Safety Suite – Enterprise applications, the annual support maintenance agreement includes software fixes, patches, upgrades, and new version releases. New applications or modules that are separately licensed and priced are not included in updates.

Public Safety Suite – Enterprise is enhanced via incremental version releases and service packs throughout the product life cycle. CentralSquare typically provides updates or service packs to its products on a quarterly schedule. These are released to address software issues and minor enhancements to the product line. Version releases are typically scheduled once or twice each year and address larger functional or technical enhancements. Clients are expected to stay within one year of the current release.

Software upgrades are performed with the assistance of a Technical Services Engineer (TSE) and a designated agency contact. When a new software release becomes available for general release, a TSE schedules time to review the software release notes with the agency. This will ensure that the agency is aware of the new features, enhancements, and defect repairs included with the software release. Once the agency reviews and agrees to proceed with the upgrade, the TSE schedules a mutually agreed upon date and time for the software upgrade.

Support

The Public Safety Suite – Enterprise software support services are provided from the company's National Support Center where knowledgeable, cross-trained staff can handle peak periods and serve as a backup to product line support teams that ensure day-in and day-out uninterrupted support.

The National Support Center website provides clients with a comprehensive knowledge base, up-to-the-minute status on all service requests, and software documentation, including user guides, white papers, and notices designed to enhance productivity with the Public Safety Suite – Enterprise.



Public Safety Suite – Enterprise References

DeKalb County Police Department, Georgia	
Address, City, State	1300 Commerce Drive, Decatur, GA 30030
Contact	Major Douglas Bentley, (770) 724-7471 or dmbentley@dekalbcountyga.gov
Client Since	2013
Population Served	724,000
Products	CAD Enterprise, Mobile Enterprise, and Records Enterprise

Gwinnett County Department of Information Technology Services, Georgia	
Address, City, State	75 Langley Drive, Lawrenceville, GA 30046
Contact	Sheryl A. Contois, (770) 822-8232 or sheryl.contois@gwinnettcounty.com
Client Since	2017
Population Served	907,000
Products	CAD Enterprise, Mobile Enterprise, Records Enterprise, IQ CrimeView, IQ FireView, IQ NEARme, and IQ Search

Clayton County Police, Georgia	
Address, City, State	9181 Poston Road, Jonesboro, GA 30238
Contact	Kierstin Wolfe, (770) 477-3724 or kierstin.wolfe@claytoncountyga.gov Kenyetta Avery, (770) 473-3972 or kenyetta.avery@claytoncountyga.gov
Client Since	1997
Population Served	216,500
Products	Police-to-Police, CryWolf, Records Enterprise, IQ CrimeView, and IQ Search



Public Safety Suite – Enterprise Pricing

CentralSquare is pleased to provide the following price proposal for SFPD

Proposed Pricing



Quote prepared on:

July 30, 2021

Quote prepared by:

Julie Ward

julie.ward@centralsquare.com

Quote #: Q-21665

Primary Quoted Solution: PSJ Enterprise

Quote expires on: December 30, 2021

Quote prepared for:

Keith Meadows

City of South Fulton

5440 Fulton Industrial Blvd

Atlanta, GA 30366

(404) 761-3131

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

RMS

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
CentralSquare Message Switch Subscription Annual Subscription Fee	1	8,600.00	- 4,300.00	4,300.00
Enterprise Records Accident Annual Subscription Fee	1	5,100.00	- 2,550.00	2,550.00
Enterprise Records Base Annual Subscription Fee	235	700.00	- 24,675.00	139,825.00
Enterprise Records Evidence and Barcoding Annual Subscription Fee	1	5,100.00	- 2,550.00	2,550.00
Enterprise Records GIS (without CAD) Annual Subscription Fee	1	7,300.00	- 3,650.00	3,650.00
Enterprise Records Reporting Server Annual Subscription Fee	1	1,000.00	- 500.00	500.00
Enterprise RMS NIBRS Module Annual Subscription	1	9,700.00	- 4,850.00	4,850.00
Enterprise RMS Odyssey by Tyler (Court Case Mgmt.) Interface Annual Subscription	1	7,600.00	- 0.00	7,600.00
Records Enterprise API Annual Subscription Fee	1	5,800.00	- 2,900.00	2,900.00
Standard Arrest and Incident Publisher Annual Subscription Fee	1	3,700.00	- 1,850.00	1,850.00
Standard Citation Publisher Annual Subscription Fee	1	3,700.00	- 1,850.00	1,850.00





Quote prepared on:
July 30, 2021

Quote prepared by:
Julie Ward

julie.ward@centralsquare.com

Standard Crash Publisher Annual Subscription Fee	1	3,700.00	- 1,850.00	1,850.00
Standard Incident Publisher Annual Subscription Fee	1	3,700.00	- 1,850.00	1,850.00
Software Subtotal				229,500.00 USD
Discount				- 53,375.00 USD
Software Total				176,125.00 USD

IQ P2P P2C CDP

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
CDP Crimemapping.com Annual Subscription Fee	1	1,200.00	- 1,200.00	0.00
CDP Search Annual Subscription Fee	1	1,100.00	- 1,100.00	0.00
CrimeView Analytics: Informative (3 years data) CST System Subscription	1	3,350.00	- 0.00	3,350.00
CrimeView Analytics: Standard (3 years data) CST System Subscription	1	5,100.00	- 0.00	5,100.00
IQ CrimeView Advanced Reports Annual Subscription Fee	1	6,500.00	- 0.00	6,500.00
IQ Search One Year Subscription Annual Subscription Fee	1	2,200.00	- 0.00	2,200.00
ONESolution Police-to- Citizen Annual Subscription Fee	1	7,000.00	- 0.00	7,000.00
ONESolution Police-to- Police Annual Subscription Fee	1	5,000.00	- 0.00	5,000.00
Software Subtotal				31,450.00 USD
Discount				- 2,300.00 USD
Software Total				29,150.00 USD

SOFTWARE SUMMARY

Software Subtotal	260,950.00 USD
Software Discount	- 55,675.00 USD
Software Total	205,275.00 USD

WHAT SERVICES ARE INCLUDED?

MORE INFORMATION AT CENTRALSQUARE.COM





Quote prepared on:

July 30, 2021

Quote prepared by:

Julie Ward

julie.ward@centralsquare.com

SVCS

DESCRIPTION	TOTAL
Enterprise RMS GIS Remote Implementation Services	0.00
Enterprise RMS GIS Remote Implementation Services	0.00
Enterprise RMS Routing/GIS Server Implementation	0.00
Enterprise RMS Standard Data Conversion	0.00
Estimated Travel & Living Enterprise PSJ	12,585.00
Public Safety Consulting Services - Fixed Fee	109,980.00
Public Safety Data Conversion Services - Fixed Fee	72,150.00
Public Safety GIS/Analytics Services - Fixed Fee	41,925.00
Public Safety Project Management Services - Fixed Fee	69,225.00
Public Safety Technical Services - Fixed Fee	55,575.00
Public Safety Training Services - Fixed Fee	20,280.00
Services Total	381,720.00 USD

SERVICES SUMMARY

Services Total	381,720.00 USD
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WHAT HARDWARE IS INCLUDED?**MUGSHOT HW**

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Enterprise RMS			
Mugshot/Photo Camera Hardware	2	1,155.70	2,311.40
Shipping & Handling TTZ	2	35.00	70.00
Hardware Total			2,381.40 USD

HARDWARE SUMMARY

Hardware Total	2,381.40 USD
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MORE INFORMATION AT CENTRALSQUARE.COM





Quote prepared on:

July 30, 2021

Quote prepared by:

Julie Ward

julie.ward@centralsquare.com

QUOTE SUMMARY

Software Subtotal	260,950.00 USD
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Services Subtotal	381,720.00 USD
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Hardware Subtotal	2,381.40 USD
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Quote Subtotal	645,051.40 USD
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Discount	- 55,675.00 USD
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Quote Total	589,376.40 USD
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WHAT ARE THE RECURRING FEES?

MORE INFORMATION AT [CENTRALSQUARE.COM](https://www.centralsquare.com)





Quote prepared on:
July 30, 2021

Quote prepared by:
Julie Ward
julie.ward@centralsquare.com

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	205,275.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

MORE INFORMATION AT [CENTRALSQUARE.COM](https://www.centralsquare.com)





Quote prepared on:
July 30, 2021

Quote prepared by:
Julie Ward
julie.ward@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [☐] No [☐]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

MORE INFORMATION AT [CENTRALSQUARE.COM](https://www.centralsquare.com)



Optional Pricing



Quote prepared on:
July 30, 2021

Quote prepared by:
Julie Ward
julie.ward@centralsquare.com

Quote #: Q-26201
Primary Quoted Solution: PSJ Enterprise
Quote expires on: December 30, 2021

Quote prepared for:
Keith Meadows
City of South Fulton
5440 Fulton Industrial Blvd
Atlanta, GA 30366
(404) 761-3131

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Records Enterprise API Annual Subscription Fee	1	5,800.00	- 2,900.00	2,900.00
Standard Law Enforcement Information Exchange (LInX) Publisher Annual Subscription Fee	1	5,000.00	- 2,500.00	2,500.00
Software Subtotal				10,800.00 USD
Discount				- 5,400.00 USD
Software Total				5,400.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Estimated Travel & Living Enterprise PSJ	16,340.00
Public Safety Project Management Services - Fixed Fee	1,560.00
Services Total	17,900.00 USD





Quote prepared on:
July 30, 2021

Quote prepared by:
Julie Ward
julie.ward@centralsquare.com

QUOTE SUMMARY

Software Subtotal	10,800.00 USD
Services Subtotal	17,900.00 USD
Quote Subtotal	28,700.00 USD
Discount	- 5,400.00 USD
Quote Total	23,300.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00

MORE INFORMATION AT [CENTRALSQUARE.COM](https://www.centralsquare.com)





Quote prepared on:
July 30, 2021

Quote prepared by:
Julie Ward
julie.ward@centralsquare.com

FIRST YEAR SUBSCRIPTION TOTAL	5,400.00
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The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Upon Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

MORE INFORMATION AT [CENTRALSQUARE.COM](https://www.centralsquare.com)





Quote prepared on:
July 30, 2021

Quote prepared by:
Julie Ward
julie.ward@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

City of South Fulton

Signature: _____

Name: _____

Date: _____

Title: _____

MORE INFORMATION AT [CENTRALSQUARE.COM](https://www.centralsquare.com)



Pricing Assumptions

CentralSquare's price proposal is presented based upon the following assumptions:

- The CentralSquare products and services are proposed based upon CentralSquare's best understanding of SFPD's requirements based on meetings, discussions, and communications with the client and unless attached to a contract, form the entirety of deliverables from CentralSquare.
- CentralSquare does not have a public price list and considers its detailed, line-item pricing to be confidential and proprietary. Under a FOIA request, CentralSquare can provide a redacted pricing summary showing total pricing but excluding itemized pricing.
- All CentralSquare products and services will be provided according to CentralSquare's standard terms and conditions as defined and agreed to in CentralSquare's Software License Agreement and related attachments.
- The SFPD must maintain an active support and maintenance contract (be current on payment of all support fees due; or for subscription agreements, current on payment of all subscription fees) for the SFPD's existing system through Go Live of the new system to be eligible for the proposed upgrade credit.
- All services required by SFPD to support the project will be delivered according to the agreed to Statement of Work and Project Schedule.
- All services will be performed during normal business hours unless explicitly stipulated in this quotation for specific service deliverables.
- SFPD assumes responsibility for directing, coordinating, and communicating with all third-party companies and vendors of every kind who are not specifically listed as CentralSquare's responsibility in the agreed to Statement of Work.
- The project will include the proposed CentralSquare software products, interfaces, and all proposed third-party products. Any changes to the scope of the project may affect project management and other implementation services.
- CentralSquare's proposed pricing includes modifications to the CentralSquare products necessary to support the proposed interfaces but does not include modifications that might be required to the existing and/or agency-supplied products that are not included in the proposed pricing.
- Pricing includes CentralSquare's standard Acceptance Test provisions. Additional Acceptance Test pricing may be required if SFPD identifies Acceptance Test requirements that exceed CentralSquare's standard Acceptance Test provisions.
- All prerequisite computer hardware, system software, peripherals, network components, etc., not included in the proposed pricing, will be provided by SFPD according to CentralSquare's recommended standards and according to the agreed to Statement of Work and Project Schedule.



- Shipping and taxes (if applicable), unless explicitly identified as included herein, are not contained in the proposed pricing.
- CentralSquare's annual maintenance and recurring/subscription fees are subject to a 5% annual increase.
- CentralSquare's prices for software license fees and interfaces include a 12-month warranty period. Warranty support will commence upon Go Live for each CentralSquare application software product and/or interface or 30 days following CentralSquare's certification that the application/interface is ready for production status, whichever occurs first.
- CentralSquare has made its best effort to delineate the pricing for each major software component in its cost proposal. CentralSquare's pricing is based upon the overall scope of the project. Please note that the addition or deletion of certain line items may affect the pricing of other related products and/or services.
- All CentralSquare prices shall remain valid until December 30, 2021, unless otherwise extended in writing by CentralSquare.



Payment Terms

CentralSquare's standard payment terms are as follows:

Project Services and License Fees

- 30% due at contract signing
- 30% due at software and hardware installation
- 30% due at completion of first pre-Go Live end-user training session
- 10% due at Go Live

Travel

- Billed as incurred.

Hardware and Third-Party Software

- Due at time of order





CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746
www.centalsquare.com

SUBSCRIPTION SERVICE ACCESS & USE AGREEMENT

FOR

CITY OF SOUTH FULTON, GA

ON BEHALF OF

SOUTH FULTON POLICE DEPARTMENT

SUBSCRIPTION SERVICE ACCESS & USE AGREEMENT

Client: City of South Fulton, GA
Address: 5440 Fulton Industrial Blvd
City, State Zip: Atlanta, GA 30366
Phone: (404) 761-3131
Contact Name: Keith Meadows

I. INTRODUCTION

This Agreement, is made by and between CentralSquare Technologies, LLC, referred to as "CentralSquare", with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and the entity named above, referred to as "Client" (Client and CentralSquare collectively are "Parties" herein, individually a "Party"), for the use of a hosted implementation of CentralSquare's RMS Enterprise. This Agreement, upon first Go Live of the RMS Enterprise system, revokes and replaces all Software Licenses, Services, and Support, related to the legacy RMS system purchased or utilized by the Client under Contract 16RFP103059C-CL by and between Fulton County, Georgia, and Ramundsen Public Sector, LLC.

II. Services; Software.

- A. Under the terms of this Agreement, CentralSquare will be responsible for providing the following services ("Services"):
- (i) Providing CentralSquare's software ("Software") described on Addendum 2 on an online server as indicated and in accordance with Addendum 3 attached hereto;
 - (ii) Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), and other related services as further defined in the Addendum 3 attached hereto;
 - (iii) Providing the Client with certain user manuals and/or online Software education or other information on the CentralSquare website to assist Client with its use of the Software ("Documentation");
 - (iv) Providing any other Software related services stated in Addendum 2, attached hereto (together, the "Subscription Services"). Schedule A, Technical Support and any Documentation may be updated by CentralSquare from time to time in its sole discretion upon written notice to Client;
 - (v) Providing the Client with initial training as stated in Addendum 3, attached hereto; and
 - (vi) Populating the Software and the associated database(s) with Client Information (as defined in Section VIII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").
 - (vii) If applicable, CentralSquare and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable Subscription application.
- B. Force Majeure. CentralSquare shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, epidemic or pandemic, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental

order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond CentralSquare's reasonable control.

- C. This Agreement allows Client to use the Software located on online servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form but will have the ability to use the Software on servers, and to access the Software remotely as directed by CentralSquare.

III. License; Access.

- A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the Subscription Services, including the Software, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by CentralSquare in writing, and CentralSquare shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.
- B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.
- C. Access to the Subscription Software and Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control.
- D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare's security and data protection process and procedures and, (ii) that CentralSquare will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.
- E. The number of Authorized Users having the ability to access the Subscription Software or Services at any single moment in time shall be specified In Addendum 2, attached hereto.

IV. Fees; Payment; Taxes.

- A. As consideration for use of the Subscription Software and Services and the Implementation Services during the initial contract term, Client shall pay those fees and charges set forth in Addendum 2, attached hereto (together, "Fees"). Subscription fees are due on an annual basis. Failure to pay may result in suspension or termination of your account until payment is made. Thereafter, fees are subject to change upon each successive renewal which shall be mutually agreed and set forth in the Renewal Notice.
- B. As consideration for use of the Subscription Software and Services during renewal contract

terms, Client shall pay those fees and charges set forth in the Renewal Notice (together, "Fees").

- C. CentralSquare shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.
- D. All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2%) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:

CentralSquare Technologies, LLC
12709 Collection Center Drive
Chicago, IL 60693

- E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). CentralSquare will provide banking information if Client requests to pay by wire transfer or ACH.
- F. Any amounts payable pursuant to this Agreement are to be net to CentralSquare and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due CentralSquare under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on CentralSquare's income.

V. Acceptance.

General. Testing of the System and Subsystems shall occur throughout the Project life cycle. Prior to conducting the Functional Test ("FT") process as defined below, CentralSquare shall provide the standard FT documents for the System. CentralSquare shall conduct the FT with the Client's participation in accordance with the Project plan. Individual test cases within the FT documents shall have pass/fail criteria and with results provided to the Client in a test report. Client shall not suspend testing when problems are experienced and restart a FT when the problems are corrected unless the problems prevent continuing with FT testing. If FT testing must be suspended pending corrective action, Client shall promptly advise CentralSquare by the fastest available means. During the FT process, any F T issues detected will be mutually defined and agreed upon as Pre-Go Live Issues to be corrected prior to Go Live, or Post Go Live Issues that do not affect the Go Live readiness of the System and will be corrected following Go Live.

Upon Go Live of the System, the Client shall use the System for a thirty (30) consecutive day period to verify operational functionality in a live environment. If no Urgent Priority or Critical Priority Software Errors (as those terms are defined in Schedule A, Technical Support) are reported during such thirty (30) day period, the System shall be deemed to have achieved Final Acceptance. In the event that a Critical Priority or Urgent Priority Software Error occurs during the acceptance test period, CentralSquare shall commence actions in accordance with the Schedule A, Technical Support to correct the reported error.

In the event that an Urgent Priority Software Error occurs between day one (1) and day thirty (30) of the Acceptance Test Period, the Acceptance Test Period will be stopped and restarted at day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement.

In the event that a Critical Priority Software Error occurs between day one (1) and day fifteen (15), the Acceptance Test Period will be stopped and restarted from day one (1). If the Critical Priority Software Error occurs between day fifteen (15) and day thirty (30), the Acceptance Test Period will be stopped and restarted from the day the resolution has been provided.

VI. Term and Termination; Suspension of Services.

- A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one year ("Initial Term"). If Client terminates this Agreement at any time from contract execution through the Initial Term, Client shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Client terminates this Agreement for convenience during any Renewal Term, Client shall pay one hundred percent of the remaining fees owed for the Renewal Term.
- B. At the conclusion of the Initial Term, this Agreement may be renewed for successive one (1) year terms (each a "Renewal Term"), subject to one Party notifying the other Party in writing of its decision to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").
- C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing or (iii) Client's non-appropriation of funding Client shall not be entitled to any refunds and CentralSquare shall be paid for all services rendered.
- D. Client may terminate this Agreement if CentralSquare breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.
- E. In addition to the circumstances as described in Subsection V(F) below, CentralSquare may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by CentralSquare pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.
- F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to CentralSquare is delinquent, CentralSquare may, in its sole discretion, immediately terminate or suspend all or any portion of the Services thirty (30) days after the date payment is due.
- G. Upon the effective date of expiration or termination of this Agreement: (i) CentralSquare will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to CentralSquare any and all monies that are owed by the Client to CentralSquare under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.
- H. Upon CentralSquare's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, CentralSquare may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.

- I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, CentralSquare has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon CentralSquare's receipt of all Fees due and owing hereunder.
- J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VIII hereof. Within thirty (30) days of termination or expiration of the Agreement, CentralSquare shall remove and destroy Client's data. CentralSquare will not return the data to the Client as the Client still retains the source data.
- K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VII. Client Responsibilities.

- A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by CentralSquare to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to CentralSquare so long as the newly appointed Client Administrator has attended CentralSquare's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.
- B. Client is responsible for providing hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.
- C. Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one-time importing of the Client Information into Client's database by CentralSquare has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by CentralSquare and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in CentralSquare's policy for inputting Client Information in any Documentation CentralSquare provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not CentralSquare assisted Client with the development or construction of such reports and displays and other uses of the Client Information.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with

CentralSquare.

- F. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.
- G. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable CentralSquare Subscription application.

VIII. Confidentiality, Privacy and Business Associate Provisions.

- A. In association with the execution of this Agreement and CentralSquare's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of CentralSquare. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of CentralSquare's trade secrets or confidential information without CentralSquare's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of CentralSquare in the support of the Software, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. CentralSquare shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to CentralSquare for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) for access by and transmission to the Authorized Users via the Internet. CentralSquare shall not use any Client Information except as expressly set forth in this Agreement.
- C. In addition to CentralSquare's obligations regarding nondisclosure of Client Information set forth above, in the event that CentralSquare is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, CentralSquare shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.
- D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that CentralSquare has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1, of this Agreement.
- E. Confidential Information other than PHI as defined in Addendum 1 of this Agreement, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to O.C.G.A. § 50-18-70 et. Seq., a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- F. Each Party agrees to restrict access to the Confidential Information of the other Party to those

employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.

- H. Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that CentralSquare, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of CentralSquare's and Client's interests as the terms stated herein. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

IX. Ownership.

- A. CentralSquare owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Agreement.
- B. Client agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or CJIS data.
- C. As between the parties, CentralSquare agrees that all Client Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Subscription Services is the property of Client; provided, however, CentralSquare shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.
- D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise, under this Agreement.
- E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

X. Disclaimer; Limitation of Liability.

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR

CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- B. CENTRALSQUARE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT PERMISSIBLE BY LAW, CLIENT AGREES TO INDEMNIFY CENTRALSQUARE AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL CENTRALSQUARE BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF CENTRALSQUARE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. CENTRALSQUARE DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK.
- D. CENTRALSQUARE REPRESENTS AND WARRANTS TO CLIENT THAT, TO CENTRALSQUARE'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. CENTRALSQUARE SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF CENTRALSQUARE.
- E. IN NO EVENT SHALL CENTRALSQUARE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

XI. Indemnification.

To the extent permissible by law, Client shall indemnify and hold harmless CentralSquare from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys' fees, arising from, in connection with, or incident to the Client's misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except

as to any material breach of this Agreement by CentralSquare.

XII. Assignment.

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of CentralSquare, which permission shall not be unreasonably withheld. Any assignment without such express written permission of CentralSquare shall result in the automatic termination of this Agreement.

XIII. Written Notices.

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to Client:

Written notices to Client may be provided at the address listed for Client on the second page of this Agreement.

B. Written Notices to CentralSquare:

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, Florida 32746
Attention: Contracts

XIV. Governing Law.

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions.

XV. Integration.

This Agreement contains the entire understanding between the parties and supersedes any proposal or prior agreement regarding the subject matter herein.

This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

XVI. Cooperative Purchasing.

The parties agree that other public entities may use this Agreement as a purchasing vehicle for CentralSquare's Software and Services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including: Pricing, and Payment Terms. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency. Client will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF SOUTH FULTON, GA

CENTRALSQUARE TECHNOLOGIES, LLC

Accepted By (Signature)

DocuSigned by:

E4124F28B4F5410...
Accepted By (Signature)
Dan Maier

Printed Name

Printed Name

CRO

Title

Title

9/13/2021

Date

Date

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that CentralSquare will provide to Client during the Term of the Agreement.

1. **Product Updates and Releases**

- 1.1. **Updates.** From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Client with the Update and related Documentation.
- 1.2. **Releases.** Client shall promptly agree to install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. **Telephone Support & Support Portal**

- 2.1. **Hours.** CentralSquare shall provide to Client, Monday through Friday, 6:30 A.M. to 5:30 P.M. (Eastern Time) ("Normal Customer Service Hours") toll-free phone number (800-987-0911), excluding holidays. CentralSquare shall provide to Client, during the Normal Customer Service Hours, commercially reasonable efforts in solving errors reported by the Client as well as making available an online support portal. Client shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Client location(s) if and when CentralSquare and Client agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of CentralSquare, then Client shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Client must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access to the Specified Configuration.
- 2.2. **Critical Priority Telephone Assistance after Normal Customer Service Hours.** After Normal Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

3. **Website Support Portal**

Online support is available twenty-four (24) hours per day, offering Client the ability to resolve its own problems with access to CentralSquare's most current information. Client will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations with respect to any third-party hardware or software product not provided by CentralSquare ("Nonqualified Product"). If Client requests support services for a problem that CentralSquare reasonably believes was caused or exacerbated by a Nonqualified Product, CentralSquare shall provide notice thereof to Client along with a quoted price for the support services; Client must approve the incurrence of such charges in writing prior to CentralSquare rendering the services. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Client Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 5.1. Provide end user hardware, operating system and browser software that meets technical specifications, as well as a stable high-speed connection and remote connectivity.
- 5.2. Maintain the designated end-user computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3. Maintain the designated computer system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4. Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5.5. Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6. At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Client;
- 5.7. Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential and classified information; and
- 5.8. Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. Security

- 6.1. CentralSquare maintains a Security program for "Security Approved Personnel" managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 6.2. If required by the Client, CentralSquare will provide paper fingerprint cards for such Security Approved Personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

7. Cloud Security Program

- 7.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 7.2. Security & Monitoring. SSL and IPSEC VPN with 256-bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 7.3. Testing, Audits & Compliance. Third party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.

8. Service Level Commitments

- 8.1. Target. In each Service Period, the target for availability of the Software is 99.9% ("Availability Target"). "Service Period" means twenty-four (24) hours per day Monday through Sunday each calendar month that Client receives the Software, excluding a maintenance window on Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Clients may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Client if the entire maintenance window will be required.
- 8.2. Measurement. Service availability is measured as the total time that the Software is available during each Service Period for access by Client ("Service Availability"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Client, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for purposes of calculating Service Availability. Additionally, Client monitoring tools' use must be:
 - 8.2.1. mutually agreed upon by CentralSquare and Client.
 - 8.2.2. paid, installed and maintained by the Client.
 - 8.2.3. non-invasive and may not reside on CentralSquare's systems
- 8.3. Calculation. Service Availability for a given month shall be calculated using the following calculation:
 - 8.3.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - 8.3.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.
 - 8.3.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- 8.4. Remedy. If the Service Period target measurement is not met then the Client shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

8.5. If not directly reported by CentralSquare, Credit entitlement must be requested by the Client within sixty (60) days of the failed Availability Target. Client shall not be entitled to offset any monthly Software fee payments, nor withhold fee payments, on account of a pending credit. Client shall not be eligible for credits for any period where Client is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

9. Server Performance & Capacity

- 9.1. CentralSquare shall provide sufficient server capacity for the term of this Agreement to meet the reasonable performance requirements for the number of concurrent system users listed in Addendum 2. If the Client requests, at some later date, to add additional Software, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.
- 9.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

10. System Maintenance

- 10.1. Software Maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Client's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM. The upgrades are installed at mutually agreed times. Typical downtime is four-to-eight (4-8) hours depending on data size and start/end version changes. Web patches can take twenty-to-thirty (20-30) minutes to install. CentralSquare recommends reserving a weekly or monthly maintenance window between 0000-0500 (i.e. Midnight to 5:00AM) for patching and other maintenance activity. CentralSquare may only take a small portion of this time, but this is reserved for the full amount of time in the event the entire window of time is needed.
- 10.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the CentralSquare's standard business hours of operation and the Client will be notified prior to the upgrade.
- 10.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively impacting system stability and integrity. CentralSquare will attempt to notify the Client promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

11. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority

matrix and are outside the scope of this Technical Support Schedule A. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

This matrix defines the support issues, and response times and for the Client's WebRMS Subscription application.

Priority	Issue Definition	Response Time
Priority 1 – Urgent	Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following: - CentralSquare RMS server software inoperative - Loss of ability for all users to log on to system - Loss of transactional data & transactional data corruption This means one or more critical server components are nonfunctional disabling Records Enterprise or the field reporting capabilities of Records Enterprise workstations.	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative but not longer than five (5) minutes. Priority 1 issues must be called in via 800-987-0911 in order to receive this level of response.
Priority 2 – Critical	Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of an Urgent Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible. - Loss of ability for CentralSquare RMS users to enter Case (Incident, Arrest and Custody) records into the system - Unable to book or release inmates A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of CentralSquare RMS workstations).	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative but not longer than five (5) minutes. Priority 2 issues must be called in via 800-987-0911 in order to receive this level of response

Priority 3 – Non-Critical	Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent or Critical Priority, has a workaround available, but which does negatively impact the User from performing a common function. Such errors will be consistent and reproducible. • Loss of Non-Urgent Data (with “Non- Urgent” being defined as not causing an error classified as a P1 or P2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State error submission limits • UCR reporting multiple occurrence of inaccurate data A significant number of workstations are negatively impacted by this error (e.g., does not apply to a minimal set of CentralSquare RMS workstations).	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative but not longer than five (5) minutes after the initial phone call. Non-Critical Priority issues may also be reported via https://support.centalsquare.com/s/contrac-us Non-Critical Priority issues are not managed after Normal Customer Service Hours.
Priority 4 – Minor	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative but not longer than five (5) minutes after the initial phone call. Minor Priority issues may also be reported via https://support.centalsquare.com/s/contrac-us Minor Priority issues are not managed after Normal Customer Service Hours.

This matrix defines the support issues, response times and resolutions for the Client’s IQ Search, P2P, P2C, and CrimeMapping.com Subscription applications.

Priority	Issue Definition	Response Time
Priority 1 – Urgent	24X7 Support for live operations on the production system. This is defined as the following: • The applicable server is down and all the workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. • The applicable system is inoperable due to data loss or corruption caused by CentralSquare Software This means that one or more CentralSquare server components are down or inaccessible, disabling all usability of Client’s workstations	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 1 case within one hour after opening. After Normal Customer Service Hours: Thirty (30) minute callback after Client telephone contact to 800.987.0911. Priority 1 issues must be called in via 800.987.0911 to receive this level of response. There are no Priority 1 issues for: IQ CrimeView Dashboard IQ FireView Dashboard

		IQ CrimeMapping.com IQ NEARme
Priority 2 – Critical	Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of an Urgent Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible. Generally, this means that a significant number of the system workstations are negatively impacted by this error (e.g. does not apply to a minimal set of IQ workstations).	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 2 case within two hours after opening. Priority 2 issues for IQ Search, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours. Non-Urgent Priority issues may also be reported via https://support.centalsquare.com/s/contrac-us
Priority 3 – Non-Critical	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. CentralSquare initially responds to a Priority 3 case within eight business hours after opening. Non-Critical Priority issues may also be reported via https://support.centalsqaure.com/s/contrac-us Non-Critical Priority issues are not managed after Normal Customer Service Hours.
Priority 4 – Minor	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. CentralSquare initially responds the next business day after the pint of opening a Priority 4 case during CentralSquare’s normal local business hours or within two business days after a P4 case is opened outside of CentralSquare’s normal local business hours. Minor Priority issues may also be reported via https://support.centalsquare.com/s/contrac-us Minor Priority issues are not managed after Normal Customer Service Hours.

12. Exceptions

CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

- 12.1. defectiveness of the Client's environment, Client's systems, or due to Client corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.
- 12.2. denial of reasonable access to Client's system or premises preventing CentralSquare from addressing the issue.
- 12.3. material changes made to the usage of the Software by Client where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Client or its subcontractors, of communications links necessary to the proper performance of the Software.
- 12.4. a force majeure event, or the negligence, intentional acts, or omissions of Client or its agents.

13. Incident Resolution

Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

This matrix defines the resolution process and time for the Client's WebRMS Subscription application.

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than twelve (12) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than thirty-six (36) hours after notification.

Priority 3 – Non - Critical	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

This matrix defines the resolution process and time for the Client's IQ Search, P2P, P2C, DEMS, and Crimemapping.com Subscription application.

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	CentralSquare will work to provide the Client with a solution that allows the Client to resume normal operations on the production system which may include a fix on the system prior to the next planned commercial release of the applicable CentralSquare product software.
Priority 3 – Non - Critical	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

14. Non-Production Environments

CentralSquare will make commercially reasonable efforts to provide support on non-production environment(s) during Client business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Schedule A.

14.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 10 for regular System Maintenance.

14.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

15. Virtual Private Network (VPN) Concentrator

If Client's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Client's location but is, and shall remain, the property of CentralSquare.

16. Client Cooperation

Client may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Client may also be requested to perform resolution activities including, for example, modification of processes. Client agrees to cooperate with such requests, if reasonable.

17. Training. Outside the scope of training services purchased, if any, Client is responsible for the training and organization of its staff in the operation of the Software.

18. Development Work. The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all Intellectual Property Rights in development work performed and Client may request consulting and development work from CentralSquare as a separate billable service.

ADDENDUM 1 BUSINESS ASSOCIATE ASSURANCE

In the event that CentralSquare is deemed to be a "Business Associate" of Client, and Client is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, CentralSquare, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with CentralSquare supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate CentralSquare Support Agreement; (ii) as required for the proper management and administration of CentralSquare in its capacity as a HIPAA Business Associate of Client, in the event CentralSquare is deemed to be a Business Associate of Client for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the CentralSquare Service Agreement;
- Report to Client any use or disclosure of PHI not provided for by the CentralSquare Service Agreement of which CentralSquare becomes aware;
- Ensure that any agents or subcontractors to whom CentralSquare provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to CentralSquare with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Client in the event that CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Client the information required to provide an accounting of the disclosures of PHI, if any, made by CentralSquare on Client's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Client's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Client's compliance with HIPAA and the Privacy Regulations;
- At the termination of the CentralSquare Service Agreement, return or destroy all PHI received from, or created or received by CentralSquare on behalf of Client. In the event the return or destruction of such PHI is infeasible, CentralSquare's obligations as defined in this Business Associate Assurance shall continue in force and effect so long as CentralSquare possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the CentralSquare Service Agreement to the contrary, Client may terminate the Agreement if Client determines that CentralSquare has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. § 164.308, *et seq.*
- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule

- that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
 - Comply with applicable breach notification provisions and notify Client of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by CentralSquare

Except as otherwise limited by the Agreement, CentralSquare may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Client if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, CentralSquare may use PHI for the proper management and administration of CentralSquare or to carry out the legal responsibilities of CentralSquare. CentralSquare may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if CentralSquare has been otherwise engaged by Client to perform these services.

ADDENDUM 2

Pricing Detail and Payment Schedule, and Statement of Work

Pricing Detail

SOFTWARE

RMS

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
CentralSquare Message Switch Subscription Annual Subscription Fee	1	8,600.00	- 4,300.00	4,300.00
Enterprise Records Accident Annual Subscription Fee	1	5,100.00	- 2,550.00	2,550.00
Enterprise Records Base Annual Subscription Fee	235	700.00	- 24,675.00	139,825.00
Enterprise Records Evidence and Barcoding Annual Subscription Fee	1	5,100.00	- 2,550.00	2,550.00
Enterprise Records GIS (without CAD) Annual Subscription Fee	1	7,300.00	- 3,650.00	3,650.00
Enterprise Records Reporting Server Annual Subscription Fee	1	1,000.00	- 500.00	500.00
Enterprise RMS NIBRS Module Annual Subscription	1	9,700.00	- 4,850.00	4,850.00
Enterprise RMS Odyssey by Tyler (Court Case Mgmt.) Interface Annual Subscription	1	7,600.00	- 0.00	7,600.00
Records Enterprise API Annual Subscription Fee	1	5,800.00	- 2,900.00	2,900.00
Standard Arrest and Incident Publisher Annual Subscription Fee	1	3,700.00	- 1,850.00	1,850.00
Standard Citation Publisher Annual Subscription Fee	1	3,700.00	- 1,850.00	1,850.00
Standard Crash Publisher Annual Subscription Fee	1	3,700.00	- 1,850.00	1,850.00
Standard Incident Publisher Annual Subscription Fee	1	3,700.00	- 1,850.00	1,850.00

Software Subtotal	229,500.00 USD
Discount	- 53,375.00 USD
Software Total	176,125.00 USD

IQ P2P P2C CDP

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
CDP Crimemapping.com Annual Subscription Fee	1	1,200.00	- 1,200.00	0.00
CDP Search Annual Subscription Fee	1	1,100.00	- 1,100.00	0.00
CrimeView Analytics: Informative (3 years data) CST System Subscription	1	3,350.00	- 0.00	3,350.00
CrimeView Analytics: Standard (3 years data) CST System Subscription	1	5,100.00	- 0.00	5,100.00
IQ CrimeView Advanced Reports Annual Subscription Fee	1	6,500.00	- 0.00	6,500.00
IQ Search One Year Subscription Annual Subscription Fee	1	2,200.00	- 0.00	2,200.00
ONESolution Police-to-Citizen Annual Subscription Fee	1	7,000.00	- 0.00	7,000.00
ONESolution Police-to-Police Annual Subscription Fee	1	5,000.00	- 0.00	5,000.00
Software Subtotal				31,450.00 USD
Discount				- 2,300.00 USD
Software Total				29,150.00 USD

SOFTWARE SUMMARY

Software Subtotal	260,950.00 USD
Software Discount	- 55,675.00 USD
Software Total	205,275.00 USD

SERVICES

DESCRIPTION	TOTAL
Enterprise RMS GIS Remote Implementation Services	0.00

Enterprise RMS GIS Remote Implementation Services	0.00
Enterprise RMS Routing/GIS Server Implementation	0.00
Enterprise RMS Standard Data Conversion	0.00
Estimated Travel & Living Enterprise PSJ	12,585.00
Public Safety Consulting Services - Fixed Fee	109,980.00
Public Safety Data Conversion Services - Fixed Fee	72,150.00
Public Safety GIS/Analytics Services - Fixed Fee	41,925.00
Public Safety Project Management Services - Fixed Fee	69,225.00
Public Safety Technical Services - Fixed Fee	55,575.00
Public Safety Training Services - Fixed Fee	20,280.00
Services Total	381,720.00 USD

SERVICES SUMMARY

Services Total	381,720.00 USD
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HARDWARE

MUGSHOT HARDWARE

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Enterprise RMS Mugshot/Photo Camera Hardware	2	1,155.70	2,311.40
Shipping & Handling TTZ	2	35.00	70.00
Hardware Total			2,381.40 USD

HARDWARE SUMMARY

Hardware Total	2,381.40 USD
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AGREEMENT SUMMARY

Software Subtotal	260,950.00 USD
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Services Subtotal	381,720.00 USD
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Hardware Subtotal	2,381.40 USD
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Subtotal 645,051.40 USD

Discount - 55,675.00 USD

Total **589,376.40 USD**

RECURRING FEES

AMOUNT

FIRST YEAR SUBSCRIPTION TOTAL 205,275.00

The amount totals for Subscription include only the first year of software use and maintenance. Renewal invoices will include this total plus 5% as outlined in the Agreement.

Optional Interfaces & Services Detail*

** The following optional items are being provided as optional costs and are not included in the total cost listed above. For a period of twelve (12) months from the effective date of this Agreement, Client has the option to purchase the items listed below at the listed prices.*

SOFTWARE

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Records Enterprise API Annual Subscription Fee	1	5,800.00	- 2,900.00	2,900.00
Standard Law Enforcement Information Exchange (LInX) Publisher Annual Subscription Fee	1	5,000.00	- 2,500.00	2,500.00
Software Subtotal				10,800.00 USD
Software Discount				- 5,400.00 USD
Software Total				5,400.00 USD

SERVICES

DESCRIPTION	TOTAL
Estimated Travel & Living Enterprise PSJ	16,340.00
Public Safety Project Management Services - Fixed Fee	1,560.00
Services Total	17,900.00 USD

SUMMARY

Software Subtotal	10,800.00 USD
Services Subtotal	17,900.00 USD
Subtotal	28,700.00 USD
Discount	- 5,400.00 USD
Total	23,300.00 USD

RECURRING FEES

AMOUNT	

The amount totals for Subscription include only the first year of software use and maintenance. Renewal invoices will include this total plus 5% as outlined in the Agreement.

PAYMENT TERMS

Project Services and License Fees

- 30% due at contract signing
- 30% due at software and hardware installation
- 30% due at completion of first pre-Go Live end-user training session
- 10% due at Go Live

Hardware and Third-Party Software

- 100% due at time of order

Annual Subscriptions

- 100% due at Go Live

Annual Maintenance*

- 100% due at Go Live

Travel Expenses

- 100% billed as incurred

* All legacy support and maintenance related to the legacy RMS system purchased or utilized by the Client under Contract 16RFP103059C-CL shall be due until Go Live of the new System.

**Statement of Work
(Attached)**



STATEMENT OF WORK

South Fulton GA, Enterprise RMS, Interfaces, CrimeView & Analytics

Version 2.2

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Document Control

Date	Version	Details/Changes	Author
2/16/21	1.0	Initial Draft	S Irwin
5/13/21	2.0	Incorporate Requested Modifications	S Irwin
7.19.21	2.1	Incorporate Additional Changes	S Irwin
7.30.21	2.2	Incorporate Additional Changes	S Irwin

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1 OVERVIEW

1.1 Statement of Work

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the System Purchase Agreement (the "Purchase Agreement") between CentralSquare Technologies, LLC (CentralSquare) and Chatham County GA ("Client").

The pricing and services for this assume the project duration will not exceed a period of twenty four (24) months. If the project exceeds the expected duration due to client delays, additional services must be purchased.

This project description includes the services and deliverables specified by the Purchase Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products and services for the implementation of the System and Subsystems specified in the Purchase Agreement (collectively the "Project").

Statement(s) of Work for applicable CentralSquare Subcontractor(s) are presented in Appendix E – Subcontractor(s) Statement(s) of Work.

In some cases, the framework of Deliverables documented by this SOW for this Project is further defined through additional documents such as: Operational Scenario Documents (OSD); Interface Requirements Documents (IRD); Functional Design Documents (FDD); User and Administrator Documentation and Training Materials.

The number and type of software licenses, products, or services provided by CentralSquare or its Subcontractors are specifically listed in the Purchase Agreement and any reference within this document as well as Subcontractors' SOWs (if applicable) does not imply or convey a software, license, or services that are not explicitly listed in the Purchase Agreement.

1.2 Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Purchase Agreement and where applicable Software Support Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

- Project Schedule means the schedule providing dates and timeframes for completion of tasks and Deliverables during the course of this Project. The Project Schedule is subject to change at the mutual agreement of CentralSquare and the Client as further described in this SOW.
- Project Management Plan means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.
- The OSD provides an operational description of a capability or feature within the applicable CentralSquare solution in sufficient detail that both Client and CentralSquare team mutually agree to the expected deliverable. The OSD provides the "what", "how," and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how CentralSquare's Development team will accomplish the

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requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the Client, the OSD becomes the basis for CentralSquare's development. Once approved, any further changes requested by the Client to the OSD and/or design may incur additional costs to the Client.

- Standard Interface Requirement Document (IRD) defines the functionality of specified Standard Interfaces. These documents are standard, published CentralSquare documents, and are not specific to a Client.
- Functional Design Document (FDD) contains details for specified data conversions such as the proposed approach, fields that will be converted, and assumptions.

1.3 General Client Responsibilities

In addition to those Client responsibilities stated elsewhere in this SOW, the Client is responsible for the following as pertains to the agreed upon on-premise systems:

- a) Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities) required for this project, including necessary maintenance.
- b) Cabling (e.g., power, network, interface and other electrical and data transmission lines) required for this project, including necessary maintenance.
- c) Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.
- d) Configuration and/or programming of network routers, switches and bridges – this includes providing information to CentralSquare staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with CentralSquare documentation.
- e) The installation, configuration, maintenance (including patch management and upgrades of Microsoft software required by the System).
- f) The installation of servers into racks and the connection of such servers to network switches.
- g) The assignment of machine names and IP addresses for servers to be utilized by the System. This includes joining the servers to the network and the assignment of security accounts as specified by CentralSquare documentation.
- h) Any hardware and third-party software or services necessary for implementing the System that is not listed in the Purchase Agreement as a CentralSquare Deliverable (not listed as a line item in the Price and Payment section of the Purchase Agreement). This includes workstations, server hardware not included with managed server solutions, network equipment, telephone or TDD equipment, performance test software, Microsoft licenses, Disaster Recovery Software, and services required to extract legacy data and convert into acceptable data formats.
- i) Configuration, maintenance, testing, and supporting the Third-Party Systems that the Client operates and which will be interfaced with as a part of this project. This project includes the contracted Interfaces listed in Appendix C - Standard CentralSquare Interfaces and Appendix D - Custom CentralSquare Interfaces. The Client is responsible for maintaining and supporting these systems in good working order. The Client is responsible for providing Application Programming Interface (API) documentation to these systems that document the integration process for the level of interface integration defined by CentralSquare's response to the RFP, as described by CentralSquare responses to the RFP as well as Interface IRD and approved OSDs. The Client is also responsible for any cost associated with the development, or configuration of the Third-Party System Vendor side of the Interfaces.
- j) Consoles, furniture or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Purchase Agreement into existing consoles, furniture, vehicles or

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existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of the Client.

- k) The Client is responsible for providing remote connectivity to CentralSquare for the purpose of installation, configuration, testing, and troubleshooting of CentralSquare's applications at the Client site. CentralSquare's approved remote connectivity methods are described in the System Planning Document.
- l) Connect and configure any Third-Party hardware (such as Bar Code Scanners, Bar Code Printers, Biometric Fingerprint Scanners, and Signature Pads) to Client workstations, if these services are not explicitly sold in the System Purchase Agreement.
- m) The Client is responsible for the creation and ongoing maintenance of SSL certificates required for the operation of the software of on-Premise hardware. This includes the tracking of expiry dates and the timely renewal of certificates.

Additional Client Responsibilities

- a) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are System Orientation, Validation and Readiness, Functional Testing, Training, regular Project meetings, discussion regarding Interfaces, system installation planning, and the like.
- b) The provision of Code Files and GIS data as requested by CentralSquare staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by CentralSquare staff in accordance with CentralSquare Documentation.
- c) The timely review and approval of OSDs, IRDs, Task Completion Reports (TCR) and/or other project documentation as further defined in this SOW.
- d) Provide a facility with the required computer and audio-visual equipment for training.
- e) Timely completion of testing for each of the CentralSquare Subsystems.
- f) CentralSquare pricing for this Project assumes that all Client supplied products and services required to support the project will be delivered according to this agreed to Statement of Work, based upon a mutually agreed upon project schedule. This timeline will require a commitment by Client staff to attend project meetings, attend training, and execute action items in a timely fashion. Should the Client find that it is unable to support the agreed to schedule, CentralSquare reserves the right to execute a mutually agreed to Project Change Order. The Change Order will make the necessary modifications to schedule and/or scope of the project and, if applicable, allow CentralSquare to recoup any additional costs which may be incurred by CentralSquare as a result of Client delays.

1.4 Project Exclusions

- a) CentralSquare provides software applications that it develops. These applications are sold as is and are considered to be "Commercial Off the Shelf" (COTS) software packages. The functionality of these products will be based on CentralSquare's current design and functionality of these COTS products, unless otherwise indicated in the Purchase Agreement, or if applicable, CentralSquare's responses to the RFP.
- b) Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Purchase Agreement will not be included in the Project.
- c) Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Purchase Agreement are excluded from the scope of this Project.
- d) Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.
- e) CentralSquare is not responsible for the deficiencies in the Client's internal or contracted network to support Records Enterprise other subsystem workstations.

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- f) CentralSquare is not responsible for the deficiencies in a Client's internal or contracted network to support some of the extended features of Mobile Enterprise and Records Enterprise products due to bandwidth or limitations in wireless coverage.
- g) CentralSquare is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Purchase Agreement and this SOW.
- h) This project does not include creation or modification of GIS data by CentralSquare staff.
- i) CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third party vendors engaged in the re-hosting of the standard or custom interfaces, unless the work is defined under a subcontract with CentralSquare within the scope of this Agreement.
- j) CentralSquare is not providing training or assistance in the Client's understanding of state or federal IBRS requirements or laws. CentralSquare services are reserved exclusively to the configuration and use of the Records Enterprise to collect and output state or federal required data.
- k) No conversion of historical incident data from UCR to NIBRS is included. As a result, there may be historical records that will contain missing NIBRS mandatory fields.
- l) CentralSquare is not responsible for the creation or modification of any Crystal Reports, SSRS Reports or other third-party reporting application.
- m) CentralSquare is not responsible for any electronic or automated submittal of NIBRS data to the State. All submissions are assumed to consist of a NIBRS flat file being submitted on a monthly basis by the Client unless otherwise noted in the Agreement.
- n) No automated copying of code file tables between environments is included. All code file table updates must be completed by Client in all applicable environments separately.

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2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services that comprise the System for use by the Client's Public Safety Organization(s). The individual Subsystems to be provided comprise the overall System. The Purchase Agreement specifies the software licenses included in this Project by the quantity and environment in which licensed. This includes all Server and User Licenses, Standard and Custom Interfaces, as well as other CentralSquare tools and utilities.

The Purchase Agreement incorporates the deliverables to be implemented.

Project Management services per the Agreement and in accordance with the approved plan outlined in Section 6, Project Execution, and corresponding schedule for project.

All installation and configuration activities, as well as upgrades for this project will be performed remotely.

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. CentralSquare has implemented process gates to ensure successful completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of software licenses is the Purchase Agreement. Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Purchase Agreement.

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Pacific Time. If the Client desires to perform the services outside of these hours, additional fees will apply.

2.1.1 Standard CentralSquare Deliverables

The functionality provided by Standard CentralSquare Products, including Interfaces (the core CentralSquare and Interfaces without any Modifications) is defined by CentralSquare Standard documentation such as User and Administration Guides for CentralSquare's major Subsystems such as Records Enterprise and other Standard Software products. Standard Interface Requirement Documents (IRD) define the functionality of the Standard Interfaces. These documents are standard, published CentralSquare documents, and are not specific to a Client.

Standard CentralSquare Interface Software to be delivered through this Project is identified as software licenses in the Purchase Agreement. The functionality provided by specified Standard CentralSquare Interface Software is defined by CentralSquare IRDs or other documents.

Any Modification to the functionality of Standard CentralSquare within the System, or Subsystems, shall follow the Change Management Process as described in Section 5.2, Change Management Process.

The scope of the Modification will be described in an OSD. Release of all Modifications to CentralSquare's Standard Interfaces will follow Subsystem release cycles (i.e., CAD Enterprise, Records Enterprise, and the like).

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CentralSquare Project Roles and Responsibility

2.1.2 Contracted Modifications to Standard CentralSquare Products

Any Modifications to Standard CentralSquare Products and Standard System Interfaces that are to be delivered through this Project are listed in the Purchase Agreement. The functional scope of any Modification procured through the Purchase Agreement will be summarized in this Statement of Work and defined by an OSD for all items listed under Appendix A - Contracted Modifications to Standard CentralSquare Products, and other major CentralSquare Subsystems; and under Appendix B - Standard CentralSquare Interfaces, for modifications to Standard Interfaces. Any and all modifications or enhancements that are not explicitly listed in the Purchase Agreement or CentralSquare's responses to the RFP are not within the scope of this Project.

Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: All enhancements and modifications to any of CentralSquare's Standard products (including the Interfaces) will only be released with a major version of the applicable subsystem (i.e., CAD Enterprise, Mobile Enterprise, Records Enterprise, Jail Enterprise and the like) based upon the relevance and dependency to these products.

Note: Software versioning is the process of assigning either unique version names or unique version numbers to unique states of computer software while a **service pack or patch** is a piece of **software** designed to fix problems with, or update a computer program or its supporting data. This includes fixing security vulnerabilities and other bugs.

2.1.3 Contracted Custom Interface Software

Custom Interfaces to be created by CentralSquare are identified as individual software licenses in the Purchase Agreement. A high-level description of the intended functionality and scope is attached as part of Appendix C - Custom CentralSquare Interfaces to this SOW. The detailed functional scope of any custom Interface procured through the Purchase Agreement will be defined by an OSD or other documents, which will be developed and delivered to the Client during the project.

Any changes in the requirements documented in the System OSDs or other documents, post approval of the OSDs or other documents are subject to formal Change Order.

2.1.4 Disaster Recovery

Disaster Recovery for Cloud RMS implementations is accomplished via AWS.

3 CENTRALSQUARE PROJECT ROLES AND RESPONSIBILITY

3.1 Overview

CentralSquare will appoint a team of specialized personnel that will implement the Project under the direction of CentralSquare's Project Manager. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe. Any personnel changes by CentralSquare will be discussed with and agreed upon by the Client in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the CentralSquare Project Manager in order to complete the requirements of the Project.

3.2 CentralSquare Project Manager

CentralSquare has appointed a CentralSquare Project Manager as the principal CentralSquare contact who will be responsible for managing CentralSquare's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Purchase Agreement.

The Project Manager uses a standardized methodology for project implementation, project management, and risk identification and management. CentralSquare's Project Manager is responsible for Project scheduling and management of CentralSquare Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the Client's Project team. The CentralSquare Project Manager will be responsible for the collaborative coordination of Client resources in an effort to ensure that avoidable Project delays will be minimized.

The Project Manager is involved in the Project beginning with the SOW development and continuing through post Go Live Project closure activities. The Project Manager will be an active participant in many of the milestone events through the course of the Project including System Orientation, OAR, and Go Live. The Project Manager will organize a bi-weekly Project status call with the Client and necessary Project team members. Additionally, the Project Manager will provide the Client with a written Project status report on a monthly basis, as further defined in this SOW.

3.3 Systems Engineer

The Systems Engineer is responsible for two primary functions, within the scope of the Project: 1) configuration of Standard CentralSquare Interfaces (including configuration documentation); and 2) development of software requirements documentation for Custom Interfaces. The Systems Engineer will additionally participate in testing of each of these Subsystems. In some cases, Development Engineers may perform the role of the Systems Engineer for specialized interfaces, particularly for Records Enterprise interfaces.

3.4 GIS Consultant

As part of the implementation team, CentralSquare utilizes a GIS Consultant that specializes in geographical Information technology. The GIS Consultant is responsible for mapping components required for Enterprise Records and CrimeView. 1 consultation services regarding converting the GIS source data for use in Records Enterprise and CrimeView.

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3.5 Records Enterprise Consultant

Records Enterprise Business Consultant(s) participate in various activities throughout the implementation of each of these Subsystems. They are primarily responsible for conducting the System Orientation with the Client to observe and evaluate the Client's current business practices and make recommendations for improving efficiency and areas that need to be reviewed. They also conduct the Operational and Administrative Review for Records, Administration Training, assist the Client through Functional Testing for Records, and provide consulting support throughout the Project implementation life cycle.

After the completion of the Records Administration & Review training session, ownership for continued system build and maintenance transfers to the Client. At this stage, the Business Consultant will serve as a consultant for the Client's further configuration of the Client's system until the Client's System is in live operation. These activities are described in later sections of this SOW.

The Business Consultant will be an active participant in many of the milestone events through the course of the Project and will participate in bi-weekly Project status calls, as needed.

3.6 Training Specialist

Training for CentralSquare applications is provided by CentralSquare Training Specialists. Training staff for other products and functions will vary by the type of product and training proposed.

This process is described in greater detail in the training sections of this document, related to each of these products.

3.7 Client Installation Services Team

CentralSquare's Client Installation Services (CIS) team is responsible for installation and integration of CentralSquare onto the system hardware that is identified for this Project. This team works closely with the Client's staff to coordinate IP and network addressing, security accounts, network connections, and remote access to the System.

This process is described in greater detail in Section 7 of the SOW.

3.8 CrimeView Analytics Implementation Specialist

The CrimeView Analytics Implementation Specialist specializes in Geographic Information Systems (GIS), ETL (Extract, Transform, Load) data processes, and public safety analysis. This individual is responsible for assisting with software installation and configuration, assessing GIS and other data, configuring the SQL, geocoding, and ETL middleware interfaces, configuring the end user application, and training administrators and users. The CrimeView Analytics Implementation Specialist will also coordinate deployment/installation of web applications and provide guidance on server and web configurations related to those applications.

3.9 Customer Services Group

Client service functions and technical support for the Client's System during the Project is coordinated by the CentralSquare Project Manager. After Go Live, CentralSquare's Customer Services Group is responsible for providing on-going support for the Client's System as defined in the Purchase Agreement and the Software Support Agreement.

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3.10 Account Manager

The Account Manager is an important resource to the Client throughout the life of their System. The Account Manager will be the primary contact and liaison for non-technical support issues, system changes and billing questions. They provide support for general Client service requests, manage requests for new software and services, and provide assistance with planning technology upgrades post System Go Live.

Having the Account Manager participate as a key Project member provides an enhanced level of continuity for the Client as they continue their relationship with CentralSquare.

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4 RECOMMENDED CLIENT ROLES AND RESPONSIBILITIES

4.1 Overview

Implementation of the Subsystems in a manner that meets the Client's operational needs requires collaboration with the Client's team. In general, the Client's Project team should include staff experienced in the operation and administration of the Client's current public safety technology systems as applicable to the scope of this project. Such teams may include representatives from the CAD Enterprise, Mobile Enterprise, Records Enterprise, and Jail Enterprise users and stakeholders. These "subject matter experts" need to be engaged through the course of the Project from initiation until live operations, and may be involved in the support and maintenance of the System and Subsystems after Go Live.

These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitment. The Client may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. The Client needs to periodically assess its staffing needs based on changes in the Client's operational use of this technology.

Often, there is overlap with these core responsibilities - therefore, the team can generally be kept to a small group, dependent upon the complexity of the system being implemented and the number of Subsystems.

In addition, it is recommended that the Client, early within the implementation process, identify those persons that will be responsible for the ongoing maintenance of the Client's System to include the technical and business processes. The application Administrators (CAD Enterprise, Mobile Enterprise, Records Enterprise, and Jail Enterprise), as well as the System Administrator, are very key to the success of the Project. It is paramount that the Client develops this team during the implementation process so that the Client successfully achieves a degree of self-reliance with the understanding of each of the Systems in addition to the generalized technical responsibilities.

4.2 Project Manager

The Client's Project Manager is the principal Client contact who will manage a team of Client Project personnel. The Client's Project Manager manages and coordinates Client's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports ("TCRs"), Project management plans, applicable configuration sheets, OSDs and IRDs, approval of the Project documentation and FT, and management of the Client's staff. Additionally the Client's Project Manager is responsible for coordinating the efforts, activities, and communications between CentralSquare and third-party vendors that are not CentralSquare Subcontractors, as well as any deliverables from these vendors to the Project.

4.3 System Administrator

The Client's System Administrator is the individual primarily responsible for managing the technical back-end of the System components, including Windows, SQL Server, network, hardware, data back-ups and log management. This individual is the primary technical point of contact representing the Client.

As identified in the Purchase Agreement and the Software Support Agreement, following the initial system installation, administration, and support for hardware (including the software operating system) and network

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Recommended Client Roles and Responsibilities

components are the responsibility of the Client. The Client needs to plan for support and maintenance through the development of Client resources, other departments within the Client's organization, or by contracting for such services. The Client should establish procedures for managing warranty service of hardware.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 2) management of Microsoft SQL Server including patches and service packs; 3) implementation of software prerequisites (in accordance with CentralSquare Documentation) on computers as needed for current operations and System upgrades; 4) monitoring, management and maintenance of the Client's network including LANs, WANs, wireless networks, security accounts and support connectivity (in accordance with CentralSquare Documentation); 5) hardware maintenance and troubleshooting; file and data back-ups and software and error log management; and 6) creation, maintenance and renewal of certificates of on-Premise systems.

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. If the System LAN is connected to the Client's administrative LAN/WAN¹, coordination will be important to avoid problems with the Client's network traffic. Personnel involved in System Administration should attend the applicable CentralSquare System Administrator Course(s). Where a large team is involved, a core team should attend a System Administrator Course and then the Client's System Administration team should conduct a smaller version of the training for local staff.

4.4 Records Enterprise Administrator

The Records Enterprise Administrator will have the responsibilities for the implementation, configuration, and maintenance of CentralSquare's Records Enterprise. This person or persons will be engaged in the implementation of the CentralSquare's Records Enterprise, and will participate in making decisions as it relates to implementing the CentralSquare's Records Enterprise.

Records Enterprise Administrator will attend the Records Enterprise Workshops throughout the course of the Project. This person should have a comprehensive understanding of the internal structure and workflow of Records Enterprise, departmental policies and procedures as well as how the records department interacts with dispatch and field operations personnel.

The Records Enterprise Administrator will be responsible for building and maintaining the Records templates, workflows and code tables. Additional activities include CentralSquare setup, assignment, and management of the agency specific Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Within the Multi-Agency environment, separate local Records administration staff may be required to manage the components used by each Agency - under the direction of an overall Central Records Administrator. Any personnel involved in Records administration should participate in the Records workshops so they are prepared to maintain Records Enterprise.

¹ CentralSquare recommends a dedicated LAN for CAD as documented in the System Planning Document.

4.5 Records Enterprise Output Designer Administrator

The Records Enterprise Output Designer Administrator will have the responsibilities for creating custom form outputs within Records using Microsoft SQL Server Reporting Services (SSRS), which can be accessed from the Records Enterprise Web UI Data Entry Templates. Using the Records Enterprise Output Designer application utility, the administrator will learn to generate a dataset based on the Records. The contents of this material are confidential and proprietary to CentralSquare Technologies, LLC and may not be reproduced, published or disclosed to others without the prior written consent of CentralSquare Technologies, LLC.

Recommended Client Roles and Responsibilities

Enterprise Module template, utilizing SSRS to customize the output based off a pre-defined default output report. This administrator will be responsible for configuring the templates to use the custom form output within the Records Enterprise Web Data Entry Designer tool in conjunction with the Records Enterprise Administrator.

This is an advanced role and the resource should have prior working experience using SSRS. CentralSquare will not provide training on SSRS. This resource will also need to be familiar with the Records Enterprise Templates as designed by the Records Enterprise Administrator.

4.6 GIS Consultant

The GIS Consultant is responsible for the mapping components required for Records Enterprise. Activities include providing the initial GIS files to CentralSquare for analysis. The GIS Consultant will be responsible for working with CentralSquare's GIS Consultant to implement mapping components for Records Enterprise.

During scheduled activities, the Client should have a fully dedicated person or persons. Post implementation workload is based upon the number and type of GIS data edits that will be necessary for the local operations.

4.7 Subject Matter Experts

Input from subject matter experts in all applicable areas (Records Enterprise and each of the Interfaces and external Systems that integrate with CentralSquare Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.

For Standard and Custom Interfaces, subject matter experts may be from the Client Agency, and third-party vendors. If the vendors are not CentralSquare Subcontractors, the Client will be responsible for engaging them in necessary discussions and documentation of the requirements.

The Client should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

4.8 Crime Analytics Dashboard Administrator

The Crime Analytics Dashboard Administrator(s) will be responsible for the management of the application, including users, permissions, and organization, as well as coordinating or providing any ongoing internal user training. This person or persons will be engaged in the implementation of the system and will participate in making decisions relating to its configuration.

The Dashboard Administrator will attend all of the Workshops/Trainings as purchased throughout the Purchase Agreement. This person should have a general understanding of the Client's internal structure and workflow.

4.9 Crime Analytics Dashboard Designer

The Crime Analytics Dashboard Designer(s) will have the responsibilities for creating and managing the application content (Widgets, Pages, Alerts, Queries on Demand, etc.) and may also be the Dashboard Administrator.

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Recommended Client Roles and Responsibilities

The Dashboard Designer will attend all of the Workshops as purchased throughout the Purchase Agreement. This person should have a comprehensive understanding of the analytical needs of the department or the user group they represent.

4.10 Application Trainers

A team of trainers is needed for training the Client staff on CentralSquare on an on-going basis. Trainers will be responsible for reading CentralSquare release notes and maintaining an understanding of new and existing features.

The Client should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

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5 PROJECT CONTROLLING PROCESSES

5.1 Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for Client communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for successful Project outcome.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving Custom Interface OSDs will delay the start and completion of the Interface development work, which may ultimately have an impact on the projected Go Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go Lives.

As part of the Project controlling process, upon completion of significant milestones and or tasks, CentralSquare will submit a Task Completion Report ("TCR") to the Client. The TCR serves as a formal tool for the purpose of verifying with the Client that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to the Client by CentralSquare's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Purchase Agreement. Upon execution of a TCR that is tied to a Project payment milestone, the Client will receive an invoice from CentralSquare's Accounting Department which must be paid based on the terms and conditions of the Purchase Agreement.

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The TCR will include the following information:

- a) Description of Work performed and products delivered.
- b) Comments noting any special circumstances.
- c) Product/Service deliverables listing the contract line items that are being recognized as delivered and will be invoiced.
- d) Related Payment Terms in accordance with the Purchase Agreement, for contract line items that will be invoiced relative to the TCR.

5.1.1 CentralSquare Responsibilities

- a) CentralSquare will prepare and submit TCRs for Client's signature upon completion of the applicable task.
- b) The TCR will cite the appropriate SOW reference.
- c) TCRs that trigger a payment will include the payment amount in accordance with the Purchase Agreement payment schedule.

5.1.2 Client Responsibilities

- a) Client will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.
- b) In the event that Client disagrees with a TCR, Client shall submit to CentralSquare a written explanation detailing why the Client believes that the subject of the TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this SOW. Such notification from the Client shall be provided to the CentralSquare Project Manager within five (5) business days of receipt of the TCR.

5.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Purchase Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include, but are not limited to a modification to Project scope, Standard or Custom products' functionality, CentralSquare and Client's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by the Client or CentralSquare, all Change Orders will be documented by the CentralSquare Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW.

All Change Orders must go through the CentralSquare's internal approval process before they can be presented to the Client for review and approval. Once the Change Order is generated, the Client Project Manager and CentralSquare Project Manager will review the proposed change and communicate as

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Project Controlling Processes

necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees in order for CentralSquare to properly investigate and scope of the requested change. If additional fees are required by CentralSquare to create a Change Order, those fees will be identified and communicated to the Client Project Manager prior to CentralSquare's investigation of the requested change. In such situations, CentralSquare will only proceed with the investigation required to create the Change Order if the Client has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the Client not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post Go Live delivery.

5.2.1 CentralSquare Responsibilities

- a) Change Orders will be prepared for submission to the Client when required.
- b) Where Project changes require Engineering-level modifications, CentralSquare will perform requirements capture necessary to prepare required documentation including a high level description of the change for Client review and approval.
- c) Where Project changes require Engineering-level modifications, Client will be informed of the delivery mechanism (version and schedule).

5.2.2 Client Responsibilities

- a) When applicable, the Client will identify the services or deliverables that will be subject to a Change Order, per the Purchase Agreement between both parties.
- b) When applicable, the Client will identify changes to features or functionality related to CAD, Mobile, Records, Jail, Interfaces, or any other Subsystems that will require a change order. This process may also include participation with the requirements process.
- c) Client will approve and process Change Orders in a timely manner.

5.3 Project Reporting

CentralSquare will provide Monthly Status Reports advising the Client Project Manager and key Client Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CentralSquare and CentralSquare's Subcontractors' Deliverables. The Project Status Reports will include the following:

- a) Accomplishments during the Reporting Period.
- b) Planned upcoming activities.
- c) Issues.
- d) Risks.
- e) Key Action Items.

In addition, the CentralSquare Project Manager will hold bi-weekly status meetings/conference calls to update the Client on the status of the Project and key action items and deliverables.

During the course of the Project, one or more Project journals will be created to document Project issues and action items. These journals are generally product specific and are used by the Project Manager and other

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Project Controlling Processes

team members to facilitate successful Project completion. Project journals are reviewed with the Client during bi-weekly Project status calls and on an as needed basis through the course of the Project. The Project Manager is responsible for periodically providing copies of updated journals.

CentralSquare will provide an updated Project Schedule advising the Client Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for the Client team, and the Client may add such tasks, owners, and durations to the Project in collaboration with CentralSquare Project Manager. The Project Schedule will consist of the following:

- a) Major Tasks.
- b) Task Responsibility.
- c) Task Duration.
- d) Major Milestones.
- e) Tasks Completed.
- f) Tasks in Progress.

5.3.1 CentralSquare Responsibilities

- a) Provide a written report of Project status once a month.
- b) Track issues and action items to closure through product specific journals. The Client will be periodically provided with updated copies of the journal.
- c) Conduct status meetings/conference calls every two weeks.
- d) Maintain an up-to-date Project Schedule.

5.3.2 Client Responsibilities

- a) Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.
- b) Participate in Project status meetings.
- c) Ensure participation of personnel in tasks and meetings.

5.4 Document Review

In the course of the Project, CentralSquare will deliver several documents to the Client for review. These documents will include but are not limited to the Pre-Go Live Acceptance Test Procedure, Project Schedule, OAR trip report, OSD, Training Material and Interface Requirement Documents for the Project. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided in electronic (soft copy). If Client desires printed (hard copy) documentation, it is their responsibility to print and bind the desired copies. The CentralSquare Project Manager will retain a copy and provide Client with a copy.

Should the Client find any document unacceptable, the Client must provide specific reasons in writing to the CentralSquare Project Manager. CentralSquare can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

In order to ensure compliance with the Project Implementation Schedule, the Client is responsible for the review of such documents and providing any comments to CentralSquare within five (5) business days.

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5.4.1 Documents Subject to Client Approval

- a) Change Orders
- b) Operational Scenario Documents (OSD)
- c) Application Configuration Sheet
- d) Pre-Go Live Functional Test Procedure documents
- e) Task Completion Reports

5.4.2 Documents Subject to Client Review not Requiring Approval

- a) Project Schedule
- b) Note: The Project Schedule and any changes hereto are to be mutually agreed upon between the Client and CentralSquare.
- c) Project Status Reports
- d) OAR Trip Reports for Records Enterprise
- e) Interface Requirements Documents (IRD)

5.4.2.1 CentralSquare Responsibilities

- a) Distribute the documents to the Client.
- b) Coordinate the process to consolidate comments and edit documents.
- c) Manage the signoff process for applicable documents and the distribution of originals to the Client and CentralSquare for filing.

5.4.2.2 Client Responsibilities

- a) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.
- b) Review the documents presented and provide the appropriate information back to CentralSquare within ten (10) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

5.5 Third-Party Management

CentralSquare will be responsible for the management of third parties that have been identified as Subcontractors or executed Change Orders to the Purchase Agreement. The identified CentralSquare Subcontractors under the Contract are the following:

- a) None

As part of the Subcontractor agreement, all communications between those third parties and the Client will be managed by CentralSquare. Any communication directly between the Client and third parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by CentralSquare unless an appropriate Change Order has been prepared.

Conversely, the Client will be responsible for the management of third parties that CentralSquare is not responsible for. The Client will be responsible for the facilitation of discussions and the acquisition of

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materials from those third parties that are necessary for the configuration and development of the Client's System.

5.5.1 CentralSquare Responsibilities

- a) Assume responsibility for third parties that are the responsibility of CentralSquare within the terms of the Purchase Agreement between CentralSquare and the Client.
- b) Process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Inform the Client when configuration and or programming will require interaction and/or documentation from a third-party which is not the responsibility of CentralSquare under the Purchase Agreement between CentralSquare and the Client.

5.5.2 Client Responsibilities

- a) Work directly through CentralSquare with regard to third parties that are the responsibility of CentralSquare.
- b) Review, sign and process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Facilitate interaction between CentralSquare and third parties not the responsibility of CentralSquare to include conference calls, answers to questions and documentation as requested.

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6 PROJECT INITIATION AND PLANNING

6.1 Overview

Project Initiation and Planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between the Client and CentralSquare during this process is at a high level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major Deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are successfully completed and as the Project nears Go Live and Project completion.

Note: The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from the Client and CentralSquare.

6.1.1 CentralSquare Responsibilities

- a) Assign a Project Manager to the Project to participate in Initiation phase activities.
- b) Produce required documentation to support Initiation activities (such as Standard IRDs, System Planning Document, etc.)
- c) Review and finalize the SOW with the Client.
- d) Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.
- e) In collaboration with the Client, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).
- f) Baseline the Project Schedule.
- g) Prepare and submit the TCRs for Client acceptance of the Project Management Plan as defined above.
- h) Develop and submit invoice for payment due at execution of the Purchase Agreement.

6.1.1.1 Client Responsibilities

- a) Assign a Project Manager for the Project to participate in Initiation phase activities.
- b) Identify and engage the Client's Project team.
- c) Review and comment on the CentralSquare Project Management Plan and the Project Schedule.
- d) Review and comment on CentralSquare provided documentation to support Initiation activities.
- e) Finalize and approve the SOW with CentralSquare.

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- f) Approve the TCRs for the Project Management Plan within 5 business days.

6.1.2 Project Kick Off

During the planning phase, the CentralSquare Project Manager will hold a Kick-Off meeting with the Client's Project team. During the Kick-Off meeting, the CentralSquare Project Manager will provide an overview of the following:

- a) The CentralSquare Execution Process.
- b) A high level description of Project Deliverables.
- c) Roles and responsibilities for the Project team members.
- d) A high level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
- e) Describe the work that has been either completed, is in progress or is due to begin within the immediate future.
- f) Review any project related questions from the Client's team.

6.1.2.1 CentralSquare Responsibilities

- a) Prepare the agenda and set a date for the Kick-Off that is convenient to the Client and CentralSquare Team.
- b) Distribute any documents that the Client should review in advance of the Kick-Off meeting.
- c) Conduct the Kick-Off meeting.

6.1.2.2 Client Responsibilities

- a) Work with the CentralSquare Project Manager to facilitate scheduling a date for the Kick-Off meeting.
- b) Schedule the appropriate personnel from the Client's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.
- c) Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

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7 PROJECT EXECUTION

7.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of: 1) a review of Deliverable documents; 2) Development, configuration, Installation and testing of software and hardware deliverables, and 3) Delivery of Project related services such as Project related training. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

7.2 System Installation

System installation is one of the early processes in the Project implementation phase, and has a significant impact on and critical dependency on a number of key activities. All tasks and activities related to System Installation are included in this section and will occur in the order presented. Note that other project activities can occur concurrently or between these steps.

7.2.1 Review Hardware Specifications

CentralSquare and Client will review the specifications to ensure that the correct hardware and third-party software components are procured and installed. CentralSquare will only be responsible for procurement of the hardware and third-party software that is explicitly listed under the Agreement as CentralSquare Deliverables or Deliverables of CentralSquare's Subcontractors.

7.2.1.1.1 CentralSquare Responsibilities

- a) Provide hardware and Third-party specifications to Client.

7.2.1.1.2 Client Responsibilities

- a) Review and validate hardware and Third-party specifications.

7.2.2 Hardware and Third-party Software Provisioning

CentralSquare and Client will procure hardware, third-party software, and equipment per CentralSquare's recommended Specifications. CentralSquare is only responsible for procurement of the hardware and third-party software that is identified as CentralSquare Deliverables in the Purchase Agreement.

If the hardware and third-party software is procured by the Client, it is the Client's responsibility to procure the required equipment based on CentralSquare approved specifications, and to ensure the timely delivery of the hardware and third-party software to the site to allow timely implementation of the System and Subsystems.

Where the Client is responsible for procuring the server hardware, the Client will be responsible for completing the following steps:

- a) Fully configuring the servers with cores, memory, and disks.
- b) Loading VMware and Microsoft Windows.
- c) Partitioning disk drives and the implementing of applicable Raid level based upon CentralSquare documentation.
- d) Assigning the computer name and IP address based upon CentralSquare documentation.

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- e) Creating the SSL Certificates needed for each server which requires one based upon CentralSquare documentation.
- f) Providing the media and licenses for SQL Server in a location accessible by the servers

7.2.3 Hardware Staging and Preparation for Installation

The Client will be performing basic server integration for all servers. Basic server integration includes placing the servers in the racks, joining them to the existing domain, with the Domain Controller in place, running the CentralSquare pre-requisite DVD on CAD Enterprise and Mobile Enterprise servers, and establishing remote connectivity capability (VPN and Remote Desktop, or Bomgar) for authorized CentralSquare personnel to perform configuration. These activities will be coordinated between CentralSquare and the Client IT staff. Guidance will be provided by CentralSquare's Client Installation Services (CIS) team as required. If the Client is not willing to complete the basic server integration, this task may be performed by CentralSquare or CentralSquare's Subcontractors at additional cost.

In order to start configuration, the Client must provide remote connectivity to CentralSquare. The Client must also provide the server names, IP addresses, Administrator Account Information (User Name, Password), Services Account Information, and the location of 3rd Party Software media (such as SQL). An Installation Service Request (ISR) will be provided to the Client that organizes this information in to the CentralSquare preferred format. The Client is responsible for providing the completed ISR to CentralSquare no later than two (2) weeks prior to the installation activities.

The Client is responsible for ensuring that the site is prepared and ready for the installation of hardware, third-party software, and CentralSquare as detailed in CentralSquare's documentation including the System Planning Document no later than two (2) weeks prior to the scheduled Installation date. Delay in providing this information in its complete form will result in a delay in the Installation and the activities that follow installation of the System.

At least one (1) week prior to installation, a member of the CentralSquare CIS team will verify: (1) connectivity to the Client site via CentralSquare BeyondTrust Remote Support or CentralSquare Securelink, (2) connectivity to each of the servers, and (3) access to all required security accounts.

If the service accounts, and connectivity are not ready the Project may be rescheduled, which may have an impact on the overall Project Timelines.

7.2.3.1 CentralSquare Responsibilities

- a) Provide the System Planning Document
- b) Facilitate a hardware review prior to hardware/OS procurement.
- c) Procure equipment and third-party software if included in the Purchase Agreement as a CentralSquare deliverable
- d) Provide guidance and assistance as necessary if the system equipment is procured by the Client.
- e) Distribute the Installation Service Request (ISR) document to the Client.
- f) Assist in the Client in completing the ISR.
- g) Review the completed ISR prior to the installation.
- h) Test the remote connectivity to the site prior to installation of the hardware and software.
- i) Install the Microsoft SQL software.
- j) Prepare and submit a TCR for Client review and approval upon completion of these activities.

7.2.3.2 Client Responsibilities

- a) Complete the Installation Service Request (ISR) document and provide to CentralSquare.
- b) Prepare a network diagram and provide to CentralSquare.

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- c) Perform site preparation, as specified in the System Planning Document and ISR.
 - d) Assign the computer name(s) and IP address(es) based upon CentralSquare documentation.
 - e) Establish remote connectivity capability (BeyondTrust or Securelink provided by CentralSquare) for authorized CentralSquare personnel to perform software installation and configuration.
 - f) Run CentralSquare Pre-Requisite Executables on all applicable Enterprise servers prior to any installation work being performed.
 - g) Provide all horizontal and vertical cable runs, pathways, coring, access points, floor cutting or drilling, and related tasks related to cable and equipment installation.
 - h) Provide all Client-supplied telephone, external interface connection points, electrical power and other receptacles within manufacturer recommended distance of the equipment and all peripheral components.
 - i) Provide and install all data communication lines, modems, hubs and routers, cabling, equipment and other components necessary for system operation and maintenance and for remote sites and connection to other systems. All lines will be clearly identified and tested.
 - j) Provide TCP/IP communications and connection to the hub equipment provided in support for any existing networks, workstations and printers that are to have access to the CentralSquare applications.
 - k) Obtain all necessary IP addresses and schemes.
 - l) Allow remote access to CentralSquare to all development and system “root” accounts on all servers running CentralSquare licensed Software.
 - m) Procure equipment and third-party software if it is the responsibility of the Client according to the Purchase Agreement.
 - n) Install operating system software, perform Windows Genuine Advantage validation, and install all Windows Updates for Client procured hardware unless the service is specified as a CentralSquare responsibility in the Purchase Agreement.
 - o) Perform basic server integration including, but not limited to:
 - a. Installation of servers in applicable racks.
 - b. Joining servers to the existing domain with the domain controller in place.
 - c. If applicable, install and setup of the VM environment.
 - p) Provide CentralSquare with all necessary configuration documentation which includes machine naming, IP addresses, Administrator Account information, Service(s) Account information, naming convention, and connectivity as prescribed.
 - q) Provide CentralSquare with a high-level network diagram. The diagram should be provided prior to CentralSquare installation.
 - r) Install all peripheral equipment, including scanners, printers, barcode readers, etc.
 - s) Create and maintain SSL certificates for the servers which require them, per CentralSquare documentation.
 - t) Approve the applicable TCR.

7.2.4 Basic Server Preparation and Network Services

Performing the services listed in this section is a responsibility of the Client. If these services are explicitly included in the Purchase Agreement, CentralSquare or a CentralSquare Subcontractor will implement 3rd party software and/or hardware solutions based upon the following task list. These solutions can include but is not limited to, SAN, Citrix, VMware, and Domain Controller configurations.

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These services can be performed on site or remotely via a VPN connection. These services will be performed at additional cost to the Client and are not included in CentralSquare's standard installation services.

7.2.4.1 Client Responsibilities

- a) Provide the facility suitable to house Server hardware and network infrastructure.
- b) Have a member of the Client's IT staff available while software/network configuration is being performed.
- c) When deploying a SAN, configure the applicable RAID configuration, create the LUN(s) and present them to the physical or virtual servers.
- d) When deploying a Citrix Server, CentralSquare or a CentralSquare Subcontractor will install Citrix Web Services server (if not already deployed at the client site), Microsoft Terminal Services server (if not already deployed at the client site), Citrix XenApp Server, publish the CAD Enterprise Application, Citrix client installation as outlined in the agreement.
- e) If the VM servers are not procured through CentralSquare, the Client is responsible for building individual servers.
- f) When deploying a VMware solution, install the VMware operating system, connect physical host servers to a SAN if applicable, configure vCenter, create a VM Template for Interfaces and business servers, and configure vMotion and High Availability (HA) if applicable. The Client is also responsible for building individual VM servers.
- g) If required, deploy the Domain Controller by adding the member server to an existing Domain or create a new Domain, promote the member server to Domain Controller, enable and configure DNS, enable and configure DHCP if required.
- h) Create domain account(s) for CentralSquare's remote support connectivity and access so that CentralSquare can assist Client with installation and ongoing maintenance
- i) Perform all necessary network configurations, to include but not limited to determining the network design routing protocols, subnet mask, redundancy, router and switch configuration.
- j) Create Networking/Server documentation to illustrate intended configuration.

Note: VMware, vMotion and HA require a SAN or a way to present shared storage to the physical host servers in a VMware virtual farm.

Note: Network and Server security are always a responsibility of the client.

7.2.5 System Installation

Once CentralSquare and the Client have prepared the site based on CentralSquare documentation, to include the System Planning Document and the applicable ISR form is completed, a CentralSquare Client Installation Services specialist will perform the CentralSquare installation services.

These services will be performed remotely, unless otherwise specified in the Purchase Agreement, and include installation of the contracted CentralSquare products on the quantity of servers and workstations as specified in the Purchase Agreement.

These installation activities will be coordinated between CentralSquare and the Client.

Note 1: All SQL server licenses will be installed by CentralSquare. The Client is responsible for making the media and license keys available to CentralSquare for the installation.

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Note 2: The Installation services for different components of the System may be performed at different times, based on the implementation and deployment timelines for each Subsystem.

Note 3: The scope of installation services and the number of servers and workstations to be installed and configured by CentralSquare is limited to the servers and workstations that have been explicitly listed in the Purchase Agreement. If the Client has been granted Site Licensing for selected CentralSquare, CentralSquare is only responsible for the initial installation services, and installation of additional servers will be subject to additional charges.

Note 4: If Client does not follow the processes and procedures detailed in the CentralSquare System Planning Document and this results in a need for reinstallation of the hardware or software, the reinstallation effort will be performed at additional cost to the Client If determined to be as a result of a significant process and procedural oversight deviating from the System Planning Document.

Note 5: At CentralSquare's discretion, CentralSquare may perform installation activities for certain components of the system onsite.

The following pre-requisites must be in place prior to the start of CentralSquare installation:

- a) Site preparation is complete as outlined in the sections above.
- b) Hardware has been installed at Client site.
- c) Client has provided CentralSquare with remote connectivity to all applicable servers.
- d) All SSL Certificates required for operation must be created per CentralSquare documentation.
- e) Client had provided CentralSquare all relevant documentation as outlined in the sections above to include licensing keys, IP addresses, username/passwords, and the completed ISR.

7.2.5.1 Client Responsibilities

- a) Allocate appropriate onsite Project personnel to support CentralSquare personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the installation of the baseline application software. Appropriate Client personnel include the necessary IT personnel and database administrator(s) as needed during installation.
- b) Complete the configuration of workstations (after the installation of the limited number of workstations by CentralSquare) using the Prerequisite Installation DVD and applicable Launch configurations.
- c) Put in place CentralSquare's recommended backup procedures as outlined in the System Planning Document and ensure backup procedures are consistently followed beginning at the completion of this task.
- d) Install and configure virus scanning software as outlined in the System Planning Document.
- e) Provide SSL Security Certificates for all CentralSquare web-enabled applications that require a certificate, configured per CentralSquare documentation.
- f) After completion of the initial installation and configuration of System servers, the Client will be responsible for maintaining the System based on CentralSquare System Document, and the technical hand-off from CentralSquare Technical Services department. Specifically, the Client's IT staff is responsible completing the following activates related to Enterprise Subsystem servers:
 - Updating Training/Test Systems with fresh data (from Production) as needed
 - Continued updating and monitoring of virus scan software

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- Application of Windows updates
- Following the procedures for System Upgrade
- Managing/Reviewing system logs (SQL and Event Logs)
- Management of Microsoft and other Third-party Software include patch applications and upgrades as needed for new Subsystem versions.
- Deployment and use of the Prerequisite Installation DVD for Subsystem upgrades as required.
- Review and approve the applicable TCRs.

7.2.5.2 CentralSquare Responsibilities

- a) Install and configure Microsoft SQL to operate with each of the applicable CentralSquare product(s).
- b) Install Citrix Web Services server (if not already deployed at the client site), Microsoft Terminal Services server (if not already deployed at the client site), Citrix XenApp Server, publish the CAD Enterprise Application, Citrix client installation as outlined in the Contract.
- c) Configure the System servers in the applicable environments (Production, Test, Training, and Disaster Backup environments, if provisioned by the Purchase Agreement).
- d) Install and configure the applicable CentralSquare system(s), such as Records Enterprise on the designated servers and applicable environments as specified in the Purchase Agreement.
- e) Provide verbal support to the Client with self-installation procedures for the workstations using the CentralSquare provided Prerequisite Installation DVD and applicable Launch configurations.
- f) If applicable, create data dumps for Microsoft SQL database backups (as a backup for Records Enterprise databases).
- g) After completion of the initial installation and configuration of each major System (such as Records Enterprise servers), a member of Technical Services team provides a technical hand-off to designated staff from the Client's information Technology team via a conference call. The following major topics will be discussed during this technical hand-off:
- h) Proper procedures for performing System Backups:
- i) File Structure – Inclusions and exclusions
- j) Databases
- k) Moving Backups to media
- l) Proper procedures for refreshing Test/Training system (and related documentation)
- m) Approved configuration and use of Virus Scan software
- n) Approved procedure for application of Windows updates
- o) System Upgrade process and procedures
- p) Support Website and CentralSquare list server access
- q) Managing/Reviewing system logs (SQL and Event Logs)
- r) Prepare and submit a TCR upon completion of the installation tasks and activities.

7.2.6 Cloud Virtual Provisioning

Cloud virtual provisioning will be the responsibility of CentralSquare. Implementations may be Cloud only, or a combination of cloud and On-Premise. For combinations of Cloud and On-Premise the guidelines on hardware and server/network preparation remain in effect for the On-Premise portion.

7.2.6.1 CentralSquare Responsibilities

- a) Technical meeting with the client network\systems administration staff
- b) Provision VPN tunnel to client's endpoint
- c) Provide port, protocol information to Client for firewall rules

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- d) Provide guidance on DNS forward lookup zones needed for interoperability between client networks and cloud deployment
- e) Provide guidance on routing needed from client networks to cloud environment
- f) Configure tunnel for all client workstation subnets
- g) Provision cloud systems
- h) Provide URLs and any other paths for client connectivity
- i) Configure on premise message switch to communicate with cloud deployed systems
- j) Perform Connectivity tests with client assistance at least one week prior to any workshops

7.2.6.2 Client Responsibilities

- a) Provide an endpoint device compatible with Cisco ASav VPN
- b) Provide end point public IP address for VPN tunnel to CentralSquare cloud environment
- c) Work with CentralSquare technical staff to provision the VPN
- d) Open firewall as directed by CentralSquare Technical staff.
- e) Implement DNS forward lookup zones for interoperability with cloud environment
- f) Provide routing rules to route traffic through the VPN tunnel as advised by CentralSquare technical staff
- g) Identify subnets where workstations will connect to the cloud environment from
- h) Perform connectivity tests, with CentralSquare assistance at least one week prior to any workshops

7.3 Implementation of Records Enterprise

Records Enterprise is implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the Client are identified, the configurations are verified, and the system is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for Records Enterprise.

7.3.1 Records Enterprise System Orientation

The Records Enterprise System Orientation is conducted at the Client's site and led by a CentralSquare Consultant. This System Orientation can be conducted in conjunction with CAD Enterprise if purchased together.

Some key discovery points for the Records Enterprise System Orientation are as follows:

- a) Work Flow – Understanding the setup for work flow processes from the field report to the State Submission. This may include time observing Departmental Divisions (such as Patrol, Records, Investigations, Property and Evidence, and the like).
- b) Review reporting requirements.
- c) Event numbering (Incidents) including master incident numbers and case numbers.

It is recommended that the number of attendees in the System Orientation is limited to 10 to allow for more effective communication during the session. Based on the key discovery points during this session, it is necessary that the attendees include individuals who can properly address these key points and make configuration decisions.

During the System Orientation session the Consultant will facilitate an operational overview of Records Enterprise by demonstrating the report flow from creation to approval and case assignment.

7.3.1.1 CentralSquare Responsibilities

- a) Schedule the System Orientation meeting in accordance with the Client's availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas and documents for Client review or completion two weeks prior to each meeting.
- c) Conduct the meetings based on the distributed agenda.
- d) Document the Client's requirements and configuration specifications resulting from the System Orientation discussions.
- e) Document and assign owners and due dates to any action items and track all action items to closure.

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- f) Document any gaps between the standard functionality of the System and functionality required by the Purchase Agreement for further analysis and discussion and/or facilitate the change control process. Client requested changes for changes beyond the scope of the Purchase Agreement will be evaluated at this phase, but will have to be evaluated for the potential impact on the Project Schedule and for additional project charges to be paid by the Client.
- g) Produce a System Orientation Report with the key decisions and configuration points as a result of the System Orientation.
- h) Prepare and submit a TCR upon completion of relevant activities.

7.3.1.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the System Orientation to include a computer projector, whiteboards, and adequate seating. Two projectors are preferred.
- b) Ensure participation of key stakeholders and decision-makers in the System Orientation process.
- c) Provide subject matter experts that can explain the agency's current work flow and application processes. These persons should have the ability to make decisions regarding any changes in work flow that may arise through the use of the new Records Enterprise System.
- d) Provide subject matter experts that will be the Records super users, as well as a person or persons that will be responsible for the ongoing maintenance of the Records Code Files and configuration (Records Administrator).
- e) Provide subject matter experts that will be responsible for translating the geopolitical/operational boundaries into data (ESRI shape files) suitable for use within the Records.
- f) Provide subject matter experts that will be responsible for the maintenance of the agency's street centerline data.
- g) Review and approve applicable TCRs.

7.3.2 Records Enterprise Administration and Review Training

The Records Enterprise Administration and Review Training is a hands-on course for Records Enterprise System Administrators conducted once Records is installed at the Client site. During the course, students will learn how to create users, assign roles, create Records templates and assign workflows. Students also learn overall administration responsibilities for implementation, configuration, and maintenance of Records Enterprise.

Participants include key members of CentralSquare's implementation team and should not exceed ten (10) core members of the Client's implementation team. The Client's team should include Records Central and Local Administrators.

Following the training, ownership of the Records System Build transfers to the Client. The Client will enter the balance of the Code Files, build templates, create workflows, and complete the build of personnel. The Client also becomes responsible for maintaining Code Files (personnel, Violation Codes, Property Locations, and the like) that must be continuously updated to keep the Code Files in Go Live ready status. During this phase, the assigned CentralSquare Business Analyst will provide consultation services.

The Records Enterprise Administration and Review Training will be up to three (3) days.

7.3.2.1 CentralSquare Responsibilities

- a) Schedule the Records Enterprise Administration and Review Training in accordance with the Client's availability and the Project Schedule.
- b) Prepare and distribute the meeting agenda and documents for Client review or completion to all required attendees two weeks prior to the training.
- c) Conduct the meetings based on the distributed agenda.
- d) Create the project checklist itemizing the tasks for completion throughout the Records implementation.
- e) Provide the Client team with a copy of the Records Enterprise User and Administration Guides.

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- f) Prepare and submit a TCR upon completion of the training.

7.3.2.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the training activities.
- b) Ensure participation of the appropriate personnel.
- c) Continue the code file building activities after completion of this training.
- d) Review and approve the applicable TCR.

7.3.3 Records Enterprise Base System Build

After completion of the Records Enterprise Administration and Review Training, it is the responsibility of the Client to assume ownership of building and maintaining the Records templates, personnel, and roles.

This will be an iterative process throughout the implementation of Records building upon knowledge learned through each training class and workshop. The assigned CentralSquare Business Consultant will work with the Client to start and supervise the initial Code File building process during the workshops. The Client will be actively involved and responsible for the Code File configuration process throughout the project.

CentralSquare will deliver the Records Enterprise System with the base NCIC Codes. The Client is responsible for building and maintaining the System Codes, Personnel, Property Locations, and Violation Codes (including local ordinances). The CentralSquare Business Consultant will begin the System Build with a base of 50 personnel entered in to the system. The Client is responsible for the remaining Personnel data being entered and maintained.

Note: It is the responsibility of the Client to complete the UCR/NIBRS code mapping to the violation codes.

Validation through the implementation until OAR allows for the continual review and updating of the Code File setup while limiting the risk of rework. This task is considered to have been completed when the Business Consultant has demonstrated the Records functionality at the Validation and Readiness Workshop.

When purchased, the RMS API allows full record inserts and full record replacement (if, however, the same record is imported a second time with updates from a third party vendor, any edits from Records Enterprise after the initial report will not be retained). Additional functionality includes the ability to import against the non-default summary template, and the ability to import attachments against the case/summary/report. Note that draft endpoints (i.e., incomplete records) are not supported by the API, meaning they do not come over.

7.3.3.1 CentralSquare Responsibilities

- a) Monitor and evaluate the System build throughout the implementation and provide guidance as needed.

7.3.3.2 Client Responsibilities

- a) Provide timely input and updates to the Templates, Workflows, Users, Roles, and System codes.
- b) Continue building the Templates, Workflows, Users, Roles, and System Code Files (those not built by CentralSquare) through completion.

7.3.4 Geographical Information Services

7.3.4.1 Data Evaluation

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The CentralSquare GIS Consultant will work with the Client to create the address locator packages and configure the Records GIS services. GIS data must be from a single integrated source when delivered to CentralSquare for conversion.

7.3.4.2 CentralSquare Responsibilities

- a) Evaluate Client-supplied GIS data to ensure it is formatted correctly for creation of the address locator packages.
- b) Create the address locator packages, and configure the Records GIS services
- c) Prepare and submit a TCR upon completion of this work.

7.3.4.3 Client Responsibilities

- a) Provide data in the required format, and per Project Schedule.
- b) Based on the analysis provided by CentralSquare, make needed changes to mapping data to allow the resulting GIS data to meet CentralSquare's mapping data requirements.
- c) Review and approve the appropriate TCR.

7.3.5 Records Enterprise Workshops

After the Records Enterprise Administration and Review Training has been completed, the CentralSquare project team will conduct one or more Records Enterprise workshops either remotely or at the Client site. This session is intended to be an extension to the Records Enterprise Administration Training for more complex implementations and multi-jurisdictional agencies as specified in the contract. Each Records Enterprise workshop will be up to three (3) days. An example of workshops would be (Incident/Arrest/Case Management), (Crash/GEARS, Citation, Other Event), or (Records Administration). If the Project includes multiple Workshops, they may or may not be scheduled to occur over consecutive weeks.

Participants include key members of CentralSquare's implementation team and should not exceed ten (10) core members of the Client's implementation team. The Client's team should include Records Central and Local Administrators.

7.3.5.1 CentralSquare Responsibilities

- a) Schedule the Records Enterprise Workshop in accordance with the Client's availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting.
- c) Conduct the meetings based on the distributed agenda.
- d) Prepare and submit a TCR upon completion of the workshop.

7.3.5.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the training activities.
- b) Ensure participation of the appropriate personnel.
- c) Continue the code file building activities after completion of this training.
- d) Review and approve the applicable TCR.

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7.3.6 Records Enterprise Output Designer Workshop

The CentralSquare project team will conduct the three (3) day Records Enterprise Output Designer Workshop at least 6-8 weeks upon completion of the (Incident, Arrest, Case Management Workshop). CentralSquare recommends the Records templates should be 90-95% complete prior to this workshop to prevent rework on the form outputs.

This session is intended for creating custom form outputs using Microsoft SQL Server Reporting Services (SSRS), which can be accessed from the Records Enterprise Web UI Data Entry Templates. Using the Records Enterprise Output Designer application utility, attendees will learn to generate a dataset based on the Records Enterprise Module template, utilizing SSRS to customize the output based off a pre-defined default output report. Attendees will also learn how to configure the templates to use the custom form output within the Records Enterprise Web Data Entry Designer tool.

This is an advanced Workshop and attendees must have prior experience using SSRS. CentralSquare will not provide training on SSRS. This Workshop has a class size limitation of five (5) students.

7.3.6.1 CentralSquare Responsibilities

- a) Schedule the Workshop in accordance with the Client's availability and the Project Schedule.
- b) Prepare and distribute the Workshop agenda and documents for Client review or completion to all required attendees two weeks prior to the training.
- c) Conduct the meetings based on the distributed agenda.
- d) Prepare and submit a TCR upon completion of the Workshop.

7.3.6.2 Client Responsibilities

- a) Provide workstations with Records Enterprise and SQL Server Reporting Service access.
- b) Provide adequate facilities to comfortably conduct the Workshop to include an overhead projector and whiteboard.
- c) Ensure participation of the appropriate personnel.
- d) Continue the Output Designer activities after completion of this training.
- e) Review and approve the applicable TCR.

7.3.7 Records Enterprise Pre-Go Live Functional Testing (FT)

Records Enterprise Pre-Go Live Functional Testing follows a standard content, approach and format. An Records Enterprise Consultant assists the Client with acceptance testing prior to the start of End User Training. This process will be based on the standard CentralSquare FT documents. The FT documents have a standard content and format. The standard CentralSquare FT documents will be sent to the Client for review prior to conducting the tests. The FT results are documented in a TCR for verification and approval by the Client. Upon completion of FT, the Client and CentralSquare will review the list of FT failures (if any), and perform an assessment of the critical errors and determine the timeline for remedying the critical issues (pre versus post Go Live).

Participants include key members of CentralSquare's implementation team and should not generally exceed five (5) core members of the Client's implementation team.

The Client, with CentralSquare assistance as needed, will repeat any specific critical failed FT tests following the correction of critical issues which has caused the test to fail. This process will not include a repeat of the entire tests.

Note: CentralSquare may organize at its discretion, separate breakout FT sessions for subsections of the FT documents that are applicable only to one agency (for example, applicable only to a Sheriff's

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Department or single agency). Each test will be executed once, and all applicable users and agencies must attend the FT session and observe the tests.

Note: Successful completion of the FT as part of the Pre-Go Live testing process does not constitute Final System Acceptance if such a Post-Go Live Reliability Testing is defined in the Purchase Agreement.

7.3.7.1 CentralSquare Responsibilities

- a) Deliver CentralSquare's standard FT documents to the Client no later than two weeks prior to conducting the FT.
- b) Provide a TCR to the Client to approve the receipt of the FT documents.
- c) Assist the Client in conducting the FT in accordance with FT documents.
- d) Identify and document any issues discovered during the FT.
- e) Upon completion of FT prepare and submit a TCR to the Client, including a list of any exceptions to FT.

7.3.7.2 Client Responsibilities

- a) Work toward the timely completion of all predecessor tasks to include the base code table entry and configuration.
- b) Provide adequate facilities to execute the FT.
- c) Lead the FT by providing operational subject matter experts.
- d) Assist CentralSquare in documenting FT findings and results.
- e) Review and approve the appropriate TCRs.

7.3.8 Records Enterprise Training

Note: Training classes are conducted based on the quantities that are specified in the Purchase Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Purchase Agreement.

Records Enterprise Training classes are conducted on consecutive weekdays (Tuesday-Friday) during business hours. Alternate training schedules (multiple classes per day, evening, and weekend classes) will be subject to additional charge. Training classes will only be delivered after the Records Enterprise FT has been completed and the results are documented.

Descriptions of classes are provided below.

7.3.8.1 CentralSquare Responsibilities (for all Records Enterprise Classes)

- a) Conduct a training orientation via conference call between the assigned CentralSquare Training personnel and the designated Client representative. The objective of this session is to define the Training Schedule, based on the configurations of the Subsystem.
- b) Schedule the Records Enterprise Training class(es) in accordance with the Client's availability and the Project Schedule.
- c) Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting.
- d) Develop and provide the Records Enterprise Training Plan for all licensed product options to the Client.
- e) Conduct the training session(s) for the licensed product options on a mutually agreed to schedule.
- f) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

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7.3.10.1 Client Responsibilities (for all Records Enterprise Classes)

- a) Participate in the training orientation by providing a decision maker that can articulate the specific business practices that have been used in guiding the build of the Client's System.
- b) Provide adequate facilities for the execution of the training to include adequate seating for each workstation and an overhead projector.
- c) Provide a Local Records Administrator for each class that can answer agency specific questions as related to the build of the Client's system.
- d) Review and approve the applicable TCRs.

7.3.10.2 Records Enterprise End User Training – Records

The Records Enterprise End User Training for Records is a hands-on course that prepares the students to add, edit, and modify Incident, Arrest, Custody, Crash, Citation, Field Interviews, State Reporting, Redaction and Expungements. This class also instructs users on how to search crime report records easily and efficiently. Students learn how to maintain State-reportable UCR/NIBRS reports. This class is recommended for all personnel responsible for the day-to-day records data entry and maintenance of all departmental reports. This three-day course prepares a core set of end users to use Records Enterprise.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the internal structure of the Records Department and departmental policies and procedures. 3) An understanding of how the Records Department interacts with Dispatch and Patrol.

7.3.10.3 Records Enterprise End User Training – Field Officers

The Records Enterprise End User Training for Field Officers session is a hands-on course designed to train students to use Records Enterprise and includes instructions on how to create and submit Incident, Arrest, Field Interview, Citation, and Crash (or applicable modules) through the workflow process. For the train-the-trainer portion of the class, CentralSquare prepares selected Client personnel to train other end users on Records Enterprise. The goal is to prepare these personnel to apply CentralSquare's training concepts to train field users on Records Enterprise.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and reporting procedures. 3) An understanding of how Patrol interacts with the Records Department and Dispatch.

7.3.10.4 Records Enterprise Property and Evidence Training

The Records Enterprise Property and Evidence training is a hands-on course for personnel responsible for entering, updating, and maintaining evidence records, and providing written notification for property or impounds. Students learn how to configure the module, search evidence records, manage evidence items, create item barcodes, and use barcoding for inventory evidence. Training should be conducted directly with the Evidence Technicians at the agency's Evidence room.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

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Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to maintaining Evidence. 3) A thorough understanding of how each of the Agency's Evidence locations are laid out and used.

7.3.10.5 Records Enterprise End User Training – Investigations Training

The Records Enterprise Investigations training is a hands-on course for Case Managers, Investigative Supervisors, and Investigators (Detectives). Students learn how to assign cases for investigation and track their progress, add case supplements/case materials, create incident supplements, arrests, and update cases as needed. Training should be conducted directly with detectives that can train other detectives at their agency; this helps ensure proper workflows are discussed and configured.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to Case Management, Investigations, and the management of Intelligence data (if applicable).

7.3.10.6 Records Enterprise End User Training –Civil and Warrants

The Records Enterprise End User Training for Civil and Warrants class is a hands-on course for personnel responsible for entering, updating, and maintaining civil process records and warrants. Students learn how to maintain names, property, fees, dispositions, and payments associated with these civil process records. Training for this module should be specific to the staff involved in the Civil Process.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies, procedures, and requirements for managing the civil process, associated records and reports. 3) A comprehensive understanding of the departmental policies, procedures, and requirements for managing the warrants process, associated records and reports.

7.3.10.7 Records Enterprise Report Writing Class

The Records Enterprise Report Writing Training is a hands-on course that will prepare students to create, modify, and run reports on data within the Records Enterprise application. Students will learn how to use the Ad-Hoc Reporting module within Records Enterprise, as well as how to create new Microsoft SQL Reporting Services (SSRS) Custom Reports using SQL Database Model Views. This three (3) day class is recommended for all personnel that will utilize the provided reporting tools to extract data from the Records Enterprise.

Training classes will be conducted between Tuesday and Friday. The number of students attending the User Training course will be limited to no more than ten (10) students per class.

Prerequisites: 1) Completion of Records Enterprise Training. 2) General understanding of Microsoft SQL Reporting Services. 3) Understanding of Department Reporting requirements.

7.3.11 Records Enterprise System Integration Testing (SIT)

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Once the FT is concluded for Records Enterprise and in preparation for Go Live, CentralSquare and the Client will conduct SIT (up to four hours with CentralSquare assisting remotely). The SIT will be conducted based on a provided scenario that test the records management process. A small group of the Client staff (1-2 Records staff and field users) should participate in this test with CentralSquare. CentralSquare will work with the Client on refining the test scenario that test the system based on the Client's practices. This scenario must be signed off prior to commencement of the SIT. At the successful completion of SIT without any issues that prevent the System to be taken Live the Client shall provide written approval that the System is ready for Go Live.

7.3.11.1 CentralSquare Responsibilities

- a) Schedule a SIT with the Client.
- b) Assist the Client in preparing test scenarios that can be used during this test and closely simulates the normal Client's call flow.
- c) Prepare and submit a TCR to the Client documenting the tests that will be used for the SIT.
- d) Participate in the SIT with the Client.
- e) Prepare and submit TCRs upon successful completion of the SIT.

7.3.11.2 Client Responsibilities

- a) Provide test scenarios that closely simulate the Client's normal call flow.
- b) Participate in conducting the SIT.
- c) Review and approve the applicable TCRs.
- d) Provide test systems (or pre-Production systems) for all integrations and interfaces. If the client cannot provide a test system CentralSquare must test using the production system. This testing includes, but it not limited to, test data entry in a production system.

7.4 Implementation of P2P (Police-to-Police Sharing)

Police-to-Police data sharing (P2P) allows information to be shared with other law enforcement agencies while maintaining control over their own records management systems and databases. It provides a single informational point of access, real-time availability, SSL encryption, and customized dashboards.

The P2P Host will be installed at the agency (commonly on an application server), and will be configured to permit read-only access to the agency's RMS data being shared with cooperating police agencies. The P2P Host accepts authenticated requests from CentralSquare's P2P Switch over TCP/IP. Traffic between the P2P Host at the agency and CentralSquare's P2P Switch is encrypted with AES-256 FIPS 140-2 compliant encryption.

7.4.1 Implementation Scheduling

P2P is implemented through a series of standard steps and process gates designed to ensure accurate configuration, followed by testing to validate functionality prior to training.

7.4.1.1 Administrative Training

Administrative training focuses on management of configuration settings for the agency's site administrators as well as how to navigate the site and utilize its various features.

7.4.1.2 End User Training

End user training focuses on teaching users how to navigate the site and utilize its various features.

7.5 Implementation of Police to Citizen

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Project Closure

The Police to Citizen implementation begins when the Incident Module configuration has been completed, and the overall RMS build is a minimum of 75% completed. When the build has been completed and functionality verified, the module will allow citizens the ability to perform simple searches, download reports, and submit non-emergency incidents.

CentralSquare will conduct working sessions with the Client to determine the proper configuration settings for the module, as well as the functionality associated with Incident reports submitted by Citizens via the portal. This will include building code tables, picklists, system stings and assignment of security permissions.

Training will be provided for Administrative and End Users.

Administrative training should be attended by those responsible for maintaining user information and code tables, as well as by subject matter experts for the specific application area.

The End User training focuses on processes and tools within the applications for productive use of the system and include data entry, searching, sorting, filtering, editing and printing reports, accepting, rejecting and deleting reports, and general application navigation.

7.5.1 CentralSquare Responsibilities

- a) Schedule the working sessions in accordance with Client's availability and the Project Schedule.
- b) Conduct the working sessions based on the schedule and provide assignments as necessary to Client.
- c) Ensure the module is functioning per the configuration.
- d) Conduct Administrative and End User training.
- e) Prepare and submit a TCR upon completion of the deliverable.

7.5.2 Client Responsibilities

- a) Ensure participation of appropriate personnel for each scheduled activity.
- b) Complete all assignments on a timely basis.
- c) Review and approve the applicable TCR.

7.6 Implementation of Search

Search is implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the Client are identified, the configurations are verified, and the system is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for Search.

7.6.1 Search Setup and Conversion Services

The historical data import is a process by which CentralSquare extracts applicable data from CentralSquare applications and imports that data into Search. The data is then available for search and reporting functionality subject to subscriptions purchased.

Note: Each application must be on release versions designated as Search compatible.

- CAD Enterprise
- Records Enterprise (Cloud)

The data available in Search from the Enterprise Product Suite is listed in each applications' Search Field Mapping Guide.

7.6.1.1 CentralSquare Responsibilities

- a) Deliver the Search Client Readiness Checklist to Client and review with Client once completed and returned.
- b) Install and Configure Synchronization.
- c) Perform historical Bulk Import.
- d) Configure Search:

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- e) Provision Agencies within Search
- f) Provision Administrator Users within Search
- g) Prepare and submit Task Completion Reports (TCR) to the Client for approval to document delivery of products and services.

7.6.1.2 Client Responsibilities

- a) Complete the Search Client Readiness Checklist, return and review with CentralSquare once completed, address any necessary requirements.
- b) Provide remote access to CentralSquare's implementation team to Client servers.
- c) Make appropriate Client staff available during the installation to assist CentralSquare's implementation team in resolving any issues during the process.
- d) Review and approve the applicable TCRs.

7.6.2 Search Administration Training (Remote)

This CentralSquare instructor led class is designed for those individuals who will be responsible for the administration of Search. Participants will be instructed on how to configure, administer, and operate Search in an administration role. The recommended class size for this training is up to 9 participants.

This training is up to 4 hours and is delivered in one remote session.

At the completion of the training, participants will be able to perform the following:

- a) Access and successfully login to Search
- b) Understand the Search site
- c) Understand the management console for Search
- d) Create and manage roles
- e) Create and manage users

7.6.2.1 CentralSquare Responsibilities

- a) Schedule the Administration training in accordance with the Client's availability and the Project Schedule.
- b) Provide standard Administration training sessions for Client personnel
- c) Prepare and submit TCRs upon completion of the training.

7.6.2.2 Client Responsibilities

- a) Schedule appropriate personnel to attend Administration training.
- b) Ensure participation of the appropriate personnel.
- c) Review and approve the applicable TCRs.

7.6.3 Search Core End User Training (Remote)

This CentralSquare instructor led class is designed for the end users of Search. End users include roles such as officers, records clerks, dispatchers, dispatch supervisors, managers, and agency administrators. This class may be attended by the end users, or trainers who will be training the end users within the agency(ies). The recommended class size for this training is up to 12 participants.

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This training is up to 4 hours and is delivered in one remote session.

At completion of this training, participants will be able to perform the following:

- Access and successfully login to Search
- Understand the Search site
- Use links within the site
- Use Online Help
- Use Search Filters
- Save searches and manage saved searches
- View Search History
- View Search Details
- Set up Search Alerts and manage alerts
- Create and access reports

These half day courses are conducted remotely and trains a core set of end users on the IQ System. Typically, the remaining end users will be trained via Client delivered training sessions.

The number of students attending the User Training course will be limited to no more than ten (10) students per class.

Note: All remaining Search end users must complete Client provided end user training.

7.4.3.1 CentralSquare Responsibilities

- a) Schedule the Search Core End User Training class(es) in accordance with the Client's availability and the Project Schedule.
- b) Conduct the training session(s) on a mutually agreed to schedule.
- c) Prepare and submit a TCR to the Client upon completion of the training.

7.4.3.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the training activities.
- b) Ensure participation of the appropriate personnel.
- c) Ensure that all Search core end-users attend the end-user training provided by CentralSquare.
- d) Provide Search training to all other end users.
- e) Ensure that each Search end-user completes relevant training before assigning the end-user a username and password to access the Search.
- f) Review and approve the appropriate TCR.

7.4.3.3 Search Acceptance

The Search application will be considered Accepted upon completion of the first Search Core End User Training provided by CentralSquare and the first Subsystem (such as CAD Enterprise or Records Enterprise) is contributing Production data to the Search application.

7.7 Implementation of Crime Analytics Dashboard

The Crime Analytics Dashboard will be implemented through a series of standard steps and process gates.

7.7.1 Prerequisite Collection and Preparation

The Client's preparation and delivery of prerequisites to the CentralSquare project team is a critical gate for starting the implementation work.

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7.7.1.1 CentralSquare Responsibilities

- a) Provide prerequisite list following the project kick off meeting.

7.7.1.2 Client Responsibilities

- a) Configure hardware, including creation of a CentralSquare local administrator account on the application servers (details in Appendix F- Crime Analytics Dashboard Hardware, Software, and Related requirements)
- b) Provide required GIS data (Details in Crime Analytics Appendix B)
- c) Complete and return the prerequisites checklist to CentralSquare when all items are completed.

7.7.2 Application Configuration, Staging Deployment, and Initial Review

The CentralSquare Implementation Specialist will configure and automate the ETL (Extract, Transform, and Load) processes, including configuring connection(s) to the CAD, Records, and/or other data sources, SQL or text file imports, data processing, geocoding, and output and transfer of data. Upon completion of this process, the Implementation Specialist will configure the Dashboard application according to the Application Specifications listed in Appendix G – Crime Analytics Dashboard GIS Data and Application Specifications and Standard Field Lists listed in Appendix H – Crime Analytics Dashboard Standard Field Lists. The application will then be installed in the CentralSquare staging environment and demonstrated to the Client for an initial review, and training dates will be scheduled during or following the demonstration.

7.7.2.1 CentralSquare Responsibilities

- a) Configure the ETL processes and Dashboard application
- b) Provide the Client with data categorization worksheets as necessary.
- c) Install the application in the CentralSquare staging environment.
- d) Schedule and conduct the Application Review Meeting.
- e) Initiate Scheduling of all Dashboard Training sessions.
- f) Prepare and submit a TCR upon completion of the Application Review Meeting.

7.7.2.2 Client Responsibilities

- a) Respond promptly to information, data, and assistance request from the CentralSquare team.
- b) Complete data categorization worksheets, if required, within 5 business days of the request.
- c) Work with the CentralSquare Project Manager to facilitate scheduling a date for the Application Review Meeting.
- d) Schedule the appropriate personnel from the Client's team to attend the Application Review Meeting. This review should include key stakeholders, including analysts, appropriate command staff representatives, and other potential users and subject matter experts.
- e) Review the Applicable TCRs.

7.7.3 Dashboard Administrator/Designer Training (Remote)

This CentralSquare instructor led class is designed for those individuals who will be responsible for the administration of the Crime Analytics Dashboard users, permissions, and content. These individuals typically hold analyst, command staff, GIS, or Information Technology positions. Participants will be instructed on how to use the full application, add/remove users, configure roles and permissions, create content (widgets, alerts, queries on demand, and notes), and organize the content into briefing books and groups. The recommended class size for this training is 2-8 participants.

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This training is 4- 6 hours and is delivered in one or two remote sessions.

7.7.3.1 CentralSquare Responsibilities

- a) Schedule the Administrator/Designer training in accordance with the Client's availability and the Project Schedule.
- b) Provide standard Administrator/Designer training sessions for Client personnel
- c) Prepare and submit TCRs upon completion of the training.

7.7.3.2 Client Responsibilities

- a) Schedule appropriate personnel to attend Administrator/Designer training.
- b) Ensure participation of the appropriate personnel.
- c) Provide adequate hardware, telecom, and/or other facilities for the training.
- d) Review and approve the applicable TCRs.

7.7.4 Dashboard Train the Trainer (Remote)

Note: Train the Trainer occurs after Dashboard Go Live & System Review and is not a dependency for System Acceptance.

Note: This training must occur within 6 weeks of Dashboard Go Live & System Review. If the Client cannot schedule the training within this window, an alternative, equivalent delivery method such as a video or remote training will be provided. No refund or credit will be provided as a result of this change.

This CentralSquare instructor led class is designed for a focused group of Dashboard end users who will be responsible for formally or informally training the balance of users at the agency. End users include roles such as officers, command staff, analysts, and administrators. This class may be attended by the end users or trainers who will be training the end users within the agency(ies). The recommended class size for this training is up to 15 participants, and CentralSquare recommends that each participant follows along on a computer.

At completion of this training, participants will be able to perform the following:

- o Navigate and view the content within the application
- o Run queries and analysis routines within the application
- o View and post notes/missions within the application
- o Save their own individual queries within the application

This training includes up to three duplicate 2.5 hour sessions that are delivered onsite during the same day visit. These courses train a core set of end users or trainers on the Crime Analytics Dashboard System. Typically, the remaining end users will be trained via Client delivered training sessions.

The number of students attending the User Training course will be limited to no more than fifteen (15) students per class.

7.7.4.1 CentralSquare Responsibilities

- a) Schedule the Dashboard Train the Trainer classes in accordance with the Client's availability and the Project Schedule.
- b) Conduct the training session(s) on a mutually agreed schedule.
- c) Prepare and submit a TCR to the Client upon completion of the training.

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7.7.4.2 Client Responsibilities

- a) Provide adequate training facilities, including a conference room with adequate space, computers for each attendee, and a computer projector.
- b) Prepare the training computers by installing any required software and ensuring access to the Dashboard website(s).
- c) Ensure participation of the appropriate personnel.
- d) Provide Dashboard training to all other end users.
- e) Review and approve the appropriate TCR.

7.7.5 Dashboard Go Live & System Review

Dashboard “Go Live” occurs at the point when the Dashboard application is available to trained Administrator users. This initiates the System Review, during which the client takes responsibility for testing and data validation, and CentralSquare provides support and consultation.

7.7.5.1 System Review

Once the system is in production, one or more Administrator logins have been provided to the client, and the Administrator/Designer training has been completed, the application will be considered “live”, and the System Review will begin. During the System Review, the client is responsible for reviewing the application and informing the CentralSquare Project Manager of any noticed or potential issues or deficiencies with the configuration or data. The System Review period will expire in 10 business days, at which point, CentralSquare will address all submitted items prior to Train the Trainer training.

CentralSquare responses to each submitted item will fall into one of the following categories:

- This item refers to something in the application or data import configuration that has been confirmed and fixed/changed.
- Further information or action from the Client is required in order to assess the item (a time window for Client action will be provided).
- This item is a result of the source query or GIS data provided by the Client and requires Client action to fix (a time window for Client action will be provided).
- This item identifies a software bug that has been submitted for review and rectification.
- This item refers to a function or known limitation of the application that lies in the application code rather than the configuration, and changes to the application code are excluded from this project.

7.7.5.2 CentralSquare Responsibilities

- a) Prepare and submit a “Go Live” TCR at the completion of Administrative/Designer Training.
- b) Notify the Client that the System Review period has begun, provide the review items listed above.
- c) Receive and address all items/issues submitted by the Client during the System Review.
- d) Prepare and submit a TCR.

7.7.5.3 Client Responsibilities

- a) Complete the Suggested Client Review Items listed above.
- b) Inform the CentralSquare Project Manager of any questions, issues, or requested configuration changes.
- c) Review and approve the appropriate TCRs.

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7.7.6 Crime Analytics Acceptance

The Crime Analytics Dashboard application will be considered Accepted upon completion of the System Review.

7.8 Implementation of Advanced Reporting Module

The Advanced Reporting Module will be implemented through a series of standard steps following standard application specifications.

7.8.1 Application Configuration and Deployment

The CentralSquare Implementation Specialist will configure the Advanced Reporting Module to display the data entities and reports as described in Appendix I – Advanced Reporting Module System Requirements and Application Specifications, and the CentralSquare Implementation Team will install the application

7.8.1.1 CentralSquare Responsibilities

- a) Coordinate an Installation Planning Meeting with the Client if necessary.
- b) Install the application in the live environment.
- c) Prepare and submit a TCR upon completion of the installation.

7.8.1.2 Client Responsibilities

- a) Coordinate assistance, as needed, from the Client Systems Administrator if the application is to be installed at the Client's premise.
- b) Review and approve the applicable TCRs.

7.8.2 Advanced Reporting Module Training (Remote)

Note: This training must occur within 3 weeks of completion of the Application Configuration and Deployment phase (denoted by a TCR). If the Client cannot schedule the training within this window, an alternative, equivalent delivery method such as a video or remote training will be provided. No refund or credit will be provided as a result of this change.

This CentralSquare instructor led class is designed for either a small group of end users or the individuals who will be responsible for formally or informally training the balance of users at the agency. The recommended class size for this training is up to 15 participants. At completion of this training, participants will be able to perform the following:

- o Navigate and view the content within the application.
- o Filter and select data.
- o Set report parameters.
- o Export reports to Microsoft Excel.
- o Print standard reports.
- o Save bookmarks and share sessions remotely.

This training is two (2) hours and is delivered in one remote session.

7.8.2.1 CentralSquare Responsibilities

- a) Request a list of Client users to be licensed in the system.
- b) Schedule the Advanced Reporting Module training in accordance with the Client's availability and the Project Schedule.

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- c) Provide the Advanced Reporting Module training session for Client personnel.
- d) Prepare and submit TCRs upon completion of the training.

7.8.2.2 Client Responsibilities

- a) Provide a list of Client users to be licensed in the system.
- b) Schedule appropriate personnel to attend the training.
- c) Ensure participation of the appropriate personnel.
- d) Provide adequate hardware, telecom, and/or other facilities for training.
- e) Review and approve the applicable TCRs.

7.8.3 Advanced Reporting Go Live & System Review

“Go Live” occurs at the point when the Advanced Reporting Module application is available to trained Advanced Reporting Module users. This initiates the System Review, during which the client takes responsibility for testing and data validation, and CentralSquare provides support and consultation.

7.8.3.1 System Review

Once one or more Advanced Reporting Module logins have been provided to the client, and the training has been completed, the application will be considered “live”, and the System Review will begin. During the System Review, the Client is responsible for reviewing the application and informing the CentralSquare Project Manager of any noticed or potential issues or deficiencies with the configuration or data. The System Review period will expire in 10 business days, at which point, CentralSquare will address all submitted items and close the project.

CentralSquare responses to each submitted item will fall into one of the following categories:

- a) This item refers to something in the application or data configuration that has been confirmed and fixed/changed.
- b) Further information or action from the Client is required to assess the item (a time window for Client action will be provided).
- c) This item requires Client action to fix (a time window for Client action will be provided).
- d) This item identifies a software bug that has been submitted for review and rectification.
- e) This item refers to a function or known limitation of the application that lies in the application code rather than the configuration, and changes to the application code are excluded from this project.

Suggested Client Review Items:

- a) Availability of data entities, as outlined in Appendix I – Advanced Reporting Module System Requirements and Application Specifications
- b) Data integrity and completeness:
 - Compare/confirm the number of records vs. the source database (CAD/Records) by running identical queries in both systems.
 - Confirm that the fields displayed in the Table contain the expected values (including codes/descriptions)
- c) Application functions
 - Test selection and filtering functions and confirm that the displayed data and charts change appropriately as filters are applied
 - Confirm ability to save bookmarks

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- Confirm ability to print reports

7.8.3.2 CentralSquare Responsibilities

- a) Prepare and submit a “Go Live” TCR at the completion of Advanced Reporting Module Training.
- b) Notify the Client that the System Review period has begun.
- c) Receive and address all items/issues submitted by the client during the System Review.
- d) Prepare and submit a TCR

7.8.3.3 Client Responsibilities

- a) Complete the Suggested Client Review Items listed above.
- b) Inform the CentralSquare Project Manager of any questions, issues, or requested configuration changes.
- c) Review and approve the appropriate TCRs.

7.9 Implementation of Crimemapping.com

Note: Crimemapping.com utilizes the hardware, software, and other requirements for Crime Analytics Dashboard and may be implemented prior to Dashboard if desired by the Client. Completion of Review of Hardware System Specifications outlined earlier in the System Installation section is a prerequisite for this task.

The CentralSquare Project Manager will provide the Client with a Crime Categorization Worksheet enabling them to match the Agency’s offense codes to the 15 Crimemapping Crime Categories. All offense codes not mapped to one of the 15 categories will be excluded from the site. The Client will complete the worksheet and return it to the Project Manager within 5 days.

Upon receipt of the required items and information, the CentralSquare Implementation Specialist will configure the data extraction application and deploy the agency’s data to the Crimemapping environment. Site and data specifications are listed in Appendix F – Crime Analytics Dashboard Hardware, Software, and Related Requirements.

The CentralSquare Project Manager will provide the Client with the Crimemapping Staging Site URL and login information. At this point, the Client will have 10 days to review the site prior to the data being made available to the public on Crimemapping.com.

7.9.1 CentralSquare Responsibilities

- a) Connect to the source server and configure the ETL process.
- b) Prepare the Crime Categorization Worksheet and provide it to the Client.
- c) Configure the agency on the Crimemapping.com staging site.
- d) Provide the Client with the Crimemapping.com staging site URL and login account.

7.9.2 Client Responsibilities

- a) Complete the Crime Categorization Worksheet within 5 days and return it to the CentralSquare Project Manager.
- b) Provide the following to the CentralSquare Project Manager:
 - Jurisdiction boundary GIS file (if available)
 - Address of the agency’s headquarters

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- The agency website and up to three additional URLs may be provided for reference on Crimemapping.com

7.9.3 Crimemapping.com System Review & Go Live

The Crimemapping.com System Review initiates upon CentralSquare's provision of the Crimemapping staging site URL and login account. The System Review duration is 10 days, and upon completion of the review period, the client agency's data will be released to the publicly available Crimemapping.com site signifying "Go Live."

7.9.3.1 System Review

During the System Review, the client is responsible for reviewing the application and informing the CentralSquare Project Manager of any noticed or potential issues or deficiencies. The System Review period will expire in 10 business days, at which point, CentralSquare will address all submitted items prior to Go Live.

CentralSquare responses to each submitted item will fall into one of the following categories:

- This item refers to something in the application or data import configuration that has been confirmed and fixed/changed.
- Further information or action from the Client is required in order to assess the item (a time window for Client action will be provided).
- This item is a result of the source query or GIS data provided by the Client and requires Client action to fix (a time window for Client action will be provided).
- This item identifies a software bug that has been submitted for review and rectification.
- This item refers to a function or known limitation of the application that lies in the application code rather than the configuration, and changes to the application code are excluded from this project.

Suggested Client Review Items:

- Ability to log into the Crimemapping staging site
- Presence of client agency data in the staging site, searchable by agency, address, and city/state
- Data integrity and completeness: the crime records shown on the site generally reflect the count queried from Records. Note: data filtering and categorizing may produce slight variations between Records and Crimemapping.com, and the site generally shows one record per included offense rather than one record per incident.
- Geocoding: the records are placed appropriately on the map. Note: map placement is generalized to the center of the street in an effort to protect victim privacy.

7.9.3.2 CentralSquare Responsibilities

- a) Receive and address all items/issues submitted by the Client during the System Review.
- b) Release the Client Agency's data to the public Crimemapping.com site after the 10 day review period.
- c) Prepare and submit a TCR.

7.9.3.3 Client Responsibilities

- a) Review the Agency's data on the Crimemapping Staging Site.
- b) Provide approval to release the Agency's data to the public Crimemapping.com site prior to expiration of the 10 day review period if desired.

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- c) Review and approve the appropriate TCRs.

7.10 Implementation of System Interfaces

7.10.1 Enterprise Standard Interfaces

The functionality and applicable configuration options for each of the CentralSquare Standard Interfaces are described in the Interface Requirements Documents (IRD).

A CentralSquare Systems Engineer will review the IRDs for each of the applicable Standard Interfaces with the Client's subject matter experts and prepare a configuration worksheet (Interface Configuration Document – ICD) detailing the parameters that will be set to meet the desired functionality for the Interface. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference. The Client is responsible for engaging the third-party vendors whose systems are being interfaced with, so that an end to end flow of the data is discussed.

CentralSquare Systems Engineer will configure and install the Standard interfaces on Client's system hardware. IRDs are not Client specific documents, and not subject to edits, changes, or approval. Client specific configurations for Standard Interfaces are documented in configuration worksheets (ICD) and must be approved prior to configuration of the interface.

Installation and configuration of Standard Interfaces can only be performed by qualified members of CentralSquare System Engineering or Engineering teams, using proprietary tools. Any changes to the requirements of the Records Check Interface from the approved Configuration worksheet will be subject to additional cost and configuration time. Once each of the Standard Interfaces are installed and configured, they can be staged for FT.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third-party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with CentralSquare within the scope of this Purchase Agreement.

Note 1: Standard Interfaces are developed and enhanced within the CentralSquare product version process for CentralSquare products. Changes to standard Interfaces will require adherence to the development life cycle therein. Changes to standard Interfaces that are delivered within this life cycle will require the Client's system to be on a compatible version.

Note 2: The Client's provision of Interface Requirements for Standard Interfaces is an early Project checkpoint. This information is needed to prepare the configuration sheets for Standard Interfaces. Incomplete, inaccurate or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project, since modification to Standard Interfaces are only released with a major version.

Note 3: Any changes to the configuration of Standard Interfaces made by the Client makes the Interface non-supportable, and all troubleshooting efforts resulted by such changes will be subject to additional cost.

Note 4: The Client is responsible for any services or software needed from such Third-Party Systems to allow for interaction with the Third-Party System or for connecting to CentralSquare Interfaces Software in the absence of a Third-party API. CentralSquare is not responsible for any cost associated for the API,

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any required third-party lab or certification testing, cost associated with required programming or custom work by the third-party vendors, or any license fees that may be required by the third-party vendors.

7.10.2 Enterprise Custom Interfaces

A CentralSquare Systems Engineer will review requirements specified by the Purchase Agreement applicable to Custom Interfaces, and lead gathering detailed operational requirements within the scope of the Purchase Agreement. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference.

Once sufficient information has been gathered to describe the operational functionality of the Interface, the Systems Engineer will create Operational Scenario Documents (OSD) detailing the operation of the Interface. Client's input in detailing all relevant information regarding the operations of these interfaces and interactions with the external systems are essential to timely and accurate development of the OSDs. The completed OSDs will be provided for Client's review. This document must be approved by both the Client and CentralSquare prior to development. The Client will be given a TCR that the document was provided, meets the requirements and has been reviewed with the Client. The Client must review the OSD within 10 days from delivery by CentralSquare, and provide comments and questions back to CentralSquare or provide approval if no changes or edits is necessary.

The Client is responsible for obtaining the API for each of the third-party vendors that CentralSquare applications are interfacing with. The API must be for the version of the third-party software that CentralSquare will be interfacing with. The timelines for providing these documents to CentralSquare is concurrent with development of the OSD, so that any limitations associated with the level of integration with the third-party application can be taken into consideration.

Delays in review and approval of the OSDs can impact timely development of the interfaces, and ultimately delay the Go Live of the system. All requirement changes for Custom Interfaces after approval of the OSD shall follow the Change Management process, and may be subject to additional cost and development time.

Upon approval of the OSD the custom interfaces are developed by CentralSquare engineering team. Once developed, these interfaces will be installed on Client equipment and go through testing with the Client and applicable third-party vendors who own and administer the vendor side of the interface.

The Client is also responsible for coordinating execution of a mutual Non-Disclosure Agreement (NDA) between the third-party vendors and CentralSquare before any technical information or documentation can be exchanged or testing can commence.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third-party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with CentralSquare within the scope of this Purchase Agreement.

Note 1: The Client's provision of Interface requirements for each of the Custom Interfaces is an early Project checkpoint. This information is needed to develop the OSDs for Custom Interfaces. Incomplete, inaccurate, or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project.

Note 2: The Client is responsible for providing Application Programming Interface (API) documentation for the Third-Party Systems. The API must document the integration process for the level of interface integration defined by CentralSquare's response to the RFP. The Client is responsible for any services or software needed from such Third-Party Systems to allow for integration with the third-party system.

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Note 3: The scope of functionality for the custom interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

Note 4: High level descriptions of each of the custom interfaces in Appendix D - Custom CentralSquare Interfaces, will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note 5: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third-party applications for the interfaces that the vendor is not a CentralSquare Subcontractor, based on the Purchase Agreement.

Note 6: CentralSquare is not responsible for any cost associated for the API, any required third-party lab or certification testing, cost associated with required programming or custom work by the third-party vendors, or any license fees that may be required by the third-party vendors.

7.10.3 Interface Functional Testing (FT)

All Standard and Custom Interfaces are subject to Functional Testing (FT). FT for Standard Interfaces is based on a standard set of CentralSquare FT documents for each interface, as they are applicable to Client's configurations. FT for Custom Interfaces are based on the functionality described in the approved OSD for the interface. This process will be based on an FT document developed by the Systems Engineer. The test source will be the provided IRDs; therefore, all Standard Interfaces will be tested against standard, predefined CentralSquare FT documents. These tests have a standard format and will be sent to the Client for review prior to conducting the FT. CentralSquare will repeat any failed FT test following the correction of any issues which has caused the test to fail.

7.10.3.1 CentralSquare Responsibilities

- a) Provide the IRD to the Client for review for each of the Standard Interfaces.
- b) Prepare and submit a TCR to the Client, documenting the delivery of the IRDs to the Client for Standard Interfaces.
- c) Review the IRD with the Client for each of the Standard Interfaces and gather and document the configuration options for the Interface.
- d) Install and Configure the Standard Interfaces based on the agreed upon configurations.
- e) Gather the operational requirements for each of the Custom Interfaces and develop an OSD.
- f) Provide the OSD to the Client for review and approval. (For custom interfaces only.)
- g) Prepare and submit a TCR to the Client, documenting Client's approval of the OSD for each of the Custom Interfaces.
- h) Develop the Custom Interfaces based on the approved OSD.
- i) Install and configure the Custom Interfaces.
- j) Prepare and submit TCRs upon installation of the Interfaces.
- k) Develop FT documents reflecting feature descriptions found within the provided and applicable OSDs.
- l) Provide the FT documents to the Client for review prior to conducting the FT of each interface.

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- m) Provide a TCR to the Client to approve the Receipt of the FT documents.
- n) Assist the Client in conducting Acceptance Testing in accordance with FT documents.
- o) Prepare and submit a TCR, documenting completion of FT including any exceptions to FT.
- p) Resolve FT issues and re-run tests as required.

7.10.3.2 Client Responsibilities

- a) Participate in the review of the IRDs and provide the configuration information to CentralSquare in a timely manner.
- b) Provide the information that is necessary for development of the OSD for each Custom Interface.
- c) Obtain the API for each of the third-party applications that CentralSquare interfaces with and provide the document to CentralSquare.
- d) Review and approve the OSDs based on the required timelines.
- e) Engage the third-party vendors in the requirement gathering, development, testing, and other interface development activities.
- f) Review and approve the FT documents.
- g) Participate in the FT.
- h) Assist CentralSquare in Documenting FT findings and results.
- i) Review and approve the applicable TCRs.

7.11 System and Subsystem Go Live

7.11.1 The Cut Over

The “cut over” of Records Enterprise, Subsystems, and related Interfaces into the production environment is a highly orchestrated activity that will require a number of resources from both the Client and CentralSquare teams.

Records Enterprise Go Live

Once end-user training has been completed and Records Enterprise is ready to be placed into production, CentralSquare will assist the Client in placing the system into operation. In preparation for Go Live, CentralSquare will assist the Client in cleaning the training data from the Records Enterprise System.

CentralSquare will provide the Client with a standard Go Live authorization letter that must be approved by the Client no later than 3 weeks prior to Go Live. This letter will list all the Subsystems that are scheduled for the Go Live, and any exceptions to Go Live applications. It also memorializes the date and time of Go Live, as well as the Client’s confirmation that the System and staff are ready for Go Live.

At Go Live, the CentralSquare and Client implementation teams will support the users in the transition to the new System. Any issues are logged and resolved through CentralSquare Customer Services. A more detailed Go Live plan will be provided with adequate lead time.

Go Lives are conducted on consecutive weekdays (Monday-Friday). Go Lives that require CentralSquare support that begins before or extends beyond weekdays will be subject to additional charge.

7.11.1.1 CentralSquare Responsibilities

- a) Prepare and submit a Go Live authorization letter to the Client.
- b) Identify the participants for the Go Live in accordance with the terms of the Purchase Agreement.
- c) Have specified personnel onsite in advance of the Go Live date to begin the final inspection of the Client’s system as a part of the Go Live preparations.
- d) Be onsite to assist the Client in placing the system into production status.

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- e) Assist the Client staff in suing the system and assist the computer operations staff in supporting the system.
- f) Provide System monitoring following the actual System cutover as specified within the purchase agreement.
- g) Prepare and submit a TCR upon first live operation of Records Enterprise.

7.11.1.2 Client Responsibilities

- a) Complete Records Enterprise roll out to support the Go Live date.
- b) Review and approve the Go Live authorization letter no later than 3 weeks prior to each scheduled Go Live.
- c) Complete all relevant end user training to support the Go Live of the Subsystems.
- d) Place the software into production and begin operational use in consultation with CentralSquare and in accordance with the project schedule.
- e) Provide adequate persons for the supervision and assisting the end users beyond the participation of the CentralSquare staff.
- f) Provide dedicated workstations for CentralSquare support staff during Go Live support, if needed.
- g) Provide Client IT support to cover all Client end user and CentralSquare staff hours of operation.
- h) Develop a process for the reporting and resolution of issues.
- i) Review and approve the applicable TCR.

7.12 Reliability Acceptance Period for Records Enterprise

The Client's cutover to live production status of any CentralSquare supplied Subsystem (i.e., productive use) constitutes the client's acceptance of the Subsystem.

Upon Go Live for the Subsystem(s), the Client shall use the Subsystem for a thirty (30) consecutive day period to verify operational functionality in a live environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in Addendum E to the Agreement) are reported during such thirty (30) day period, the Subsystems shall be deemed to have achieved Final Acceptance. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Acceptance Test Period, CentralSquare shall commence actions in accordance with the Software Support Agreement to correct the reported error.

Note: If Subsystems do not Go Live on the same day, or if agencies and/or PSAPs Go Live in multiple phases, the Reliability Acceptance Period for each Subsystem will start the first day that Subsystem Goes Live and is used in a Production environment by any agency and/or PSAP. There will not be separate Reliability Acceptance Periods as subsequent agencies and/or PSAPs Go Live.

In the event that a Critical Priority Software Error occurs between day one (1) and day thirty (30) of the Acceptance Test Period, the Acceptance Test Period will be stopped and restarted at day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement.

In the event that an Urgent Priority Software Error occurs between day one (1) and day fifteen (15), the Acceptance Test Period will be stopped and restarted from day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement. If the Software Error occurs between day fifteen (15) and day thirty (30), the Acceptance Test Period will be stopped and restarted from the day the resolution has been provided in accordance with the Software Support Agreement.

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Critical or Urgent Priority software errors caused by factors that are outside of CentralSquare's control, and/or from variables which are outside the scope of CentralSquare's responsibilities, will not be counted Critical or Urgent Priority software errors. Examples of such issues could be, but are not limited to:

- Power failures
- Operator error
- External network failure
- Availability of components that are not provided by CentralSquare but interface to/from the CentralSquare solution
- Hardware or Operating System software
- Non CentralSquare supplied software components introduced to the working environment

During the Acceptance Test Period, the Subsystem will be frozen, (i.e., no changes, fixes, and/or updates will be applied, except those that are required to address Downtime Failures associated with the Acceptance Test Period.)

At the conclusion of the Acceptance Test Period, as further defined in the Agreement, the Subsystem will be deemed accepted by the Client.

7.12.1 CentralSquare Responsibilities

- a) Document the start of the Reliability Acceptance Period upon Go Live of the Subsystem in a TCR.
- b) Address any Reliability Acceptance Period issues that are reported during this test period.
- c) Document other issues that are not considered "Reliability Acceptance" issues to be addressed as part of the support and maintenance of the Subsystem.
- d) Provide the appropriate TCR to document the Final Acceptance of the System.

7.12.2 CentralSquare Responsibilities

- a) Report issues when they develop.
- b) Review and approve the applicable TCRs.

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8 PROJECT CLOSURE

When all pre and post go live project deliverables have been completed, Project Closure activities will take place. Support of the System and Subsystems are transitioned to CentralSquare's Customer Services Group. Any remaining Project related administrative tasks are completed by CentralSquare and Client. Project documentation is archived and primary Client interaction is officially handed over from the CentralSquare Project Manager to the CentralSquare Account Manager.

8.1 System Transition

Following Go Live, there is a transition period where the Client moves from the implementation team to the support team. This transition will change the Client's primary point of contact from the Project Manager back to the Account Manager. Software support will be handled through the Customer Services Group. The Client's issues will be entered, tracked, and managed via a computerized and web-enabled issues tracking system. This tracking system will become available to the Client at system installation.

8.1.1 CentralSquare Responsibilities

- a) Provide payment reconciliation, final TCRs and final invoices.
- b) Transition the CentralSquare point of contact from the Project Manager to the Account Manager and Client Support Services Department.
- c) Provide continued support based on terms of Purchase Agreement.

8.1.2 Client Responsibilities

- a) Provide approval of Project TCRs within five (5) business days.
- b) Provide payment reconciliation and payment of final invoices

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Appendix A - Contracted Modifications to Standard CentralSquare Products

Note: Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

There are no product modifications proposed for this project.

Appendix B - Standard CentralSquare Interfaces

Note: The scope of functionality for these Standard interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the capabilities of the external system being interfaced.

Note: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third-party applications for the interfaces that the vendor is not a CentralSquare Subcontractor, based on the Purchase Agreement.

Standard Interfaces

The contract lists the Standard Interfaces that are included in this Purchase Agreement. If not explicitly listed, the interface will not be installed and supported in the specific environment.

Standard Interfaces:

- Courtware Export from RMS
 - Standard Citation Publisher
- Formulytics Import/Export
 - Standard Arrest and Incident Publisher
- OneSolution CAD Export to Enterprise RMS
 - Standard one-way interface between ONESolution Computer Aided Dispatch (CAD) and Records Enterprise to export CAD Call for Service (CFS) data to the Records application programming interface (API). The interface uses ONESolution Service Control Portal and the CAD Tasks service to call the Records API and export data.
 - Note: South Fulton is responsible to obtain permission from Fulton County and then assist in facilitating participation from appropriate agency resources and SMEs to implement the standard interface under the auspices of this project.

NCIC State Message Switch

The Standard NCIC/State Message Switch Solution includes the following Connections, Transactions, and Query Builder Feature (Optional Purchased Feature):

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Records Enterprise

Standard Connections for Records Enterprise

The following standard connections will be included in the project, subject to applicable access

- a) State Justice Switch for State/NLETS/NCIC transactions

Custom Connections for Records Enterprise

Custom connections allow the ability to access additional records management systems, warrant/court systems, or other accessible external databases.

Custom connections included in this Purchase Agreement:

- a) No Custom Connections are included as part of this Purchase Agreement

Transactions

Standard State/NLETS/NCIC Connection Transactions

The following standard transactions will be included in the project, subject to applicable access. These standard queries can be performed via CAD Enterprise PowerLine, CAD Enterprise Query entry page, Mobile Enterprise Query entry page, and Records Enterprise query entry page

- a) The following Standard State transactions are supported:
 - a. To be provided at contract signing
- b) For new State implementations that CentralSquare has not yet developed Standard Transactions, the Client is responsible for providing State documentation for review by CentralSquare Product Management to identify standard state transactions.
- c) The following responses are supported for parsing local Person and Vehicle state transactions. Parsing of returns is applicable if Client is using Records Enterprise and transactions are already defined.
 - a. To be provided at contract signing

Note: None of above queries include record entry, modification or update (Cancel, Clear, Locate) transactions. This functionality is available only if **Query Builder** is purchased and the Client builds the queries or CentralSquare develops the query. Reference Custom Transactions section.

Note: Above queries are included as long as they can run against Standard Connections, or Custom connections specified by the Purchase Agreement.

- a) The following queries can be run from any system that is integrated with the CentralSquare Message Switch (TTMS).
 - a. Standard CAD Enterprise Connection Transactions
 - b. CAD Enterprise Be On the Lookout (BOLO) records:
 - i. Person by Name or Driver's License Number

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- ii. Vehicle by License Plate or VIN
- c. CAD Enterprise Supplemental Information records:
 - i. Person by Name or Driver's License Number
 - ii. Vehicle by License Plate or VIN
 - iii. Firearm by Serial Number
 - iv. Property by Serial Number
- d. Standard Records Enterprise Connection Queries
 - i. Person by Name or Driver's License Number
 - ii. Vehicle by License Plate or VIN
 - iii. Article
 - iv. Location

Custom Transactions

Custom transactions can be developed or performed via CAD Enterprise Records Check Client, Records Enterprise Inline transactions, and Mobile Enterprise Query screens only. For an additional cost, custom PowerLine commands can be developed for these transactions in CAD Enterprise.

Examples of custom transactions include, but are not limited to the following:

- a) Boat, aircraft, or ATV/snowmobile queries
- b) Restraining Order or Criminal History queries
- c) Administrative messages
- d) Entry Transactions
- e) Modify Transactions (modify existing records)
- f) Update Transactions (Clear, Cancel, Locate)
- g) Queries against records accessed through custom connections.

Custom connections included in this Purchase Agreement:

- a) No Custom Connections are included as part of this Purchase Agreement

Appendix C - Custom CentralSquare Interfaces

Note: The Client is responsible for providing Application Programming Interface (API) documentation to these Third-Party Systems that document the integration process for the level of interface integration defined by CentralSquare's response to the RFP. The Client is responsible for any services or software needed from such Third-Party Systems to allow for interaction with the Third-party System API or for connecting to CentralSquare Interfaces Software in the absence of a Third-party API.

Note: The scope of functionality for these custom interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

Note: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third-party applications for the interfaces that the vendor is not a CentralSquare Subcontractor, based on the Purchase Agreement.

Custom Interfaces

The contract lists the Standard Interfaces that are included in this Purchase Agreement. If not explicitly listed, the interface will not be installed and supported in the specific environment.

Custom Interface:

- Enterprise RMS Odyssey by Tyler (Court Case Management)

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Appendix E - Subcontractor Statement of Work

Subcontractor Statement(s) of Work provided as applicable to the project.

Appendix G – Crime Analytics Dashboard GIS Data and Application Specifications

GIS Data Specifications

- a) The client shall provide files of relevant boundaries and landmarks within the area of interest.
Typical features include:
 - a. Boundaries and jurisdictions such as beats and reporting districts
 - b. Landmark information such as schools, parks, and other locations of interest
- b) Geocoding Reference Data

The client is responsible for providing accurate Geocoding Reference Data in a GIS format that will be used to generate a geocoding service. Reference data may consist of street centerlines, address points, parcels, points of interest, or other GIS features referenceable in the data to be geocoded.

Application Specifications

- a) Data History
 - a. The Dashboard will include a rolling thirty-six (36) months of historical data for each dataset.
- b) Widgets
 - a. Each widget presents data in based on the query/selection configured for it by the agency. Widgets can be added, deleted, and modified by administrator or designer users and are updated automatically up to four times per day. A total of 400 widgets are licensed with the Dashboard, and more may be added at an additional cost.
- c) Symbology
 - a. All applications include standard CentralSquare symbology for each data source.
- d) Users
 - a. Two user types will be provided in order to utilize and administer the application:
 - i. Three (3) Designer logins for purposes of creating new content and managing user logins
 - ii. Unlimited End User logins for purposes of viewing content and creating Queries on Demand

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Appendix I – Advanced Reporting Module System Requirements and Application Specifications

Data Entities

- a) The following data entities are included in the Advanced Reporting Module (ARM):
 - a. Crime Analytics ARM
 - i. Calls for Service
 - ii. Incidents
 - iii. Arrests*
 - iv. Field Interviews*
 - b. *Arrest and Field Interview data is limited to summary view and is not presented on dedicated reports.

Standard Reports

- a) The following standard reports are included in the Advanced Reporting Module:
 - a. Crime Analytics Standard Reports
 - b) Statistical Briefing
 - c) Offense Reports
 - d) Temporal Analysis
 - e) Activity Reports
 - f) Repeat Address Report
 - g) Command Summary KPIs
 - h) COMPSTAT
 - i) CFS Report
 - j) CFS Temporal Analysis
 - k) CFS Response Times
 - l) CFS Command Summary
 - m) CFS COMPSTAT
 - n) Unmatched Records

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Appendix Z – Enterprise RMS Data Conversion

DATA CONVERSION OVERVIEW:

Data conversion is the implementation process of moving data from a legacy system or data files into your CentralSquare software product. Data conversion is a highly collaborative process between the Client and CentralSquare Technologies.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

The customer shall provide unencrypted data for conversion in one of the following compatible formats:

- (a) MS SQL .bak files with database version and credential information
- (b) MySQL .dump or .sql files with database version and credential information
- (c) PostgreSQL .sql files with database version and credential information
- (d) MS Access 2003 or newer .mdb files
- (e) CSV files with column headers and relationship mapping documentation
- (f) Oracle 10g or newer backup files

No images, objects or attachments will be converted as part of this conversion unless explicitly purchased. All Records Enterprise Default Summary Templates must be finalized (for all agencies) prior to data conversion initiation.

Master Vehicles/Property/Locations will not be converted directly as they will be built through the import of the other entities. CentralSquare Technologies standard Master Resolution rules will apply. Master Location GEO Validation is not included in the conversion.

Where no directly corresponding default element exists in Enterprise RMS, legacy data may be stored in a narrative or as an attachment to the original record.

If the Client desires any modification to their original data in order to include it in a Records Enterprise record, they must fully document the transformation process used. All transformations so supplied must be able to be implemented via scripts vs. "human-interpretive" processes. These include but are not limited to names and addresses.

CentralSquare Technologies will provide a Data Conversion Specifications document prior to executing the data conversions.

The conversion supports a single data source. If additional sources are required, CentralSquare Technologies can review and scope accordingly.

CentralSquare will convert the following modules into the Production or Pre-Production Enterprise RMS System as detailed below.

Modules for conversion are defined in the Sales Order:

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AGENCY 1

AGENCY South Fulton GA, Source Vendor(s): CentralSquare ONESolution

Module To be Converted	Definition of Module
Standard Conversion - Masters	<i>Master Person, Address, Property and Vehicle tables</i>
Standard Conversion - Incidents	<i>Incident Summaries Only</i>
Standard Conversion - Cases	<i>Case Summaries Only</i>
Standard Conversion - Evidence	<i>Property and Evidence Module. Does not include Chain of Custody – only current status is converted</i>
Standard Conversion - Arrests	<i>Arrest Module</i>
Standard Conversion - Warrants	<i>Warrants Module</i>
Optional – Attachments	<i>Document Management System</i>
Optional - Mugshots	<i>Mugshots</i>

DATA CONVERSION PROCESS:

The Data Conversion process is the work that drives the configuration and implementation process. Below are the significant tasks included in this project.

Major Task	Description
Schedule	CentralSquare and the Client will schedule the Data Conversion Tasks as part of the overall Project Schedule. Code Tables, configurations and Templates must be built as part of the overall Project Schedule as a Pre-requisite for Data conversion iterations to begin
Data Delivery	Client will provide data in a format compatible with conversion and provide to CentralSquare. For CentralSquare source products CentralSquare will provide the extraction from the legacy format into CentralSquare's schema.
Setup	CentralSquare will configure servers and systems needed for the Data Conversion including the staging template database.
Template Finalization	Agency to finalize default summary templates in Records Enterprise.
System Walk Through	An in-depth review between CentralSquare and the client SME will be held. This meeting may be recorded, and the Client should be prepared to operate within the UI of the old system to provide examples and context. A Data Conversion Coordinator will draft the Data Conversion Specifications Document.
Data Conversion Development	Using the Data Conversion Specifications Document CentralSquare Engineers will map the data to the target format and develop scripts to fulfill the Data conversion Specifications Document.
Code Table Mapping	CentralSquare will provide guidance on the Code Table Mapping Tool. Client will Map Code Table data using the tool.

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Major Task	Description
Data Conversion Iterations	CentralSquare will convert data into the Client's system which has been dedicated for Data Conversion Testing. This is an iterative process and may involve new extracts and a refresh from the current Pre-Production system into the Data conversion system and a purge of data from the Data Conversion target system.
Review and Validation Sign Off	Client will review data conversion and provide feedback via designated Central Square tools. This is an iterative process. Client Signs off on acceptance with the Data Conversion Verification Document.
Go Live Final Sign Off	The Final Data Conversion is re-run as part of the Go Live The Client signs off on the Final Data conversion

ROLES AND RESPONSIBILITIES:**CentralSquare**

- Work with the Client to identify, document and implement a comprehensive data conversion.
- Advise on possible conversion options.
- Advise on project milestone dates and client expectations.
- Provide training for the Client on using CentralSquare data mapping tools.
- Work with the Client to limit the number of go live conversion events.
- Perform one or more sample conversions.
- Provide training for the Client on validating the data conversion for completeness and accuracy.
- Convert legacy data into corresponding elements in the CentralSquare system. (Modifications to the CentralSquare system or database for the purposes of data conversion will be limited or unavailable).
- Perform final delivery of data conversion.

Client

- Provide subject matter experts to complete data conversion tasks, including.
 - Providing expertise in third-party data architecture
 - Providing business processing logic for addressing data conversion
 - Identify and schedule appropriate personnel to attend training.
- Provide data dumps in the prescribed format within thirty (30) days of Agreement signing.
- Provide routine data dumps throughout the implementation process.
- If needed, provide a temporary workstation for data conversion personnel.
- If needed, provide UI access to the legacy system or test system for data conversion personnel.
- Provide a data dictionary or equivalent documentation to facilitate mapping data elements between the legacy system and the CentralSquare database(s)
- Configure code values outside the scope of the data conversion process.
- Take responsibility for costs assessed by the legacy system or any other third-party for providing the data dumps.
- Configure code values and complete code value data mapping prior to data conversion processing.
- Use provided tools to translate (map) code values between your legacy system and your CentralSquare.
- Manual adjustments by the Client may be required on converted data to make it eligible for state submissions, reports, or to align with new workflow processes.
- Perform manual back entry of legacy system data saved after the final data cut if necessary.
- Perform data validation. Validate data converted is both complete and accurate. Report discrepancies during the implementation process. (System downtime may be required to complete the data conversion process).
- Use provided tools to report data conversion issues.
- Provide sign-off of the converted data in a non-production environment.
- Provide sign-off of the converted data set into the production environment.

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CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

August 23, 2021

City of South Fulton
5440 Fulton Industrial Boulevard
Atlanta, GA 30366

To Whom It May Concern:

This letter is in response to City of South Fulton's request for a sole source letter from our company. This letter is to confirm that ONESolution and CentralSquare Public Safety Suite Enterprise (Enterprise) are sole source products, manufactured, sold, serviced, and distributed exclusively by CentralSquare Technologies, LLC (CentralSquare). These products must be purchased directly by institutions from CentralSquare at the address listed above. There are no agents or dealers authorized to resell these products. ONESolution and Enterprise are sold only as a direct transaction between CentralSquare and end Clients. As the sole source provider for ONESolution and Enterprise, CentralSquare is the only vendor who can provide interfaces between these products, along with data conversion from Fulton County's ONESolution RMS to Records Enterprise.

Sincerely,

DocuSigned by:

A blue ink signature of Brian Pagels, written in a cursive style, enclosed within a blue rectangular border.

D14DB36518AA405...

Brian Pagels
Vice President of Sales, Public Safety & Justice
CentralSquare Technologies

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council approval authorizing the City Manager to execute an agreement between the City of South Fulton and A. R. Long Company, LLC. For federal lobbying and government relations consulting services for a period of one (1) year in an amount not to exceed \$4,000 per month

DATE: September 28, 2021

SUBJECT: Request Council approval authorizing the City Manager to execute an agreement between the City of South Fulton and A. R. Long Company, LLC. For federal lobbying and government relations consulting services for a period of one (1) year in an amount not to exceed \$4,000 per month

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Federal Lobbying Services_AR Long	Cover Memo	9/24/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/28/2021		
Requesting Department City Manager's Office		Council District(s) Affected N/A
Requested Action Request Council approval authorizing the City Manager to execute an agreement between the City of South Fulton and A. R. Long Company, LLC for federal lobbying and government relations consulting services for a period of one (1) year in an amount not to exceed \$4,000 per month.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Staff recommends Council approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) A.R. Long Company will serve the federal government relations needs of the City of South Fulton to include lobbying United States Congress and The White House. The services rendered in connection with this work will consist of federal lobbying, Congressional government relations and strategic communications for the purposes of establishing a federal presence on behalf of the City of South Fulton to members of the U.S. House and U.S. Senate as well as transportation, infrastructure and municipality grant funding and appropriations.		
Funding Source (if applicable) 100-1320-52-1200		
Financial Impact (if applicable) \$4,000 per month		
Financial Impact Statement Received Yes ☐ No ☒		
Legislative Process Complete Yes ☐ No ☒		
Department Director Approval 		Finance Director Approval <i>Rachel M. Boring</i> 9/22/2021
Assistant City Manager Approval <i>[Signature]</i>	City Attorney Approval <i>[Signature]</i>	City Manager Approval <i>Tammi S. Jones</i>

9-22-21



A. R. LONG COMPANY

EXECUTIVE CONSULTING | GLOBAL RELATIONSHIPS

P.O. BOX 161303, ATLANTA, GA 30321 | (404) 547-1400

ARLONGCOMPANY.COM | ANDREW@ARLONGCOMPANY.COM

August 26, 2021

Tammi Saddler Jones
City Manager
City of South Fulton
5440 Fulton Industrial BLVD., SW
Atlanta, GA 30336

Dear Ms. Saddler Jones,

As discussed, A. R. Long Company, LLC "ARLC" is pleased to submit this engagement letter for federal lobbying and government relations consulting services to the City of South Fulton, "COSF". This letter sets forth our understanding as to the services to be provided, and with your approval, constitutes an agreement between ARLC and COSF.

TERMS AND CONDITIONS

The period of this contract shall be a total of 12 months from October 1, 2021 through September 30, 2022, with an option to extend an additional 12 months continually. ARLC will generally serve the federal government relations needs of COSF to include lobbying United States Congress and The White House. The services rendered in connection with this work will consist of federal lobbying, Congressional government relations and strategic communications for the purposes of establishing a federal presence on behalf of COSF to members of the U.S. House and U.S. Senate as well as transportation, infrastructure and municipality grant funding and appropriations.

FEE FOR SERVICES

The fee for services shall be a monthly retainer of \$4,000 per month.

PAYMENT TERMS

Each month, ARL shall submit an invoice to COSF and COSF will make payment to ARLC within 30 days of receipt of invoice.

EXPENSES

Any expenses will be billed directly to COSF on a pass-through basis, but no expenses will be incurred without the advanced approval of COSF. It is anticipated that expenses for this work will be limited to any major travel that is required.

TERMINATION

This agreement will be effective upon its signing and will continue for 12 months unless earlier terminated in writing by either party for any reason. Termination will be effective upon thirty days written notice by either party.

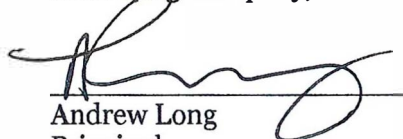
CONFIDENTIALITY

ARLC agrees to retain in confidence, all Confidential Information of COSF. ARLC agrees it will not use or disclose to others, or permit the use or disclosure of, any Confidential Information of COSF other than in connection with the services that ARLC is providing COSF, except as set forth in the last sentence of this paragraph. ARLC agrees to be responsible for compliance with this Agreement including no unauthorized disclosure or use of Confidential Information. Notwithstanding the foregoing, ARLC may disclose Confidential Information of COSF if required to do so pursuant to an order of a court or competent jurisdiction or a valid administrative subpoena; provided, however, that upon receipt of any such order or subpoena, ARLC shall promptly notify COSF and shall provide COSF with an opportunity (if then available) to contest the propriety of such order or subpoena.

If the foregoing terms are agreeable to you, please sign below to indicate your approval of this agreement on behalf of COSF. A. R. Long Company looks forward to a strong and beneficial partnership with the City of South Fulton and is grateful for the opportunity to increase your federal presence and provide navigation for the City to receive federal appropriations.

Very truly yours,

A. R. Long Company, LLC



Andrew Long
Principal

APPROVED BY:
City of South Fulton

Tammi Saddler Jones
City Manager

A. R. Long Company
Proposal for Federal Lobbying
and Government Relations
Consulting

City of South Fulton



A. R. Long Company specializes in lobbying, executive consulting, strategic communications, procurement navigation, business development, federal and local government relations, public policy, regulatory issues as well as crisis management.

SCOPE OF WORK

A. R. Long Company will represent the City of South Fulton to Georgia's United States Congressional Delegation members and target United States Congressional Committees by educating federal legislators on the excellence and vision of the City with a particular emphasis on Congressional relationship development, federal grants identification and House and Senate Committees on Appropriations considerations for the City of South Fulton.

LEGISLATIVE RELATIONSHIPS

Congresswoman
Nikema Williams

*Represents City of
South Fulton*

Congressman
David Scott

*Represents City of
South Fulton*

Congressman
Sanford Bishop

*House Committee on
Appropriations*

LEGISLATIVE TARGETS

Senator Jon
Ossoff

•
*Senate Committee on
Banking, Housing
and Urban Affairs*

Senator Raphael
Warnock

•
*Senate Committee on
Commerce, Science
and Transportation*

Governor Brian
Kemp

•
*Office of Planning
and Budget - Federal
Appropriations*



STRATEGIC APPROACH

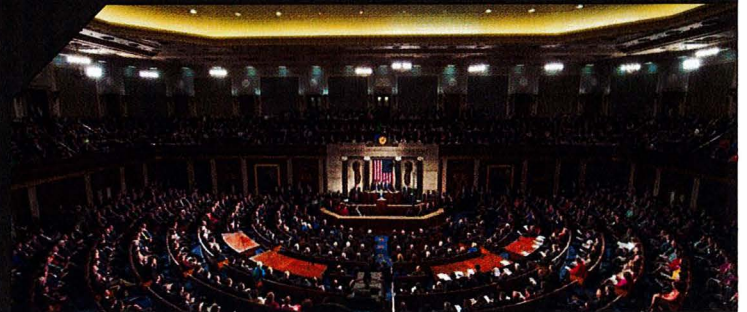
• • • • •

*Establish significant presence
with Georgia Congressional
Delegation and relevant
members of Congress*

*Coordinate travel to United
States Capitol for legislative
meetings and meaningful
relationship development*

• • • • •

*Pinpoint potential federal
funding grants and closely
monitor House and Senate
Committees on Appropriations*



TRANSPORTATION PROJECT FUNDING

U.S. Department of
Transportation

*(Secretary Pete
Buttigieg)
As former Mayor, we
will educate USDOT on
the needs of COSF*

Federal Highway
Administration

*(Administrator
Stephanie Pollack)
Goal is to navigate
funding grants from
submittal to award*

Federal Transit
Administration

*(Administrator Nuria
Fernandez)
Identify federal
funding for transit
projects in COSF*

Andrew Long, *Principal*

Andrew provides clients an innovative solution-based approach to solving some of the most complex legislative issues. Through creating custom legislative agendas, Andrew helps clients achieve their immediate and long-term government relations objectives on the federal, state and local levels.



Anna Edmondson, Esq.

Anna assists clients in procurement goals and maintaining communications for clients involving municipality organization and development legislation. She is proficient in tracking federal and state policy on behalf of A. R. Long Company clients.



LOGISTICS & FEES

For this engagement, A. R. Long Company proposes a fee of \$4,000 per month for the full scope of work outlined above. A. R. Long Company encourages City of South Fulton to view this partnership as a 1-to-2-year investment, making quarterly evaluations on progress. A. R. Long Company does not anticipate additional expenses and would never bill City of South Fulton without prior authorization, so rest assured your costs will be limited to the actual retainer.

Additionally, A. R. Long Company includes a thirty-day termination clause in all agreements to ensure a strong incentive to perform above expectations throughout our work together.



Thank you for your trust in A. R. Long Company.

andrew@arlongcompany.com

arlongcompany.com

404-547-4400

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of A Resolution Recognizing Georgia Cities Week, October 3-9, 2021 And Encouraging All Residents To Support The Celebration And Corresponding Activities, And For Other Purposes

DATE: September 28, 2021

SUBJECT: Request Council Approval of A Resolution Recognizing Georgia Cities Week, October 3-9, 2021 And Encouraging All Residents To Support The Celebration And Corresponding Activities, And For Other Purposes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2021 Georgia Cities Week	Cover Memo	9/24/2021

**A RESOLUTION RECOGNIZING GEORGIA CITIES WEEK, OCTOBER 3-9, 2021,
AND ENCOURAGING ALL RESIDENTS TO SUPPORT THE CELEBRATION AND
CORRESPONDING ACTIVITIES, AND FOR OTHER PURPOSES.**

(Sponsored by Mayor Edwards)

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

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

Section 1. The City of South Fulton, Georgia declares the week of October 3-9 as Georgia Cities Week.

Section 2. All citizens, City Government Office and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of A Resolution Authorizing The City Manager To Make Changes To Future Full-Time Employee Benefits, And For Other Purposes

DATE: September 28, 2021

SUBJECT: Request Council Approval of A Resolution Authorizing The City Manager To Make Changes To Future Full-Time Employee Benefits, And For Other Purposes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2021 Benefits Changes rev 1 VDH edits	Cover Memo	9/24/2021
Employee Benefits Resolution FIS	Cover Memo	9/24/2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE CHANGES TO
FUTURE FULL-TIME EMPLOYEE BENEFITS, AND FOR OTHER PURPOSES**

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

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

WHEREAS, the City, pursuant to Section 3.10 (b) of its Charter, has the authority to adopt and provide for resolutions, rules and regulations, not inconsistent with the Charter and with the Constitution and laws of the State of Georgia; and

WHEREAS, City Council desire to authorize the City Manager to make changes to City benefits for full-time employees for greater recruitment, retention of employees, and morale of employees.

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

Section 1. The City Manager, or designee, is hereby authorized to negotiate, draft and/or enter into an agreement with external benefit service providers for the following revised benefits beginning on or about January 1, 2022.

- a) Offering medical insurance benefits for active full-time employees meeting the criteria identified to be classified as a retiree (employee only) for the purpose of this benefit.
 1. Have been employed with the City of South Fulton for ten years and 55 years of age.
 2. Have been employed with the City of South Fulton for five years and 60 years of age. (Police and Fire employees classified as a first responder)
 3. The Medical Benefit paid by the city will end at 65 or at the eligible age for Medicare or other Federal government medical assignment programs.
 4. In terms of cost, the City will directly contribute \$3,000 annually towards single medical coverage for full-time employees to the City's selected insurer. The HR Director will monitor the program annually to ensure that the city maintains coverage at fifty (50%) of the annual cost of health insurance for the employee only selection and will provide recommended changes with the annual city budget.
 5. Eligible full-time employees would be required to elect this benefit within thirty (30) days of retiring in good standing from the City of South Fulton.

- b) Request changes to lower the defined contribution vesting period to 36 months and increasing the City's contribution by 1% at the employee's five (5) year employment anniversary and another 1% at the employee's ten (10) year anniversary date.

Section 2. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 3. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



DONALD TOMS
ASSISTANT CITY MANAGER

MEMORANDUM

TO: Corey Adams. City Clerk

FROM: Donald Toms, Assistant City Manager *DT*

DATE: September 23, 2021

SUBJECT: Resolution establishing changing future full-time employee benefits: Retiree health insurance and deferred compensation benefits.

CONCLUSION

Funds have been established within the FY 22 budget to cover defined contributions at 100% and there would be a potential of less than \$15,000 exposure when estimating the retirement component which would be offset by funded vacant positions.

BACKGROUND

The City desires a process to better attract and retain employees and provide competitive benefits.

FINANCIAL IMPACT

The proposed resolution as written will have minimal financial impact on the City's budget for FY 22.

- The City's defined contribution program is funded at 100% each year which will result in no financial impact to the approved budget.
- In FY 23 the defined contribution increase of 1% for employees obtaining five years of service is estimated at +/- \$20,000. If this benefit is successful in the ability to retain experience, the increase would be offset by other cost.
- In FY 23 there would be a potential for public safety employees to qualify for the retiree insurance benefit of 50% of the cost of single medical coverage. It is recommended that the HR Department survey employees each quarter to determine upcoming retirements to better trend the fiscal impact. Based on historic trends for opting for retirement after 5 years of service and have reached the required age, a budgeted target of \$15,000 should be used as an estimate for the financial impact of this benefit in FY 23.
- FY 28 would see the greatest impact based on the ten years of service component to the revised benefits.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of A Resolution Proclaiming The Celebration Of Agritourism For The Month Of October In The City Of South Fulton, Georgia And Highlighting Local Agribusiness Enterprises, And For Other Purposes

DATE: September 28, 2021

SUBJECT: Request Council Approval of A Resolution Proclaiming The Celebration Of Agritourism For The Month Of October In The City Of South Fulton, Georgia And Highlighting Local Agribusiness Enterprises, And For Other Purposes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
RES 2021 Agritourism VDH edits	Cover Memo	9/24/2021
Resolution agritourism FIS	Cover Memo	9/24/2021

A RESOLUTION PROCLAIMING THE CELEBRATION OF AGRITOURISM FOR THE MONTH OF OCTOBER IN THE CITY OF SOUTH FULTON, GEORGIA AND HIGHLIGHTING LOCAL AGRIBUSINESS ENTERPRISES, AND FOR OTHER PURPOSES

(SPONSORED BY COUNCILMEMBER ROWELL)

WHEREAS, October is agritourism month in the State of Georgia and offers the opportunity to highlight Georgia's top two economic generators – agriculture and tourism – to encourage exploration of Georgia's farms and agribusinesses; and

WHEREAS, Georgia has 4.5 million acres of cropland and diverse agricultural sectors which include outdoor recreation (fishing, hunting, wildlife study, horseback riding); educational experiences (cannery tours, cooking classes, or wine tasting), entertainment (harvest festivals or barn dances), hospitality services (farm stays, guided tours or outfitter services) and on-farm direct sales (u-pick operations or roadside stands); and

WHEREAS, Agritourism is a unique experience that combines traditional agriculture with tourism and allows the public to visit and enjoy the working agricultural operations that includes resorts, off-site farmers' markets, non-profit agricultural tours, and other leisure and hospitality businesses that attract visitors to the countryside; and

WHEREAS, the City of South Fulton offers an assortment of agritourism sites and tourist destinations that visitors are sure to enjoy as they explore our farms and agribusiness and enterprises.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council proclaim October as Agritourism month in the City of South Fulton in recognition of the importance and value of agricultural lands and enterprises to our local economy.

BE IT FURTHER RESOLVED, that the following farms and agribusiness and enterprises are highlighted within the City of South Fulton:

Bella's Barns and Pet Services was founded in 2009 and has helped countless students acquire equestrian skills, develop new techniques and confidently move forward in their learning journey.

4269 Stonewall Tell Rd College Park, GA 30349 | (404) 993-4643 | bellasbarnandpets.com

Demooney Lake established in 1986 as a fishing club that offers a private-pay-fishing experience on Fridays and Saturdays popular species caught here are channel catfish, blue catfish and common carp.

4070 Demooney Rd, Atlanta, GA 30349 | (770) 306-9992

Georgia Roots Urban Farm sources produce from a group of local farmers to ensure that the customers are able to access a variety of produce since Georgia has so much to offer. The farmers in the group use organic and conventional methods of growing. Kwesi and Kennise Elder encourage the development of community and influence the next generation of agriculture entrepreneurs.

3415 Enon Rd, College Park, GA 30349 | (478) 287-5004 | <https://www.garoots.farm/>

JDs Horse Ranch is a small country barn that offers horseback lessons and rides.
4189 Tell Rd SW, Atlanta, GA 30331 | (404) 981-2361 | <https://jdshorseranch.com/>

Mants Estate is a full-service event design company and venue, located on a 5-acre ranch with a private lake that is perfect for reunions, weddings, picnics, team building and all social and corporate events.

Hall Rd, Fairburn, GA, 30213 | (770) 322-3597 | <https://www.themantsestate.com/>

Miller City Farms is a 4+ acre micro-farm specializing in seasonal, heirloom, non-GMO, and organic produce with offerings ranging from strawberries and mixed greens to tomatoes and blackberries.

4995 Bethlehem Rd, Fairburn, GA 30213-1988 | 678-296-3594 | <http://millercityfarm.com/>

Oak Brook Farm offers horse boarding, horseback riding lessons, training, showing, and beautiful trail rides.

6606 Bobby John Rd, Atlanta, GA 30349 | (678) 800-8422)

Rhinehart Farms provides fresh locally grown produce offered via pop-up markets across metro Atlanta.

393 Boat Rock Rd SW, Atlanta, Georgia 30331 | 404-436-1617 | <https://www.rhinehartfarms.com/>

Rolling Hills Horse Ranch is a small horse ranch - that has one of the highest rated horseback riding experiences in the state – that makes their horses and ranch accessible to Atlanta locals and visitors who would not ordinarily have access to these beautiful animals.

3502 Enon Rd Atlanta, GA 30349 | (678) 421-4591 | <https://www.rollinghillshorseranch.com/>

Stretch Out on Faith Again Ranch (SOOFA) offers riding lessons, trail rides and equine assisted coaching.

7360 Old Rico Road, Palmetto, GA 30268 | (833) 528-9489 | <https://www.soofaranch.com/>

Teen Voices USA Horse Ranch is an official Equine Assisted Self-Development (EASD) learning program that provides at-risk youth with life and social skills through Personal Development using equine assisted life coaching activities for physical, cognitive, emotional control, behavior intervention and social well-being.

3008-B Hathcock Rd Atlanta, GA 30349 | 678-698-5014 | teenvoiceusahorseranch.org

The Farm at Wilkerson Mill is a pristine, eight-acre oasis just minutes away from I-85, I-75, I-285 and the Hartsfield-Jackson Airport. The farm offers a grand pavilion, large fire pit, open tent area, 400 square foot smokehouse and clean and convenient restrooms.

8455 Wilkerson Mill Rd, Fairburn, GA 30268, USA | (404) 434-9802 | <https://www.facebook.com/The-Farm-at-Wilkerson-Mill-930352393679130/>

Tom Lowe Shooting Range is a clay target shooting range for trap, skeet, 5 stand, and sporting clays.

3070 Merk Rd SW, Atlanta, GA 30349 | (404) 346-8382 | atlantaskeetshooting.com

Your Faith Farms is a family-owned farm that offers a 30-acre outdoor classroom, with farm equipment, crops, animals and more! Visits and field trips are arranged by appointments via the website or email.

7555 Jones Rd, Fairburn, GA 30213 | (404) 207-0544 | <http://www.yourfaithfarms.com>; yourfaithfarms@gmail.com.

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



DONALD TOMS
ASSISTANT CITY MANAGER

MEMORANDUM

TO: Corey Adams. City Clerk

FROM: Donald Toms, Assistant City Manager *DT*

DATE: September 24, 2021

SUBJECT: Resolution proclaiming the celebration of agritourism

CONCLUSION

No direct funds are being requested nor are any direct funds been allocated in the FY21 or FY 22 budget to cover any known expenses as it relates to this Resolution.

BACKGROUND

The city desires to recognize the citizens that are involved with agriculture and tourism and highlight our local businesses during the month of October.

FINANCIAL IMPACT

The proposed resolution as written will have no financial impact on the City's budget. However, a de minimis internal cost may be incurred due to the level of promotions and involvement required for the scheduled activities.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 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

DATE: September 28, 2021

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 and for Other Purposes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ord2021 State of Emergency Ordinance Virtual Meetings v1	Cover Memo	9/24/2021
Virtual meetings FIS	Cover Memo	9/24/2021

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.

(Sponsored by Mayor William Edwards)

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 DPH publicizes its data and the seven (7) day moving average as of July 21, 21 was 873.6; and

WHEREAS, the DPH published data indicates that the confirmed cases in Fulton County by race (e.g., African Americans) due to the pandemic is 263,675, hospitalizations – 26,322 and deaths – 6,501; and

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

WHEREAS, according to the Georgia Department of Public Health, only 40% 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 Council desires for City Meetings to remain virtual to aid in the prevention and the potential spread of COVID-19 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 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.

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]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



DONALD TOMS
ASSISTANT CITY MANAGER

MEMORANDUM

TO: Corey Adams, City Clerk
FROM: Donald Toms, Assistant City Manager
DATE: August 23, 2021
SUBJECT: City meeting to be held virtually

CONCLUSION

The city has allocated funding in the FY21 and FY 22 budget to cover all known expenses as it relates to this Ordinance.

BACKGROUND

The city desires to extend city meetings virtually to provide for a safe meeting environment to reduce crowds and the potential spread of COVID-19.

FINANCIAL IMPACT

The proposed ordinance as written will have no financial impact on the City's budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Second Reading and Request Council Approval of An Ordinance Establishing A Code of Ethics And For Other Lawful Purposes

DATE: September 28, 2021

SUBJECT: Second Reading and Request Council Approval of An Ordinance Establishing A Code of Ethics And For Other Lawful Purposes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary-Code of Ethics	Cover Memo	9/24/2021
Code of Ethics Ordinance vv Original	Cover Memo	9/24/2021
code of ethics FIS	Cover Memo	9/24/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Requesting Department		Council District(s) Affected	
Requested Action					
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)					
Funding Source (if applicable)					
Financial Impact (if applicable)					
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐					
Department Director Approval 				Finance Director Approval 	
Assistant City Manager Approval 	City Attorney Approval 		City Manager Approval 		

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

AN ORDINANCE ESTABLISHING A CODE OF ETHICS AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember _____)

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 deems it essential to the proper operation of democratic government that the public officials be, and give the appearance of being, independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

WHEREAS, such measures are necessary to provide the public with confidence in the integrity of its government.

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

Section 1. There is hereby created a Code of Ethics to foster transparency in government and retain confidence in the citizens of this City.

CODE OF ETHICS

I – Declaration of Policy

It is the policy of the City that the proper operation of democratic government requires that public officials be independent, impartial and responsible to the people; that governmental actions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a Code of

Ethics Ordinance for all City officials and employees is adopted to supplement the Ethics requirements in the City Charter.

II -Purpose

The purpose of this Code of Ethics is to:

- A. Encourage high ethical standards in official conduct by City Officials and Employees;
- B. Establish guidelines for ethical standards of conduct for all Officials and Employees by setting forth those acts or actions that are incompatible with the interest of the city;
- C. Require disclosure by Officials and Employees of private financial or other interest in matters affecting the city; and
- D. Serve as a basis for disciplining those who refuse to abide by its terms.

III – Definitions

As used in this ordinance, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

Business means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, trust or other legal entity.

Business transaction means to convey, acquire, or lease (for compensation or by gratuity) any personal property, real property, or provide services (for compensation or by gratuity) on behalf of oneself or any third party as an agent, broker, dealer, or representative.

Confidential information means any information which by law is not subject to disclosure under the Georgia Open Records Act, the Freedom of Information Act, or otherwise is unavailable to the public pursuant to any other state or federal law.

Employee means any City employee under the jurisdiction of the City Council and the City Manager exempt from the civil service system. Those employees who are not exempt from the civil service system are expected and required to follow the Civil Service Rules and Regulations.

Entity means a sole proprietorship, partnership, limited partnership, firm, corporation, professional corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law through which business may be conducted.

Family means a person who is related to an Official or Employee as spouse or as any of the following whether by marriage, blood or adoption: parent, child, brother, sister, aunt,

uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half- brother, half-sister, brother-in-law or sister-in-law.

Gift means the transfer of anything of economic value which could, to a reasonable person, have influence on the performance of the Official or Employee's duties, regardless of form, without consideration. " Gift" also means a subscription, membership, discount on personal services, loan, forgiveness of debt, advance or deposit of money, or anything of value, conveyed or transferred.

Interest means any financial interest or personal interest or any other direct or indirect pecuniary or material benefit held by or accruing to an Official or Employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the City. Unless otherwise provided, the term "interest" does not include any remote interest. For purposes of this Code of Ethics, the term " financial interest" means any interest which shall, directly or indirectly, yield a monetary or other material benefit to the officer or employee, or to any Person / Entity employing or retaining the services of the officer or employee, or to the family of the officer or employee; and, the term "personal interest" means any interest arising from relationships between the officer or employee and members of his or her family or from associations with any business whether or not a financial interest is involved. For the purposes of this Code of Ethics, and without being limited thereto, an officer or employee shall be deemed to have an interest in matters and transactions involving:

- a) Any person in his or her family.
- b) Any Person /Entity with whom a contractual relationship (either written or implied) exists, whereby he or she may receive any payment or other benefit, including any agreement for employment; and
- c) Any business in which he or she is a director, officer, employee, prospective employee or substantial shareholder.

Official means the Mayor, members of the City Council, municipal court judges (including substitute judges), **City Administrator**, City Clerk, and Chief of Police, whether such person is salaried, hired or elected, and all other persons holding positions designated by the city charter, as it may be amended from time to time. City Official, unless otherwise expressly defined, includes individuals appointed by the Mayor and City Council to all city commissions, committees, boards, task forces, or other city bodies unless specifically exempted from this ordinance by the City Council.

Transact means to conduct or carry business.

IV- Standard of Conduct

1. Impartiality

No Official or Employee, by such Official's or Employee's conduct, shall give the impression he or she could be improperly influenced by any Person/Entity, or give the impression that any Person/Entity could unduly benefit from such Official's or Employee's favor in the performance of the Official's or Employee's acts or actions, or that such Official or Employee is affected unduly by the kinship, rank, position or association with any Person/Entity.

2. Beneficial Interest

No Official or Employee shall influence, accept or acquire an interest in any business transaction if such an interest in any business transaction is affected directly or indirectly by his\her official act or actions.

3. Disclosure/Abstention

An Official or Employee who has a personal, business, contractual or financial **relationship** with a Person/Entity or an interest in a matter which may be affected by such Official's or Employee's official acts or actions, or by the official acts or actions of the City, shall disclose the relationship or interest immediately upon such Official or Employee becoming aware of the relationship or interest and shall refrain from participating in any official acts or actions, including deliberation and voting. An Official shall abstain from engaging in any discussions or debates regarding any matters that is a conflict of interest and shall abstain from voting.

4. Duty to Leave Meeting

To avoid the appearance of impropriety, after any member of City Council, including the Mayor, is determined to have a conflict of interest or a potential conflict of interest in any matter, the member shall leave his or her regular seat as a member of the City Council and not return to it until deliberation and action on the matter is completed.

5. Use of Confidential Information

An Official or Employee shall not disclose or otherwise make use of, or permit others to make use of, confidential information acquired by virtue of his or her position with the City not made available to the general public in order to advance his or her personal or financial interests under any circumstances.

6. Benefits, Rewards or Gifts.

a) No Employee or Official shall accept any gift, favor or reward other than his/her regular salary, or as provided for by Georgia law, for any service rendered as an Employee or Official of the City.

b) The following shall not be deemed a violation of the standards of this provision:

1. Legitimate salary, benefits, fees, commissions, or expenses associated with an Official's or Employee's privately owned business;
2. An award, plaque, certificate, memento, or similar nontransferable item given in recognition of the Official's or Employee's civic, charitable, political, professional or public service;
3. Food, beverages, and registration at group events to which all similarly situated Officials or Employees are invited;
4. Actual and reasonable expenses for food, beverages, travel, lodging, and registration for a City government related meeting which are provided to an Official or Employee so that he or she may participate or speak at the meeting;
5. A commercially reasonable loan made in the ordinary course of business;
6. Promotional items distributed to Officials or Employees generally;
7. A gift from a member of the Official's or Employee's family; or
8. Food, beverage, or expenses afforded Officials or Employees, and members of their immediate families, or others that are associated with normal and customary business or social functions or activities.
9. Campaign contributions made to an Official in compliance with or authorized by the State Campaign Contributions (O.C.G.A. §21-5 Article 2 et seq.) and Financial Disclosure Action (O.C.G.A. §21-5- Article 3 et seq.)

7. Coercion

An Official or Employee shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to him or her or a family member, or those with whom a Member has a financial interest.

8. Use of City Assets

An Official or Employee shall not use City assets of any kind for other than officially approved activities, nor shall City staff be directed to use such property for non-official purposes.

9. Duty to Report

- a) Each elected or appointed Official, Employee, officer and director is responsible for promptly reporting any circumstances that such person believes in good faith may constitute a violation of this Code, or applicable law, regulations and

- rules. While self-reporting a violation will not excuse the violation itself, the extent and promptness of such reporting will be considered in determining any appropriate sanction, including dismissal. The Ethics Panel will investigate any matter which is reported and will recommend any appropriate corrective action.
- b) Neither the City Council nor any Official or Employee shall use or threaten to use any official authority or influence to discourage, restrain or interfere with any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the Ethics Panel information relating to an ethics violation or investigation.

V- Complaint Process

1. Ethics Complaints Generally

Any person may file an ethics complaint alleging a violation of this Ethics Code by a City Official or Employee by completing and submitting to the City Clerk an ethics complaint form as provided in the City Charter Section 6-A.1.

2. Processing Ethics Complaints

The City Clerk shall be responsible for processing ethics complaints in accordance with City Charter Sec. 6-A.2. 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.

3. Moratorium During Election Period

To protect the public perception and integrity of the complaint process and to reduce the possibility that a complaint is being filed primarily for political purposes, complaints alleging that a City Council member who has qualified for re-election has violated the Code of Ethics shall not be accepted for filing during the period between the date qualifying closes and the date the election results are certified. Likewise, a complaint alleging a violation of the Code of Ethics by a newly elected City Council shall not be accepted for filing until after the election results are certified.

VI- Hearing Process

1. Ethics Hearings

All ethics hearings shall be conducted to ensure 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.

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.

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.

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 Ethics Code.

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.

2- Disciplinary Actions

A. Employees who violate to the provisions of the Code of Ethics are subject to one or more of the following penalties:

- (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. City Officials who violate to the provisions of the Code of Ethics are subject to one or more of the following penalties:

- (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 shall be imposed and may impose any combination of the

penalties, except that the City Council shall not override a determination by the Ethics Panel that a violation has occurred.

3. Right to Appeal

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. Review by the Superior Court shall be limited to an inquiry of whether there was any evidence before the Ethics Panel which supported the decision of the Ethics Panel. The application for the writ shall be filed within 30 days from the date of the decision of the City Council on the punishment to be imposed or date of the dismissal or decision of no violation by the Ethics Panel.

VII- Ethics Panel

A. Panel Requirements; Duties

- (1) An Ethics Panel shall be constituted for the sole purpose of considering a single ethics complaint and shall consist of three randomly selected members from the Ethics Panel List maintained by the City Clerk as provided in City Charter Section 6-A.4 and outlined in Section VII-A.2 of this ordinance.
- (2) The Ethics Panel List shall consists 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.
- (3) The Ethics Panel shall organize and operate in accordance with the City Charter Section 6-A.5.
- (4) The Ethics Panel shall have the following duties and powers:
 - (a) 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 of the Charter;
 - (b) To consider and hear complaints of violations;
 - (c) To administer oaths;
 - (d) To issue subpoenas only when requested to do so by the complainant or the respondent as provided in City Charter Section 6-A.11;
 - (e) To recommend such action as deemed appropriate because of any violation; and
 - (f) To perform any other function authorized by this Code of Ethics.
- (5) Each Ethics Panel member shall be compensated a per diem of \$50.00 for each meeting or hearing attended as provided in City Charter Section 6-A.5.b.

B. Removal and Resignation of Ethics Panel Member

(a) Removal

1. The city council may remove a member of the ethics panel on grounds of neglect of duty or misconduct in office as provided in City Charter.

(b) Resignation

1. A member of the Ethics Panel may resign by submitting his or her resignation to the City Clerk as provided in City Charter Section 6-A.7.

VIII. MISCELLANEOUS

1. Construction; Application.

(a) The provisions of this Code of Ethics shall be construed liberally to effectuate the purposes and policies provided for herein and to supplement such existing laws as may relate to the conduct of the persons made subject to this Code of Ethics.

(b) To the extent that this Code of Ethics governs the conduct or activities of Officials or Employee, the same shall not have retroactive application.

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

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

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

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

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

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



DONALD TOMS
ASSISTANT CITY MANAGER

MEMORANDUM

TO: Corey Adams. City Clerk

FROM: Donald Toms, Assistant City Manager *DT*

DATE: August 23, 2021

SUBJECT: Ordinance establishing a code of ethics

CONCLUSION

Funds have been established within the FY 22 budget to cover any routine expenses as it relates to this Ordinance. Prolonged hearing, witness statements and or litigation resulting from the panel's recommendation would require unbudgeted financial expenses on the part of the city. By adding a statement of binding legal limits or mediation verse Superior Court could limit financial exposure.

BACKGROUND

The city desires to establish an ordinance for a code of ethics process.

FINANCIAL IMPACT

The proposed ordinance as written will have no financial impact on the City's budget. However, there is unknown expenses associated with the cost of litigation and/or claims, pending outcomes associated with ethic violations. Regardless of the passage of this ordinance many of these potential legal exposures would still exist.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Second Reading and Request Council Approval of An Ordinance to Amend Title 5, Zoning and Planning, Chapter 2, Subdivision Regulations and Appendix C, Zoning, Article 8, Procedures and Permits, Section 807, Certificate of Occupancy of the Code of Ordinances, City of South Fulton, GA to regulate the Leasing or Rental of Newly Developed Single Family Residential Homes

DATE: September 28, 2021

SUBJECT: Second Reading and Request Council Approval of An Ordinance to Amend Title 5, Zoning and Planning, Chapter 2, Subdivision Regulations and Appendix C, Zoning, Article 8, Procedures and Permits, Section 807, Certificate of Occupancy of the Code of Ordinances, City of South Fulton, GA to regulate the Leasing or Rental of Newly Developed Single Family Residential Homes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary-Single Family Res Rental	Cover Memo	9/24/2021
Rental Subdivision Ordinance	Cover Memo	9/24/2021
Single Family residential rental restriction Ordinance 8.10.2021 (003)	Cover Memo	9/29/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Requesting Department		Council District(s) Affected	
Requested Action					
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)					
Funding Source (if applicable)					
Financial Impact (if applicable)					
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐					
Department Director Approval 				Finance Director Approval 	
Assistant City Manager Approval 	City Attorney Approval 		City Manager Approval 		

Rental Subdivision Ordinance

City Council Meeting
City of South Fulton
August 24, 2021



Rental Subdivision Ordinance

- No changes from the public hearing
- Planning Commission recommendation is for approval
- Staff recommendation is for approval

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

AN ORDINANCE TO AMEND TITLE 5, ZONING AND PLANNING, CHAPTER 2, SUBDIVISION REGULATIONS AND APPENDIX C, ZONING, ARTICLE 8, PROCEDURES AND PERMITS, SECTION 807, CERTIFICATE OF OCCUPANCY OF THE CODE OF ORDINANCES, CITY OF SOUTH FULTON, GA TO REGULATE THE LEASING OR RENTAL OF NEWLY DEVELOPED SINGLE FAMILY DETACHED AND ATTACHED RESIDENTIAL HOMES 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 City Council has determined it is necessary to ensure that newly developed single family residential homes are not converted into rental property and is compliant with the Code; and

WHEREAS, the City desires to amend its code of ordinances through this Ordinance to regulate the leasing and rental of newly developed single family residential homes.

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

Section 1. The Code of Ordinances, City of South Fulton, Georgia, Title 5, Zoning and Planning, Chapter 2, Subdivision Regulations, is hereby amended to add the following:

TITLE 5 – ZONING AND PLANNING

Chapter 2 – Subdivision Regulations

Sec. 5-2009. – Prohibited Single Family Rental

As a condition of plat approval, no developer or builder shall develop or construct a new detached or attached residential lot/house in a subdivision for rental or lease purposes by the developer, builder or any entity having a business relationship with the developer or builder. The subdivision plat shall be annotated on the cover sheet stating:

“No rental or lease of lots or houses by _____” with the insertion of the developer and builder’s name in the blank line.

Section 2. The Code of Ordinances, City of South Fulton, Georgia, Appendix C, Zoning, Article 8, Procedures and Permits, Section 807, Certificate of Occupancy, is hereby amended to add the following:

APPENDIX C – ZONING

Article 8 – Procedures and Permits

Sec. 807 – Procedures and Permits.

Sec. 807.01 - Requirements

(d) No developer or builder shall develop or construct a new detached or attached residential lot/house in a subdivision for rental or lease purposes by the developer, builder or any entity having a business relationship with the developer or builder in a subdivision not originally approved for rental or lease purposes. This shall be a condition to receive a certificate of occupancy.

(e) A developer or builder seeking to obtain a certificate of occupancy for a new detached or attached residential lot/house in a subdivision governed by a Homeowner’s Association shall submit an official copy of the applicable declaration of covenants to the Department of Community Development and Regulatory Affairs. This shall be a condition to receive a certificate of occupancy.

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

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

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise

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

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

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

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council approval authorizing the Mayor to execute an Acquisition of Rights of Way (ROW) agreement between the City of South Fulton and the Georgia Department of Transportation (GDOT) for Federal-Aid Project CR 1393/New Hope Road from E of Boat Rock Rd to Danforth Road. The project has a total cost of \$754,535 with 80% (\$603,628) being reimbursed to the City by GDOT and a required local match of 20% (\$150,907)

DATE: September 28, 2021

SUBJECT: Request Council approval authorizing the Mayor to execute an Acquisition of Rights of Way (ROW) agreement between the City of South Fulton and the Georgia Department of Transportation (GDOT) for Federal-Aid Project CR 1393/New Hope Road from E of Boat Rock Rd to Danforth Road. The project has a total cost of \$754,535 with 80% (\$603,628) being reimbursed to the City by GDOT and a required local match of 20% (\$150,907)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ROW Acquisition Contract_New Hope Road (Public Works)	Cover Memo	9/24/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/28/2021		
Requesting Department Public Works	Council District(s) Affected 1	
Requested Action Motion to authorize the Mayor and other City Officials, as required, to sign a Contract for Acquisition of Rights of Way (ROW) for a Federal-Aid Project between the Georgia Department of Transportation (GDOT) and City of South Fulton. This agreement authorizes reimbursement to City of South Fulton, by GDOT, for eligible right of way cost with Federal Funds for GDOT PI. 0012637 CR 1393/NEW HOPE RD FROM E OF BOAT ROCK RD TO DANFORTH RD.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Staff recommends Council approval of the ROW agreement. The City of South Fulton is responsible for the 20% match (\$150,907) and 80% (\$603,628) Federal funds of the total ROW cost (\$754,535) of the project. The 80% will be reimbursed to the City upon invoicing the Georgia Department of Transportation.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Public Works recommends execution of the CONTRACT FOR ACQUISITION OF RIGHT OF WAY. Attached is a copy of the document to be routed by GDOT via DocuSign. The project is currently under final design and is part of the FY 2020-2025 Transportation Improvement Program (TIP). The project consists of the construction of sidewalks on both sides of New Hope Road. The 1.8 mile project begins at the limits of the Campbellton Road Roundabout project and terminates at Danforth Road. The typical cross section will include curb and gutter along with storm drainage, 2-foot wide stamped concrete "beauty strip", and 5 to 6-foot wide sidewalks. This agreement will allow City of South Fulton to receive up to \$603,628 of Federal funds from the GDOT for Rights of Way acquisition on the New Hope Road sidewalks project.		
Funding Source (if applicable) Acct line: 250-4100-54-1100 Sites - \$754,535 ROW Acquisition; 250-33-1012 GDOT ROW Reimbursement		
Financial Impact (if applicable) City is responsible for the 20% local match in the amount of \$150,907		
Financial Impact Statement Received Yes ☒ No ☐		
Legislative Process Complete Yes ☐ No ☒		
Department Director Approval <i>Antonio Valenzuela</i> Sep 10, 2021		Finance Director Approval <i>Rachel M. Benbow</i> 9/22/2021
Assistant City Manager Approval _____	City Attorney Approval <i>Vincent D. Hyman</i>	City Manager Approval <i>Tammi Soddler Jones</i>

**CONTRACT FOR ACQUISITION OF RIGHT OF WAY
STATE-AID OR FEDERAL-AID PROJECT
Reimbursable**

**PROJECT: N/A
LOCAL GOVERNMENT: City of South Fulton
STATE ROUTE: N/A
P.I. NO.: 0012637**

STATE OF GEORGIA

FULTON COUNTY

This Agreement made and entered into this ____ day of _____, ____ by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and **CITY OF SOUTH FULTON** (hereinafter called the **LOCAL GOVERNMENT**).

- ☒ **CFDA # 20.205 Highway Plan and Construction Cluster**
☐ **CFDA # 20.219 Recreation Trails Program**

WITNESSETH THAT:

WHEREAS, the **DEPARTMENT** and the **LOCAL GOVERNMENT** propose to let to construction the above indicated project located at **CR 1393/NEW HOPE RD FROM E OF BOAT ROCK RD TO DANFORTH RD**, with the cost of the right of way being distributed between the **LOCAL GOVERNMENT** and the **DEPARTMENT** as hereinafter specified; and

WHEREAS, rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed; and

WHEREAS, rights of way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right of way; and

WHEREAS, rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT'S** name; and

WHEREAS, rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and remain in the **LOCAL GOVERNMENT'S** name; and

WHEREAS, the **DEPARTMENT** is authorized to enter into this contract with the **LOCAL GOVERNMENT** by virtue of Section 32-2-2(a) of the Official Code of Georgia Annotated; and

WHEREAS, the **LOCAL GOVERNMENT** is authorized to enter into this contract by virtue of Sections 32-3-3(e), 32-4-41(6), 32-4-42, 32-4-61 and 32-5-25 of the Official Code of Georgia Annotated and by a certain resolution of the City Council, adopted the ____ day of _____, 20____; and

WHEREAS, said rights of way are to be acquired by **LOCAL GOVERNMENT** in accordance with certain specified requirements of the Federal-Aid Highway Act of 1970, as amended, and regulations of the **DEPARTMENT** in order for the construction cost of said project to be eligible for State or Federal participation.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars in hand paid to the **LOCAL GOVERNMENT**, the receipt of which is hereby acknowledged, and the mutual promises and covenants hereinafter set out, the **DEPARTMENT** and the **LOCAL GOVERNMENT** agree as follows:

ITEM I

The **DEPARTMENT** agrees to reimburse the **LOCAL GOVERNMENT** **Not to Exceed Six hundred Three Thousand Six Hundred Twenty-Eight DOLLARS and No CENTS (\$603,628.00)** for eligible reimbursable right of way costs. Reimbursable right of way costs includes land and improvement costs and other costs as specified in 23 CFR 710.203(b).

Rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed. Rights of way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right of way. Rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT'S** name. Rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and remain in the **LOCAL GOVERNMENT'S** name.

Reimbursement of acquisition costs will be eligible after completion of the following: all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the project. Further, before any reimbursement of costs occurs, the **LOCAL GOVERNMENT** shall certify in writing to the **DEPARTMENT** that title to all parcels has been acquired and that all property management, all demolition and all

relocation has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

Each valuation and damage expert utilized on this project must be selected from the **DEPARTMENT's** "Approved Appraiser List". The **DEPARTMENT** shall review and approve each selection prior to the **LOCAL GOVERNMENT** contracting with the appraiser. All appraisals will be submitted to the **DEPARTMENT** for review, for approval and to establish fair market value prior to negotiations.

The **LOCAL GOVERNMENT** is responsible for properly flagging, staking, and marking all required right of way and all required easement (temporary or permanent) surveyed boundary lines **PRIOR** to the appraiser inspecting and appraising the property and **PRIOR** to the on-site Negotiation Agent meeting with the property owner to review the required right of way and/or required easement(s).

Except as specified in **ITEM V** of this contract, all counter offers, administrative settlements and legal settlements authority above the fair market value must be reviewed and approved by the **DEPARTMENT** if the **LOCAL GOVERNMENT** desires that the **DEPARTMENT** participate in any increased settlement agreement above the fair market value. It is understood and agreed that the **DEPARTMENT** may participate in a court directed award above the fair market value subject to the availability of funds identified for the project. The **DEPARTMENT** will not be required to participate in any such award increase that is not supported by a court order. It is further agreed between the parties that the **DEPARTMENT** shall be the final arbiter of whether an increase in an award or expense will be reimbursable to the **LOCAL GOVERNMENT**.

ITEM II

The **LOCAL GOVERNMENT** shall ensure at the time of closing that the current, approved deed or easement document reflects the latest revised or current required right of way description and/or easement(s) description.

The **LOCAL GOVERNMENT** will provide its own all legal counsel associated with acquiring properties by deed.

The **LOCAL GOVERNMENT**, or its designated representative, will prepare all Condemnation Petitions in the name of the **LOCAL GOVERNMENT** and will provide all legal counsel and/or litigation associated with acquiring properties through condemnation.

After receipt of the approved and accepted certification from the **LOCAL GOVERNMENT** to the **DEPARTMENT** and where after all acquired parcels on designated state or federal routes, whether by deed or by condemnation, have been executed, quitclaimed, transferred in name from the **LOCAL GOVERNMENT** and recorded in the name of the **DEPARTMENT**, the **DEPARTMENT** will reimburse the **LOCAL GOVERNMENT** pursuant to **ITEM III** herein.

ITEM III

As set forth in **ITEM I** above, the DEPARTMENT will reimburse **Six hundred Three Thousand Six Hundred Twenty-Eight DOLLARS and No CENTS (\$603,628.00)** of eligible right of way costs. **The procedure for reimbursement is as follows:**

All files and reimbursement requests shall be directed to the District Local Government Right of Way Coordinator (DLGC) in the **Chamblee District Office**. All reimbursement matters shall first be reviewed at the District Level in accordance with current guidelines and policies. Reimbursement to **LOCAL GOVERNMENT** will be issued from the **General Office in Atlanta** following receipt of all approved documents and the accepted and approved **LOCAL GOVERNMENT** certification.

One (1) copy of the following items shall be included for each parcel and activity cost to be reimbursed:

- 1) Reimbursement of eligible costs associated with properties acquired by deed or easement:**
 - a) Recorded Deed or Easement;**
 - b) Copy of the Approved Option;**
 - c) Executed Closing Statement; and**
 - d) Copy of approved Review Appraisers Report (Form 532).**
- 2) Reimbursement of eligible costs associated with properties acquired through condemnation:**
 - a) Copy of the filed, recorded Condemnation Petition with identified docket number;**
 - b) Copy of receipt for monies deposited into court; and**
 - c) Copy of Quitclaim Deed from LOCAL GOVERNMENT to DEPARTMENT for on-system only.**
- 3) Reimbursement of eligible property management costs:**
 - a) Copy of verifiable and detailed invoice from the contractor and receipt for payment from the LOCAL GOVERNMENT and any fee contractors employed by the LOCAL GOVERNMENT for Property Management activities.**
- 4) Reimbursement of eligible relocation costs:**
 - a) Copy of Relocation Payment Checks;**
 - b) Copy of Executed Relocation Claim Forms; and**
 - c) Copy of the Approval Authorization of Payment Amount**

5) Reimbursement for any other cost(s) not specifically listed above must include an invoice and any other supporting documentation as may be requested by the DEPARTMENT.

Any deviation from or change in the above described procedure must be approved by the State Right of Way Administrator in the Atlanta General Office.

ITEM IV

The **LOCAL GOVERNMENT** will ensure that the demolition and removal in their entirety of all buildings, walls, fences, gates, underground storage tanks, other hazardous materials, signs, or any other improvements and structures of any nature or description, lying wholly or partially situated within the right of way and/or easement area, whether surface or subsurface shall be conducted in accordance with and pursuant to any and all pertinent state and federal laws, regulations and procedures, including but not limited to all current laws, regulations and procedures of the U.S. Environmental Protection Agency and the Georgia Environmental Protection Division.

Any demolition and removal shall be in accordance with procedures approved by the **DEPARTMENT**. The **DEPARTMENT** will not remove any improvements or structures as clearing and grubbing items.

Any and all contaminated properties will require the **DEPARTMENT's** approval before being acquired by the **LOCAL GOVERNMENT**.

ITEM V

The **LOCAL GOVERNMENT** has the authority to approve a counter offer or an administrative settlement up to \$20,000 or 10% above the approved Fair Market Value. On legal settlement authority for condemned parcels, the **LOCAL GOVERNMENT** authority level is 20% or \$20,000, whichever is greater. All other counter offers, administrative settlements and legal settlement authority on condemned parcels must be reviewed and approved by the **DEPARTMENT**, if the **DEPARTMENT** is to participate in any increased cost. Any modification whatsoever or any special provision included as an agreement to any document must first be approved and appropriately accepted by the **DEPARTMENT**. The DLGC in the Chamblee District Office will function as the **LOCAL GOVERNMENT** liaison with the **DEPARTMENT**. All counter offers, check requests, and any matters to be considered for agreement will be submitted through the DLGC.

Once a determination has been made by the General Office, the DLGC will notify the **LOCAL GOVERNMENT**, in writing, of either approval or rejection of the submitted proposal.

The **DEPARTMENT** will not participate in any portion of a counter proposal which is closed prior to **DEPARTMENT** review, approval and acceptance.

ITEM VI

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the **DEPARTMENT**, the **LOCAL GOVERNMENT** agrees not to use convict labor in any way on the project.

ITEM VII

Once the environmental clearance is obtained and the right of way plans are approved, but prior to right of way authorization, the **LOCAL GOVERNMENT** can begin pre-acquisition activities at its own risk. However, acquisition activities including the making of offers cannot be made until the following has been completed: an acceptable project cost estimate has been submitted, reviewed and approved; right of way funds have been authorized in accordance with 23 CFR Part 710; and, the **DEPARTMENT** has issued a Notice to Proceed to the **LOCAL GOVERNMENT** for any eligible, reimbursable right of way acquisition activities.

The **LOCAL GOVERNMENT** agrees to defend itself from and against any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of Rights of Way by deed or condemnation.

ITEM VIII

The **LOCAL GOVERNMENT** will, as required by law, proceed within fifteen (15) days after being notified by the **DEPARTMENT** to acquire the rights of way for said project free of all encumbrances by gift, deed, easements or condemnation in accordance with the approved plans.

ITEM IX

The **LOCAL GOVERNMENT** will, in the right of way acquisition procedure, observe and comply with Title 49 Code of Federal Regulations Part 24; Title 23 Code of Federal Regulations Part 710; Georgia Laws 1972, p. 931, as amended; and, in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **LOCAL GOVERNMENT** will be responsible for making payments to owners as required under this procedure for any incidental expenses for the transfer of real property for rights of way purposes and any other moving and relocation expenses as required under the law and determined to be proper by the **DEPARTMENT**. Appeals of relocation assistance benefits will be submitted to the **DEPARTMENT** for review. Response to an appeal will be the responsibility of the **DEPARTMENT**. The **LOCAL GOVERNMENT** will, in their acquisition of the right of way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions, attached hereto. During the performance of this Contract, the **LOCAL GOVERNMENT** will also comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in State Aid or Federally-assisted programs of said Department in accordance with the stipulations as indicated under Appendix "A", attached hereto.

The **LOCAL GOVERNMENT** shall also comply with all provisions as set forth in ADDENDUM 1, GDOT TITLE VI Assurances as attached hereto, inclusive of APPENDIX A, APPENDIX B and APPENDIX C of attached ADDENDUM 1.

ITEM X

Where determined to be desirable, **LOCAL GOVERNMENT** will provide rodent control measures as required by the U. S. Department of Transportation prior to the demolition or removal of improvements located within the right of way of the project. The measures employed shall be in accordance with procedures approved by state and local laws and regulations governing rodent control.

ITEM XI

This Agreement sets forth the entire understanding between the Parties relating to the subject contained herein and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. It is understood that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless evidenced by an amendment to this Agreement signed by both the DEPARTMENT and the **LOCAL GOVERNMENT**.

ITEM XII

The **CITY** shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs associated with this Agreement and used in support of its activities and shall make such material available at all reasonable times during the period of this Agreement, and for three years from the date of final payment under this Agreement, for inspection by the GDOT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The **CITY** shall comply with federal administrative procedures in accordance with the requirements of the Uniform Grant Guidance, 2 CFR Part 200, as well as related federal and state regulations and instructions. The **CITY** will ensure that appropriate corrective action is taken within three months after receipt of any audit for all instances of noncompliance.

ITEM XIII

1. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**
2. **TERM OF CONTRACT. UNLESS OTHERWISE AMENDED BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER December 31, 2024.**

3. This Agreement is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia.
4. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
5. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.
6. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
7. The Preamble, Recitals, Exhibits, Addendums and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the **DEPARTMENT** by the Commissioner of the **DEPARTMENT** and on behalf of **LOCAL GOVERNMENT** being duly authorized to do so by the Mayor and City Council.

Executed on Behalf of the
**GEORGIA DEPARTMENT OF
TRANSPORTATION**

this _____ day of

_____, 20 ____.

By:

COMMISSIONER

ATTEST:

TREASURER

Executed on Behalf of
City of South Fulton

this _____ day of

_____, 20 ____.

By:

MAYOR

WITNESS

FEI# _____

NOTARY PUBLIC

Sworn to and subscribed before me

this _____ day of _____, 20__.

My Commission Expires: _____

(Notary Seal)

RESOLUTION OF THE LOCAL GOVERNMENT

STATE OF GEORGIA

CITY OF SOUTH FULTON

BE IT RESOLVED by the **CITY OF SOUTH FULTON LOCAL GOVERNMENT** City Council and it is hereby resolved, that the foregoing attached Agreement, relative to **P.I. Number 0012637**, be entered into by the **CITY OF SOUTH FULTON** City Council, and that _____ as Mayor, and _____ as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said City Council.

PASSED AND ADOPTED, this _____ day of _____, 20 _____.

ATTEST:

CLERK

BY: _____
WITNESS

STATE OF GEORGIA

FULTON COUNTY

I, _____ as Clerk of the **City of South Fulton** City Council do hereby certify that I am the custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and City Council.

Witness by hand and official signature, this the _____ day of _____, 20 _____.

BY: _____
CLERK

ATTACHMENT NO. 1

MEMORANDUM OF INSTRUCTIONS

These instructions are to set forth the procedures necessary for the Political Subdivisions of the State of Georgia to follow when acquiring right of way on highway projects where it is proposed to acquire or construct said project with Federal participation for on system projects. On systems projects are those on designated state or federal routes. The Political Subdivision shall make every effort to acquire expeditiously all real property when authorized to proceed.

The Political Subdivision may, when they consider it appropriate, attempt to secure the right of way by donation. To assure the property owner is fully informed of his rights, the request for donation must be made in writing and also set forth that they are entitled to full just compensation, if they so desire. A letter prepared by the Department will be made available to use as a guide. If a property owner requests payment of just compensation, the provisions of paragraph one (1) must be followed.

Nothing herein shall be construed to prevent a person whose real property is being acquired from making a gift or donation of such property, or any part thereof, or of any compensation paid therefore, after such person has been fully informed of his right to receive just compensation for the acquisition of his property.

1. At the initiation of negotiations each owner must be fully informed of his right to receive just compensation for the acquisition of his property. In order to assure just compensation is being offered, the following steps must be taken:
 - A) A General Certified Appraiser and other valuation or damage experts, who is on the Department's approved list, must utilize an appropriate valuation method (appraisal/data book/cost estimate) as determined by the Department.
 - B) The appraiser must give the owner or his designated representative an opportunity to accompany him during his inspection of the property. A statement is to be in the report that this opportunity was provided.
 - C) The report must be adequately documented to support the conclusion of the appraiser and shall be prepared in accordance with the guidelines set forth by the Department.
 - D) The Department must review the appraisal and approve in writing the estimated amount of just compensation to be offered to the property owner.
 - E) The offer must be made in writing for the full amount of the aforesaid estimate of just compensation. Where appropriate, the written offer must state separately the amount for the real property being acquired and the amount attributable to damages to the remaining property.
2. No person occupying real property shall be required to move from his home, farm, or business without at least three (3) months written notice or two (2) months written notice from the time of the closing or condemnation.
3. The Department will furnish copies of letters, settlement and disbursements statements and such other forms, as it may deem necessary or desirable.
4. Copies of all letters, forms, deeds and status reports used in the acquisition of Rights of Way for this project must be forwarded to the Department upon request, for future reference.
5. The LOCAL GOVERNMENT will be responsible for determining benefits and preparing relocation assistance packages. Packages must be submitted to the Department for review and approval prior to offers of benefits being made.

6. Any consultant contracted for negotiation services for the acquisition of right of way for the LOCAL GOVERNMENT must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Broker's License in accordance with OCGA Title 43 Chapter 40 unless identified as an exception under Title 43, Chapter 40 of the Official Code of Georgia Annotated. Said consultant must attend any present and all future mandatory training classes required by the DEPARTMENT.

APPENDIX "A"

- A. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the regulations), which are herein incorporated by reference and made a part of this contract.
- B. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in APPENDIX "B" of the regulations.
- C. **SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitation either by competitive bidding or negotiation made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds or race, color or national origin.
- D. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation, or the Federal Highway Administrative as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the contractor or under the contract until the contractor complies, and/or
 2. Cancellations, termination or suspension of the contract, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The contractor shall include the provisions of Paragraphs "A" through "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the State Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the State Department of Transportation to enter into such a result of such direction, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination
Assurances
DOT Order No. 1050.2A

The Georgia Department of Transportation (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(c) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding *source*:

"The Georgia Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

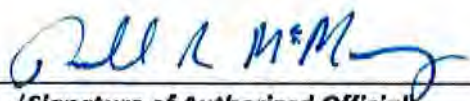
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, *use*, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligated the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Georgia Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Georgia Department of Transportation access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by Georgia Department of Transportation. You must keep records, reports, and submit the material for review upon request to the Georgia Department of Transportation, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Georgia Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Program. This ASSURANCE is binding on Georgia, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Georgia Department of Transportation
(Name of Recipient)

by 
(Signature of Authorized Official)

DATED 07/15/20

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration) as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct

as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the GDOT will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with **Title 23 U.S. Code § 107**, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the GDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto GDOT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the GDOT, its successors and assigns.

The GDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that GDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non- discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the GDOT pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the GDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the GDOT and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by GDOT pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, GDOT will there upon revert to and vest in and become the absolute property of GDOT and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: First Reading of An Ordinance To Amend Appendix C, Zoning, Article 3, Restrictions On Particular Uses, Section 302, Restrictions On Principal Uses, Section 302.12 Day Care Facility Of The Code Of Ordinances, City Of South Fulton, Georgia, So As To Remove Certain Restrictions On Hours Of Operation For Day Care Facilities; And For Other Lawful Purposes

DATE: September 28, 2021

SUBJECT: First Reading of An Ordinance To Amend Appendix C, Zoning, Article 3, Restrictions On Particular Uses, Section 302, Restrictions On Principal Uses, Section 302.12 Day Care Facility Of The Code Of Ordinances, City Of South Fulton, Georgia, So As To Remove Certain Restrictions On Hours Of Operation For Day Care Facilities; And For Other Lawful Purposes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: PUBLIC HEARING - Request Council Approval of Alcohol License for Stanley's of Georgia, LLC dba Stanley's Cigar Lounge located at 3220 Butner Road, Suite 210, Atlanta, Georgia 30331

DATE: September 28, 2021

SUBJECT: PUBLIC HEARING - Request Council Approval of Alcohol License for Stanley's of Georgia, LLC dba Stanley's Cigar Lounge located at 3220 Butner Road, Suite 210, Atlanta, Georgia 30331

REFERENCE:

CONCLUSION:

BACKGROUND:

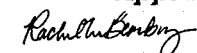
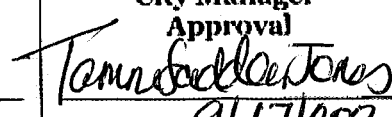
FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Alcohol License Application_Stanleys Cigar Lounge (Police)	Cover Memo	9/24/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/28/2021	
Requesting Department Police Department	Council District(s) Affected District 2
Requested Action Approval to get on City Council Regular Agenda schedule for September 28, 2021 to have a public hearing. Also, request for Council to vote on this matter at the September 28, 2021 council meeting regarding the application for an alcohol license for Stanley's of Georgia, LLC dba Stanley's Cigar Lounge located at 3220 Butner Road, Suite 210, Atlanta, Georgia 30331	
Requirements for Council Action (City specific Council policy, statute or code requirement) Pursuant to Title 16, Section 2020(d) the Police Chief will make a recommendation to the City Council to grant the application.	
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The applicant for Stanley's of Georgia, LLC dba Stanley's Cigar Lounge for an alcohol license for the consumption on premise sales of wine, malt beverages and distilled spirits at 3220 Butner Road, Atlanta GA 30331. The location was previously a Cigar Lounge operating with like beverages. All applicable fees related to obtaining an alcohol license have been paid. The owner is currently operating on a temporary license. The application and/or location has been reviewed/inspected and approved by Code Enforcement, Fire Department, Zoning Department, Business Licensing, Fulton County Health Department, Fulton County Board of Education and South Fulton Police Department.	
Funding Source (if applicable) N/A	
Financial Impact (if applicable) Initial Revenue \$4930 with estimated annual revenue of \$4650	
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒	
Department Director Approval  Keith Meadows (Sep 19, 2021 16:01 EDT) Shayla Reed 9/14/21	Finance Director Approval  Rachel L. Brinkley 9/16/2021
Assistant City Manager Approval 	City Attorney Approval 
City Manager Approval  Tamara S. Jones 9/17/2021	

GOVERNMENT OF THE CITY OF SOUTH FULTON

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: City of South Fulton Mayor & Council

FROM: Keith Meadows, Chief of Police 
KM

DATE: September 8, 2021

SUBJECT: Request by Stanley's of Georgia, LLC dba Stanley's Cigar Lounge for an alcohol license for the consumption on premise sales of wine, malt beverages and distilled spirits at 3220 Butner Road, Ste 210, Atlanta GA 30331

The applicant for Stanley's of Georgia, LLC dba Stanley's Cigar Lounge seeks an alcohol license for the consumption on premise sales of wine, malt beverages and distilled spirits at 3220 Butner Road, Suite 210, Atlanta GA 30331. All applicable fees related to obtaining an alcohol license have been paid. The owner is currently operating on a temporary license.

The application and/or location has been reviewed/inspected and approved by Code Enforcement, Fire Department, Zoning Department, Business Licensing, Fulton County Health Department, Fulton County Board of Education and South Fulton Police Department.

CHIEF OF POLICE RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information:	Stanley's of Georgia, LLC Monica Coleman 3220 Butner Road, Suite 210 Atlanta, GA, 30349
City Council District(s):	2
Parcel ID Number:	14F0073 LL0818
Square Footage:	
Existing Zoning:	Mixed Use, which includes commercial
Current/Past Use of the Property	Cigar Lounge (Past & Present)
History:	This request serves as the applicants first request. The property previously operated as a cigar bar/lounge.

Cc: Corey Adams, City Clerk

5440 Fulton Industrial Blvd., SW • South Fulton, GA 30336 • Office: 470.809.7700



City of South Fulton

Alcohol Beverage License Application and Information Packet FOR NEW BUSINESSES ONLY



Revised 9.25.21

South Fulton Police Department

License and Permit Unit

5539 Old National Highway

College Park, GA 30349

470-809-7372

pdlicenses@cityofsouthfultonga.gov

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

APPLICATION INSTRUCTION SHEET

Incomplete or partial applications will not be accepted.

Please answer all questions on application legibly and appropriately in black/blue ink or typed. If a question does not apply to you, write "N/A" in the space provided.

The Personal History Statement must be completed by the owner/licensee/agent/manager and corporate officers or major stakeholders of the business/organization with 20% or more of interest in business. Each person completing the personal history statement will pay the non-refundable fingerprint fee of \$55.00 per individual. Upon submission of a completed application you will be scheduled to get your fingerprints completed. Please do NOT show up to get fingerprints without an appointment.

If you are a corporation or LLC, provide copies of your certificate of incorporation/corporate charter/by laws, properly signed by the Secretary of State and the registered agent(s) for the corporation.

Application must be accompanied by a Federal Clearance Letter verifying no federal indictments or pending charges. The Federal Clearance Letter must be completed by the owner/licensee/agent/manager and corporate officers or major stakeholders of the business/organization with 20% or more of interest in business. Federal Clearance Letter may be obtained from the Federal District Court (see the Clerk of Court) Richard B. Russell Building, 75 Ted Turner Drive, Atlanta, GA 30303. There is a cost of \$31.00 for the Clearance Letter - per name.

Application must be accompanied by a Certificate of Residency verifying Agent/Licensee is a resident of the thirteen Metropolitan counties (Cherokee, Clayton, Cobb, Coweta, Dekalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding and Rockdale). Applicants may take the enclosed certificate of residency form to the Probate Court of the county in which they reside to have the form signed by clerk of court.

Application must be accompanied by Proof of Citizenship by secure and verifiable document as outlined in O.C.G.A. § 50-36-2 (i.e. in the form of government issued photo ID) and applicant must complete the enclosed Citizenship Affidavit for Public Benefits and E-Verify Affidavit.

Application must be accompanied by Survey of location prepared by a Registered Survey noting the distances per City Ordinance Sec. 16-4001. The survey must be of the proposed premises depicting the distance requirements as specified on the alcoholic beverage application (question #6). The survey must also state how the property was measured (from what point of the premises to what point of the measured location and the direction of measurement).

Application must be accompanied by a copy of your City of South Fulton current occupational tax certificate. Applicants may submit a copy of a temporary occupational tax certificate; however, a permanent occupational tax certificate must be received before your alcohol license application will be submitted to council for approval.

Application must be accompanied by a copy of a signed deed, lease, sublease, rental agreement, etc., authorizing applicant's use of location.

All applicants must disclose financial investments pertaining to the business operation by completing the Financial Affidavit form.

As part of the application process, the police department will arrange for the following inspections to be approved by the following entities: Fire, Health, School Board, Zoning and Code Enforcement. Applications will not be submitted to council for approval until all required inspections are completed.

Application must be accompanied by a drawing of the alcohol license premises including the customer service area (if restaurant, club, bar, etc.), to include measurements of total square footage of service area. Note: additional fees may apply for additional bar areas based upon layout of location.

As part of the application process, the police department will arrange for the advertisement of the public hearing regarding your application. The applicant is responsible for the advertisement fee of \$505. (see fee page for cost)

The City's Alcoholic Beverage Ordinance Sec.16-2017, requires alcohol awareness training to be completed by Owner, Applicant, Licensee, Manager and all employees who dispenses, sells, serves, takes orders or mixes beverages. Exception Not Required for Wholesaler/Distributors. See Ordinance for further or website at <https://www.cityofsouthfultonga.gov/2882/Alcohol-Awareness-Training>

If there are any questions concerning the completion of the application, please call the South Fulton Police License and Permit Unit for assistance at 470-809-7372 or pdlicenses@cityofsouthfultonga.gov.

Upon completing your application, you may submit it for review along with all required documents to the license and permit unit at pdlicenses@cityofsouthfultonga.gov. Once the application has been reviewed and all necessary documents are approved, an investigator will contact the applicant to schedule an appointment for the formal filing of the original application and supporting documents. Note all requested documents should be dated no more than 30 days prior to submitting application.

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



ALCOHOL LICENSE FEE SCHEDULE

The following alcohol license fees are hereby established and shall be payable by check, money order, or debit/credit card, as applicable, at the time of filing the application:

Administrative Fees:

Alcohol License Application Fee	300.00
All other Application Fees	\$150.00
Background / Fingerprint Fee	\$55.00
Advertising Fee	\$505.00
Fire Inspection Fee	\$75.00

LICENSE FEES:

Retail Consumption on Premises

Liquor	\$3200.00
Beer	\$650.00
Wine	\$650.00
Add' Bar/Lounges	\$1000.00
BYOB Wine	\$125.00
Wine & Malt Tasting (No Distilled Spirits)	\$50.00

Note: Premises offering sale by the drink require an additional fee (16-2003) for the operation of each lounge, separate restaurant (with separate bar), or other place for consumption on the premises located within the same building covered by the initial license and under the same ownership. In addition to the initial license fee, an annual fee of \$1000.00 will be charged for each additional bar.

Special Permit Fees

Non-Profit Special Event, Beer, Wine & Distilled Spirits/Liquor	\$50.00
For-Profit Special Event Beer & Wine	\$125.00
For-Profit Special Event Distilled Spirits / Liquor	\$125.00
Annual Off Premises Catering License	\$200.00
Off Premises Per Event Catering Permit	\$50.00

Retail Package

Distilled Spirits /Liquor	\$3000.00
Beer	\$400.00
Wine	\$400.00

Temporary Alcohol License Fee

Distilled Spirits /Liquor (Sale/Consumption on Premises)	\$500.00
Beer and wine (Sale/Consumption on Premises)	\$250.00
Beer and Wine (Retail Package)	\$250.00

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Wholesale:

Distilled Spirits / Liquor \$3500.00
Beer \$500.00

Wine..... \$500.00
Location Outside of City \$100.00

Manufacturer (Distillery):

Distilled Spirits/ Liquor \$4000.00
Beer \$500.00
Wine..... \$500.00

Microbrewery \$2000.00

Growler \$2000.00

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PERSONAL STATEMENT

INSTRUCTIONS: This personal statement must be executed, under oath, by all owner/licensee/agent and corporate officers or major stakeholders of the business/organization with 20% or more of interest in the business and the manager of any place of business applying for a license from the City of South Fulton to sell or deal in alcoholic beverages. Each question must be fully answered. If the space provided is not enough, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.

Applicant Name in FULL (Please Print) Monica Gail Coleman

Home Address: [REDACTED]

Business Address: 3220 Butler RD SW Atlanta GA 30331

Place of Birth [REDACTED] Date of Birth [REDACTED] Age: [REDACTED]
(City, State, Country) (Day, Month, Year)

Race [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eye Color: brown U.S. Citizen ☒ By Birth ☒

Hair Color: black Social Security Number [REDACTED] Driver License Number [REDACTED] State Issued by: GA

Have you been convicted of any federal, foreign, and/or state laws, and/or city ordinances? If so, explain below:

No

List names and addresses of employers for the past three (3) years: Black Women's Health Imperative, Atlanta, GA 2019 - 2021

Omega 14, Inc. Charlotte, NC 2014-2020 M320 Consulting 2006 - Present

Single ☒ Married ☐ Widowed ☐ Divorced ☐ Separated ☐
(If married, divorced or widowed, complete the below requested information on spouse).

Full name of spouse / (Maiden Name)

DOB

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Personal Statement and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

Monica Gail Coleman

Applicant's Printed Name

Monica Coleman

Applicant's Signature

08-16-21

Date of Application

I hereby certify that Monica Gail Coleman signed her/his name to the foregoing application stating to me that he/she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

This 16th day of August, 20 21.

Notary Public Signature: [Signature] (AFFIX SEAL)

Notary Printed Name: Tabitha Fordham



Tabitha Denise Fordham
NOTARY PUBLIC
DeKalb County, Georgia
My Commission Expires
February 28, 2023

Date Revised: 5/25/2021

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CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

RESIDENCE DETERMINATION FORM

Certificate of Residence
For Retail Package Distilled Spirits Applicants Only

State of Georgia, _____ County
I, _____ Judge of the probate Court, for _____
County, Georgia, hereby certify that _____ is now and has been a Bona Fide Resident
of the state of Georgia for one year, and in the county of _____ for one year immediately
preceding the date of this affidavit, based upon the affidavit of applicant, and the evidence submitted therewith.
In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court this _____ day of
_____, 2021.

Judge of the Probate Court

County, Georgia

Certificate of Residence
For All Other Alcoholic Beverage License Applicants

State of Georgia, Douglas County
I, Christina J. Peterson Judge of the probate Court, for Douglas
County, Georgia, hereby certify that Monica Gail Coleman is now and has been a Bona Fide Resident of
the state of Georgia in the county of Douglas based upon the affidavit of applicant and the
evidence submitted therewith. In Witness Whereof, I have hereunto set my hand and affixed the seal of said
Probate Court this August day of 18th, 2021.

Judge of the Probate Court

Douglas
County, Georgia

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Save Affidavit
Affidavit Verifying Status for City Public Benefit
Pursuant to O.C.G.A. § 50-36-1(e)(2)

By executing this affidavit under oath, as an applicant for a(n) alcohol license
[type of public benefit], as referenced in O.C.G.A. § 50-36-1, from City of South Fulton [name of
government entity], the undersigned applicant verifies one of the following with respect to my application for a
public benefit:

- 1) ☒ I am a United States citizen.
- 2) ☐ I am a legal permanent resident of the United States.
- 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and
Nationality Act with an alien number issued by the Department of Homeland
Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other
federal immigration agency is _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has
provided at least one secure and verifiable document, as required by O.C.G.A.
§ 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

driver license

In making the above representation under oath, I understand that any person who knowingly
and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit
shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by
such criminal statute.

Executed in Atlanta (city) Georgia (state)

Monica Coleman
Signature of Applicant

Monica Gail Coleman
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE
ME ON THE

10th DAY OF August, 20 21

Jalil
NOTARY PUBLIC
My Commission Expires:

Date Revised: 5/25/2021



Tabitha Denise Fordham
NOTARY PUBLIC
DeKalb County, Georgia
My Commission Expires
February 28, 2023

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CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

E-Verify Affidavit

Private Employer Affidavit Pursuant to O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Section 1.

Please check only one:

- (A) _____ On January 1st of the below signed year, the individual, firm, or corporation employed more than ten (10) employees.
- (B) X On January 1st of the below signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If the employer selected Section 1(A), please fill out Section 2 below.

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

Name of Private Employer

Federal Work Authorization User Identification Number

Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on this day 16th of August, 2021 in Atlanta (city), GA (state).

Monica Coleman
Signature of Authorized Officer or Agent

Monica Gall Coleman

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 16th DAY OF August, 2021.

[Signature]
NOTARY PUBLIC

My Commission Expires: February 28, 2023



Tabitha Denise Fordham
NOTARY PUBLIC
DeKalb County, Georgia
My Commission Expires
February 28, 2023

Date Revised: 5/25/2021

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



REGISTERED AGENT DESIGNEE FORM

Registered agent means that individual, who is a resident of one of the 13 metropolitan counties (Cherokee, Clayton, Cobb, Coweta, Dekalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding, and Rockdale) of Georgia and at least 21 years of age, who is designated by a Licensee/owner to receive any process, notice, or demand required or permitted by law or under this title to be served upon a licensee or owner.

The registered agent, who is designated by a licensee, must submit to a fingerprint criminal background check and complete the personal statement form. The registered agent must obtain the certificate of residency enclosed.

Name: Monica Gail Coleman
(Full Printed Name No Initials)

Sex: Female Race: [REDACTED] Date of Birth: [REDACTED]

Home Address: [REDACTED]

City: [REDACTED] State: GA Zip: 30134

Phone# [REDACTED]

Business Address: 3220 Butner Rd, SW Suite 210

City: Atlanta State: GA Zip: 30331

Phone# 470-955-2130

I hereby certify that I agree to serve as the "registered agent" on behalf of
Stanley's of Georgia, LLC dba Stanley's Cigar Lounge

3220 Butner Rd #240 Atlanta, GA 30331 a business located at
City of South Fulton, Georgia.

As registered agent, I agree to accept any process, notice or demand required or permitted by law or under the Alcoholic Beverage Code of the City of South Fulton, Georgia, to be served upon the licensee or owner. I understand that such service upon me will serve as legal notice upon the licensee or owner and that it is my responsibility to forward such service to the owner or licensee.

Monica Coleman 08-16-21
SIGNATURE OF APPLICANT DATE

Monica Gail Coleman
PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 16th DAY OF August 20 21

[Signature]
NOTARY PUBLIC SIGNATURE

Tabitha Fordham
NOTARY PUBLIC PRINTED NAME



Tabitha Denise Fordham
NOTARY PUBLIC
Dekalb County, Georgia
My Commission Expires
February 28, 2023

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

SECTION 1: Licensee/Agent Monica Gail Coleman **For the year** 2021 **Date** _____

All applications must be typed or printed in black/blue ink. Each question must be completely and correctly answered. If the space provided is not sufficient, attach additional sheets. Applications must be signed, dated, notarized and filed with the South Fulton Police Department. All required supporting documents must be attached.

Type of License Applying For: (Check All That Apply)

☐ New License ☒ Change of Ownership ☐ New Location ☐ Other. Please Specify: _____

Please select the beverages to be sold: (Check All That Apply)

☒ BEER ☒ WINE ☒ DISTILLED SPIRITS/LIQUOR

Please select ALL the categories that best describe the business for which this application is being submitted.

☐ Retail Package Store ☐ Convenience Store ☐ BYOB (Wine/Malt Only) ☒ Restaurant (3% for excise taxes)

☐ Growler ☐ Supermarket ☐ Microbrewery ☐ Gas / Drug / Dry Goods Store

☐ Importer ☐ Manufacturer ☐ Wholesale ☐ Public Entertainment Facility

☐ Hotel / Hotel Suites ☐ Night Club / Bar / Lounge (3% excise tax) ☐ Tasting (Wine/Malt)

Other. Please Specify _____

Additional Activities Proposed for Premises (check all that apply)

☐ Customer Dancing ☒ DJ/Live Entertainment ☐ Adult Entertainment/Sexually Oriented Business

If a Private Club: (1) Submit the salaries and other benefits received by each officer, trustee and employee; (2) Attach A copy of 501(c) Internal Revenue Code tax exempt documentation; (3) Attach membership application and copy of member list.

1. Is applicant: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ LLC ☐ Private Club
2. Legal Name of Business: Stanley's of Georgia, LLC
Operating/Trade Name of Business: Stanley's Cigar Lounge
Has location had an alcohol license within the last 12 months? ☒ Yes ☐ No
3. Business Address: 3220 Butner RD SW, Suite 210 Atlanta GA 30331 Council District: 2
(Street Address, City, State Zip)
4. Billing Address: 3220 Butner RD SW, Suite 210 Atlanta GA 30331
5. Proposed Location Zoned: Mix
6. A. Distance from closest private residence in any direction: N/A
B. Distance from closest college campus or school ground: N/A
C. Distance from closest branch of any South Fulton Public library: N/A
D. Distance from closest church or place of worship: N/A
E. Distance from closest regular school bus stop as designated by
Fulton County Board of Education for pick-up or drop-off of
school children in transport to the public schools of City of South Fulton. N/A

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

SECTION 2:

1. Full name of Applicant (Company/Corporation) Monica Gail Coleman Stanleys of Georgia
2. Full name of Licensee: Monica Gail Coleman
 Licensee Social Security Number: [REDACTED]
 Date of Birth and Place of Birth: [REDACTED]
 Citizen of the USA? ☒ Yes ☐ No Alien Number: _____
 Resident of Georgia? ☒ Yes ☐ No Years _____ County Douglas County
 Home Address: [REDACTED]
[REDACTED] GA 30134
 City State Zip Code
 Telephone Number: Home: [REDACTED] Business: (470) 955-2130
 Email Address: [REDACTED]
 Hours said Licensee will actively be on the premise: 80 hours per week
 List duties of Licensee: day to day operations, hiring and firing, payroll, overseeing vendors

3. Full Name of Spouse, Including Maiden Name: N/A
 Date of Birth and Place of Birth: _____
 Hours Spouse on Premises: _____

4. Licensee's Business interest(s), occupation(s) and employment for the past ten (10) years

COMPANY	ADDRESS (CITY & STATE)	POSITION	DATES
Black Womens Health Imper	Atlanta, GA	Communication Officer	02/2019-06/2021
Omega 14 Inc	Charlotte, NC	Operations Director	10/2014-12/2020
M320 Consulting	Atlanta, GA	President	03/2006-Present

5. Does Licensee or any Partner(s), Corporation Officer, Principal Shareholder(s), Trustee(s) or Spouse have, within the preceding ten (10) years, any conviction for the violation of any federal, state or Local laws, Ordinances or Regulations, or does said person have current proceeding for violation of any Federal, State or Local laws, ordinances or regulations? ☐ Yes ☒ No
6. For the purpose of this question, the term – conviction shall include an adjudication of guilt, a plea of guilty, a plea of nolo contendere, the forfeiture of a bond or adjudication by pre-trial intervention.

PERSON CHARGED	DATE	OFFENSE	LOCATION	DISPOSITION

Date Revised: 5/25/2021

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CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

7. Does Licensee or any member of the Partnership, Corporation or Stockholder currently hold an Alcohol license in the state of Georgia (including a work/server/pour permit)? ☐ Yes ☒ No
8. Has Licensee or any member of the Partnership or Corporation or Stockholder ever applied for an Alcoholic Beverage license (or work/server/pour permit) and been denied, suspended, or revoked? ☒ No ☐ Yes
If yes check which type ☐ denied ☐ suspended ☐ revoked

If yes, please check appropriate status above and explain _____

9. Full Name of Manager: Monica Gail Coleman

Social Security Number of Manager: _____

Date of Birth and Place of Birth: _____

Home Address: _____

Telephone Number: Home _____ Business: (470) 955-2130

E-mail Address: _____

10. Hours said manager will be on the premise: 80 hours per week
11. What is the manager's business experience? Operations management for large event and festivals leading full co
12. Has the manager worked in this or a similar capacity? ☒ Yes ☐ No

If yes, explain: Operations management for large event and festivals leading full concessions across multiple states. Concert and event production with brands like Pepsi, Coke, and Lexus.

FINANCIAL BACKGROUND INFORMATION

13. Applicant's full name (Company/Corporation) Stanley's of Georgia, LLC

If a Corporation, Date of Incorporation: 06/29/2021

Taxpayer Id# _____

14. If a Corporation, indicate the following for all Officers, members of the Board of Directors, Trustees and principal stockholders. If a Partnership, include all partners. (Complete all information requested for each person).

NAME	ADDRESS	DOB	SSN	POSITION	% INTEREST
Monica Coleman				Owner	100%

If operating as a partnership, submit a copy of all partnership agreements. If corporation, attach a copy of all Articles of Incorporation, By-laws and amendments thereto.

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

15. State the amount and source of funds that have or will be invested by each individual who has an interest in the business. If a Corporation or Partnership, list each individual separately.

NAME	AMOUNT INVESTED	SOURCE OF FUNDS	DATES
Monica Gail Coleman		savings	July 2021 - Aug 2021

16. Bank accounts and assets in the name of licensee/agent and/or maintained by the licensee/agent, whether individual, partnership or corporation. (Provide copies of account statements)

TYPE	BANK	CITY & STATE	LAST 6 OF ACCOUNT#	AMOUNT

17. Has Licensee/Agent, Spouse or any person having an interest in the business received, directly or indirectly, any financial aid or assistance, to include land, fixtures, equipment, etc., from any manufacturer or wholesaler of alcoholic beverages? ☐ Yes ☒ No If yes, please specify.

NAME	ADDRESS	AMOUNT/ITEM	DATE

18. List any other individual(s) or firm(s) owning any interest in or receiving any funds from the operation of the business or on the premises. This includes cigarette machines, game machines, billiard tables vendors, etc.

N/A

19. List any financial interest or ownership which Licensee/Agent or any member of the partnership or corporation or stockholder presently has in any other alcoholic beverage license in the state of Georgia.

NAME	NAME AND ADDRESS OF PREMISES	POSITION	% OF INTEREST
N/A			

20. List all assets which will be used or converted for use as an investment in the business and/or all sources of funding used to capitalize and/or operate the Business. None. Personal Funds.

Date Revised: 5/25/2021

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CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

LICENSED PREMISES

21. Do you own the property where the business is located? ☐ Yes ☒ No
- If yes:
Date of Purchase _____ Purchase Price _____
Name of Seller: _____
22. If property is rented/leased provide owner's name and address:
Vishal Camp Creek LLC, 5675 Jimmy Carter Blvd suite 500 Norcross GA 30071
- Amount of rent/lease:
Monthly Annually _____ Other (specify) _____
(Submit copy of signed lease agreement, deed, sublease, etc.)
23. Has a license at this location ever been denied, suspended, or revoked? No ☒ Yes
☐ denied, ☐ suspended or ☒ revoked
- If yes, check the appropriate status above and explain: Conrad Dobson, Cigaros of Georgia
24. Is business located in a hotel or motel? ☐ Yes ☒ No
- If yes, name of Hotel or Motel _____
25. If the business is to be operated as a department inside of premises where another business is operating, give details of the existing business. N/A
26. What will be your business/operating hours? Monday-Friday 3pm-11pm Sat 12pm-2am Sun 12pm-11pm
27. Where will your trash receptacle be located? side of building
28. What arrangements have you made for trash removal? Shared dumpster on site.
29. How often will you clean your property? daily and as needed
30. What is your plan for sanitation (clean water and sewage disposal) on the premises? Contractual arrangement with private waste management company
31. What is your plan for unlawful conduct on the premises? Agent has read the code and will train employees and staff regarding the same to ensure that no unlawful conduct occurs on the premises.
32. What is your plan for fire prevention on the premises? Agent has read the code and will ensure that all materials and procedure are in compliance with the fire code.
33. What type of security do you plan to have? There will be cameras on the interior and exterior of the business.

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

34. Do you offer your employees training with respect to items covered by the alcohol code? ☒ Yes ☐ No
If yes, what type of training and how do you plan to prevent the selling to and consumption by underage consumers of alcohol and tobacco products on your premises? All employee will be trained on the alcohol code via 360 training provided by Learn 2 Serve.
35. What type of buffering do you have, or will you provide to alleviate the effects of noise, lighting, odors, traffic or other nuisances on surrounding properties?
This is an existing location inside of a shopping center. Agent is not aware of any existing negative effects on surrounding properties but she will work with neighboring businesses as well as neighboring residents to ensure that this business is not a nuisance to others.
36. What plans do you have to prevent un-permitted vending on your property?
Although the parking lot is monitored by multiple businesses, the agent will not allow un-permitted vending to occur anywhere on the property.
37. Describe the traffic and pedestrian ingress and egress to/from the property and to/from any existing or proposed structure on the property. Pedestrian and vehicular ingress and egress is on Butner Road.

CONSUMPTION ON PREMISE LICENSE

*If you are applying for a consumption on premise license, please complete questions 38-44.
If not, write N/A and please skip ahead to question 45.*

38. Seating Capacity: ☒ Restaurant 70 ☐ Bar ☐ Other ☐ Brewpub ☐ Brewery ☐ Lounge ☐ Winery ☐ Private ☐ Nightclub
39. Describe Kitchen Facilities: Commercial Kitchen with commercial appliances as required by the Fulton County Health Department
- List number of Employees: 1 Cooks 3 Waiters/Waitress 2 Other employees 2 Alcohol Servers
- *A copy of your menu must be included with this application.***
40. Is business air conditioned? ☒ Yes ☐ No
41. Will you have live entertainment? ☒ Yes ☐ No
42. What percentage of revenues do you expect to come from food sales? 55 from alcohol? 45
43. What is the total square footage of the licensed premises? 3,126
44. How many parking spaces are you required to have? The parking is grandfathered in from the previous business.
Does the location have on-site parking? ☒ Yes ☐ No How many spaces?
If no or if parking is insufficient, what arrangements have you made for parking? There is shared parking in the shopping center.

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

RETAIL PACKAGE LIQUOR LICENSE (selling liquor, beer, & wine)

If you are applying for a retail package liquor license, please complete questions 45-47.
If not, write N/A and please skip ahead to question 48.

N/A

45. Do you propose to operate this store solely as a package liquor store? ☐ Yes ☐ No
46. Does the Licensee/Agent, Spouse, or any other owner(s), partner(s) or stockholders have an interest in other retail liquor stores? ☐ Yes ☐ No

NAME	NAME & LOCATION OF BUSINESS	POSITION	% INTEREST

47. Do you or your spouse or any partner or stockholder have any financial interest in any wholesale liquor business?
☐ Yes ☐ No

If yes, give details: _____

RETAIL BEER AND/OR WINE LICENSE (selling beer & wine only)

If you are applying for a retail beer and/or wine license, please complete questions 48-50.
If not, please skip ahead to next page.

48. Are you (the applicant) or any member of your family, the owner, lessor or sub-lessor of any real estate which is occupied by a retail package (liquor) store? ☐ Yes ☐ No

If yes, list locations, information as to any lease or rental agreement, amount of rent received, and to whom.

LOCATION	LEASE/RENTAL AGREEMENT INFORMATION	AMOUNT OF RENT	LESSOR

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

49. Are you or any member of your family the Executor, Administrator, Beneficiary or Heir of any estate having any interest in retail package (liquor) store? ☐ Yes ☐ No

If yes, list location(s), amount of interest and your relationship with the estate:

LOCATION(S)	% INTEREST	YOUR RELATIONSHIP TO ESTATE
N/A		

50. Are you or any member of your family the beneficiary or trustee of any trust fund having any interest in a retail package (liquor) store? ☐ Yes ☐ No

If yes, give your position, the name of the trust and the amount of income that you receive.

POSITION	NAME OF TRUST	INCOME RECEIVED
N/A		



South Fulton Police Department
License & Permit Unit
5539 Old National Highway
College Park, GA 30349



FINANCIAL AFFIDAVIT (Please type or print)

This form must be completed by individuals with ownership and/or investment interest in the business, whether direct or indirect. This form may be required of others at the discretion of the Police Department as provided under COSF Title 16 **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME Coleman		FIRST Monica	MI	SOCIAL SECURITY NO [REDACTED]
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) [REDACTED]				
	CITY [REDACTED]	STATE [REDACTED]	ZIP + 4 30134	DAY CONTACT NUMBER [REDACTED]	
3	LEGAL BUSINESS NAME Stanley's of Georgiu, LLC		TRADE / DBA NAME Stanley's Cigar Lounge		
	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED [REDACTED]		% OF OWNERSHIP INTEREST 100 %		
FINANCIAL INVESTMENT (You <u>may</u> be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source)					
TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION	
LOAN	PERSONAL			YES	NO
☐	☒	Personal Savings	[REDACTED]	☒	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐

SIGNATURE SECTION

BEFORE SIGNING THIS STATEMENT, CHECK ALL ANSWERS AND EXPLANATIONS TO SEE THAT YOU HAVE ANSWERED ALL QUESTIONS FULLY, COMPLETELY AND CORRECTLY. THIS STATEMENT IS TO BE EXECUTED UNDER OATH AND SUBJECT TO THE PENALTIES OF FALSE SWEARING, AND IT INCLUDES ALL ATTACHED SHEETS HERewith. STAMPED SIGNATURE IS NOT ACCEPTABLE.

I, Monica Gail Coleman DO SOLEMNLY SWEAR, SUBJECT TO THE

PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT

Monica Coleman
Signature

I HEREBY CERTIFY THAT Monica Gail Coleman SIGNED HIS/HER NAME TO THE FORGOING AFFIDAVIT AFTER STATING TO ME UNDER OATH ADMINISTERED BY ME, THAT ALL STATEMENTS AND ANSWERS ARE TRUE AND CORRECT

THIS 16th DAY OF August, 2021

AFFIX SEAL



Tabitha Denise Fordham
NOTARY PUBLIC
Tabitha Denise Fordham
NOTARY PUBLIC
DeKalb County, Georgia
My Commission Expires
February 28, 2023

Date Revised: 5/25/2021

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CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



CERTIFICATION

I have received a copy of the City of South Fulton Alcoholic Beverage Ordinance and I have read it and agree to adhere to all applicable City of South Fulton Ordinances, Georgia state laws and regulations governing the operation of establishments that serve and/or sell alcoholic beverages? ☒ Yes ☐ No

I understand it is the responsibility of the applicant/licensee/agent to ensure that all licenses to sell alcoholic beverages are renewed no later than December 15th of each year or I will have to apply for a new alcohol license. ☒ Yes ☐ No

I understand that a state alcohol license must also be obtained before any alcoholic beverage can be served or sold in the City of South Fulton, (this includes Alcoholic Beverage Manufacturers). I further understand that the state license is obtained after the city license is obtained and I am responsible for contacting the Georgia Department of Revenue to obtain a state alcohol license. ☒ Yes ☐ No

I understand that I am required to pay alcohol excise taxes in accordance with City of South Fulton Ordinance, Title 16 Alcoholic Beverages, and failure to pay excises taxes imposed by this ordinance will be grounds for suspension or revocation of my alcohol license. ☒ Yes ☐ No

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Alcoholic Beverage Sales and Service and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

Monica Coleman

SIGNATURE OF APPLICANT

08-16-21

DATE

Monica Gail Coleman

PRINTED NAME OF APPLICANT

~For Notary~

I hereby certify that Monica Coleman signed her/his name to the foregoing application stating to me the he/she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 16th DAY OF August 20 21

Tabitha Fordham

NOTARY PUBLIC SIGNATURE

Tabitha Fordham

NOTARY PUBLIC PRINTED NAME



Tabitha Denise Fordham
NOTARY PUBLIC
DeKalb County, Georgia
My Commission Expires
February 28, 2023

Date Revised: 5/25/2021

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CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



APPLICANT PRIVACY RIGHTS

As an applicant that is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history record check for a non-criminal justice purpose (such as an application for a job or license, immigration or naturalization, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- If your fingerprints/biometrics are used to conduct a FBI national criminal history check, you are provided a copy of the Privacy Act Statement that would normally appear on the FBI fingerprint card.
- If you have a criminal history record, the agency making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The agency must advise you of the procedures for changing, correcting, or updating your criminal history record as set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a Georgia or FBI criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the agency denies you the job, license or other benefit based on information in the criminal history record.
- In the event an adverse employment or licensing decision is made, you must be informed of all information pertinent to that decision to include the contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision shall be a misdemeanor [O.C.G.A. § 35-3-34(b) and §35-3-35(b)].

You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

If the employment/licensing agency policy permits, the agency may provide you with a copy of your Georgia or FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, information regarding how to obtain a copy of your Georgia, FBI or other state criminal history may be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

If you decide to challenge the accuracy or completeness of your Georgia or FBI criminal history record, you should send your challenge to the agency that contributed the questioned information. Alternatively, you may send your challenge directly to GCIC provided the disputed arrest occurred in Georgia. Instructions to dispute the accuracy of your criminal history can be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

Print Name: Monica Gail Coleman

Date: 08-16-21

Signature: Monica Coleman

2018-05 Attachment A

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Print Name: Monica Gail Coleman

Date: 08-16-21

Signature: Monica Coleman

2018-05 Attachment B

Date Revised: 5/25/2021

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CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

TITLE 28 CFR 16.30 THROUGH 16.34

§ 16.30 Purpose and Scope

This subpart contains the regulations of the Federal Bureau of Investigation (FBI) concerning procedures to be followed when the subject of an identification record requests production of that record to review it or to obtain a change, correction, or updating of that record.

Initial: MC

§ 16.31 — Definition of identification record

An FBI identification record, often referred to as a "rap sheet," is a listing of certain information taken from fingerprint submissions retained by the FBI in connection with arrests and, in some instances, includes information taken from fingerprints submitted in connection with federal employment, naturalization, or military service. The identification record includes the name of the agency or institution that submitted the fingerprints to the FBI. If the fingerprints concern a criminal offense, the identification record includes the date of arrest or the date the individual was received by the agency submitting the fingerprints, the arrest charge, and the disposition of the arrest if known to the FBI. All arrest data included in an identification record are obtained from fingerprint submissions, disposition reports, and other reports submitted by agencies having criminal justice responsibilities. Therefore, the FBI Criminal Justice Information Services Division is not the source of the arrest data reflected on an identification record.

Initial: MC

§ 16.32 — Procedure to obtain an identification record

The subject of an identification record may obtain a copy thereof by submitting a written request via the U.S. mails directly to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. Such request must be accompanied by satisfactory proof of identity, which shall consist of name, date and place of birth and a set of rolled-in inked fingerprint impressions placed upon fingerprint cards or forms commonly utilized for applicant or law enforcement purposes by law enforcement agencies.

Initial: MC

§ 16.33 — Fee for production of identification record

Each written request for production of an identification record must be accompanied by a fee of \$18 in the form of a certified check or money order, payable to the Treasury of the United States. This fee is established pursuant to the provisions of 31 U.S.C. 9701 and is based upon the clerical time beyond the first quarter hour to be spent in searching for, identifying, and reproducing each identification record requested as specified in § 16.10. Any request for waiver of the fee shall accompany the original request for the identification record and shall include a claim and proof of indigency. Subject to applicable laws, regulations, and directions of the Attorney General of the United States, the Director of the FBI may from time to time determine and establish a revised fee amount to be assessed under this authority. Notice relating to revised fee amounts shall be published in the *Federal Register*.

Initial: MC

§ 16.34 — Procedure to obtain change, correction or updating of identification records

If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections or updating of the alleged deficiency, he/she should make application directly to the agency which contributed the questioned 2018-05 Attachment C information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency.

Initial: MC

2018-05 Attachment C

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



Criminal History Record Information Consent/Inquiry Form ALCOHOL LICENSE



I hereby authorize City of South Fulton Police Department to conduct an inquiry for the purpose of eligibility of my alcohol license as listed below and receive any Georgia and/or national criminal history record information as authorized by state and federal law.

Full Name (print)	Monica Gail Coleman		
Any other name used (i.e. maiden name)		Place of Birth [REDACTED]	
Home Address	[REDACTED]		
Name of Business	Stanleys's Of Georgia LLC		
Address of Business	3220 Butner Rd, SW Atlanta GA 30331 suite 210		
Gender Female	Weight [REDACTED]	Date of Birth [REDACTED]	Social Security Number [REDACTED]
Race [REDACTED]	Weight [REDACTED]	Hair Color black	Eye Color brown

☐ I, Monica Gail Coleman, give consent to the above-named entity to perform periodic criminal history background checks for the duration of my tenure as agent, licensee, or member of this establishment listed above.

☐ I, Monica Gail Coleman, confirm that I have received a copy of the Privacy Act Statement, Applicant's Privacy Rights and Title 28 CFR 16.30 through 16.34. I further confirm that I have read and understand these guidelines.

Monica Coleman
Signature

08-16-21
Date

Date of Inquiry: 8/16/21 Time of Inquiry: 1302

Operator's Initials: TT

Purpose Code Used: (check all that apply)

☒ E- Employment
☐ J- Civilian Criminal Justice Employment (State & Ill Info Received)
☐ W- Working with Children
☐ Z- Sworn Criminal Justice Employment (State & Ill Info Received)

The inquiry resulted in the following: (check all that apply)

☒ No Criminal Record Available
☐ Criminal Record (Attached/Released)
☒ No NCIC/GCIC Warrant
☐ Possible NCIC/GCIC Warrant (List Wanting Agency Below)

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

T. T. Ay
Print Agency Designee Name and Title

T. T. Ay
Agency Designee Signature

8/16/21
Date

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PRIMARY CHECKLIST FOR ATTACHMENTS

For All Alcohol License Types Note: all requested documents should be dated no more than 30 days prior to submitting application.

- ☐ Application Form
- ☐ Personal Statement Form for owner/licensee/agent/manager and corporate officers or major stakeholders of the business/organization with 20% or more of interest in business. (Must be a clear, current, front and back copy of identification document)
- ☐ Federal Clearance Letter for owner/licensee/agent/manager and corporate officers or major stakeholders of the business/organization with 20% or more of interest in business. (Must be a clear, current, front and back copy of identification document)
- ☐ For U.S. citizens: driver's license or state issued photo identification.
- ☐ For permanent U.S. residents: permanent U.S. resident card
- ☐ Citizenship Affidavit for Public Benefits
- ☐ E-Verify Affidavit
- ☐ Financial Affidavit Form
- ☐ Registered agent designee form with copy of registered agent's driver's license attached and complete the certificate of residency form.
- ☐ Copy of Georgia Secretary of State documents for LLCs & corporations (certificate & articles) or partnership agreement for partnerships
- ☐ Site plan (or proposed plan & specifications & building permit if not yet built)
- ☐ Certified Survey from registered land surveyor – or – professional engineer indicating distance requirements as outlined in City of South Fulton Title 16 Alcoholic Beverage Ordinance. The survey must include a certified scale drawing showing location and distance to closest school buildings, educational buildings, school grounds, colleges and/or any church buildings detailed floor plan, drawn to scale.
- ☐ Copy of occupational tax certificate from City of South Fulton
- ☐ Criminal History Record Information Consent/Inquiry Form for owner/licensee/agent/manager and corporate officers or major stakeholders of the business/organization with 20% or more of interest in business.
- ☐ Copy of Alcohol Awareness Certificate (Not Applicable to Wholesaler/Distributor applicants)
- ☐ If business sell food for consumption on premises, you must provide a copy of the Menu.

(Note: Fees will be assessed, and an invoice provided to applicant, please do not write checks or cashier checks until you receive an invoice with requisite fees.)

Additional Requirements

If the applicant is a franchise, provide everything from the Primary Checklist and:

Signed franchise agreement or contract.

If this is a change in ownership, provide everything from the Primary Checklist and:

Signed sale/purchase agreement.

If the location is a bona fide eating establishment, provide everything from the Primary Checklist and:

Copy of menu(s)

If the location is a bona fide private club, provide everything from the Primary Checklist and:

Proof of membership in the form of a list showing paid active members, copy of minutes from prior year's annual meetings, and listing of salaries for members, officers, agents or employees.

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

FOR POLICE LICENSE & PERMIT UNIT USE ONLY

RECEIVED

AUG 16 2021

1300hrs

Date Application Received

(This Section Must Be Date and Time Stamped) BY:

18

KAY LESTER

Print Investigator Name Receiving Application

[Signature]

Signature of Investigator



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336
Phone: (470) 809-7300

Keith Meadows
Chief of Police

August 17, 2021

ATTN: James Lipscomb
James.lipscomb@fultoncountygga.gov
Fulton County Board of Health
Office of the District Health Director
1920 John Wesley Avenue – Suite 212
College Park, GA 30337

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Health Inspection. Please complete the form below and return this form to the email address listed below.

This business is applying for the following alcohol license(s):

- [X] Consumption on Premises
 X Beer X Wine X Distilled Spirits
- [] Retail
 Beer Wine Distilled Spirits

Business Information:
Stanley's of Georgia, LLC
Dba Stanley's Cigar Lounge
3220 Butner Road, Suite 210, Atlanta GA 30331
Owner: Monica Coleman

APPROVED	
FULTON COUNTY DEPARTMENT OF HEALTH AND WELLNESS ENVIRONMENTAL HEALTH SERVICES DIVISION	
8/19/2021 DATE	 EHS STAFF

For Fulton County Board of Health Use Only

Date of Inspection: 8/19/2021

[X] Location above **MEETS ALL** Fulton County Health Department Requirements

[] Location does **NOT** meet Fulton County Health Department Requirements

If not, briefly explain reason: _____

Trance McCain
Print Name of Health Inspector

Health Inspector Signature

Return form via email to: Police License and Permits @ pdlicenses@cityofsouthfultonga.gov



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336
Phone: (470) 809-7300

Keith Meadows
Chief of Police

August 31, 2021

To: ABL File
South Fulton Police Department
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Background Investigation. Please complete the form below and place in file folder.

This business is applying for the following alcohol license(s):

[X] Consumption on Premises
 ☒ Beer ☒ Wine ☒ Distilled Spirits

[] Retail
 ☐ Beer ☐ Wine ☐ Distilled Spirits

Business Information:

Stanley's of Georgia, LLC
Dba Stanley's Cigar Lounge
3220 Butner Road Ste 210, Atlanta GA 30331
Owner: Monica Coleman



For Law Enforcement Use Only

Date Background Investigation Completed: 26 August 2021

[X] The Applicant listed above has met the requirements of the background investigation.
[] The Applicant listed above does **NOT** meet the requirements of the background investigation.

If not, briefly explain reason: _____

KAY LESTER
Print Name of Investigator

[Signature]
Investigator Signature

Place Form in Police ABL File



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336
Phone: (470) 809-7300

Keith Meadows
Chief of Police

August 17, 2021

Fulton County School Board
ATTN: Dondrell Haines
hainesd@fultonschools.org
Transportation Supervisor/Operations
Fulton County Schools System
55 Heath St. Fairburn, GA. 30213

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must verify compliance of distance from the nearest school and school bus stop. Please complete the form below and return this form to the email address listed below.

This business is applying for the following alcohol license(s):

- ☒ Consumption on Premises
 ☒ Beer ☒ Wine ☒ Distilled Spirits
- ☐ Retail
 _____ Beer _____ Wine _____ Distilled Spirits

Business Information:

Stanley's of Georgia, LLC
Dba Stanley's Cigar Lounge
3220 Butner Road, Suite 210, Atlanta GA 30331
Owner: Monica Coleman



For School Board Use Only

Date Completed: 08/26/2021

- ☒ Location above is 300 yards from nearest school ground
☐ Location above is 200 yards from the nearest school bus stop as designated by Fulton County Board of Education.
If not, briefly explain reason: _____

Dondrell Haines

Print Name of Person Verifying Distance

Dondrell Haines

Signature

Return form via email to: pdlicenses@cityofsouthfultonga.gov



South Fulton Police Department

5440 Fulton Industrial Blvd • Atlanta, Georgia • 30336 • 470-809-7300

Kelth Meadows
Chief of Police

August 17, 2021

City of South Fulton Code Enforcement Department
ATTN: Brian Morris
brian.morris@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Code Enforcement Inspection. Please complete the form below and return this form to the person listed below.

This business is applying for the following alcohol license(s):

☒ Consumption on Premises:
 ☒ Beer ☒ Wine ☒ Distilled Spirits

☐ Retail
 _____ Beer _____ Wine _____ Distilled Spirits

Business Information:
Stanley's of Georgia, LLC
Dba Stanley's Cigar Lounge
3220 Butler Road, Suite 210, Atlanta GA 30331
Owner: Monica Coleman
[REDACTED]

For Code Enforcement Use Only

Date of Inspection: 8/18/21

- ☒ Location above **MEETS ALL** City of South Fulton Code Enforcement Requirements
was doing minor repairs while present. No major issues.
☐ Location does **NOT** meet City of South Fulton Code Enforcement Requirements
If not, briefly explain reason: _____

Paul Muhammad
Print Name of Code Enforcement Inspector

[Signature]
Code Enforcement Inspector Signature

Brian Morris
Print Name of Department Head

Brian C. Morris
Department Head Signature

Return form via email to: Police License and Permits @ pdlicenses@cityofsouthfultonga.gov



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336 · 470-809-7300

Kelth Meadows
Chief of Police

August 17, 2021

City of South Fulton Planning & Zoning Section
ATTN: Dana Gray
Dana.gray@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Zoning Compliance Inspection. Please complete the form below and return this form to the email address listed below.

This business is applying for the following alcohol license(s):

- ☒ Consumption on Premises
 ☒ Beer ☒ Wine ☒ Distilled Spirits
- ☐ Retail
 ____ Beer ____ Wine ____ Distilled Spirits

Business Information:

Stanley's of Georgia, LLC
DBA Stanley's Cigar Lounge
3220 Butler Road, Suite 210, Atlanta GA 30331
Owner: Monica Coleman

For Planning & Zoning Use Only

Date of Compliance Inspection: 8/23/2021 Parcel ID Number: 14F007311.0818

Location is Zoned for: Mixed Use which includes Commercial

Current/Past Use of the Property: The property is used for commercial uses

☒ Location above MEETS ALL zoning and alcohol license zoning requirements of the City of South Fulton.

☐ Location above does NOT zoning and alcohol license zoning requirements of the City of South Fulton.
If not, briefly explain reason below:

Dana Gray

Print Name of Zoning Planner

Shayla Reed

Print Name of Department Head

Dana Gray
Zoning Planner Signature

Shayla Reed
Department Head Signature

Return form via email to: Police Licenses @ pollicenses@cityofsouthfultonga.gov

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMIE SADDLER JONES
CITY MANAGER



SHAYLA REED
DIRECTOR

Zoning Policy Brief & Impact Analysis

Stanley 's of Georgia, LLC
Oba Stanley 's Cigar Lounge
3220 Butner Road, Suite 210
Atlanta, GA 30331
Parcel ID: 14F0073LL0818
Existing Zoning: MIX (Mixed Use District)
Zoning Petition Number: 2002Z-0012

The applicant submitted an alcohol permit application to the City of South Fulton Police Department for a Cigar Lounge. The city defines a cigar lounge as an establishment a room in a usually public building or vehicle often combining lounging, smoking, and toilet facilities (CDRA will refer to Merriam-Webster Dictionary for uses not defined within our Zoning Ordinance).

Pursuant to Georgia State Law, Zoning Proposal Review Standards are outlined in § 36-67-3. These standards mandate: in any local government which has established a planning department or other similar agency charged with the duty of reviewing zoning proposals, such planning department or other agency shall with respect to each zoning proposal investigate and make a recommendation with respect to each of the matters enumerated in this Code section, as well as carrying out any other duties with which the planning department or agency is charged by the local government. The planning department or other agency shall make a written record of its investigation and recommendations, and this record shall be a public record. The matters with which the planning department or agency shall be required to make such investigation and recommendation shall be:

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

- a. The Zoning professional found the parcel number; 14F0073LL0818 located at 3220 Butner Road Ste 210 is compatible with the City's Zoning Ordinance as the existing zoning classification for the property is MIX (Mixed Use District).

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

- a. The Zoning professional approved the application due to the following facts:
 - i. The applicant provided a full surveyor report from a Certified Land Surveyor with GA license number, N/A, (please refer note below)
 - ii. The proposed location is **NOT** within 100 feet of any private residence, or 300 feet of a church building, or within 300 feet of a school, school grounds, college campus, or within 200 feet of any designated school bus stop for drop off or pick up of children as per survey provided, N/A, (please refer note below)
 - iii. The distance requirements in the application comply with Sec. 16-4001 of the City of South Fulton Municipal Code (Municode). - Distance from churches, schools, N/A, (please refer note below)

NOTE: According to the state law (O.C.G.A. § 3-3-21, attached) as well the city ordinance (Code of Ordinances TITLE 16 Alcoholic beverages page 21.h attached) the transition of ownership occurred within the 12 months.

- b. These facts compelled the zoning professional to note that this project poses no adverse effect to the existing use or usability of adjacent or nearby property.

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

- a. The Zoning application indicates that the project has reasonable economic use as indicated by the issuance of a City of South Fulton Business License #07-004958 that was issued to the business on 8/04/2021.

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

- a. The Zoning professional concluded that the use of a Cigar Lounge is consistent with allowable uses for the site and this activity would not cause an excessive burden on existing streets, transportation facilities, utilities, or schools.

(5) If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

- a. The Zoning Professional concluded that the project conforms with the existing conditions within the South Fulton Zoning Ordinance MIX (Mixed Use District) zoning district.
- b. Art. 206.05 MIX (Mixed Use District) District scope and intent. Regulations set forth in this section are the MIX District regulations. The MIX District is intended to encourage flexible, innovative and creative concepts in site planning and efficient use of land and to provide a stable multiple use environment compatible with surrounding uses. The MIX District is particularly encouraged in areas designated by the Comprehensive Plan Land Use Map as suitable for commercial (including retail, service commercial and office) uses and in Living-Working corridors.

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

- a. The Zoning professional found no conditions that would constitute disapproval of the proposal. As a result, the Zoning professional attested to the application for compliance and rendered a Zoning Approval pursuant to a zoning compliance inspection on August 23, 2021. The approval signature is affixed as part of the completed application.

Conclusion: The Department of Community Development and Regulatory Affairs can attest to the fact the application submitted by Stanley 's of Georgia, LLC located at 3220 Butner Road, Suite 210, Atlanta GA 30331; has met the City of South Fulton requirements outlined in the alcohol permit application.

O.C.G.A. § 3-3-21

(B) Any wine or malt beverages within 100 yards of any school building, school grounds, or college campus. This subparagraph shall not apply at any location for which a license has been issued prior to July 1, 1981, nor to the renewal of such license. Nor shall this subparagraph apply at any location for which a new license is applied for if the sale of wine and beer was lawful at such location at any time during the 12 months immediately preceding such application. Nothing in this subparagraph shall prohibit a grocery store licensed for the retail sale of only wine and malt beverages for consumption off the premises from selling wine or malt beverages within 100 yards of any school building, school grounds, or college campus, where so permitted by resolution or ordinance of the county or municipality. As used in this subparagraph, the term "grocery store" means a retail establishment which has a total retail floor space of at least 10,000 square feet of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, conducts all of its sales inside the building containing its retail floor space, and meets such other criteria as may be required by the local governing authority of the county or municipality; or

TITLE 16 ALCOHOLIC BEVERAGES, CHAPTER 1. IN GENERAL

- (h) If the distance requirements are met at the time a license is issued, the subsequent opening and operation of a church, school or treatment center within the prohibited distance shall not prevent the continuance of an existing license or the issuance of a new license to a subsequent business owner; provided, however, that as to any new license, the prior license must have been lawful and validly issued at the location at any time during the 12 months immediately preceding the application for the new license.



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336 · 470-808-7300

Keith Meadows
Chief of Police

August 17, 2021

City of South Fulton Fire Department
ATTN: Office of the Fire Marshal
Donna.dingler@cityofsouthfultonga.gov
City of South Fulton Fire Department
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. To proceed, the listed business must pass a Fire Inspection. Please complete the form below and return this form to the email listed below.

This business is applying for the following alcohol license(s):

- ☒ Consumption on Premises
 ☒ Beer ☒ Wine ☒ Distilled Spirits
- ☐ Retail
 ___ Beer ___ Wine ___ Distilled Spirits

Business Information:

Stanley's of Georgia, LLC
Dba Stanley's Cigar Lounge
3220 Butler Road, Suite 210, Atlanta GA 30331
Owner: Monica Coleman

For Fire Use Only

Date of Inspection: 8/23/21

☒ Location above MEETS ALL City of South Fulton Fire Ordinance and Fire Codes

☐ Location does NOT meet City of South Fulton Fire Ordinance and Fire Codes

If not, briefly explain reason: _____

Anche Eberhart
Print Name of Fire Inspector

Anche Eberhart
Fire Inspector Signature

Donna K. Dingler, Fire Marshal
Print Name of Department Head

Donna K. Dingler
Department Head Signature

Return form via email to: Police Licenses and Permits @ pdlicenses@cityofsouthfultonga.gov



SOUTH FULTON FIRE RESCUE DEPARTMENT INSPECTION REPORT

Permit#	Location#
Approved: Yes ☒	No ☐ Reinspection ☒
Date: 9/28/21	FIRE ZONE: 1

Business Name South Fulton Fire Rescue Department Phone No. 404.331.1111 Email info@southfultonfire.com
Address 3225 Peachtree Road Suite 100 City Atlanta, GA Zip 30331
Owner's Name South Fulton Fire Rescue Department Address 3225 Peachtree Road
Phone No. 404.331.1111 City/State/Zip Atlanta, GA 30331
Emergency Contact Name South Fulton Fire Rescue Department Phone No. 404.331.1111

INSPECTION TYPES: Annual Business, Day Care, Personal Care home, School, Assembly,
Construction 50%, 80% 100%, High hazard Storage Facility,
Hood systems, Alarm Acceptance, Sprinkler Acceptance, Other _____

PLAN REVIEW: Alarm, Sprinkler, Commercial hood, 510 Communications, Gates/Locks, Other _____

PERMITS: Burn pit, Bonfire, Tent, Fireworks, Food Trucks, Events, Other _____

Code Violations and Recommendations:

We would like to thank you for your cooperation during this inspection. The inspection was made based upon the current Codes which set forth minimum requirements for fire safety and are adopted by South Fulton and the State of Georgia. Please note that if no violations were noted during this inspection, it met the minimum Codes requirements.

If, however, violations were noted you are required to make the necessary corrections immediately. A re-inspection of corrections will be conducted after a thirty-day period to confirm compliance.

Inspecting Officer: John A. Smith Phone: 404.331.1111 non-emergency only

FOR FIRE OR OTHER EMERGENCY - CALL 911

Copy distribution: White-Community Risk Reduction; Blue-Inspector; Yellow-Business



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336 · 470-809-7300

Keith Meadows
Chief of Police

August 17, 2021

City of South Fulton Business License
ATTN: LaShayne Taylor
Lashayne.taylor@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

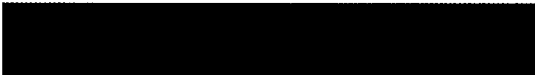
The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must possess a current City of South Fulton Business License. Please complete this form and return to the email listed at the bottom of the form below.

This business is applying for the following alcohol license(s):

- ☒ Consumption on Premises
 ☒ Beer ☒ Wine X Distilled Spirits
- ☐ Retail
 _____ Beer _____ Wine _____ Distilled Spirits

Business Information:

Stanley's of Georgia, LLC
Dba Stanley's Cigar Lounge
3220 Butner Road, Suite 210, Atlanta GA 30331
Owner: Monica Coleman



For Business License Use Only

- ☒ Location above **HAS** a current and valid occupational tax certificate and meets all of the business and occupational tax ordinance of the City of South Fulton. A copy of the occupational tax certificate is attached.
- ☐ Location above does **NOT** have an occupational tax certificate with the City of South Fulton.
If additional explanation is required, briefly explain below:

LaShayne Taylor
Print Name of Business Tax Specialist

Rachel Bembry
Print Name of Department Head

LaShayne Taylor
Business Tax Specialist Signature

Rachel Bembry
Department Head Signature

Return form via email to: Police License and Permits @ pdlicenses@cityofsouthfultonga.gov

CITY OF SOUTH FULTON - OCCUPATIONAL TAX CERTIFICATE

COSF Business License
5440 Fulton Industrial Blvd
Atlanta, GA 30331

License Id:	2021.08.0283	Issued Date:	8/4/2021
Effective Date:	01/01/2021	Expiration Date:	12/31/2021
License Type:	Tobacco Stores		



Business Name: Stanley's of Georgia, LLC
Business Location: 3220 Butner Road SW 210, South Fulton, GA 30331
Stanley's Cigar Lounge
Monica Stanley
[Redacted Address]

2021

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

COMMUNICATIONS

Call Time	Event ID	Rpt #	Street	Nature	Additi
03/13/2021 01	2021085615	2021003243	3220 BUTNER RD SW	29 FIGHT OR DOM DIST:	
09/14/2020 14	2020322759	2020012991	3220 BUTNER RD SW	MEDICAL CALL / (S) CAM	
05/01/2021 13	2021145699		3220 BUTNER RD SW	90R RESIDENTIAL (S) CAM	
05/19/2021 15	2021167740		3220 BUTNER RD SW	90R RESIDENTIAL (S) CAM	
07/29/2021 04	2021252999		3220 BUTNER RD SW	2 ALARM (RECEIV (S) CAM	
03/05/2021 02	2021075883		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
02/19/2021 23	2021060030		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
03/12/2021 19	2021085372	2021003666	3220 BUTNER RD SW	MEDICAL CALL / DIST:	
08/28/2020 21	2020301580		3220 BUTNER RD SW	90 SPECIAL DETA (S) CAM	
09/16/2020 06	2020324813		3220 BUTNER RD SW	39 INFORMATION CHECK	
05/27/2021 12	2021177327		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
12/01/2020 21	2020417703		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
09/05/2020 02	2020311017		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
02/16/2021 00	2021054900		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
11/03/2020 23	2020384935		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
09/15/2020 02	2020323362		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
02/06/2021 04	2021042851		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
06/01/2021 00	2021182180		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
11/20/2020 00	2020404377		3220 BUTNER RD SW	29 FIGHT OR DOM DIST:	
05/24/2021 09	2021173365		3220 BUTNER RD SW	3 ALARM RINGING (S) CAM	
03/24/2021 01	2021098444		3220 BUTNER RD SW	90 SPECIAL DETA (S) CAM	
08/18/2020 05	2020287139		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
07/19/2021 12	2021240792		3220 BUTNER RD SW	46 INVESTIGATE (S) CAM	
07/24/2021 23	2021247916		3220 BUTNER RD SW	(S) CAM	
10/23/2020 00	2020369447		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
11/04/2020 09	2020385272		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
05/11/2021 07	2021157842		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
09/21/2020 10	2020331015		3220 BUTNER RD SW	39 INFORMATION (S) CAM	
03/12/2021 22	2021085496		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
01/11/2021 22	2021011986		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
02/18/2021 02	2021057587		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	

Report Generated: 08/25/2021 09:46:36 | User ID: WICKER

\\VWP-RM\SCDAP01.CO\FULTON.GA.US\IOSS\CAD\CAD\PrintOption_LandscapeStandard

Call Time	Event ID	Rpt #	Street	Nature	Additi
10/01/2020	13 2020343765	2020013560	3220 BUTNER RD SW	45 INVESTIGATE	(S)CAM
02/03/2021	12 2021039303		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
05/22/2021	01 2021170749		3220 BUTNER RD SW	90 SPECIAL DETA	(S)CAM
08/28/2020	14 2020301220		3220 BUTNER RD SW	39 INFORMATION	(S)CAM
11/02/2020	17 2020383524		3220 BUTNER RD SW	33W WOODS FIRE	DIST:
11/02/2020	17 2020383523		3220 BUTNER RD SW	39 INFORMATION	(S)CAM
10/19/2020	04 2020364263		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
11/02/2020	17 2020383521		3220 BUTNER RD SW	33W WOODS FIRE	DIST:
02/13/2021	21 2021052830	2021001937	3220 BUTNER RD SW	29 FIGHT OR DOM	DIST:
10/24/2020	22 2020371620	2020014668	3220 BUTNER RD SW	39 INFORMATION	(S)CAM
09/26/2020	00 2020337220		3220 BUTNER RD SW	90R RESIDENTIAL	(S)CAM
10/27/2020	12 2020374544		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
12/11/2020	22 2020430132		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
08/28/2020	17 2020301337	2020011993	3220 BUTNER RD SW	39 INFORMATION	(S)CAM
06/29/2021	23 2021217095		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
07/13/2021	21 2021233977		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
01/03/2021	10 2021002358		3220 BUTNER RD SW	ASSAUL4B	(S)CAM
10/07/2020	20 2020350975		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
05/25/2021	10 2021174654		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
01/01/2021	00 2021000067		3220 BUTNER RD SW	DIST:	
03/10/2021	10 2021082257	2021003102	3220 BUTNER RD SW	56 LOST PERSON	(S)CAM
03/08/2021	17 2021080248	2021003027	3220 BUTNER RD SW	39 INFORMATION	(S)CAM
01/01/2021	15 2021000649		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
02/03/2021	03 2021038796		3220 BUTNER RD SW	90 SPECIAL DETA	(S)CAM
03/16/2021	03 2021088908		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
11/17/2020	01 2020400545		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
03/29/2021	11 2021104666	2021004008	3220 BUTNER RD SW	39 INFORMATION	(S)CAM
01/12/2021	15 2021012869		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
06/16/2021	23 2021201421		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
09/18/2020	20 2020328423		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
12/19/2020	22 2020439685		3220 BUTNER RD SW	45H INV LARCENY	DIST:
01/21/2021	08 2021023169		3220 BUTNER RD SW	39 INFORMATION	(S)CAM
09/17/2020	00 2020325893		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
05/03/2021	05 2021147457		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
04/23/2021	22 2021135933		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM

Call Time	Event ID	Rpt #	Street	Nature	Additi
12/06/2020 15	2020423193		3220 BUTNER RD SW	37 ILLEGAL PARK (S) CAM	
03/11/2021 04	2021083270		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
03/24/2021 21	2021099536		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
05/10/2021 09	2021156660		3220 BUTNER RD SW	90R RESIDENTIAL (S) CAM	
05/23/2021 02	2021171959		3220 BUTNER RD SW	22 VANDALISM OR DIST:	
08/21/2020 02	2020291552		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
07/08/2021 15	2021227798		3220 BUTNER RD SW	(S) CAM	
12/11/2020 23	2020430177		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
04/20/2021 16	2021131705		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
04/29/2021 09	2021142835		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
12/05/2020 09	2020421905		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
12/02/2020 11	2020418316		3220 BUTNER RD SW	39 INFORMATION (S) CAM	
08/02/2021 17	2021258829		3220 BUTNER RD SW	41 AUTOMOBILE A DIST:	
01/12/2021 16	2021012948	2021000499	3220 BUTNER RD SW	39 INFORMATION (S) CAM	
01/13/2021 09	2021013722		3220 BUTNER RD SW	81 STREET/SIDEW (S) CAM	
04/06/2021 02	2021113853		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
04/17/2021 19	2021128227		3220 BUTNER RD SW	UNKN032D (S) CAM	
06/28/2021 15	2021215265	2021008799	3220 BUTNER RD SW	39 INFORMATION (S) CAM	
04/17/2021 19	2021128222	2021005618	3220 BUTNER RD SW	MEDICAL CALL / (S) CAM	
10/21/2020 20	2020368028		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
07/11/2021 02	2021230651		3220 BUTNER RD SW	29 FIGHT OR DOM DIST:	
09/25/2020 20	2020337016		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
12/12/2020 14	2020430857		3220 BUTNER RD SW	(S) CAM	
12/12/2020 14	2020430838	2020017004	3220 BUTNER RD SW	29 FIGHT OR DOM DIST:	
10/31/2020 00	2020380340		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
01/16/2021 23	2021018467		3220 BUTNER RD SW	90 SPECIAL DETA (S) CAM	
08/21/2020 21	2020292718		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
03/31/2021 22	2021107893	2021004125	3220 BUTNER RD SW	45 INVESTIGATE DIST:	
01/24/2021 23	2021027380		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
03/31/2021 23	2021107903		3220 BUTNER RD SW	DIST:	
09/13/2020 23	2020321918		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
04/17/2021 19	2021128219	2021007564	3220 BUTNER RD SW	UNKN032D (S) CAM	
02/12/2021 15	2021051492		3220 BUTNER RD SW	39 INFORMATION (S) CAM	
12/02/2020 17	2020418794		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
10/02/2020 22	2020345590		3220 BUTNER RD SW	57 LOUD PARTY/N (S) CAM	

Call Time	Event ID	Rpt #	Street	Nature	Additi
10/22/2020 01	2020368215		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
10/03/2020 02	2020345759		3220 BUTNER RD SW	33GASI GAS LEAK	(S)CAM
01/05/2021 15	2021005110		3220 BUTNER RD SW		(S)CAM
02/04/2021 00	2021040030		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
10/03/2020 02	2020345757	2020013942	3220 BUTNER RD SW	33GASI GAS LEAK	(S)CAM
11/30/2020 23	2020416497		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
08/15/2020 22	2020284508		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
10/03/2020 22	2020346548		3220 BUTNER RD SW	90 SPECIAL DETA	(S)CAM
09/14/2020 03	2020322030		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
01/14/2021 00	2021014730		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
02/11/2021 01	2021049443		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
05/06/2021 07	2021151736		3220 BUTNER RD SW	90R RESIDENTIAL	(S)CAM
02/28/2021 02	2021069900	2021002619	3220 BUTNER RD SW	25 DISCHARGING	
01/03/2021 20	2021002836		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
04/19/2021 17	2021130312	2021007682	3220 BUTNER RD SW	BREAT6C	(S)CAM
03/13/2021 01	2021085618		3220 BUTNER RD SW		DIST:
12/15/2020 23	2020434933		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
02/11/2021 02	2021049483		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
06/17/2021 18	2021202434	2021008156	3220 BUTNER RD SW	22 VANDALISM OR	(S)CAM
07/27/2021 14	2021251073	2021010411	3220 BUTNER RD SW	39 INFORMATION	
06/10/2021 09	2021193169		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
05/07/2021 22	2021154038		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
11/26/2020 04	2020411630		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
10/26/2020 11	2020373156	2020014734	3220 BUTNER RD SW	45 INVESTIGATE	DIST:
11/07/2020 01	2020388850		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
11/12/2020 00	2020394440		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
09/15/2020 11	2020323904		3220 BUTNER RD SW	39 INFORMATION	(S)CAM
09/14/2020 14	2020322761		3220 BUTNER RD SW	UNCO31DE	(S)CAM
02/16/2021 23	2021056145		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
05/06/2021 15	2021152317		3220 BUTNER RD SW	39 INFORMATION	(S)CAM
02/23/2021 04	2021063546		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
07/30/2021 16	2021255222	2021010581	3220 BUTNER RD SW	41 AUTOMOBILE A	(S)CAM
01/10/2021 02	2021010250		3220 BUTNER RD SW	29 FIGHT OR DOM	DIST:
01/01/2021 00	2021000072		3220 BUTNER RD SW		DIST:
10/13/2020 22	2020358085		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM

Call Time	Event ID	Rpt #	Street	Nature	Addit
03/14/2021 03	2021086690		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
10/09/2020 21	2020353603		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
03/12/2021 19	2021085370	2021004961	3220 BUTNER RD SW	STROK28C DIST:	
04/28/2021 23	2021142473		3220 BUTNER RD SW	90 SPECIAL DELTA (S) CAM	
09/12/2020 23	2020321008		3220 BUTNER RD SW	29 FIGHT OR DOM DIST:	
01/20/2021 12	2021022236		3220 BUTNER RD SW	39 INFORMATION (S) CAM	
02/03/2021 06	2021038851	2021003851	3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
03/26/2021 09	2021101130		3220 BUTNER RD SW	39 INFORMATION (S) CAM	
10/09/2020 17	2020353348		3220 BUTNER RD SW	39 INFORMATION CHECK	
05/25/2021 18	2021175224		3220 BUTNER RD SW	39 INFORMATION (S) CAM	
04/14/2021 16	2021124510		3220 BUTNER RD SW	39 INFORMATION (S) CAM	
06/28/2021 15	2021215279		3220 BUTNER RD SW	37 ILLEGAL PARK (S) CAM	
02/07/2021 22	2021044805		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
11/04/2020 03	2020385031		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
10/24/2020 21	2020371563		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
01/05/2021 22	2021005471		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
05/06/2021 04	2021151657		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
02/13/2021 17	2021052609		3220 BUTNER RD SW	DIST:	
07/24/2021 23	2021247912		3220 BUTNER RD SW	39 INFORMATION (S) CAM	
08/06/2021 17	2021264557		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
11/08/2020 23	2020390758		3220 BUTNER RD SW	54 SUSPICIOUS P DIST:	
06/23/2021 15	2021209395		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
04/09/2021 22	2021118997		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
01/01/2021 21	2021000937		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
02/27/2021 23	2021069700		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
11/26/2020 19	2020412191		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
06/10/2021 12	2021193448	2021007693	3220 BUTNER RD SW	39 INFORMATION (S) CAM	
03/04/2021 00	2021074387		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
06/16/2021 16	2021201084		3220 BUTNER RD SW	52 RECOVERED ST (S) CAM	
08/22/2020 05	2020292968		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
02/21/2021 00	2021061163		3220 BUTNER RD SW	87 TRAFFIC STOP (S) CAM	
10/09/2020 17	2020353353		3220 BUTNER RD SW	39 INFORMATION CHECK	
12/15/2020 09	2020434035		3220 BUTNER RD SW	90B BUSINESS CH (S) CAM	
07/08/2021 15	2021227819		3220 BUTNER RD SW	(S) CAM	
08/29/2020 01	2020301717		3220 BUTNER RD SW	29 FIGHT OR DOM DIST:	

Call Time	Event ID	Rpt #	Street	Nature	Additi
04/18/2021 22	2021129399		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
05/22/2021 04	2021170838		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
06/23/2021 11	2021209098		3220 BUTNER RD SW	39 INFORMATION	(S)CAM
07/16/2021 11	2021237174		3220 BUTNER RD SW	39 INFORMATION	(S)CAM
03/03/2021 20	2021074229		3220 BUTNER RD SW	90 SPECIAL DETA	(S)CAM
03/18/2021 01	2021091454		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
03/25/2021 14	2021100270	2021003803	3220 BUTNER RD SW	39 INFORMATION	
03/04/2021 23	2021075760		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
04/22/2021 15	2021134334	2021005138	3220 BUTNER RD SW	39 INFORMATION	(S)CAM
09/29/2020 04	2020340622		3220 BUTNER RD SW	90B BUSINESS CH	(S)CAM
04/19/2021 17	2021130311		3220 BUTNER RD SW	39 INFORMATION	(S)CAM
04/19/2021 17	2021130314	2021005713	3220 BUTNER RD SW	BREAT6C	(S)CAM

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

PAY ONLINE AT:
[HTTPS://WWW.CITYOFSOUTHFULTONGA.GOV](https://www.cityofsouthfultonga.gov)
SCROLL DOWN TO CLICK "PAY ONLINE" ICON

INVOICE #

21005250

CUSTOMER ID: [REDACTED]

INVOICE DATE: 08/12/21

DUE DATE:

**MAKE CHECKS PAYABLE TO:
CITY OF SOUTH FULTON**

STANLEY'S CIGAR LOUNGE
3220 BUTNER ROAD SW
SUITE 210
ATLANTA, GA 30331

Alcohol License Appl. Fees

1.0000/1	ABLAPPL	Alcohol Lic - Application fee	300.000000	300.00
1.0000/1	ABLADV	Alcohol License Appl. Fees	505.000000	505.00
1.0000/1	ABLADV	Alcohol Lic Advertising Fee	75.000000	75.00
1.0000/1	ABLFIREI	Alcohol License Appl. Fees	650.000000	650.00
1.0000/1	ABL-FIREI	Alcohol Fire Inspection Fee	650.000000	650.00
1.0000/1	ABL-BEER	Alcohol Lic Retail Bar Beer	3,200.000000	3,200.00
1.0000/1	ABL-WINE	Alcohol License Appl. Fees		
1.0000/1	ABL-WINE	Alcohol Lic - Retail bar Wine		
1.0000/1	ABLLIQUO	Alcohol License Appl. Fees		
1.0000/1	ABLLIQUO	Alcohol Lic -Retail Bar Liquor		
1.0000/1	ABLLIQUO	Alcohol License Appl. Fees		

TOTAL DUE: \$ 5,380.00

Prn Payment: 08/16/21 CR

-5,380.00

BALANCE: \$ 0.00

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

STANLEY'S CIGAR LOUNGE
3220 BUTNER ROAD SW
SUITE 210
ATLANTA, GA 30331

INVOICE #: 21005250

DESCRIPTION: Alcohol License Appl. Fees

CUSTOMER ID: [REDACTED]

DUE DATE:

TOTAL DUE: \$ 0.00





**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

2211 United States Courthouse
75 Ted Turner Drive, SW
Atlanta, GA 30303

Kevin P. Weimer
Clerk of Court

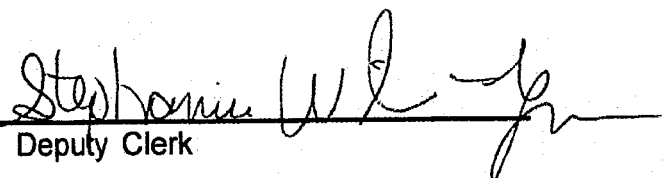
404-215-1600

Name: MONICA GAIL COLEMAN

I, Kevin P. Weimer, Clerk, United States District Court for the Northern District of Georgia, do hereby certify that I have examined the record of said court for the Atlanta Division of said district and the records do not reveal the filing of a criminal indictment or information charging an offense against the United States of America by **MONICA GAIL COLEMAN** within ten (10) years immediately preceding the date of this certificate.

In testimony whereof, I have hereunto set my hand and have affixed the seal of said Court, at Atlanta, Georgia, this 4th day of August, 2021.

KEVIN P. WEIMER
DISTRICT COURT EXECUTIVE
CLERK OF COURT

By: 
Deputy Clerk

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

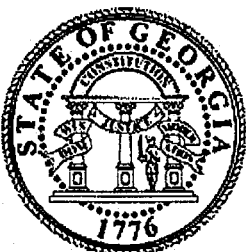
CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Stanleys of Georgia, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **06/29/2021** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **06/30/2021**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 6/29/2021 1:31:06 PM

[REDACTED]
CONTROL NUMBER 21177579
BUSINESS NAME Stanleys of Georgia, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 06/29/2021

[REDACTED]
ADDRESS [REDACTED]

[REDACTED]

NAME	ADDRESS	COUNTY
Monica Coleman	[REDACTED]	Douglas

[REDACTED]

NAME	TITLE	ADDRESS
Monica Coleman	ORGANIZER	[REDACTED]

[REDACTED]
N/A

[REDACTED]
AUTHORIZER SIGNATURE Monica Coleman
AUTHORIZER TITLE Organizer



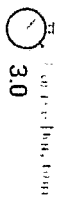
CERTIFICATE OF COMPLETION

This certifies that

Monica Coleman

has successfully completed the course

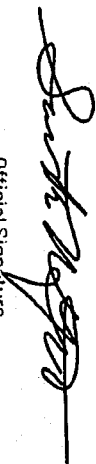
Learn2Serve On-Premises Alcohol Seller-Server



07/05/2021



Certificate #
000019105032


Official Signature

the address provided and to the named licensee at the licensed premises. Delivery shall be deemed to take place on the third day following deposit in the United States mail.

(Ord. No. 2019-038, § 1, 9-24-2019)

Sec. 16-3002. - Hearings.

- (a) The city council shall hear applications for licenses, as well as all matters relating to such licenses unless otherwise addressed in another section of this ordinance. All applications, whether for an original license, renewal license, or otherwise, must be complete in all requirements of law to be scheduled and heard by the city council.
- (b) The city council shall have the authority to defer a decision and continue hearings to the next regularly scheduled council meeting, when necessary.
- (c) Applicants and licensees shall be given written notice of the date, time, place, and purpose when the matter at issue will be heard. The applicant/licensee shall be afforded the opportunity to be heard and present evidence. Ten days' notice shall be deemed reasonable, but a shorter or longer period of notice shall be authorized as the chief of police or designee deems the circumstances to justify; provided, however, that the initial hearing is scheduled to take place not later than 45 days from the date the matter comes before the city manager for scheduling. Service of notice shall be in accordance with section 16-2031(3).
- (d) Upon close of the public hearing, the city council shall reach a decision on the matter before it. The decision of the city council shall be spread upon and entered in the city council minutes and shall be final unless the applicant/licensee applies to the Superior Court of Fulton County by filing a petition for writ of certiorari within 30 days of the decision rendered by the city council.

(Ord. No. 2019-038, § 1, 9-24-2019)

CHAPTER 4. - LOCATION OF SALES **SURVEY NOT NEEDED TO DUE EXCEPTION N SEC. 16-4001(f)**
AND (h) See highlighted areas.

Sec. 16-4001. - Distance from churches, schools, etc.

- (a) No person may sell or offer to sell:
 - (1) Any distilled spirits in or within 100 yards of any church building or government owned and operated alcoholic treatment center or within 200 yards of any school building, educational building, school grounds, college campus, or within 200 yards a regular stop as designated by the board of education where a school bus for transportation of school children in the public schools of the city or discharge of school children.
 - (2) Any wine or malt beverages within 100 yards of any school building, school grounds, or college campus; or
 - (3) Any distilled spirits, wine, or malt beverages within 100 yards of an alcoholic treatment center; or
 - (4) Any distilled spirits, wine, or malt beverages within 200 feet of a branch of any public library.
- (b) No package distilled spirits license shall be issued for any place of business which is located within 500 yards of another licensed package distilled spirits business.
- (c) No package license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling in a zoning district that permits single and/or two-family dwellings; provided, however, this prohibition shall not apply with respect to a private dwelling located in a zoning district in which alcoholic beverage outlets are authorized or which dwelling is on the same street as the premises for which a package license is applied.

- (d) No consumption on the premises license may be located within 1,000 feet of a licensed sexually oriented business.
- (e) Unless otherwise provided by law, all measurements to determine the distances referred to in this section shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:
 - (1) In a straight line from the front door of the structure from which beverage alcohol is sold or offered for sale;
 - (2) To the front door of the building of a church, government-owned treatment center or a retail package store; or
 - (3) To the nearest property line of the real property being used for school or educational purposes.

No license shall be revoked and no application for a license or renewal shall be denied by reason of the method of measurement set out in this subsection, if such license or license application or renewal application is for premises for which a license was granted prior to the enactment of this chapter in reliance on another method of measurement.

- (f) No application for a license shall be approved which does not include, or have attached thereto, a current certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions, or a certificate from a registered surveyor which states that the subject alcoholic beverage outlet meets all of the location and distance requirements of this title, and shows such location's compliance or noncompliance with linear foot measurements where appropriate or required. This provision shall not apply where not required subject to subsection (h).
- (g) When a license application is for premises not yet constructed or not yet completed, a temporary license may be issued if the application includes the plans for the premises and a surveyor's certificate, as required under subsection, clearly showing that the premises will, when completed, meet the requirements.
- (h) If the distance requirements are met at the time a license is issued, the subsequent opening and operation of a church, school or treatment center within the prohibited distance shall not prevent the continuance of an existing license or the issuance of a new license to a subsequent business owner; provided, however, that as to any new license, the prior license must have been lawful and validly issued at the location at any time during the 12 months immediately preceding the application for the new license.
- (i) As used in this section, the term "school building" or "educational building" shall apply only to state, county, city or church school buildings and to such buildings at any other schools in which are taught subjects commonly taught in the schools and colleges of this state and which are public schools and private schools as defined in O.C.G.A. § 20-2-690(b). The term "school building" includes only those structures in which instruction is offered. The term "church building" as used in this section shall mean the main structure used by any religious organization for purposes of worship.

(Ord. No. 2019-038, § 1, 9-24-2019)

Sec. 16-4002. - Sales and consumption on public property.

- (a) Except as provided in subsections (b) and (c) below, it shall be unlawful for any person to sell, serve, or otherwise dispense any alcoholic beverage in a street, alley, or parking lot commonly used by the public or in any other public place or on public property.
- (b) Private parties and organizations may apply for an alcohol special event permit from the police department to serve, sell, or otherwise dispense alcoholic beverages on property owned or leased by the city, subject to the city having otherwise expressly allowed, by ordinance or resolution or pursuant

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: PUBLIC HEARING - 2040 Comprehensive Plan

DATE: September 28, 2021

SUBJECT: PUBLIC HEARING - 2040 Comprehensive Plan

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: PUBLIC HEARING - Resolution Approving the Exercise of Eminent Domain for the Butner Road and Camp Creek Parkway Project B500, Parcel 3 (Parcel ID 14-F0073-LL-029-7)

DATE: September 28, 2021

SUBJECT: PUBLIC HEARING - Resolution Approving the Exercise of Eminent Domain for the Butner Road and Camp Creek Parkway Project B500, Parcel 3 (Parcel ID 14-F0073-LL-029-7)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Butner Parcel 3 Resolution	Cover Memo	9/24/2021
Resolution for eminent domain for Butner Road at Camp Creek FIS	Cover Memo	9/24/2021

A RESOLUTION TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE REAL PROPERTY INTERESTS NECESSARY TO COMPLETE THE BUTNER ROAD AT CAMP CREEK PARKWAY PROJECT B500, PARCEL 3; TO AUTHORIZE THE CITY OF SOUTH FULTON, GEORGIA TO CONDEMN SAID PROPERTY INTERESTS, WHERE NECESSARY; AND FOR OTHER PURPOSES.

(Sponsored by)

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

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

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

WHEREAS, the Mayor and Council of the City of South Fulton, Georgia have determined that it is in the public interest and benefit to perform bridge replacement and intersection improvements at Butner Road and Camp Creek Parkway within the City of South Fulton city limits and have adopted and accepted a plan for the transportation project; and

WHEREAS, in order to perform the bridge replacement and intersection improvements for the public use and for the public benefit, it is necessary to obtain certain interests in real property from parcels adjacent to Butner Road; and

WHEREAS, an appraiser familiar with real estate values in Fulton County, Georgia, was employed to appraise the tract of land located at 3207 Butner Road, South Fulton, Georgia 30331, bearing Parcel ID 14-F0073-LL-029-7 (the "Property") and has determined that just and adequate compensation for the property interests necessary to transportation project, which are more specifically described in Exhibit "A", and for any consequential damages or benefits considered, is One Thousand Six Hundred Dollars (\$1,600.00); and

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

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

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

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

Section 1. That the City of South Fulton declares its intent to acquire the property interests described in Exhibit “A”, attached hereto, from the tract of land located at 3207 Butner Road, South Fulton, Georgia 30331, bearing Parcel ID 14-F0073-LL-029-7.

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

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

Section 4. That the City has determined that One Thousand Six Hundred Dollars and Zero Cents (\$1,600.00) is the just and adequate compensation to be remitted for the property interests sought and that amount is specifically authorized by this resolution.

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

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

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

[signatures and voting tabulations appear on the following page]

EXHIBIT "A"

P.I. No.: B500
PARCEL NO: 3
COUNTY: Fulton
DATE OF RW PLANS: April 9, 2018
REVISION DATE: Sheet No. 60-002, August 17, 2018
Sheet No. 60-004, June 6, 2018

REQUIRED RIGHT OF WAY

Beginning at a point 26.90 feet left of and opposite station 2+82.73 on said construction centerline laid out for Butner Road; thence N 55°19'04" W a distance of 9.61 feet to a point 36.50 feet left of and opposite station 2+82.29 on said construction centerline laid out for Butner Road; thence N 37°19'34" E a distance of 99.80 feet to a point 34.75 feet left of and opposite station 3+83.05 on said construction centerline laid out for Butner Road; thence S 55°19'04" E a distance of 12.65 feet to a point 22.10 feet left of and opposite station 3+83.29 on said construction centerline laid out for Butner Road; thence S 39°03'52" W a distance of 99.98 feet back to the point of beginning.

Containing 0.026 acres more or less.

TEMPORARY EASEMENT FOR CONSTRUCTION OF SLOPES

Beginning at a point 36.50 feet left of and opposite station 2+82.29 on said construction centerline laid out for Butner Road; thence N 00°58'29" W a distance of 57.15 feet to a point 71.64 feet left of and opposite station 3+29.09 on said construction centerline laid out for Butner Road; thence N 71°29'32" E a distance of 23.38 feet to a point 57.99 feet left of and opposite station 3+48.07 on said construction centerline laid out for Butner Road; thence N 04°09'31" E a distance of 26.19 feet to a point 71.71 feet left of and opposite station 3+70.37 on said construction centerline laid out for Butner Road; thence N 37°41'43" E a distance of 11.99 feet to a point 71.31 feet left of and opposite station 3+82.35 on said construction centerline laid out for Butner Road; thence S 55°19'04" E a distance of 36.57 feet to a point 34.75 feet left of and opposite station 3+83.05 on said construction centerline laid out for Butner Road; thence S 37°19'34" W a distance of 99.80 feet back to the point of beginning.

Containing 0.057 acres more or less.

TEMPORARY DRIVEWAY EASEMENT

Beginning at a point 71.64 feet left of and opposite station 3+29.09 on said construction centerline laid out for Butner Road; thence N 08°17'19" E a distance of 33.33 feet to a point 87.02 feet left of and opposite station 3+58.66 on said construction centerline laid out for Butner road; thence N 88°21'31" E a distance of 19.27 feet to a point 71.71 feet left of and opposite station 3+70.37 on said construction centerline laid out for Butner Road; thence S 04°09'31" W a distance of 26.19 feet to a point 57.99 feet left of and opposite station 3+48.07 on said construction centerline laid out for Butner Road; thence S 71°29'32" W a distance of 23.38 feet back to the point of beginning.

Containing 0.014 acres more or less.

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



DONALD TOMS
ASSISTANT CITY MANAGER

MEMORANDUM

TO: Corey Adams. City Clerk

FROM: Donald Toms, Assistant City Manager *DT*

DATE: August 23, 2021

SUBJECT: Resolution for eminent domain for Butner Road at Camp Creek

CONCLUSION

Funds have been established in the amounts provided through the Resolution of \$1,600 to cover the acquisition of property based on an appraisal. Additional and routine expenses as it relates to this Resolution will be covered under departmental budgets.

BACKGROUND

The city desires to establish a Resolution to use eminent domain to acquire necessary property to complete transportation projects that will benefit the area.

FINANCIAL IMPACT

The proposed Resolution as written will have unknown financial impact on the City's budget, as it relates to expenses associated with the cost of litigation and/or claims, and pending outcomes associated with disputed values.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: PUBLIC HEARING - Resolution Approving the Exercise of Eminent Domain for the Enon Road Sidewalk Project T-268, Parcel 10 (Parcel ID 14F0122 LL0173)

DATE: September 28, 2021

SUBJECT: PUBLIC HEARING - Resolution Approving the Exercise of Eminent Domain for the Enon Road Sidewalk Project T-268, Parcel 10 (Parcel ID 14F0122 LL0173)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Enon Parcel 10 Resolution	Cover Memo	9/24/2021

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2021-_____

A RESOLUTION TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE REAL PROPERTY INTERESTS NECESSARY TO COMPLETE THE ENON ROAD SIDEWALK PROJECT T-268, PARCEL 10; TO AUTHORIZE THE CITY OF SOUTH FULTON, GEORGIA TO CONDEMN SAID PROPERTY INTERESTS, WHERE NECESSARY; AND FOR OTHER PURPOSES.

(Sponsored by)

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

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

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

WHEREAS, the Mayor and Council of the City of South Fulton, Georgia have determined that it is in the public interest and benefit to construct sidewalks along Enon Road within the City of South Fulton city limits and have adopted and accepted a plan for the creation of such sidewalks; and

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

WHEREAS, an appraiser familiar with real estate values in Fulton County, Georgia, was employed to appraise the tract of land located at 3265 Enon Road, South Fulton, Georgia 30349, bearing Parcel ID 14F0122 LL0173 (the "Property") and has determined that just and adequate compensation for the property interests necessary to construct the sidewalk improvements, which are more specifically described in Exhibit "A", and for any consequential damages or benefits considered, is Five Hundred Dollars (\$500.00); and

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

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

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

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

Section 1. That the City of South Fulton declares its intent to acquire the property interests described in Exhibit “A”, attached hereto, from the tract of land located at 3265 Enon Road, South Fulton, Georgia 30349, bearing Parcel ID 14F0122 LL0173.

Section 2. That the City Council finds that this resolution authorizing the use of eminent domain to acquire certain tracts and/or parcels of land necessary to facilitate the constructing of sidewalks along Enon Road is necessary for the public purpose of enhancing pedestrian safety along the Enon Road corridor.

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

Section 4. That the City has determined that Five Hundred Dollars and Zero Cents (\$500.00) is the just and adequate compensation to be remitted for the property interests sought and that amount is specifically authorized by this resolution.

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

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

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

[signatures and voting tabulations appear on the following page]

EXHIBIT "A"

P.I. No.: T-268
PARCEL NO: 10
COUNTY: FULTON
DATE OF R/W PLANS: March 7, 2016
REVISION DATE: December 1, 2016

REQUIRED RIGHT OF WAY

All that tract or parcel of land lying and being in Land Lot 122 of the 14F Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 30.00 feet left of and opposite Station 50+71.34 on the construction centerline of Enon Road on Georgia Highway Project No. T-268; running thence N49° 26' 15.31"W, a distance of 11.19 feet to a point 41.00 feet left and opposite station 50+69.28 on said construction centerline of Enon Road; thence N51°9'17"E. a distance of 15.41 feet to a point 42.00 feet left of and opposite Station 50+84.69 on the construction centerline of Enon Road; thence S37°54'28.06"E, a distance of 11.00 feet to a point 30.00 feet left of and opposite Station 50+84.51 on the construction centerline of Enon Road; thence S51°9'17"W, a distance of 13.17 feet back to the point of beginning.

Containing 0.004 acres more or less

TRACT 1

TEMPORARY EASEMENT FOR CONSTRUCTION OF SLOPES

All that tract or parcel of land lying and being in Land Lot 122 of the 14F Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 30.00 feet left of and opposite Station 50+84.51 on the construction centerline of Enon Road on Georgia Highway Project No. T-268; running thence N37°54'28.06"W, a distance of 11.00 feet to a point 41.00 feet left and opposite station 50+84.69 on said construction centerline of Enon Road; thence N51°50'13.29"E. a distance of 83.98 feet to a point 40.00 feet left of and opposite Station 51+68.66 on the construction centerline of Enon Road; thence S38°50'43"E, a distance of 10.00 feet to a point 30.00 feet left of and opposite Station 51+68.66 on the construction centerline of Enon Road; thence S51°9'17"W, a distance of 84.15 feet back to the point of beginning.

Containing 0.020 acres more or less

TRACT 2

TEMPORARY EASEMENT FOR CONSTRUCTION OF SLOPES

All that tract or parcel of land lying and being in Land Lot 122 of the 14F Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 30.00 feet left of and opposite Station 51+90.65 on the construction centerline of Enon Road on Georgia Highway Project No. T-268; running thence N38°50'43"W, a distance of 10.00 feet to a point 40.00 feet left and opposite station 51+90.65 on said construction centerline of Enon Road; thence N52°4'39.74"E, a distance of 34.77 feet to a point 39.44 feet left of and opposite Station 52+25.41 on the construction centerline of Enon Road; thence S49°26'15.31"E, a distance of 9.600 feet to a point 30.00 feet left of and opposite Station 52+27.18 on the construction centerline of Enon Road; thence S51°9'17"W, a distance of 36.53 feet back to the point of beginning.

Containing 0.008 acres more or less

TEMPORARY EASEMENT FOR DRIVEWAY

All that tract or parcel of land lying and being in Land Lot 122 of the 14F Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 30.00 feet left of and opposite Station 51+68.66 on the construction centerline of Enon Road on Georgia Highway Project No. T-268; running thence N38°50'43"W, a distance of 10.00 feet to a point 40.00 feet left and opposite station 51+68.66 on said construction centerline of Enon Road; thence N51°9'17"E, a distance of 21.99 feet to a point 40.00 feet left of and opposite Station 51+90.65 on the construction centerline of Enon Road; thence S38°50'43"E, a distance of 10.00 feet to a point 30.00 feet left of and opposite Station 51+90.65 on the construction centerline of Enon Road; thence S51°9'17"W, a distance of 21.99 feet back to the point of beginning.

Containing 0.005 acres more or less