CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - REGULAR COUNCIL MEETING
Tuesday, August 24, 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 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

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. Public Hearing(s)

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

IX. Rezonings, 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)
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)
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)
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)
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)
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)
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)**
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)**

X. Consent Agenda Items

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)**
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)
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)
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)
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)
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)
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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)**

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)**

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

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

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

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

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

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

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 July 27, 2021
DATE:	August 24, 2021
SUBJECT:	Request Council Approval of City Council Regular Meeting Minutes from July 27, 2021
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_RM_2021_7_27_Meeting_DRAFT	Cover Memo	8/23/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - REGULAR COUNCIL MEETING
Tuesday, July 27, 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	Present	
Corey A. Reeves	District 5 Councilmember	Present	4:15 PM
khalid kamau	District 6 Councilmember	Present	
Mark Baker	District 7 Councilmember	Present	

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

II. Invocation

Minutes:
The invocation was rendered by Pastor Warren Henry, Chaplain.

III. Pledge of Allegiance

Minutes:

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The pledge of allegiance was recited in unison.

IV. Adoption of Council Agenda

Motion (Amend): Councilmember Willis
Second: Councilmember Rowell
[Motion Approved]

Yea:	4 Baker, Gumbs, Rowell, Willis
Nay:	2 Gilyard, khalid
Abstain:	0
Not Voting:	1 Reeves

Minutes:
A motion was made to remove Items 27 - 29 from the Council Consent Agenda to allow the City Manager to review the Youth Association Agreements and bring them back at a later time. Additionally, the City Clerk requested that the Council add the June 8, 2021 Special Called Meeting minutes to the agenda.

The motion was approved 4-2. Councilmembers Gilyard and khalid voted in opposition. Councilmember Reeves was absent.

Motion (Amend): Councilmember khalid
Second: Councilmember Gilyard
[Motion Failed]

Yea:	3 Baker, Gilyard, khalid
Nay:	4 Edwards, Gumbs, Rowell, Willis
Abstain:	0
Not Voting:	1 Reeves

Minutes:
A motion was made to remove Item 43 from the Council Consent Agenda.

The motion failed for lack of four affirmative votes. Councilmembers Willis, Gumbs, Rowell and Mayor Edwards voted in opposition. Councilmember Reeves was absent.

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

Yea:	4 Baker, Gumbs, Rowell, Willis
Nay:	2 Gilyard, khalid
Abstain:	0
Not Voting:	1 Reeves

Minutes:
A motion was made to approve the Council Meeting agenda as amended.

The motion was approved 4-2. Councilmembers Gilyard and khalid voted in opposition.

V. Emergency Ordinance

1. 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 Rowell
Second: Councilmember Willis
[Motion Approved]

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

Minutes:
A motion was made to 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 and for Other Purposes

The motion was approved unanimously.

Motion (Approve as Amended): Councilmember Willis
Second:
[Motion Failed for Lack of Second]

Yea:	0
Nay:	0
Abstain:	0
Not Voting:	1 Reeves

Minutes:
A substitute motion was made to amend the 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; to mandate that the Mayor, City Council and Staff turn their cameras on during virtual meetings.

The motion failed for lack of a second.

VI. Approval of City Council Meeting Minutes

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

Yea:	6 Baker, Gilyard, Gumbs, Reeves, Rowell, Willis
Nay:	1 khalid

Abstain: 0
Not Voting: 0

Minutes:
A motion was made to approve the following City Council Meeting Minutes including the addition of the June 8, 2021 Special Called Meeting which was not listed on the agenda:

Regular Meeting from May 25, 2021
Work Session Meeting from July 14, 2021
Zoning Public Hearing from July 14, 2021
Special Called Meeting from July 12, 2021
Special Called Meeting from June 8, 2021

Councilmember Corey Reeves entered the following statement into the record pertaining to the June 8, 2021, Special Called Meeting minutes and actions:

"I was experiencing technical difficulties with my service during this meeting. I wanted to vote in the affirmative for both items (1 and 2.) Per the record, I was able to vote on the latter agenda item (3)."

The motion was approved as amended 6-1. Councilmember khalid voted in opposition.

2. Request Council Approval of City Council Special Called Meeting Minutes from June 8, 2021

3. Request Council Approval of City Council Regular Meeting Minutes from May 25, 2021 (City Clerk)

4. Request Council Approval of City Council Work Session Minutes from July 14, 2021 (City Clerk)

5. Request Council Approval of City Council Zoning Public Hearing Minutes from July 14, 2021 (City Clerk)

6. Request Council Approval of City Council Special Called Meeting Minutes from July 12, 2021(City Clerk)

VII. Public Comments

Minutes:
There were 14 speakers who submitted public comments as follows:

1. **Teiloa Porch, District 3 (excessive speeding on Jones Road)**
2. **Brian Wynder, District 3 (Janice Dr. concerns)**
3. **Nancy Sargent, District 6 (speed cameras)**
4. **Drew de Man, District 7 (speed cameras)**

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5. Camilla Johnson Moore, District 3 (multiple zoning cases)
6. Vallarie Pratt, non-resident (Multi-Family Ordinance)
7. Sonya Patterson, District 2 (multiple zoning cases)
8. Clyde Sampson, District 5 (supports in-person meetings, opposed to multiple zoning cases)
9. Isabel Cuellar, District 6 (speed cameras)
10. James Carmichael, District 7 (speed cameras)
11. Pamela Harris, District 1 (speed cameras)
12. Avery McDugle, District 3 (speed cameras)
13. PA Rogers, District 3 (opposed to warehouses)
14. Doreen Lawson, non-resident (Support new city hall and recreation areas)

VIII. Public Hearing(s)

7. Public Hearing regarding a Request for Alcohol License Revocation: re Cigaros of Georgia, LLC, dba Cigaros (Police Department)

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:
Public Hearing held. No comments were received.

A motion was made to approve the revocation of the alcohol license application for Cigaros of Georgia, LLC dba Cigaros.

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

IX. Rezonings, Variance and Modification Cases

8. **Z20-008:** Council to consider a rezoning from AG1 (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 Regular Council Meeting)

Motion (Defer): Councilmember Gumbs
Second: Councilmember Rowell
[Motion Deferred]

Yea:	7 Baker, Gilyard, Gumbs, khalid , Reeves, Rowell, Willis
Nay:	0

Abstain: 0
Not Voting: 0

Minutes:
A motion was made to defer case numbers Z20-008, Z20-009 and CV20-001 until the next Regular Council Meeting.

The motion to defer was approved unanimously.

Councilmember Baker raised a point of order regarding whether an end date is required for motions to defer. Mayor Edwards sustained Councilmember Baker's point of order.

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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 Regular Council Meeting)

Motion (Defer): Councilmember Gumbs
Second: Councilmember Rowell
[Motion Deferred]

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

Minutes:
A motion was made to defer case numbers Z20-008, Z20-009 and CV20-001 until the next Regular Council Meeting.

The motion to defer was approved unanimously.

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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 Regular Council Meeting)

Motion (Defer): Councilmember Gumbs
Second: Councilmember Rowell
[Motion Deferred]

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

Minutes:
A motion was made to defer case numbers Z20-008, Z20-009 and CV20-001 until the next Regular Council Meeting.

The motion to defer was approved unanimously.

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11. **Z21-002:** Council to consider a rezoning at 0 Campbell Drive for the purpose of constructing a warehouse **(DISTRICT 3)**

Motion (Defer): Councilmember Willis
Second: Councilmember Reeves
[Motion Deferred]

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

Minutes:
A motion was made to defer case numbers Z21-002, Z21-004 and CV21-005 until the next Regular Council Meeting.

The motion to defer was approved unanimously.

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12. **Z21-003:** Council to consider a rezoning at 4295 Roosevelt Highway for the purpose of constructing an office and zoning consolidation **(DISTRICT 3)**

Motion (Defer): Councilmember Willis
Second: Councilmember Reeves
[Motion Deferred]

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

Minutes:
A motion was made to defer case number Z21-003 until the next Regular Council Meeting.

The motion to defer was approved unanimously.

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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)**

Motion (Defer): Councilmember Willis
Second: Councilmember Reeves
[Motion Deferred]

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

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Minutes:
A motion was made to defer case numbers Z21-002, Z21-004 and CV21-005 until the next Regular Council Meeting.

The motion to defer was approved unanimously.

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14. **U21-001:** Council to consider a use permit at 3395 Roosevelt Highway for a barber and beauty salon **(DISTRICT 3)**

Motion (Deny): 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 to deny case number U21-001.

The motion to deny was approved unanimously.

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15. **M21-005:** Council to a modification at 0 Rivertown Road for the purpose of developing estate homes **(DISTRICT 4)**

Motion (Approve): Councilmember Gilyard
Second: Councilmember khalid
[Motion Approved]

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

Minutes:
A motion was made to approve case number M21-005.

The motion was approved unanimously.

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16. **M20-001:** Council to consider a modification at 5280 Old National Highway for the purpose of expanding their restaurant **(DISTRICT 5)**

Motion (Deny): Councilmember Reeves
Second: Councilmember Gilyard
[Motion Approved]

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

Nay: 0
Abstain: 0
Not Voting: 0

Minutes:
A motion was made to deny case number M20-001.

The motion to deny was approved unanimously.

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17. **M21-001:** Council to consider a modification at 3850 Flat Shoals Rd to allow for a barber, beauty, and nail salon **(DISTRICT 5)**

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

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

Minutes:
A motion was made to deny case number M21-001.

The motion to deny was approved unanimously.

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18. **Z21-007:** Council to consider a rezoning at 5275 Old National Highway for the purpose of opening a tire repair shop **(DISTRICT 5)**

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

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

Minutes:
A motion was made to deny case number Z21-007.

The motion to deny was approved unanimously.

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19. **Z21-011:** Council to consider a rezoning at 0 Estes Rd for the purpose of building a townhome community **(DISTRICT 5)**

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

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

Minutes:
A motion was made to deny case number Z21-011.

The motion to deny was approved unanimously.

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20. **M21-006 and CV 21-006:** Council to consider a modification and concurrent variances at 0 Senoia Rd for the purpose of building a mixed-use apartment complex **(DISTRICT 7)**

Motion (Approve): Councilmember Baker
Second: Councilmember Reeves
[Motion Approved]

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

Minutes:
A motion was made to approve case numbers M21-006 and CV21-006.

The motion was approved unanimously.

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21. **U21-004:** Council to consider a use permit at 2220 Jonesboro Rd for salon suites **(DISTRICT 7)**

Motion (Deny): Councilmember Baker
Second: Councilmember Reeves
[Motion Approved]

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

Minutes:
A motion was made to deny case number U21-004.

The motion to deny was approved unanimously.

X. Consent Agenda Items

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

Yea:	5 Baker, Gumbs, Reeves, Rowell, Willis
Nay:	2 Gilyard, khalid
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to approve the Consent Agenda - items 22-26, 30-43.

The motion was approved 5-2. Councilmembers Gilyard and khalid voted in opposition.

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22. Mayor/Council Proclamations for Spreading on the Minutes:
    - Deacon Gary Brown Day **(Mayor Pro Tem Willis)**
    - Erica Carson Day **(Mayor Pro Tem Willis)**
    - Xernona Clayton Appreciation Day **(Councilmember Baker)**
    - Chris Cole Appreciation Day **(Councilmember Baker)**
    - Kaidan Barlow Gardener Day **(Councilmembers Reeves, khalid and Baker)**
    - Nancy Mae Green Day **(Mayor Edwards)**
    - Nakia Horton Day **(Councilmember khalid)**
    - Brother Rizza Islam Appreciation Day **(Councilmember Baker)**
    - Juneteenth Day **(Mayor Edwards)**
    - Lashandra Little Appreciation Day **(Mayor Pro Tem Willis)**
    - Lionel Je' Woodyard Day **(Mayor Edwards)**

Minutes:
Item approved as a part of Consent Agenda.

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23. Request Council Approval of Board Appointment:
    - **Mayor Edwards** appoints Cedric Ward to the South Fulton Public Arts Commission

Minutes:
Item approved as a part of Consent Agenda.

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24. 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:
    a. Confirm the recorded plat for Cascade Forest 4101 Danforth Road
    b. Confirm the recorded plat for Cascade Prose
    c. Confirm the recorded plat for Westlake 6000
    d. Confirm the recorded plat for Woodbury Park

Minutes:
Item approved as a part of Consent Agenda.

25. Request Council approval to accept the donation from Crow Holdings Industrial in the amount of $30,000 for the purchase of new and upgraded baseball field equipment and scoreboards for Sandtown Park (Parks, Recreation and Cultural Affairs)

Minutes:
Item approved as a part of Consent Agenda.

26. Request Council approval to accept the donation of 2,400 bottles of 4oz hand sanitizer from LT Printing and Promotion, LLC with a monetary value of $6,936.00 (Parks, Recreation and Cultural Affairs)

Minutes:
Item approved as a part of Consent Agenda.

27. Request Council approval authorizing the City Manager to execute the Old National Youth Athletic Association Facility Use Agreement renewal for the 2021 football season (Parks, Recreation and Cultural Affairs)

Minutes:
Item removed from Agenda at the request of the City Manager

28. Request Council approval authorizing the City Manager to execute the Sandtown Youth Athletic Association Facility Use Agreement renewal for the 2021 football season (Parks, Recreation and Cultural Affairs)

Minutes:
Item removed from Agenda at the request of the City Manager

29. Request Council approval authorizing the City Manager to execute the Welcome All Athletic Association Facility Use Agreement renewal for the 2021 football season (Parks, Recreation and Cultural Affairs)

Minutes:
Item removed from Agenda at the request of the City Manager

30. Request Council approval to purchase a 2020 Ford F-150 Super Cab Truck from Wade Ford in an amount not to exceed $27,222 to be funded out of the department's vehicle funding line (Police)

Minutes:

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Item approved as a part of Consent Agenda.

31. Request Council approval to accept additional grant funding in the amount of $7,213 from Project Safe Neighborhood (PSN) to offset the cost of sending police personnel to the Georgia Gang Investigators Association Annual Training Conference (Police)

Minutes:
Item approved as a part of Consent Agenda.

32. Request Council approval to enter into a contract with Georgia Environmental Finance Authority (GEFA) for the Solar Resiliency Phase II Grant to install a 30kW Solar PV panel system and a 70kWh/10kW battery storage system at Fire Station No. 6 with a required match of 25% ($33,000) to be funded from the City's grant match account (Public Works)

Minutes:
Item approved as a part of Consent Agenda.

33. Request Council approval to enter into a lighting agreement with Georgia Power to install 83 99-Watt PT along Danforth Road, from Cascade Road to Rehoboth Circle, as part of the Danforth Road Sidewalk project P900 with a monthly cost of $8,612.91 to be funded from the department's streetlight funding line (Public Works)

Minutes:
Item approved as a part of Consent Agenda.

34. Request Council approval to authorize the Mayor and other City Officials as required to sign a Memorandum of Agreement for Roadway Lighting at State Route 166 (Campbellton Road) and Boat Rock Road Roundabout (Public Works)

Minutes:
Item approved as a part of Consent Agenda.

35. Request Council approval to authorize the Mayor and other City Officials as required to sign a Memorandum of Agreement for Roadway Lighting at State Route 6 (Camp Creek Parkway) and Enon Road Intersection (Public Works)

Minutes:
Item approved as a part of Consent Agenda.

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August 24, 2021

36. Request Council approval to authorize the Mayor and other City Officials as required to sign an Intergovernmental Agreement for relocation of City of Atlanta Department of Watershed Management waterline facilities in conflict with the intersection improvement project T242/GDOT PI 0007533 Butner Road at Stonewall Tell Roundabouts (Public Works)

Minutes:
Item approved as a part of Consent Agenda.

---

37. Request Council approval authorizing the City Manager to execute a Memorandum of Agreement regarding the Community Development Assistance Program between the Atlanta Regional Commission and the City of South Fulton to continue planning and development of the South Fulton Town Center LCI Prioritization at No Cost (Community Development and Regulatory Affairs)

Minutes:
Item approved as a part of Consent Agenda.

---

38. Request Council approval authorizing the City Manager to execute a Memorandum of Agreement regarding the Community Development Assistance Program between the Atlanta Regional Commission and the City of South Fulton for planning and development of the South Fulton Citizen Board Training with a required local contribution of $1,000 (Community Development and Regulatory Affairs)

Minutes:
Item approved as a part of Consent Agenda.

---

39. Request Council approval to renew the existing enterprise agreement with Environmental Systems Research Institute (ESRI) for three years at a cost of $55,000 per year to be funded annually from the department's software funding line (Information Technology)

Minutes:
Item approved as a part of Consent Agenda.

---

40. Request Council approval to purchase an InVeris Weapon Simulator to train South Fulton Police Department officers on real-life scenarios in the amount of $68,494.23 to be funded from the department's small tools & equipment funding line (Police)

Minutes:
Item approved as a part of Consent Agenda.

---

41. Request Council approval to enter into a service agreement and authorize Johnson's Control, Inc. to perform the HVAC Air Quality cleaning of the theatre facility at the Southwest Arts Center in an amount not to exceed $56,140 to be funded from the repairs & maintenance funding line in the Cultural Affairs budget (Public Works)

Minutes:
Item approved as a part of Consent Agenda.

---

42. Request Council Approval of A Resolution Authorizing the City of South Fulton, Georgia to Enter into a Master Lease Agreement with the Georgia Municipal Association, Inc. for the Leasing of Certain Types of Vehicles and/or Equipment for Use by the City's Fire and Police Departments (Finance)

Minutes:
Item approved as a part of Consent Agenda.

---

43. Request Council Approval of A Resolution Ratifying the City Manager's Recommendation for the Funding of Certain Public Safety Initiatives from the Ren'gia Majors Speed Enforcement Program (Mayor Pro Tem Willis)

Minutes:
Item approved as a part of Consent Agenda.

XI. Previous Agenda Items

44. Second Reading and Request Council Approval of FY21 Budget Amendment Number 3 Ordinance (Finance)

Motion (Approve): Councilmember Willis
Second: Councilmember Gumbs
[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 the FY21 Budget Amendment Number 3 Ordinance.

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

---

45. 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)

Motion (Approve): Councilmember Rowell
Second: Councilmember Reeves
[Motion Not Carried]

Yea:	0
Nay:	0
Abstain:	0
Not Voting:	0

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 not carried.

Councilmember Rowell raised a point of order regarding the motion on the floor and acknowledgment of the second. Mayor Edwards sustained Councilmember Rowell's point of order.

Motion (Hold): Councilmember Willis
Second: Councilmember khalid
[Motion Held]

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

Minutes:
A substitute motion was made to hold this item until the next Regular Meeting.

The motion was approved 4-3. Councilmembers Rowell, Reeves and Baker voted in opposition.

---

46. Second Reading and Request Council Approval of An Ordinance Creating A Trayvon Wilkens Memorial Pedestrian Fund, Amending Title 1, Administration, Chapter 8, Budget of the City Code of Ordinances To Restrict School Zone Traffic Camera Revenues For Pedestrian Safety Improvements (Councilmember khalid)

Motion (Approve as Amended): Councilmember khalid
Second: Councilmember Baker
[Motion Withdrawn]

Yea:	0
Nay:	0
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to approve the Second Reading of An Ordinance Creating A Trayvon Wilkens Memorial Pedestrian Fund, Amending Title 1, Administration, Chapter 8, Budget of the City Code of Ordinances To Restrict School Zone Traffic Camera Revenues For Pedestrian Safety Improvements with an amendment to change the language in Section 1-8003 (I) from One hundred percent of all fines, fees and judgments.... to Twenty five percent of all fines, fees and judgments.....

The motion was withdrawn.

Councilmember khalid raised a point of order to withdraw and amend his main motion. Mayor Edwards sustained Councilmember khalid's point of order.

Motion (Table): Councilmember Willis
Second:
[Motion Failed for Lack of Second]

Yea:	0
Nay:	0
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to table An Ordinance Creating A Trayvon Wilkens Memorial Pedestrian Fund and revisit the ordinance at later date.

The motion failed for lack of a second.

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

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

Minutes:
A motion was made to approve the Second Reading of An Ordinance Creating A Trayvon Wilkens Memorial Pedestrian Fund, Amending Title 1, Administration, Chapter 8, Budget of the City Code of Ordinances To Restrict School Zone Traffic Camera Revenues For Pedestrian Safety Improvements with an amendment to change the language in Section 1-8003 (I) from One hundred percent of all fines, fees and judgments.... to Twenty five percent of all fines, fees and judgments.... and to restrict usage of these funds to traffic calming devices.

The motion was approved unanimously.

XII. Agenda Items

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

Yea: 4 Gumbs, Reeves, Rowell, Willis
Nay: 1 Gilyard
Abstain: 0
Not Voting: 2 Baker, khalid

Minutes:
A motion was made to approve the Agenda - items 47 -60.

The motion was approved 4-1-2. Councilmember Gilyard voted in opposition. Councilmembers Baker and khalid abstained. Councilmember khalid abstained based upon his belief that the vote may be illegal. Councilmember Baker abstained based upon his belief that the vote is negligent.

Mayor Pro Tem Willis requested that the City Attorney share his prior written legal opinion with the Council regarding why the URA Board did not need to meet to approve the URA project contracts on the current agenda.

Mayor Pro Tem Willis raised a point of order #1 regarding a proper motion is on the floor and seconded. The discussion is not germane to the motion. Mayor Edwards acknowledged Mayor Pro Tem Willis's point of order.

Councilmember khalid raised a point of order #2 regarding the legality of grouping 10 items for a single vote. Mayor Edwards acknowledged Councilmember Khalid's point of order. Attorney Hyman addressed Councilmember khalid's inquiry.

Councilmember khalid raised a point of order #3 regarding the legality of making URA decisions without the URA Board meeting and properly noticing a meeting. Mayor Edwards

acknowledged Councilmember Khalid's point of order.

Mayor Pro Tem Willis raised a point of order #4 regarding a proper motion is on the floor and seconded. The discussion is not germane to the motion. Mayor Edwards acknowledged Mayor Pro Tem Willis's point of order.

Motion (Previous Question): Councilmember Willis
Second: Councilmember Rowell
[Motion Approved]

Yea:	4 Gumbs, Reeves, Rowell, Willis
Nay:	2 Baker, Gilyard
Abstain:	0
Not Voting:	1 khalid

Minutes:
A motion was made to call the previous question.

The motion was approved 4-2-1. Councilmembers Baker and Gilyard voted in opposition. Councilmembers khalid abstained. Councilmember khalid abstained based upon his belief that the City Attorney did not adequately address his question pertaining to the Council voting on URA project contracts and the URA Board has not met or noticed a meeting since December 2019.

---

47. Request Council approval to apply for the COPS Hiring Grant in the amount of $1,750,000 with a 25% match cost of $437,500 to be funded from the City's grant match account to fill additional Police Officer II positions to support the beat redesign project (Police)

Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

---

48. Request Council approval to modify the T-SPLOST 2020-2021 construction agreement with CW Matthews to advance the road resurfacing of Jenah Village, Mallory Walk, Old Jonesboro Landing, and Bethsaida Woods subdivisions in an amount not to exceed $616,404.34 to be funded from the T-SPLOST Fund (Public Works)

Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

---

49. Request Council approval to apply for the 2022 Transportation Alternatives Program (TAP) sponsored by the Georgia Department of Transportation for a pedestrian improvement project along Boat Rock Road between Campbellton Road and Fulton Industrial Boulevard with a required match of 20% ($964,260) to be funded from reserves established in Contingency for grants (Public Works)

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Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

50. Request Council approval to accept additional Local Maintenance & Improvement Grant (LMIG) funding in the amount of $210,000 to offset costs incurred for maintenance repairs of Demooney Road over Deep Creek and Stacks Road over CSX with a required match of 30% ($63,000) to be funded from reserves established in Contingency for grants (Public Works)

Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

51. Request Council approval to utilize the State of Georgia Roofing Agreement and enter into a service agreement with Garland/DBS, Inc. to replace the roof at Sandtown Gymnasium in an amount not to exceed $375,793 to be funded out of the URA Fund (Procurement/Public Works)

Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

52. Request Council approval to utilize the State of Georgia Roofing Agreement and enter into a service agreement with Garland/DBS, Inc. to replace the roof at Welcome All Park Recreation Center in an amount not to exceed $2,956,501 to be funded out of the URA Fund (Procurement/Public Works)

Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

53. Request Council approval to enter into a service agreement with Albion Scaccia Enterprises, LLC to complete the engineering design for the main building at Cliftondale Park/South Fulton Arts Center in an amount not to exceed $98,429.60 to be funded out of the URA Fund (Procurement/Public Works)

Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

54. Request Council approval to enter into a service agreement with All American Waterproofing, Inc. to apply waterproofing treatment to the newly installed roof at Sandtown Gymnasium in an amount not to exceed $59,400 to be funded out of the URA Fund (Procurement/Public Works)

Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

55. Request Council approval to utilize the State of Georgia statewide agreement and enter into a service agreement with Gordian/JOC Construction, LLC to complete various renovation projects at Fire Stations and park facilities throughout the City in an amount not to exceed $1,676,185.46 to be funded out of the URA Fund (Procurement/Public Works)

Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

56. Request Council approval to enter into a service agreement with Mann mechanical to supply and install a Central HVAC System at Sandtown Park Gymnasium in an amount not to exceed $68,720 to be funded out of the URA Fund (Procurement/Public Works)

Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

57. Request Council approval to enter into a service agreement with Mann mechanical to supply and install a Central HVAC System at Burdett Park Gymnasium in an amount not to exceed $73,693 to be funded out of the URA Fund (Procurement/Public Works)

Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

58. Request Council approval to enter into a service agreement with Capital City Electrical Services, LLC to supply and install a commercial grade Electrical Generator at Fire Station #1 (located at 5165 Welcome All Road) in an amount not to exceed $122,186.12 to be funded out of the URA Fund (Procurement/Public Works)

Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

59. Request Council approval to enter into a service agreement with Capital City Electrical Services, LLC to supply and install a commercial grade Electrical Generator at Fire Station #4 (located at 5890 Plummer Road) in an amount not to exceed $125,381.06 to be funded out of the URA Fund (Procurement/Public Works)

Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

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60. Request Council approval to enter into a service agreement with Capital City Electrical Services, LLC to supply and install a commercial grade Electrical Generator at Fire Station #7 (located at 5965 Buffington Road) in an amount not to exceed $120,624.76 to be funded out of the URA Fund (Procurement/Public Works)

Minutes:
Item approved as a part of block vote to approve Agenda Items 47-60.

---

61. 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

Later in Meeting: City Attorney Hyman clarified that this item is being pulled from the agenda to allow for a public hearing which will be held at the August 10, 2021, Council Zoning Public Hearings meeting.

---

62. First 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 (Councilmember Rowell)

Minutes:
First Read

XIII. Executive Session (If Necessary)

Motion (Recess): 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 substitute motion was made at 6:23 PM to recess for an Executive Session to discuss Real Estate to begin at 6:35 PM.

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The motion was approved unanimously.

Councilmember Baker raised a point of order stating that the Council should always take a formal vote regarding recess and reconvening at specific times. Mayor Edwards acknowledged Councilmember Baker's point of order.

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

Yea:	5 Baker, Gumbs, Reeves, Rowell, Willis
Nay:	0
Abstain:	0
Not Voting:	3 Edwards, Gilyard, khalid

Minutes:
A motion was made to reconvene from Executive Session at 7:01 PM.

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

XIV. Adjournment of Meeting

Motion (Adjourn): Councilmember Rowell
Second: Councilmember Willis
[Motion Not Carried]

Yea:	0
Nay:	0
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to adjourn the Regular Meeting at 6:22 PM.

The motion was not carried.

Motion (Adjourn): Councilmember Baker
Second: Councilmember Rowell
[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 Regular Meeting at 7:03 PM.

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The motion was approved 6-0-1. Councilmember khalid did not vote. Mayor Edwards was absent.

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August 24, 2021

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 August 10, 2021
DATE:	August 24, 2021
SUBJECT:	Request Council Approval of City Council Work Session Minutes from August 10, 2021
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_WS_2021_8_10_Meeting_DRAFT	Cover Memo	8/23/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - WORK SESSION
Tuesday, August 10, 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.

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	4:01 PM
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.

III. Presentations

1. One Million Trees Initiative – Judy Yi, Trees Atlanta

Minutes:
Judy Yi with Trees Atlanta presented the One Million Trees Initiative.

The presentation was followed by a question and discussion period.

Mayor Edwards requested that the City Manager provide the status of the City's Tree Bank Fund.

Councilmember khalid requested that Ms. Yi send any model ordinances to the City if available.

---

2. Records Management Legislation and Plan – Corey Adams, City Clerk

Minutes:
Corey Adams, City Clerk and Renardo Paschal, Deputy City Clerk provided an update regarding the Records Management Legislation and Plan.

The presentation was followed by a question and discussion period.

IV. Monthly Reports

3. 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.

City Manager Jones announced that Department Budget Hearings will be conducted virtually on August 17 and 19, 2021 beginning at 10:00 AM.

Councilmember Gilyard requested that the City Manager provide a summary of the revenues and expenditures for the Fulton Industrial Boulevard area prior to being comingled with the City's overall revenues and expenditures.

---

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

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

---

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

Minutes:
Report presented by City Manager, Tammi Saddler Jones.

The presentation was followed by a question and discussion period.

Councilmember khalid requested to receive data regarding what percentage of staff are enrolled in each benefits plan.

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 Reeves
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 adjourn the Work Session at 5:58 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 August 10, 2021
DATE:	August 24, 2021
SUBJECT:	Request Council Approval of City Council Zoning Public Hearing Minutes from August 10, 2021
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_ZPH_2021_8_10_Meeting_DRAFT	Cover Memo	8/23/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - ZONING PUBLIC HEARINGS
Tuesday, August 10, 2021, 6:00 PM

SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

Minutes:
The Zoning Public Hearings was called to order by Mayor William Edwards at 6:00 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.

2. Roll Call

Minutes:

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	

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

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

    1. 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)**

Minutes:
Public Hearing held. No comments received.

Staff advised that the applicant intends to withdraw this zoning and concurrent variance request.

---

2. 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)**

Minutes:
Public Hearing held. One comment received

Applicant: Dewayne Martin

Opposition: Michael Veneable, District 6

Discussion conducted.

Councilmember Gumbs requested that the applicant consider longer driveways if possible.

Councilmember Baker would like the applicant to consider including a clubhouse or meetings area for the development.

Mayor Edwards requests some type of traffic calming within the development and opposes the single-entry access point for the development.

---

3. 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 and for other lawful purposes **(Councilwoman Rowell)**

Minutes:
Public Hearing held. No comments received

The City Attorney clarified that a revision was added to the legislation to make clear that a single-family residential dwelling may be attached or detached.

---

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 Gumbs
[Motion Approved]

Yea:	6 Baker, Gilyard, Gumbs, Reeves, Rowell, Willis
Nay:	0
Abstain:	0
Not Voting:	2 Edwards, khalid

Minutes:
A motion was made at 6:32 PM to recess for an Executive Session for Real Estate, Litigation and Personnel.

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

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

Yea:	5 Baker, Gumbs, Reeves, Rowell, Willis
Nay:	0
Abstain:	0
Not Voting:	3 Edwards, Gilyard, khalid

Minutes:

A motion was made to reconvene from Executive Session at 9:03 PM.

The motion was approved 4-0-3. Councilmembers khalid, Gilyard and Rowell did not vote. Mayor Edwards was absent.

---

5. 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 Zoning Public Hearings at 7:12 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:	Request Council Approval of City Council Special Called Meeting Minutes from August 10, 2021
DATE:	August 24, 2021
SUBJECT:	Request Council Approval of City Council Special Called Meeting Minutes from August 10, 2021
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_SCM_2021_8_10_Meeting_DRAFT	Cover Memo	8/23/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - SPECIAL CALLED MEETING
Tuesday, August 10, 2021, 3:30 PM

SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

Minutes:
The meeting was called to order by Mayor William Edwards at 3:30 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	
Carmalitha Gumbs	District 2 Councilmember	Present	3:32 PM
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	ABSENT	
Mark Baker	District 7 Councilmember	Present	

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

3. Agenda Items

1. Request Council Approval of An Emergency 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 as Amended): Councilmember Willis
Second: Councilmember Gilyard
[Motion Approved]

Yea:	5 Gilyard, Gumbs, Reeves, Rowell, Willis
Nay:	0
Abstain:	1 Baker
Not Voting:	1 khalid

Minutes:
A motion was made to approve An Emergency 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 due to his belief that the City cannot provide K95 masks to the public and protect the public properly. Councilmember khalid was absent.

Mayor Pro Tem Willis requested that a letter is sent to the Board of Education advising them of the City's ordinance requiring face coverings, preferably K95 masks, in all schools located within the City of South Fulton.

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

Yea:	5 Baker, Gumbs, Reeves, Rowell, Willis
Nay:	0
Abstain:	1 Gilyard
Not Voting:	1 khalid

Minutes:
A motion was made to conduct masks distribution in each City Council district subject to the availability of masks within the City's inventory.

The motion was approved 5-0-1. Councilmember Gilyard abstained due to the lack of information regarding the impact on the City's budget and available inventory. Councilmember khalid was absent.

---

2. First 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 And For Other Purposes (Mayor Edwards)

Minutes:
First Read

4. Adjournment of Meeting

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

Yea:	5 Baker, Gilyard, Reeves, Rowell, Willis
Nay:	0
Abstain:	0
Not Voting:	2 Gumbs, khalid

Minutes:
A motion was made to adjourn the Special Called Meeting at 3:46 PM.

The motion was approved 5-0. Councilmember Gumbs did not vote and Councilmember khalid 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 Millage Rate Public Hearing Minutes from August 11, 2021 at 10:00 AM and 6:00 PM
DATE:	August 24, 2021
SUBJECT:	Request Council Approval of City Council Millage Rate Public Hearing Minutes from August 11, 2021 at 10:00 AM and 6:00 PM
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 FY2022 Department Budget Hearings from August 17, 2021 and August 19, 2021
DATE:	August 24, 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:	PUBLIC HEARING - 2021 Millage Rate Ordinance
DATE:	August 24, 2021
SUBJECT:	PUBLIC HEARING - 2021 Millage Rate Ordinance
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
2021 Tax Millage Rate Presentation_revised 8.11.2021	Cover Memo	8/20/2021

CITY OF SOUTH FULTON

FIRST PUBLIC HEARING
TO ADOPT FY2022 TAX MILLAGE RATE

PRESENTED BY: RACHEL BEMBRY, CPA
INTERIM FINANCE DIRECTOR

VIRTUAL MEETINGS
AUGUST 11, 2021 @10AM
AUGUST 11, 2021 @6PM
AUGUST 24, 2021 @4PM

5440 FULTON INDUSTRIAL BLVD, SOUTH FULTON, GA 30336
#SOUTHFULTONSTRONG

PROPERTY TAX 101

MILLAGE RATE

The tax rate that is applied to the assessed value of taxable property to calculate the amount of property tax to be paid.

The millage rate is usually stated as “dollars per thousand”.

> Ex. Millage rate of 5 mills is $5.00 per thousand of assessed value. For calculation purposes, the millage rate is stated as 0.005.

The millage rate is established by the levying authority each year.

MARKET VALUE/ASSESSED VALUE

Market value is the current estimated amount that property can be bought or sold. Assessed value is 40% of the market value and is used as the basis for calculating the property tax levy (bill) in Georgia.

Ex. If the market value of a parcel of real property is $150,000; its corresponding assessed value is $60,000.

PROPERTY TAX CALCULATION ON A SINGLE PARCEL

Market value	$150,000
Assessed value (40%)	$60,000
Millage Rate (5 mills)	0.005
Annual Property Tax Levy	$300

ROLLBACK RATE

The rollback rate is the millage rate that would raise the same amount of revenue as last year if applied to the current value of the property that was on the last year's tax digest.

Rollback rate: 12.139

Recommended millage rate: 12.899

Dollar value of rollback: $1,924,070

TAX RATE COMPARISON

CURRENT MILLAGE RATE

TOTAL MILLAGE – FY2021 12.899

RECOMMENDED MILLAGE RATE

TOTAL MILLAGE – FY2022 12.899

THE MILLAGE RATE IS NOT BEING INCREASED

IN THE CITY OF SOUTH FULTON.

THE TAX RATE WILL BE THE SAME FOR 2021

AS IT WAS IN 2020.

THE ADVERTISED INCREASE (6.26%) IS DUE SOLELY TO

THE REVALUATION OF REAL PROPERTY TAX ASSESSMENTS.

TAX RATE COMPARISON

BASIC HOMESTEAD PROPERTY

Fair Market Value	175,000		Fair Market Value	175,000
X 40%	0.40		X 40%	0.40
Assessed Value	**70,000**		**Assessed Value**	**70,000**
Assessed Value	70,000		Assessed Value	70,000
Local Exemption	(30,000)		Local Exemption	(30,000)
Taxable Value	**40,000**		**Taxable Value**	**40,000**
Taxable Value	40,000		Taxable Value	40,000
X Millage Rate	0.012139		X Millage Rate	0.012899
City Property Taxes	**$ 485.56**		**City Property Taxes**	**$ 515.96**

DIFFERENCE: $30.40

REASON BEHIND RECOMMENDATION

Developing an operating and capital budget for a municipality is a very complex and layered task. We prepare revenue and personnel projections as well as examine the requests submitted from departments. It is balancing act between the desired service levels and the cost of those service levels. Some difficult decisions were made to reduce expenditures. However, due to the gap in revenue projections and expenditures for the FY22 budget we recommend maintaining the current millage rate.



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:	August 24, 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	8/20/2021
Z20-008 7195 Butner Rd staff report FINAL FOR COUNCIL 8.24.21	Cover Memo	8/20/2021

Z20-008

Rezoning Request
7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd.

City Council Meeting
City of South Fulton
August 24, 2021

Z20-008: 7195 Butner, 0 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:	North: CUP and AG-1 South: CUP and AG-1 East: CUP, AG-1, and R-3 West: CUP and AG-1
2035 Future Land Use Designation:	Character Type: Rural Neighborhood Land Uses: 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 Zonings: 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:	Cliftondale
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.

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

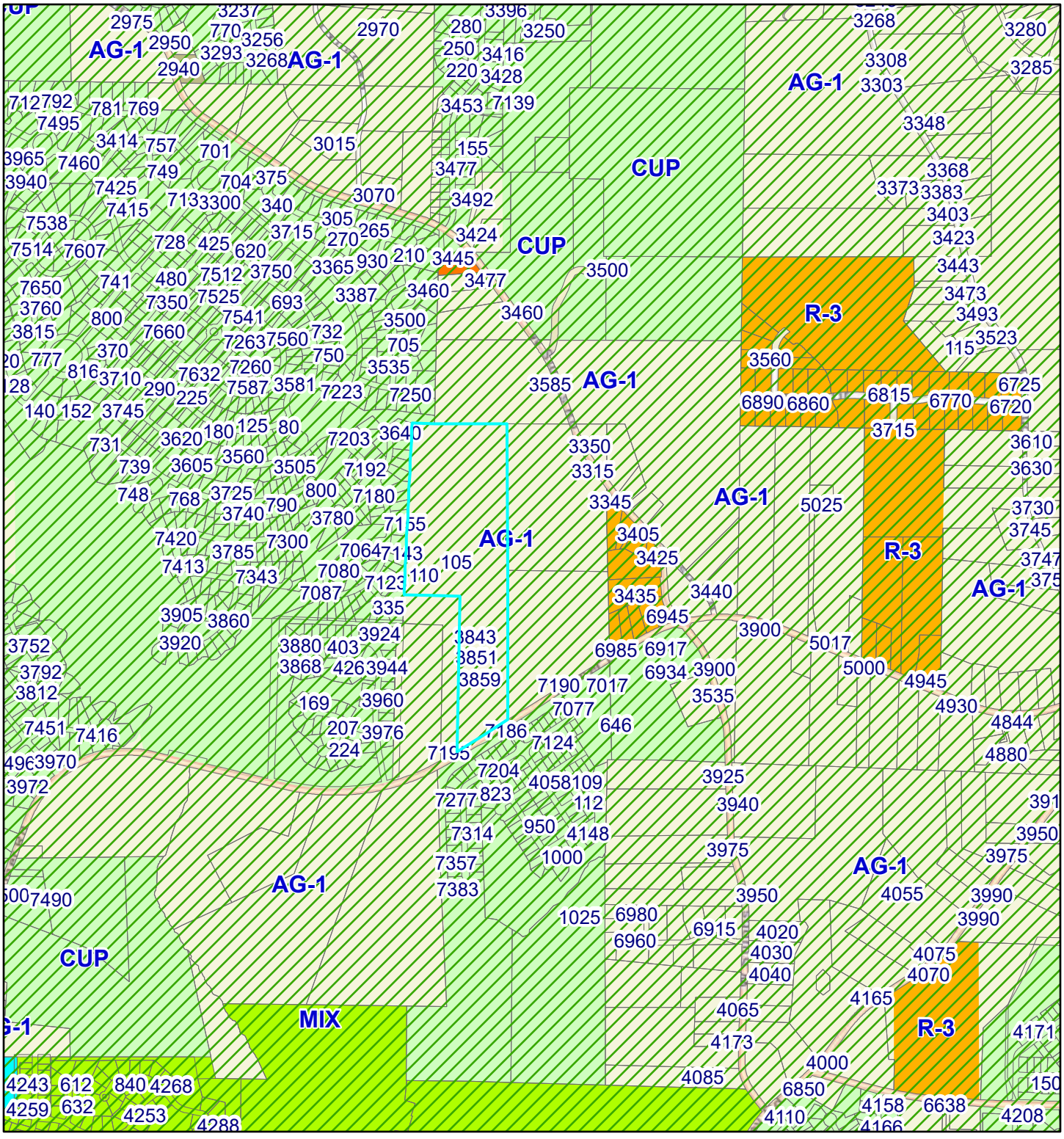
8. Each unit shall have at 2-car garage

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



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0 0.2 0.4 0.8 km

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)

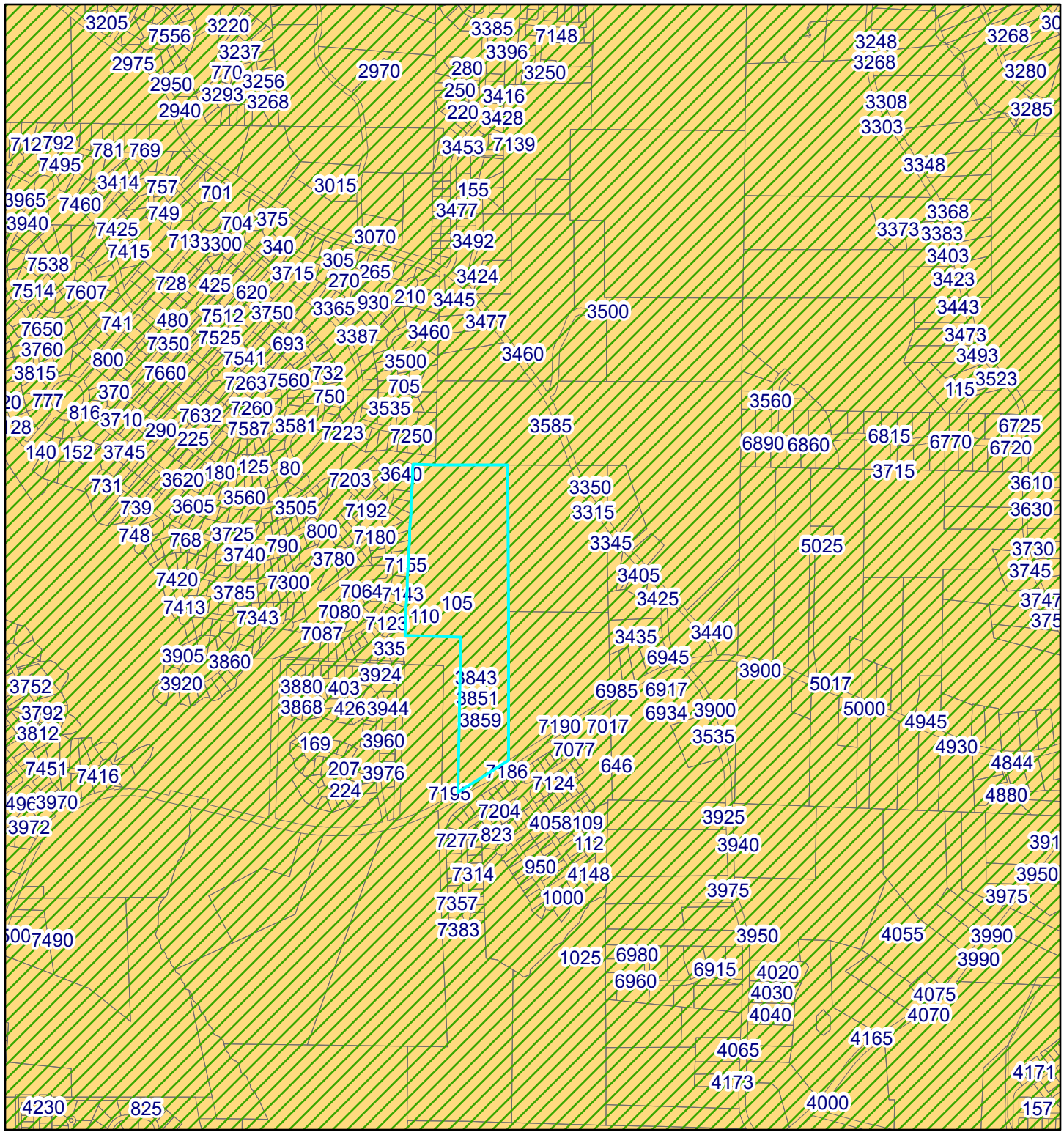
R-4 (Single Family Dwelling)

TR (Townhouse Residential)

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

COSF ArcGIS Web Map



3/22/2021, 2:27:06 PM

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Address Points

Overlay Districts

County Parcels All

City Limits

2035 Future Land Use

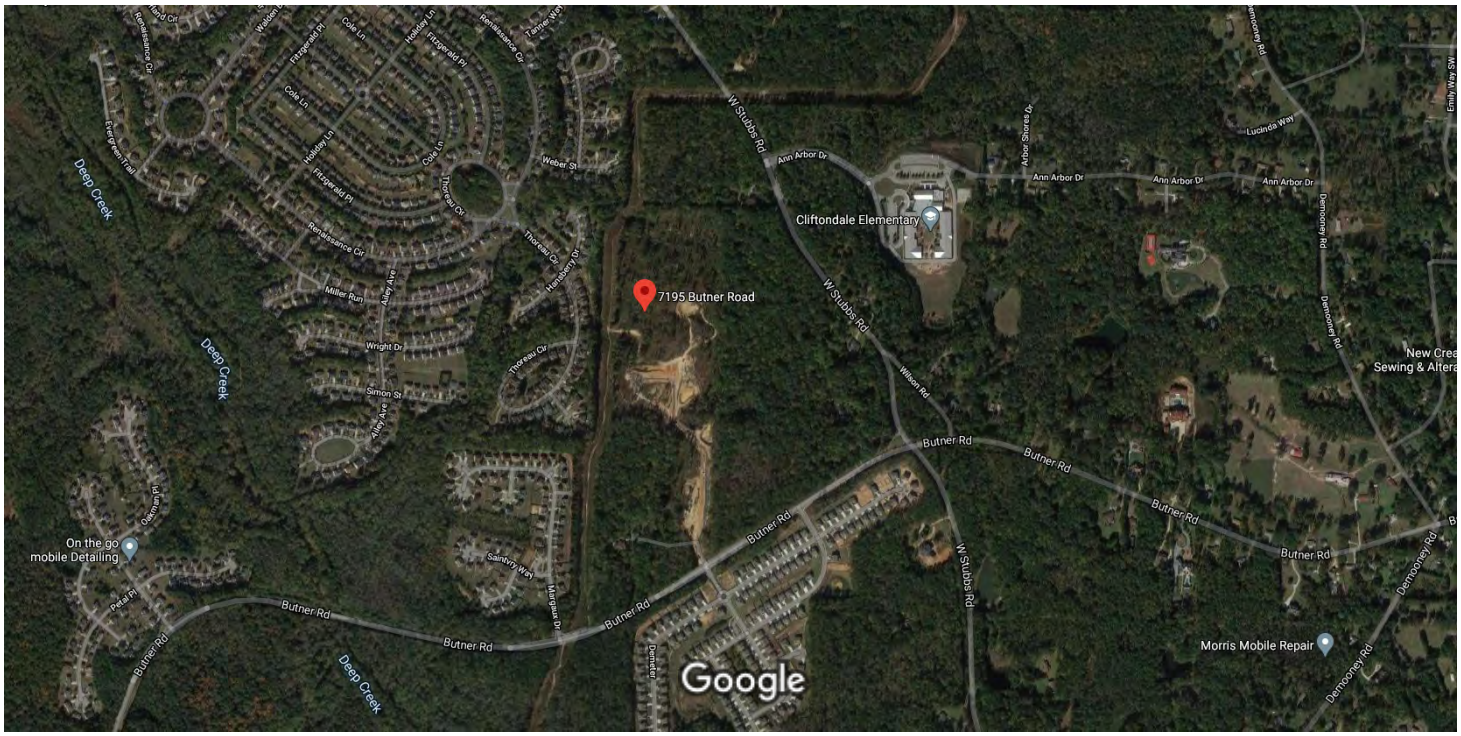
Rural Neighborhood

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

Web AppBuilder for ArcGIS

City of South Fulton, GA

Google Maps 7195 Butner Rd



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



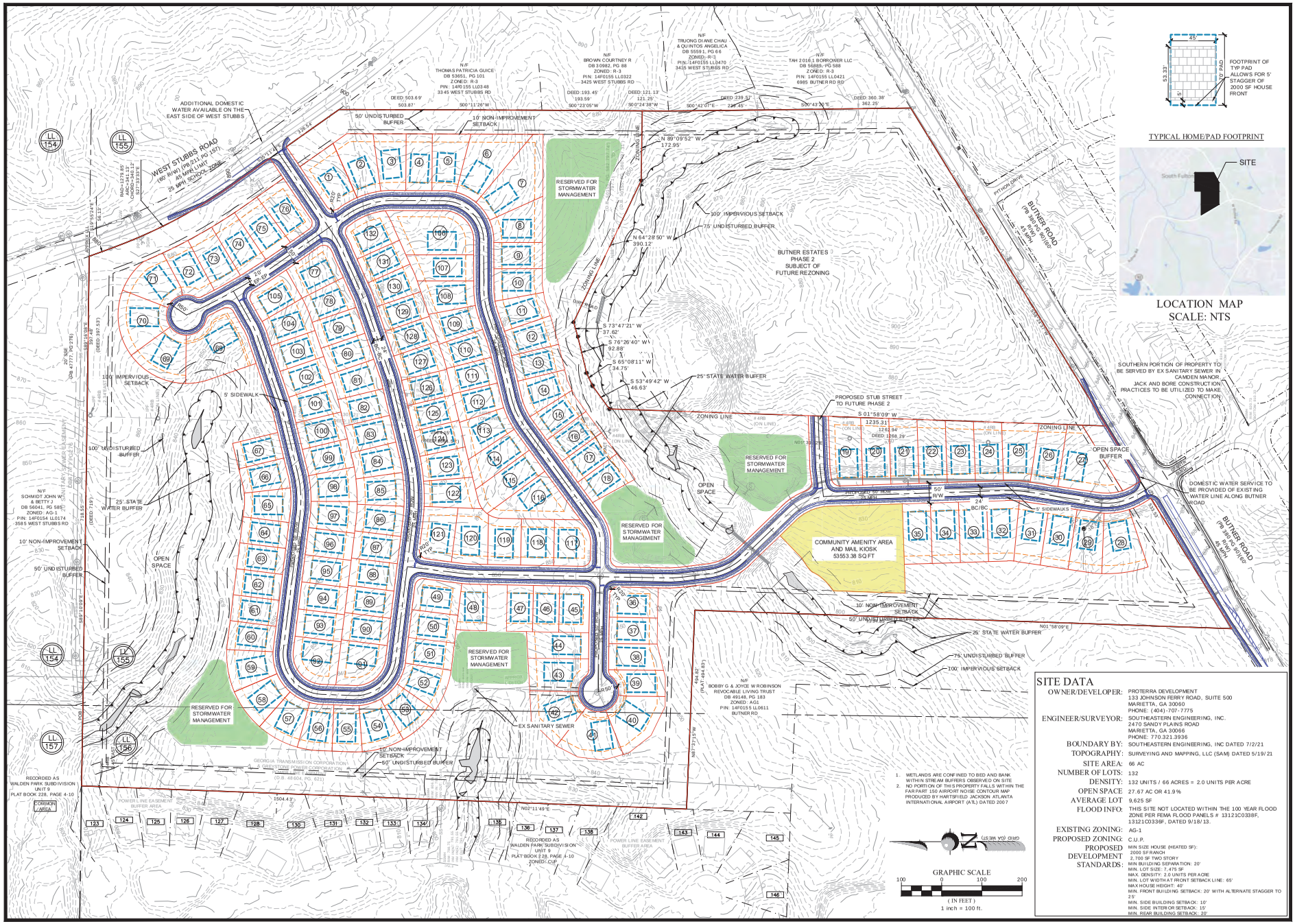
7195 Butner Rd

College Park, GA 30349

Directions Save Nearby Send to your phone Share

M94H+89 College Park, Georgia

Photos



SITE DATA

OWNER/DEVELOPER:	PROTERRA DEVELOPMENT 133 JOHNSON FERRY ROAD, SUITE 500 MARIETTA, GA 30060 PHONE: (404) -707- 7775
ENGINEER/SURVEYOR:	SOUTHEASTERN ENGINEERING, INC. 2470 SANDY PLAINS ROAD MARIETTA, GA 30066 PHONE: 770.321.3936
BOUNDARY BY:	SOUTHEASTERN ENGINEERING, INC DATED 7/2/21
TOPOGRAPHY:	SURVEYING AND MAPPING, LLC (SAM) DATED 5/19/21
SITE AREA:	66 AC
NUMBER OF LOTS:	132
DENSITY:	132 UNITS / 66 ACRES = 2.0 UNITS PER ACRE
OPEN SPACE	27.67 AC OR 41.9%
AVERAGE LOT	9,625 SF
FLOOD INFO:	THIS SITE NOT LOCATED WITHIN THE 100 YEAR FLOOD ZONE PER FEMA FLOOD PANELS # 13121C0338F, 13121C0336F, DATED 9/18/13.
EXISTING ZONING:	AG-1
PROPOSED ZONING:	C.U.P.
PROPOSED DEVELOPMENT STANDARDS:	MIN SIZE HOUSE (HEATED SF): 2000 SF RANCH 2,700 SF TWO STORY MIN BUILDING SEPARATION: 20' MIN. LOT SIZE: 7,475 SF MAX. DENSITY: 2.0 UNITS PER ACRE MIN. LOT WIDTH AT FRONT SETBACK LINE: 65' MAX HOUSE HEIGHT: 40' MIN. FRONT BUILDING SETBACK: 20' WITH ALTERNATE STAGGER TO 25' MIN. SIDE BUILDING SETBACK: 10' MIN. SIDE INTERIOR SETBACK: 15' MIN. REAR BUILDING SETBACK: 20'

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

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No	ISSUED DESCRIPTION	DATE
1	-	-
2	-	-
3	-	-
4	-	-

SEI
SOUTHEASTERN ENGINEERING, INC.
Planning • Surveying • Civil Design
117 Atlanta Way Suite 4 Palmetto, Georgia 30268
ph: 770-517-1936
www.seiatlanta.com

1004-21-092

PROJECT OWNER/DEVELOPED BY:
PROTERRA DEVELOPMENT
133 JOHNSON FERRY ROAD SUITE 500
MARIETTA, GA 30060
PHONE: (404) 707-7775

ZONING PLAN

BUTNER ESTATES
PROJECT LOCATED AT:
LL 155 & 156, 14TH DIST SECT FF
CITY OF SOUTH FULTON, GA

ISSUED FOR:
REZONING

Project No.:	1004-21-092
Designed By:	JCS
Issue Date:	7/16/21

Z01

Page 68 of 916
City of South Fulton | August 24, 2021

FILE NAME: I:\CUSTOMERS_PROJECTS\1004 DR Horton\1004-21-092 Butner Estates (RAW)\Eng\Construction\1004-21-092 C-SITE-ZONING PLAN.dwg PLOT STYLE: ---- PLOT DATE: 7/16/2021 CHRIS SHELNUTT





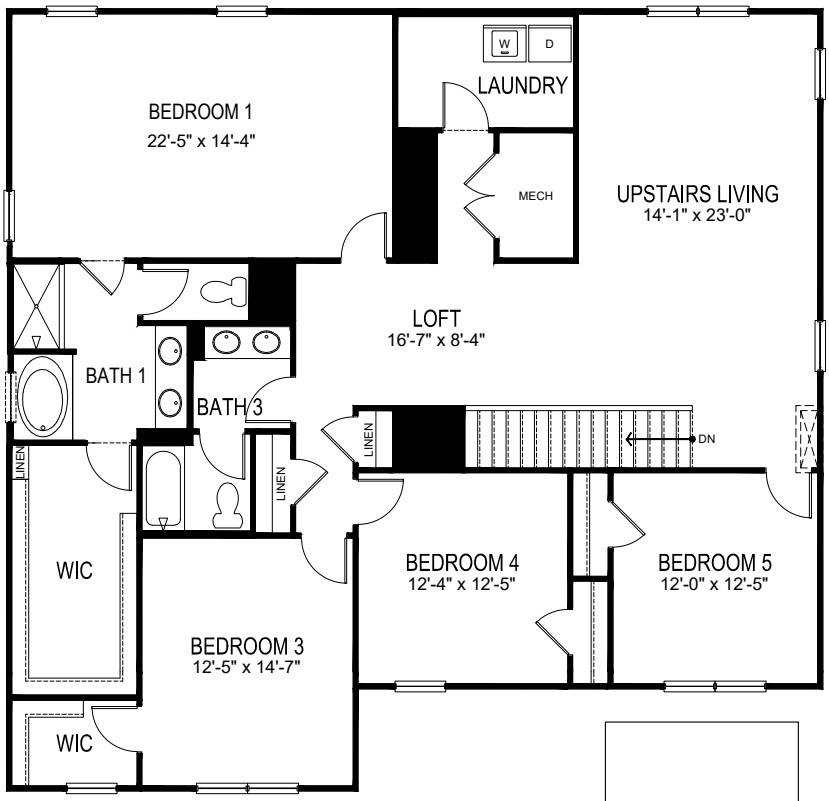


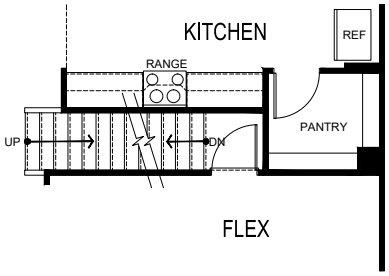
The Jadyn

5 Bedrooms | 3.5 Bathrooms | Two-Car Garage

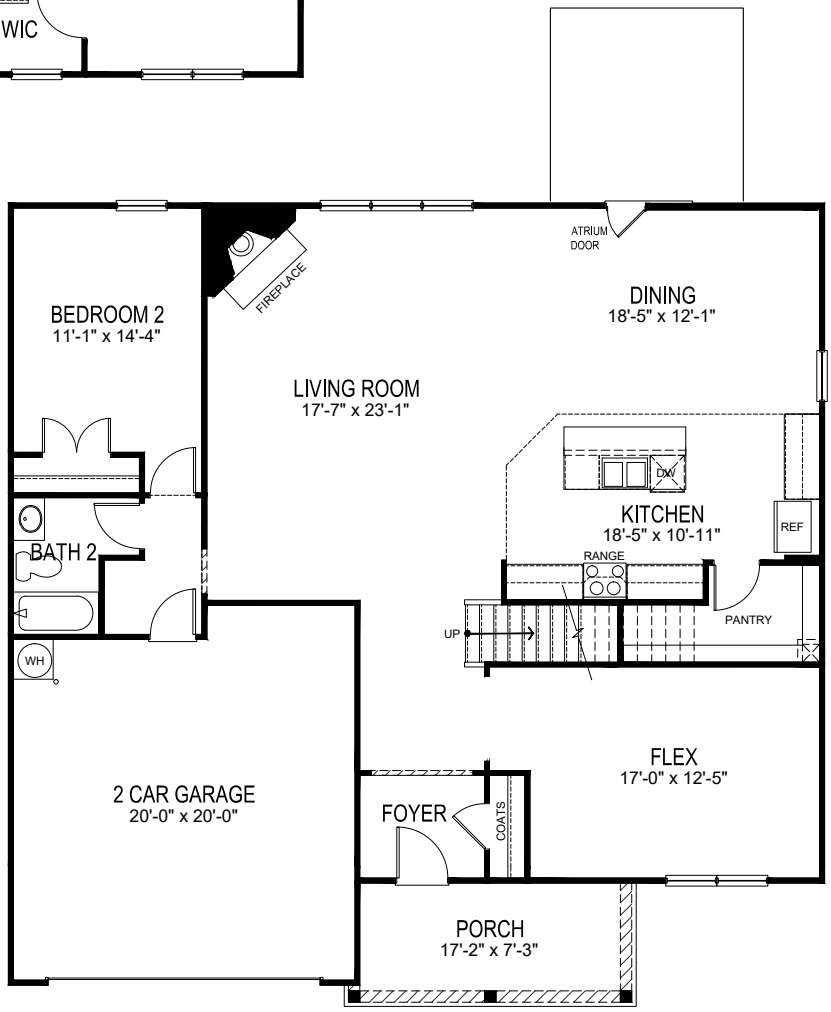
D·R·HORTON
America's Builder

The Jadyn





Stairs at Opt Basement



*Square foot dimensions are approximate. Home and community information, including pricing, included features, terms, availability and amenities, are subject to change and prior sale at any time without notice or obligation. Pictures, photographs, features, colors and sizes are approximate for illustration purposes only and will vary from the homes as built. Please see an Express Homes Sales Representative for more information. Express Homes Copyright © 2019.

EQUAL HOUSING OPPORTUNITY





The Mansfield

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



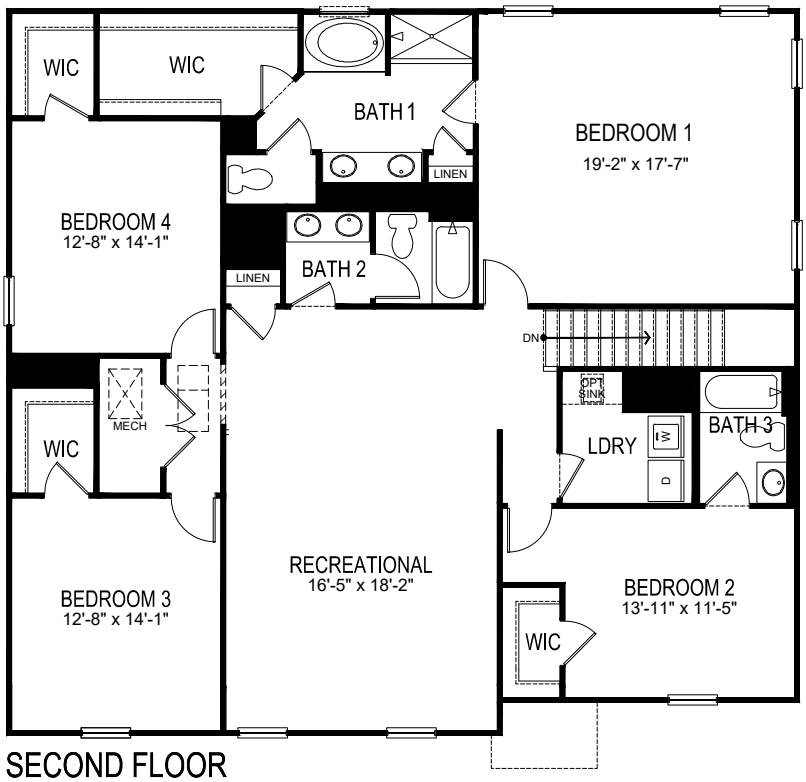


The Mansfield

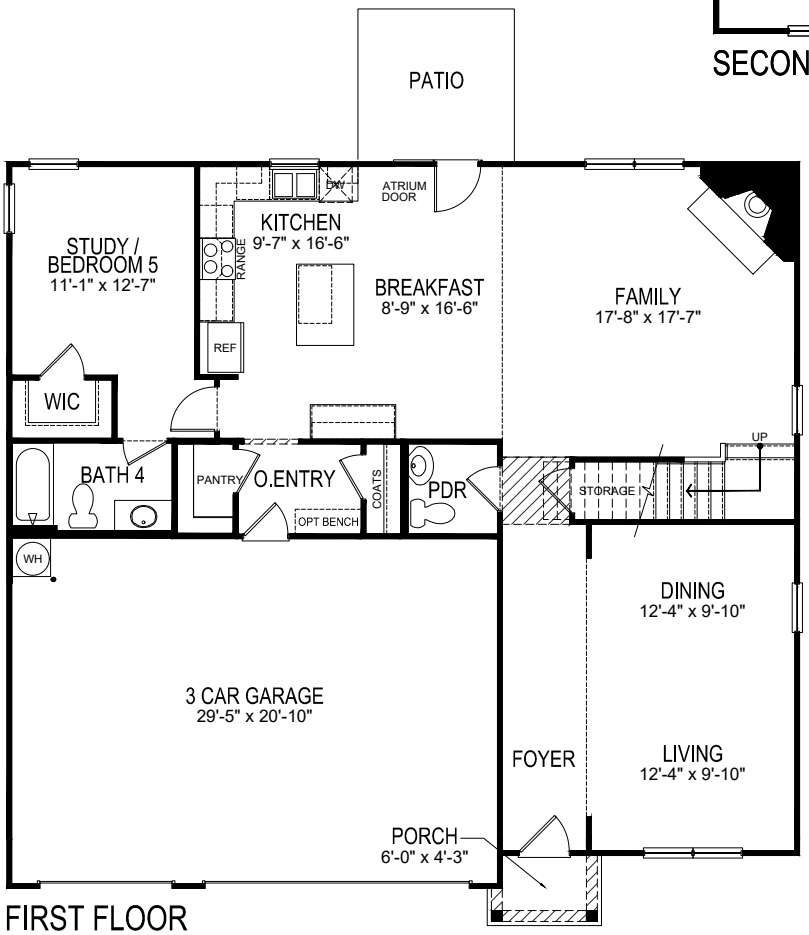
4-5 Bedroom | 3.5-4.5 Bath | 3 Car Garage

D·R·HORTON
America's Builder

The Mansfield



SECOND FLOOR



FIRST FLOOR

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EQUAL HOUSING OPPORTUNITY







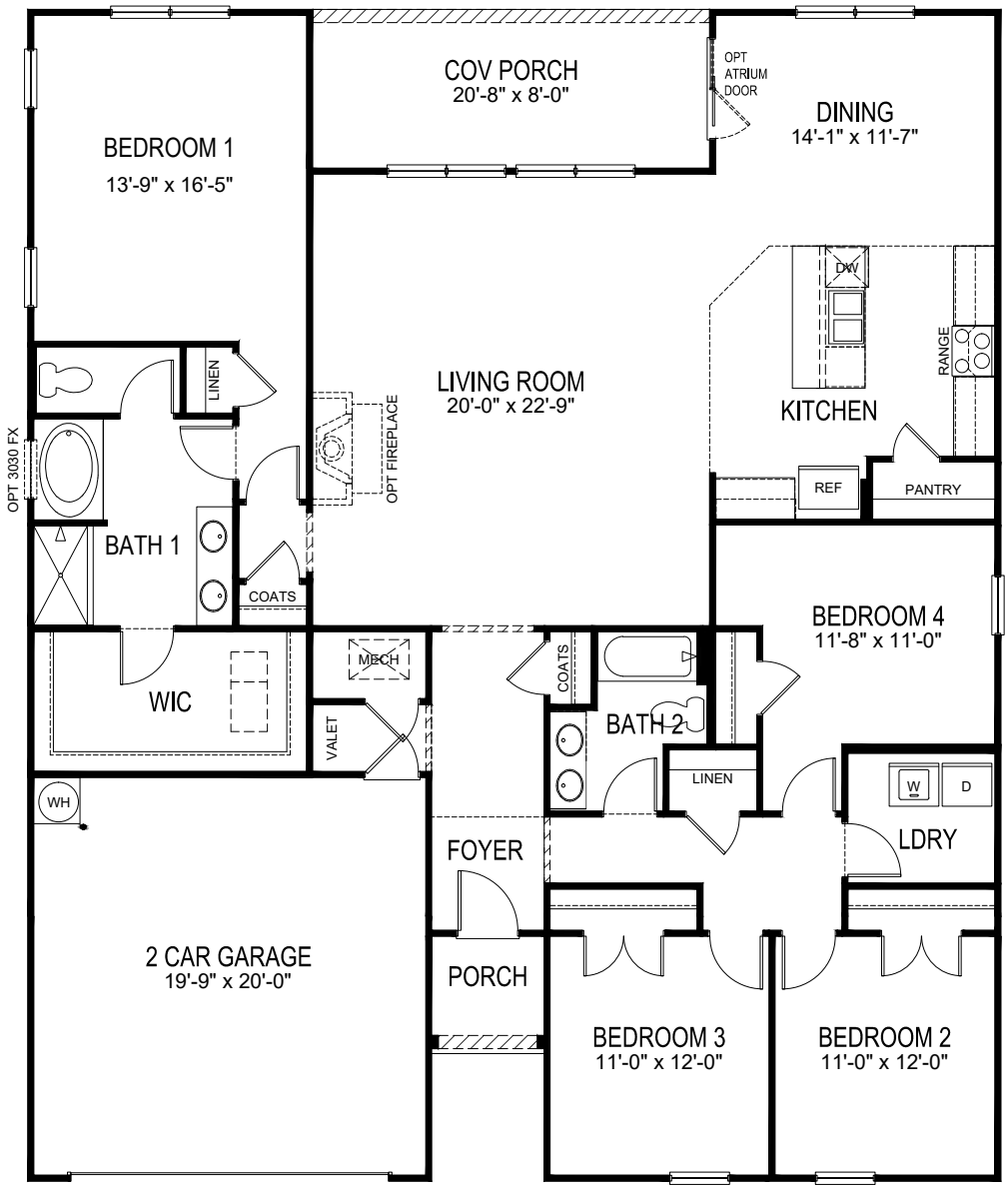
The Denton

4 Bedroom | 2 Bath | 2 Car Garage

2,250 Square Feet*

D·R·HORTON
America's Builder

The Denton



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EQUAL HOUSING OPPORTUNITY

Battle Law, P.C.
Commercial Real Estate & Zoning
www.battlelawpc.com

MICHÈLE L. BATTLE, ESQ.
President

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 Cliftondale 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/meeting/register/tZwvdeqtpzwsE9VRHnszsux6nmUy27XCqPtk

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:

a) If you are the sole owner of the property and not the petitioner complete Part 1.
b) If you are the petitioner and not the sole owner of the property complete Part 2.
c) If you are the sole owner and petitioner complete Part 1.
d) 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

404.707.7775
PHONE NUMBER

felipe@proterra.us
EMAIL ADDRESS

Sworn to and subscribed before me this the 22nd Day of October 20 20

NOTARY PUBLIC

JANET JENNINGS
Notary Public, Cobb Co., Georgia
My Commission Expires 5-6-2024

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

PETITIIONER'S SIGNATURE

404.707.7775
PHONE NUMBER

felipe@proterra.us
EMAIL ADDRESS

Sworn to and subscribed before me this the 22nd Day of October 20 20

NOTARY PUBLIC

JANET JENNINGS
Notary Public, Cobb Co., Georgia
My Commission Expires 5-6-2024

SECTION V **ATTORNEY / AGENT**

Check One: [XX] 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

404 735 2286
PHONE NUMBER

KTCATO@YAHOO.COM
EMAIL ADDRESS

Sworn to and subscribed before me this the
23 Day of October 20 20

NOTARY PUBLIC

DANIEL L ONEAL
NOTARY PUBLIC
CHEROKEE COUNTY, GEORGIA
MY COMMISSION EXPIRES APRIL 17, 2021

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

404.707.7775
PHONE NUMBER

felipe@proterra.us
EMAIL ADDRESS

Sworn to and subscribed before me this the
_____ Day of _____ 20_____

NOTARY PUBLIC

SECTION V ATTORNEY / AGENT

Check One: [XX] 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

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 – 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 feetto 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 65.18to 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.

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

When recorded, mail to:
Carolyn Cato
4919 Flat Shoals Pkwy 107B #182
Decatur, GA 30034
Tax Parcel: 14F-0155-LL-~~060~~ 053

Space above reserved for use by Record's Office

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.

1

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: WILLIAM H COLEMAN NOTARY PUBLIC FORSYTH CO., GEORGIA MY COMMISSION EXPIRES JAN 9 2020

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

Deed Book 59470 Pg 506
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, Georgia

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.

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

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:

1. **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 Thoussand 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.

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

(c) "Inspection Period" shall mean and refer to the period commencing on the Effective Date and ending at 5 p.m. Easterntime 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 Futon, 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, equipement, escrows, rent deposits, leases, together with all options and renewals, documents, records, and any and all otherproperty wehter or not defined, pertaining to the operation of the above referened 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.

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

(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.

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

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").

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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.

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(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.

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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 harmeless of any liability of any future liens or debts that may acquire in the process of obtaining necessary approval by South FultonCounty, 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:

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(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;

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(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

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(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.

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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:

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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

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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

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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

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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

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

PURCHASER:

MDA INVESTMENTS, LLC

By: _____
Name: Marcelo Aragones
Its: member

SELLER:

OTAC DEVELOPMENT GROUP, LLC

By: _____
Name: _____
Its: _____

Authentisign
OTAC DEVELOPMENT GROUP LLC
1/20/2020 11:20:14 AM EST

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

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 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"

AND

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

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:

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 Butner Road, thence Southwest along the Northwest side of Butner 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-LL-060

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

EXHIBIT B

SITE PLAN

(see attached)

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

EXHIBIT C

DUE DILIGENCE MATERIALS

1. Existing survey, if any.

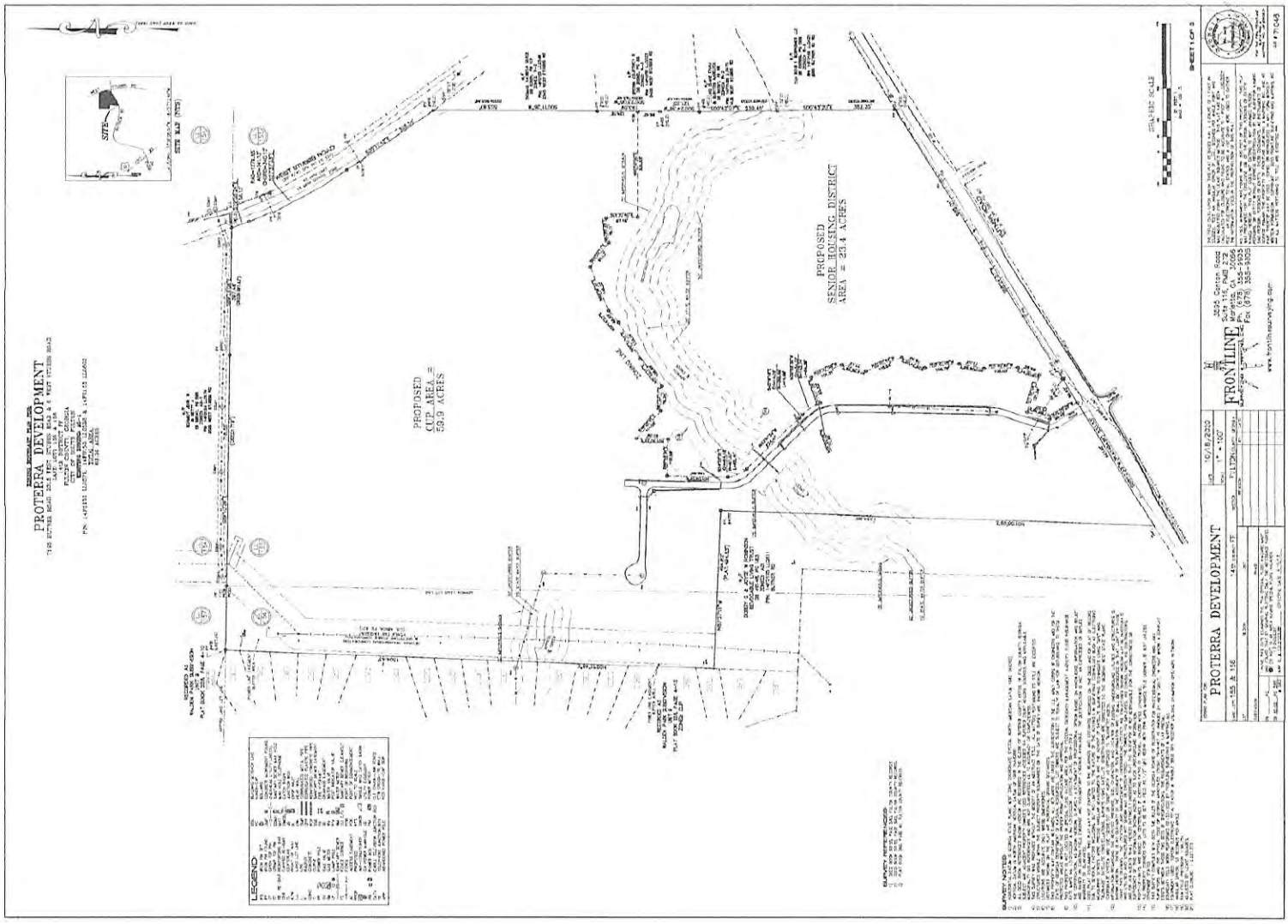
2. Most current Property real estate tax bills, assessments and value renditions.

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

EXHIBIT D

FORM OF LIMITED WARRANTY DEED

(see attached)


PROTERRA DEVELOPMENT
PROPOSED CUP AREA = 59.9 ACRES
PROPOSED SENIOR HOUSING DISTRICT AREA = 28.4 ACRES
LEGEND
FRONTLINE
PROTERRA DEVELOPMENT



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

PROJECT:
REZONING PLAN FOR THE BUTNER RD. PROPERTY
CITY OF SOUTH FULTON, GA

DEVELOPER:
PROTERRA DEVELOPMENT
133 JOHNSON FERRY RD., SUITE 500
MARIETTA, GA 30060
CONTACT: FELIPE CASTELLANOS
PHONE: (404) 707-7775

0 100 200 300
GRAPHIC SCALE 1"=100'
OCTOBER 15, 2020

N

JMD RLA

U.S. Fish and Wildlife Service

National Wetlands Inventory

Butner Road Project



July 20, 2020

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US 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.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper



SINGLE FAMILY DETTACHED 1 2000 SQUARE FEET



SINGLE FAMILY DETTACHED 2 1800 SQUARE FEET



SINGLE FAMILY DETTACHED 3 2400 SQUARE FEET



SINGLE FAMILY ATTACHED 960 SQUARE FEET

proterra development

proterra development llc
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:	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)
DATE:	August 24, 2021
SUBJECT:	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)
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z20-009	Cover Memo	8/20/2021
Z20-009 and CV20-001 SH Withdrawal Ltr	Cover Memo	8/20/2021
Z20-009 and CV20-001 7195 Butner Rd staff report FINAL FOR COUNCIL 7.27.21	Cover Memo	8/20/2021

Z20-009
CV20-001

Rezoning Request and Concurrent Variance 7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd.

City Council Meeting
City of South Fulton
August 24, 2021

Z20-009: 7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd.

- Cases were deferred from the July 27th Council meeting
- Petitioner has requested a withdrawal of these applications in order to submit a revised project plan at a later date
- Staff recommends approval of the request to withdraw

Battle Law, P.C.
Commercial Real Estate & Zoning
www.battlelawpc.com

MICHÈLE L. BATTLE, ESQ.
President

July 12, 2021

VIA EMAIL

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

Re: Z20-009 (SH) – 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 hereby requesting a withdrawal without prejudice of Z20-009 (SH).

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

17.5 acres of land located being at
0 West Stubbs Road & 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 17.5 acres of land being 0 West Stubbs Road, Tax Parcel 14F0155 LL0603 and a portion of 3315 W. Stubbs Road (collectively, the "Subject Property") for the development of 70 Active Adult Senior Housing 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 Senior Housing (SH), at density of 5.0 units per acre. The following is a list of the unit types that will be offered within the senior community:

Unit Type	Unit Size
1-Story Ranch units	Minimum 1,600 sq. ft.
1-Story Ranch with Bonus Room	Minimum 1,950 sq. ft.
2-Story Unit	Minimum 2,700 sq. ft.

Under the SH Zoning District all of the units will be age restrict to 62 years or older. The Applicant is Applicant is simultaneously seeking a concurrent variance to reduce the restrict age for the community to 55 and older.

This document is submitted both as a Letter of Intent and the Impact Analysis regarding this Application, and a preservation of the Applicant's constitutional rights. A surveyed plat and site plan of the Subject Property has been filed contemporaneously with the Application, along with other required materials.

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 adjacent to property zoned R3. Additionally, the Subject Property is in a community surrounded by develops rezoned CUP for the development of residential homes. The proposed project will provide for much need market rate senior housing, with multiple product type options.

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

The proposed rezoning to SH will not adversely affect the existing use or usability of adjacent or nearby property. The proposed rezoning will support the surrounding residential communities by provide housing specifically for seniors that will allow seniors to stay near their family and friends in accommodations that meet their needs, while allowing new families to move in to surrounding housing stock.

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, there has been no offers made to the current owner to purchase the property for large lot subdivision development.

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?

The rezoning and proposed use will have a minimum impact on the existing streets. A traffic study has been submitted with this Application which supports this position. The proposed development and rezoning will have no impact on transportation facilities, utilities and schools in the area.

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 SH 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 need for this type of housing must be allowed to push up the density. 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. It is highly desirable, and must have a diversity of housing product, including senior housing, that allows for seniors to move into homes that may better suit their needs, while staying within their community. This will also allow for new family to relocate into the area into existing homes. Also, this is a perfect opportunity for re-adaptive use of an old 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. JUSTIFICATION FOR CONCURRENT VARIANCE

The Applicant is seeking a Concurrent Variance to reduce the age restriction for the units from 62 years of age to 55 years of age. The proposed development is for a market rate Active Adult Community. The mass majority of market rate Adult Active Living Communities across the Metro Atlanta area are age restricted to 55 and older. For this development to be able to compete within this highly competitive market, the Applicant cannot be held to 62 years and older, as it will significantly impact the viability of the project. Additionally, the majority of 62 and older communities are affordable units built in an apartment configuration. This is not the Applicant's market. The Applicant is seeking to develop market rate for sale units. The Applicant is proposing that the granting of the variance be conditioned on the following:

- **All occupants** of the community's units must be a minimum of 55 years of age or older.
- The community must publish and comply with policies and procedures that demonstrate they intend to operate as "55 and older" housing.
- The community must comply with HUD's requirements for age verification of residents.

IV. 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

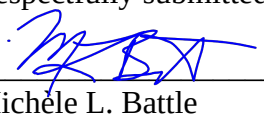
be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth 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,



Michele L. Battle
Attorney For Applicant

PROPOSED CONDITIONS FOR PROTERRA SH

Revised 1.25.2021

1. The use of the Subject Property shall be used for the development of no more than 80 senior cottages 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 1,100 sq. ft.

3. The units shall be 100% occupied by persons who are 55 years of age or older. Agreements, covenants, declarations and other contracts which govern the use, maintenance, and protection of the development among its owners' areas shall be part of the official zoning file, and changes thereto shall have no force and effect until a copy has been provided to the Director of Community Development and Regulatory Affairs. The development shall have a mandatory agreement, covenant or contractual requirement that all sales or transfers of the property to subsequent owners shall be subject to the 100% occupancy requirement by residents aged 55 or older.

4. 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.

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.

7. No more than 1 exit/entrance shall be located on Butner Road.

8. No lot shall be allowed direct access from Butner Road

9. Each unit shall have at a minimum a 1-car garage

10. Exterior facades shall consist of a combination of materials, including, hardiplank, brick, stone, stucco, fiber cementitious shingles, board and batten, or other masonry material. The use of vinyl and aluminum siding shall be strictly prohibited, except for architectural trim, soffits, or other similar details).

11. 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.

12. A subdivision monument sign shall be located at the entrance on Butner Road and shall be landscaped and maintained by the mandatory homeowner's association.

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: **Z20-009 and CV20-001 for 7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd**

MEETING DATE: July 27, 2021

Applicant seeks to rezone from **AG-1 (Agricultural) to SH (Senior Housing).**

Additionally, there is a concurrent variance to this case for a variance on the senior age requirement from 62 to 55.

STAFF RECOMMENDATION: Approval of the request to withdraw

PLANNING COMMISSION RECOMMENDATION: Denial on both

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:	Developer of property; intent is to rezone for a mixed senior housing 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:	17.50 acres out 83.3 total
Current/Past Use of the Property:	Undeveloped
Prior Zoning Cases/History:	None
Surrounding Zoning:	North: CUP and AG-1 South: CUP and AG-1 East: CUP, AG-1, and R-3 West: CUP and AG-1
2035 Future Land Use Designation:	Character Type: Rural Neighborhood Land Uses: 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 Zonings: R-2A, CUP, NUP, SH
Compatibility to the Fulton County 2035 Comprehensive Plan:	Yes, and the proposed density is within the guidelines allowed in SH zoning.
Overlay District:	Cliftondale
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 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 senior housing residential development. The property is in a residential area, surrounded by subdivisions. The housing type that is proposed are all single family, cottage style, standalone residences. There is no rental or multifamily component.

   The proposed variance allows for a change in the age limits of the senior housing development from 62 to 55. This will allow for a greater diversity of residents and provide for a larger potential audience for these homes.

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 in style to what has already been built in the area. It would fit in appropriately and would not affect any existing use. Additionally, it will provide a needed housing type in South Fulton.

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.

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. 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. The SH zoning is listed in the Future Land Use Map for the area. Additionally, the petitioner is asking for a density of no more than 70 units, which is within the density guidelines for the area when zoned SH.

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 of both the zoning request and the concurrent variance. This development is highly suitable for the area, would be an improvement to the site, and would provide a housing type that is in particular need in the City of South Fulton. The proposed density is in line with the Future Land Use Plan recommendations.

Additionally, the variance in age from 62 to 55 would help ensure the commercial success of this project.

Should Council approve, we recommend the proposed attached conditions be accepted, with the exception that the following language from the Zoning ordinance be applied to all staggers: "Site to be required to have staggered front setbacks of 5 feet (minimum) for detached single-family dwellings with the exception that reductions in this requirement may apply on cul-de-sacs and curved streets at the discretion of the City Engineer."

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

7.19.21 Petitioner has requested to withdraw this application in order to resubmit a new proposal at a later time. Staff recommends approval of this request.

PLANNING COMMISSION RECOMMENDATION

At the January 19, 2021 Planning Commission meeting, the board recommended Denial on both cases.

PREPARED BY: Nathan Mai-Lombardo, Planning and Zoning Administrator

REVIEWED BY: Shayla Reed, Director, CDRA

PROPOSED CONDITIONS FOR PROTERRA SH

Revised 4.5.2021

1. The use of the Subject Property shall be used for the development of no more than 70 senior cottages 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 dimensional requirements:

1-story ranch units:	1,600 sq. ft.
2-story units:	2,700 sq. ft.

3. The units shall be 100% occupied by persons who are 55 years of age or older. Agreements, covenants, declarations, and other contracts which govern the use, maintenance, and protection of the development among its owners' areas shall be part of the official zoning file, and changes thereto shall have no force and effect until a copy has been provided to the Director of Community Development and Regulatory Affairs. The development shall have a mandatory agreement, covenant or contractual requirement that all sales or transfers of the property to subsequent owners shall be subject to the 100% occupancy requirement by residents aged 55 or older.

4. 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.

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, bocce ball court, dog park and walking trails.

6. A 50ft undisturbed buffer shall be maintained along Butner Road.

7. No more than 1 exit/entrance shall be located on Butner Road.

8. No lot shall be allowed direct access from Butner Road

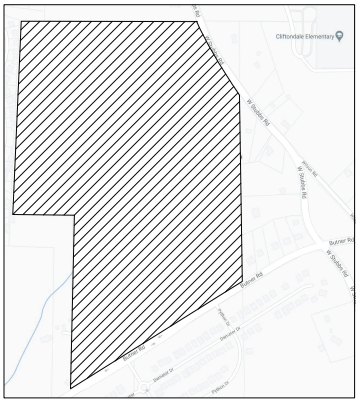
9. Each unit shall have at 2-car garage

10. Exterior facades shall consist of a combination of materials, including, hardiplank, brick, stone, stucco, fiber cementitious shingles, board and batten, or other masonry material. The use of vinyl and aluminum siding shall be strictly prohibited, except for architectural trim, soffits, or other similar details).

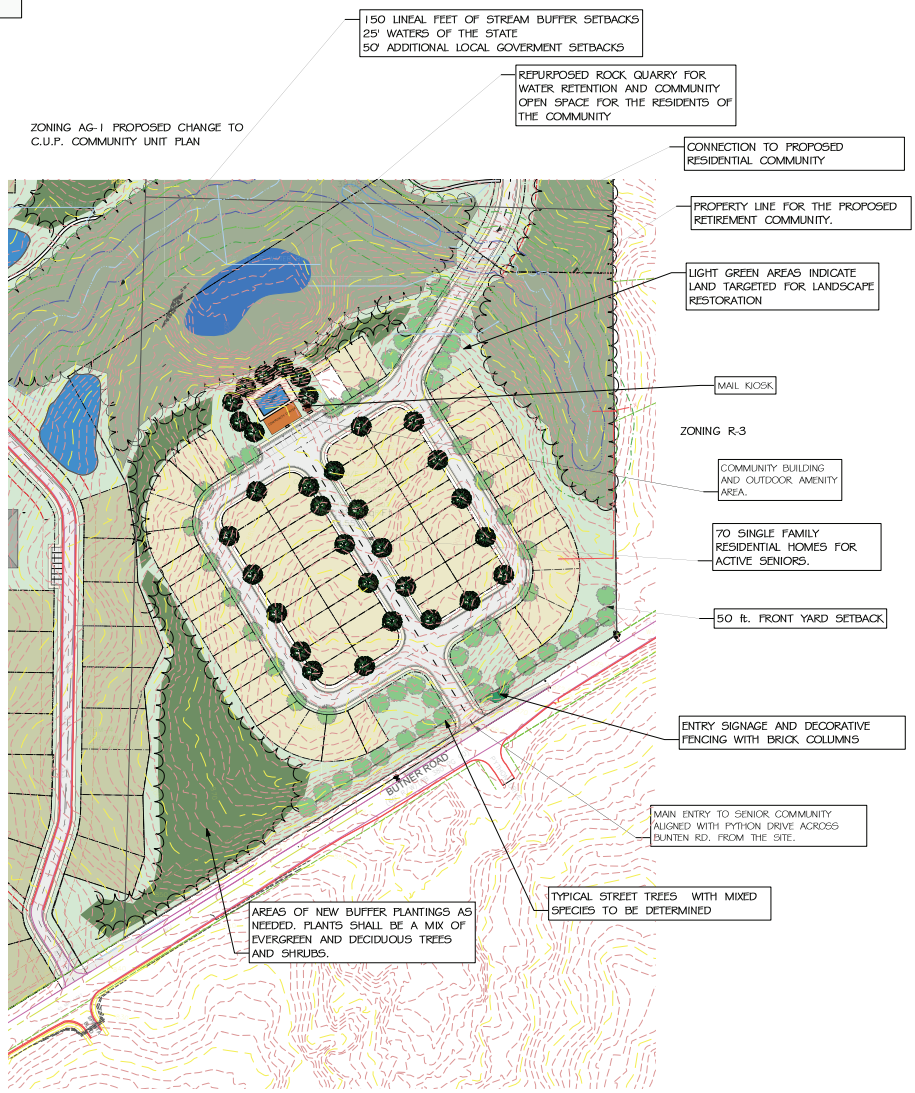
11. All undisturbed buffers, recreational areas, and other unbuildable spaces that is not a part of a platted lot, shall be owned and maintained by a mandatory homeowner's association, whose proposed documents of incorporation shall be submitted to the Director of the

Community Development Department for review and approval prior to the recording of the first final plat.

12. A subdivision monument sign shall be located at the entrance on Butner Road and shall be landscaped and maintained by the mandatory homeowner's association.



SITE LOCATION MAP
NTS



LAND USE INFORMATION

TOTAL SITE AREA----------17.5 ACRES
CURRENT ZONING----------AG-1

PROPOSED ZONING & DENSITY

SENIOR HOUSING DISTRICT AREA------17.5 ACRES
THE DISTRICT WILL HAVE A TOTAL OF 70 SINGLE FAMILY DETACHED HOUSES.
THERE IS ALSO A COMMUNUNITY BUILDING WITH POOL FOR RESIDENT USE
PROPOSED DENSITY OF THE COMMUNITY IS 4.0 UNITS/ACRE

LP-2 BUTNER RD. SENIOR HOUSING CONCEPT
Scale: 1" = 100'-0"

DEVELOPER:
PROTERRA DEVELOPMENT
133 JOHNSON FERRY RD., SUITE 500
MARIETTA, GA 30060
CONTACT: FELIPE CASTELLANOS
PHONE: (404) 707-7775

PROJECT:
REZONING PLAN FOR THE BUTNER RD. PROPERTY
CITY OF SOUTH FULTON, GA

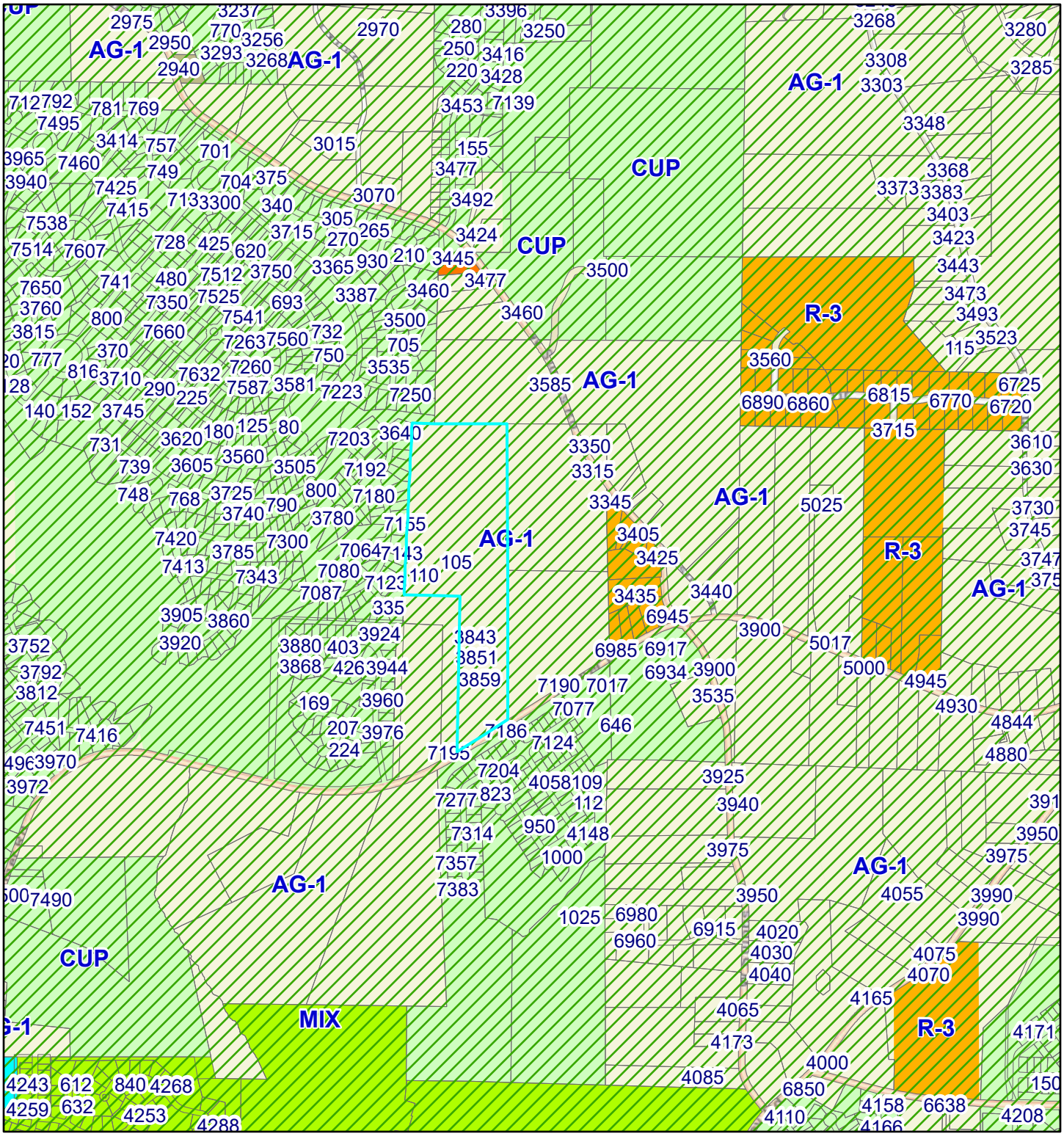
STATE OF GEORGIA JON M. DAVIS REGISTERED LANDSCAPE ARCHITECT

0 100 200 300
GRAPHIC SCALE 1"=100'
FEBRUARY 8, 2021

N

JMD RLA
JON M. DAVIS, RLA
LANDSCAPE ARCHITECTS/LAND PLANNERS
2355 MUIRFIELD WAY
DULUTH, GA 30096
PHONE 678-427-8928
EMAIL jonmdavisrla@comcast.net

COSF ArcGIS Web Map



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

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

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)

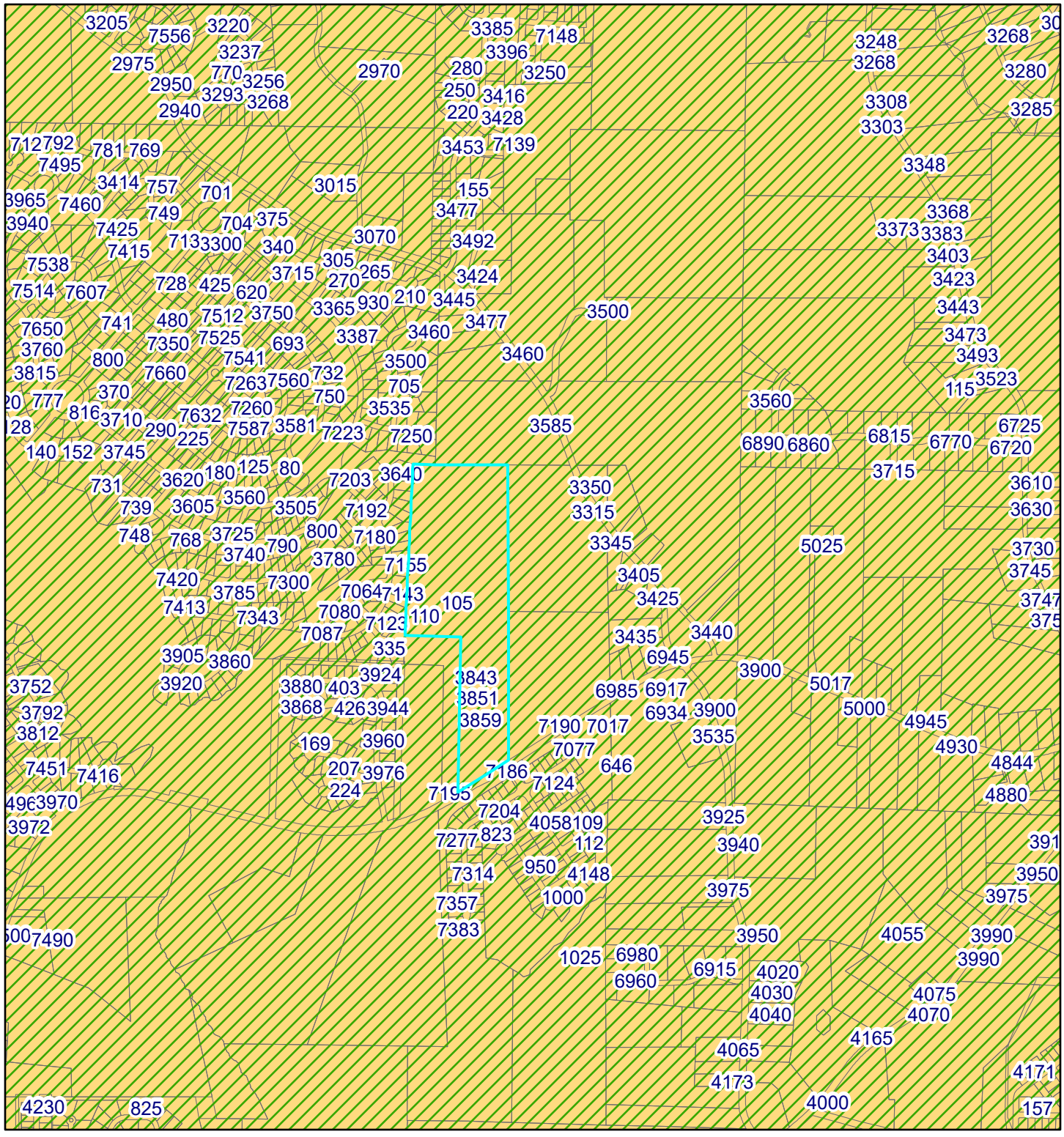
R-4 (Single Family Dwelling)

TR (Townhouse Residential)

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

COSF ArcGIS Web Map



3/22/2021, 2:27:06 PM

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Address Points

Overlay Districts

County Parcels All

City Limits

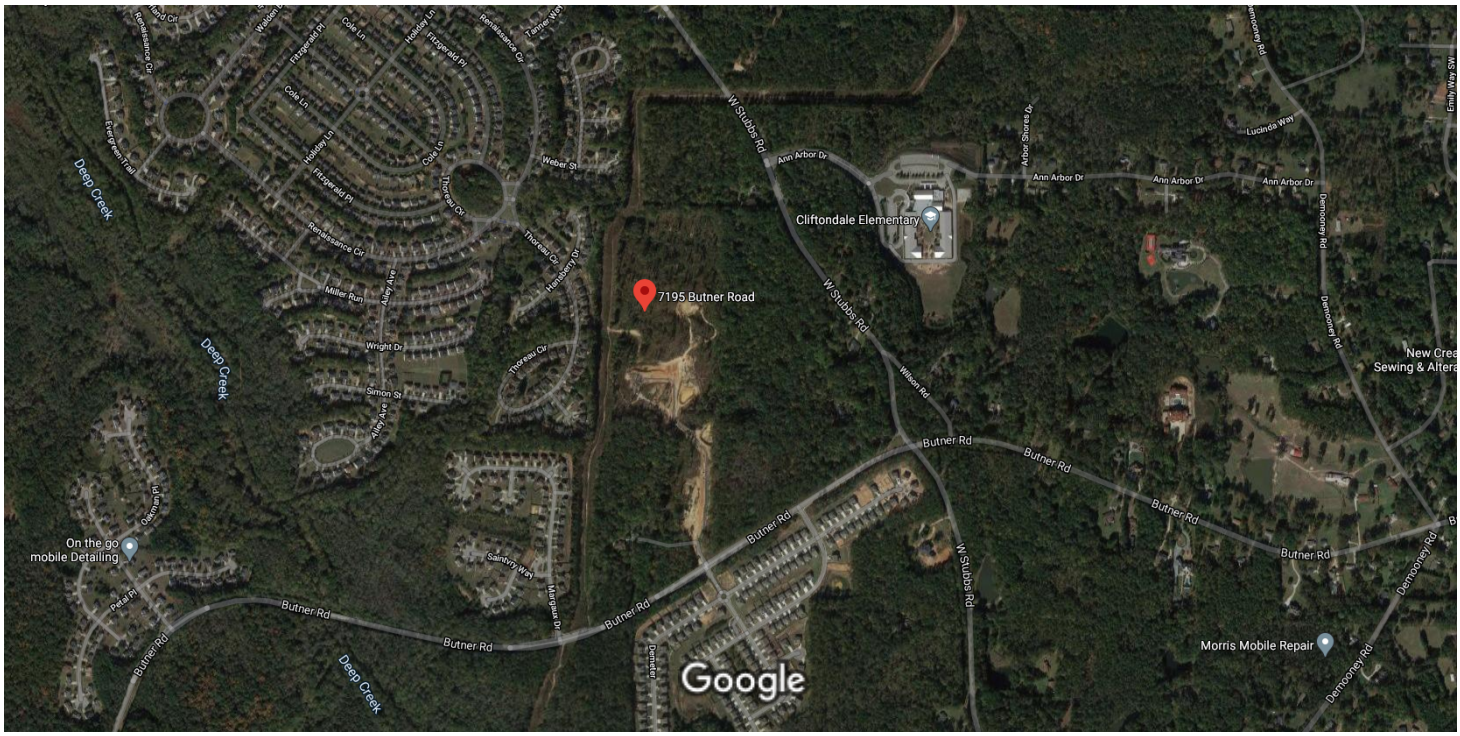
2035 Future Land Use

Rural Neighborhood

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

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



(5) Agreements, covenants, declarations and other contracts which govern the use, maintenance, and protection of a CUP development among its owners' areas shall be part of the official zoning file.

(6) Multi-family units shall not exceed 25% of the total number of dwelling units in a CUP.

404.04 NUP Neighborhood Unit Plan District.

The requirements for a development plan in Sec. 404.03(a) above shall apply to the NUP zoning district.

404.05 MIX Mixed Use District.

(a) A minimum of 20% of the total site area shall be common outdoor area and shall be maintained by the property owner(s).

(b) All components are required to be interconnected with pedestrian paths constructed of either colored/textured materials or conventional sidewalk materials and clearly identified.

(c) Off-street parking as required by Article 6 may be reduced, and shared parking among uses may be allowed upon approval by City Council in the conditions of zoning.

(d) No more than 25% of the total floor area of a building may be devoted to storage.

404.06 A-L Apartment Limited Dwelling District.

An outdoor area consisting of not less than 10% of the gross land area shall be provided for recreation.

404.07 SH Senior Housing District.

(a) Development plan.

The requirements for a development plan in Sec. 404.03(a) above shall apply to the SH zoning district.

(b) Maximum density. See table below for requirements.

Table 4-2 SH Maximum Allowed Densities

Comprehensive Plan Suggested Densities	SH Zoning District Maximum Density (units per acre)
Agricultural, forestry and mining	3
Residential - 1 unit/acre or less	3
Residential - 1 to 2 units per acre	4
Residential - 2 to 3 units per acre	5
Residential - 3 to 5 units per acre	7
Residential - 5 to 8 units per acre	10
Residential - 8 to 12 units per acre	14
Residential - 12 to 20 units per acre	20
Retail service and commercial	7
Office	7
Live work—Neighborhood (residential up to 5 units per acre)	7
Live work—Community (residential up to 9 units per acre)	11

Table 4-2 SH Maximum Allowed Densities

Comprehensive Plan Suggested Densities	SH Zoning District Maximum Density (units per acre)
Live work—Regional (residential plus 9 units per acre)	11
Community facilities	7
Institutional uses	7

(c) Minimum heated floor area. See table below for requirements.

Table 4-3 SH Minimum Heated Floor Area Requirements

Dwelling Unit Type	Minimum Heated Floor Area (square feet)
Single-family detached	1,100
Two-family	900
Triplex	900
Quadraplex	900
Townhouse	900
Multi-family (efficiency or studio)	600
Multi-family (1 or 2 bedrooms)	750

(d) Minimum interior setbacks when one building per lot.

(1) Minimum front yard: 20 feet from right-of-way.

(2) Minimum side yard:

a. 7 feet adjacent to interior lot line, except that up to a 7-foot encroachment and maintenance easement may be provided on adjacent parcels, in combination with or in lieu of a side yard, such that a minimum building separation of 14 feet is maintained.

b. 0 feet if units are attached, for example, townhouses on separate lots of record.

c. 15 feet adjacent to street.

(3) Minimum rear yard: 25 feet.

(e) Other minimum standards.

(1) Setbacks and roof lines shall be varied by at least 2 feet so that no more than three adjoining dwelling units within a single building shall have the same front setback or roof line.

(2) Common outdoor area consisting of not less than 150 square feet per unit shall be provided for recreation in all developments.

(3) Land area proposed for open space or recreation shall be allocated among the use areas in proportion to the ratio of a neighborhood's population to the total SH population so that acreage devoted to open space is reasonably accessible to all residents.

(4) A minimum 600 square foot heated and cooled community center with kitchen and media center facilities shall be provided. If there is a management office associated with the development, the community center may be located within the confines of that office.

(5) Senior housing shall be 100% occupied by persons who are 62 years of age or older which shall be verified per Housing and Urban Development (HUD) regulations regarding verification of occupancy.

(6) Agreements, covenants, declarations and other contracts which govern the use, maintenance, and protection of a SH development among its owners' areas shall be part of the official zoning file, and changes thereto shall have no force and effect until a copy has been provided to the Director of Community Development and Regulatory Affairs. All SH developments shall have a mandatory agreement, covenant or contractual requirement that all sales or transfers of the property to subsequent owners shall be subject to the 100% occupancy requirement by residents aged 62 or older.

(7) Parking spaces shall be calculated as 1.4 spaces per dwelling unit.

(8) No parking shall be allowed in the minimum front yard setback.

(9) SH developments must be served by public water and sewer.

(10) All SH developments shall provide a minimum 25-foot wide natural, undisturbed buffer with a 10-foot improvement setback or a minimum 6-foot high earthen berm planted to landscape strip standards, with a maximum slope of 3 to 1 or combination thereof around the perimeter of the property. Said buffer and improvement setback or berm shall not be part of any residentially platted lot.

(11) All areas which are not part of an individual lot and are held in common shall be accessible via dedicated roadways, easements, sidewalks, etc. and shall be maintained by a mandatory homeowners association, whose proposed documents of incorporation shall be submitted to the Director of Community Development and Regulatory Affairs for review and approval prior to the recording of the first final plat.

(12) Facility shall comply with all applicable local, state, and federal regulations and copies of any applicable permits shall be provided to the Department of Community Development and Regulatory Affairs prior to the issuance of a certificate of occupancy.

(13) Projects are required to incorporate Easy Living and applicable accessibility standards (as administered and copyrighted by a coalition of Georgia citizens including AARP of Georgia, Atlanta Regional Commission, Concrete Change, Georgia Department of Community Affairs, Governor's Council on Developmental Disabilities, Home Builders Association of Georgia, Shepherd Center and the Statewide Independent Living Council of Georgia).

404.08 MHP Manufactured Home Park District.

(a) Application.

Applications for rezoning to MHP shall, in addition to the required submittal routinely required by the Community Development and Regulatory Affairs Department, be supported by:

(1) A copy of the rules and regulations of the proposed manufactured home park.

(2) A copy of any proposed covenants.

Battle Law, P.C.
Commercial Real Estate & Zoning
www.battlelawpc.com

MICHÈLE L. BATTLE, ESQ.
President

March 17, 2021

VIA EMAIL

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

Re: Z20-009 (SH) – 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 Z20-009 (SH) to show no more than 70 homes at a density of 4.0 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

17.5 acres of land located being at
0 West Stubbs Road & 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 17.5 acres of land being 0 West Stubbs Road, Tax Parcel 14F0155 LL0603 and a portion of 3315 W. Stubbs Road (collectively, the "Subject Property") for the development of 70 Active Adult Senior Housing 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 Senior Housing (SH), at density of 4.0 units per acre. The following is a list of the unit types that will be offered within the senior community:

Unit Type	Unit Size
1-Story Ranch units	Minimum 1,600 sq. ft.
1-Story Ranch with Bonus Room	Minimum 1,950 sq. ft.
2-Story Unit	Minimum 2,700 sq. ft.

Under the SH Zoning District all of the units will be age restrict to 62 years or older. The Applicant is Applicant is simultaneously seeking a concurrent variance to reduce the restrict age for the community to 55 and older.

This document is submitted both as a Letter of Intent and the Impact Analysis regarding this Application, and a preservation of the Applicant's constitutional rights. A surveyed plat and site plan of the Subject Property has been filed contemporaneously with the Application, along with other required materials.

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 adjacent to property zoned R3. Additionally, the Subject Property is in a community surrounded by develops rezoned CUP for the development of residential homes. The proposed project will provide for much need market rate senior housing, with multiple product type options.

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

The proposed rezoning to SH will not adversely affect the existing use or usability of adjacent or nearby property. The proposed rezoning will support the surrounding residential communities by provide housing specifically for seniors that will allow seniors to stay near their family and friends in accommodations that meet their needs, while allowing new families to move in to surrounding housing stock.

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, there has been no offers made to the current owner to purchase the property for large lot subdivision development.

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?

The rezoning and proposed use will have a minimum impact on the existing streets. A traffic study has been submitted with this Application which supports this position. The proposed development and rezoning will have no impact on transportation facilities, utilities and schools in the area.

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 SH 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 need for this type of housing must be allowed to push up the density. 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. It is highly desirable, and must have a diversity of housing product, including senior housing, that allows for seniors to move into homes that may better suit their needs, while staying within their community. This will also allow for new family to relocate into the area into existing homes. Also, this is a perfect opportunity for re-adaptive use of an old 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. JUSTIFICATION FOR CONCURRENT VARIANCE

The Applicant is seeking a Concurrent Variance to reduce the age restriction for the units from 62 years of age to 55 years of age. The proposed development is for a market rate Active Adult Community. The mass majority of market rate Adult Active Living Communities across the Metro Atlanta area are age restricted to 55 and older. For this development to be able to compete within this highly competitive market, the Applicant cannot be held to 62 years and older, as it will significantly impact the viability of the project. Additionally, the majority of 62 and older communities are affordable units built in an apartment configuration. This is not the Applicant's market. The Applicant is seeking to develop market rate for sale units. The Applicant is proposing that the granting of the variance be conditioned on the following:

- **All occupants** of the community's units must be a minimum of 55 years of age or older.
- The community must publish and comply with policies and procedures that demonstrate they intend to operate as "55 and older" housing.
- The community must comply with HUD's requirements for age verification of residents.

IV. 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

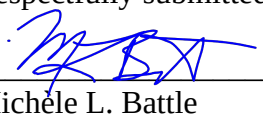
be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth 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,



Michele L. Battle
Attorney For Applicant

PROPOSED CONDITIONS FOR PROTERRA SH

Revised 3.17.2021

1. The use of the Subject Property shall be used for the development of no more than 70 senior cottages 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: 1,600 sq. ft.
   2-story units: 2,700 sq. ft.

3. The units shall be 100% occupied by persons who are 55 years of age or older. Agreements, covenants, declarations and other contracts which govern the use, maintenance, and protection of the development among its owners' areas shall be part of the official zoning file, and changes thereto shall have no force and effect until a copy has been provided to the Director of Community Development and Regulatory Affairs. The development shall have a mandatory agreement, covenant or contractual requirement that all sales or transfers of the property to subsequent owners shall be subject to the 100% occupancy requirement by residents aged 55 or older.

4. 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.

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.

7. No more than 1 exit/entrance shall be located on Butner Road.

8. No lot shall be allowed direct access from Butner Road

9. Each unit shall have at 2-car garage

10. Exterior facades shall consist of a combination of materials, including, hardiplank, brick, stone, stucco, fiber cementitious shingles, board and batten, or other masonry material. The use of vinyl and aluminum siding shall be strictly prohibited, except for architectural trim, soffits, or other similar details).

11. 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.

12. A subdivision monument sign shall be located at the entrance on Butner Road and shall be landscaped and maintained by the mandatory homeowner's association.

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/meeting/register/tZwvdeqtpzwsE9VRHnszsux6nmUy27XCqPtk

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 -LL-053-8 (3315 West Stubbs Rd); and 14F0155-LL-060-3 (0 West Stubbs Rd)

SECTION I REZONING REQUEST

Office use only:
ZONING CASE #: _____ ROAD FRONTAGE: _____

PROPERTY ADDRESS (if available): 3315 West Stubbs Road and 0 West Stubbs Road

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

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:

a) If you are the sole owner of the property and not the petitioner complete Part 1.
b) If you are the petitioner and not the sole owner of the property complete Part 2.
c) If you are the sole owner and petitioner complete Part 1.
d) 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

404.707.7775
PHONE NUMBER

Sworn to and subscribed before me this the
22nd Day of October 2020
NOTARY PUBLIC

JANET JENNINGS
Notary Public, Cobb Co., Georgia
My Commission Expires 5-6-2024

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

PETITIIONER'S SIGNATURE

felipe@proterra.us
EMAIL ADDRESS

404.707.7775
PHONE NUMBER

Sworn to and subscribed before me this the
22nd Day of October 2020
NOTARY PUBLIC

JANET JENNINGS
Notary Public, Cobb Co., Georgia
My Commission Expires 5-6-2024

SECTION V ATTORNEY / AGENT

Check One: [XX] 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

KTCATO@YAHOO.COM
EMAIL ADDRESS

404 735 2286
PHONE NUMBER

Sworn to and subscribed before me this the

23 Day of October 20 20

NOTARY PUBLIC

DANIEL L ONEAL NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 17, 2021

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").**

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ADDRESS

Marietta, GA 30060
CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

felipe@proterra.us
EMAIL ADDRESS

404.707.7775
PHONE NUMBER

Sworn to and subscribed before me this the

_____ Day of _____ 20_____

NOTARY PUBLIC

SECTION V ATTORNEY / AGENT

Check One: [XX] Attorney [____] Agent

Michele L. Battle
TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

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NOTARY PUBLIC

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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 404.707.7775
PHONE NUMBER

felipe@proterra.us
EMAIL ADDRESS

Sworn to and subscribed before me this the

23rd Day of October 2020

NOTARY PUBLIC

JANET JENNINGS
Notary Public, Cobb Co., Georgia
My Commission Expires 5-6-2024

SECTION V ATTORNEY / AGENT

Check One: [XX] 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 PROGRAM

The Public Participation Program consists of a two-part process designed to enhance dialogue between applicants and communities which may be impacted by a proposed development.

Part 1 of the process is the Public Participation Plan (Form D) which is required with all rezoning and/or use permit applications. The plan must be filed simultaneously with the application and implemented before the first public hearing. The minimum standards for the plan are as follows:

- Identification of all property owners within a quarter mile of the site and area homeowners' associations, environmentally stressed communities, political jurisdictions, and any other public agencies or organizations which may be affected by an application as determined by the applicant and the current planner at the time of the pre-application review

- Explanation of how interested parties will be informed of rezoning/use permit applications

- Methods for providing opportunities for discussion with interested parties before public hearings are held. Applicants are required to schedule at least one meeting at a convenient location and time and notify all interested parties, as identified above of the purpose, place and time of the meeting.

- Applicant's schedule for completion of the Public Participation Plan

Part 2 of the Public Participation Program is the Public Participation Report (Form E) which is due per the attached schedule. The minimum standards for the Report are as follows:

- Provide a list of all parties that were contacted, the methods of notification that were used, and copies of all notification letters.

- Provide dates and locations of all community and/or other meetings that were attended by the applicant to discuss an application. (Attach meeting notices, letters, etc.)

- Provide the number of people who participated in meetings held to discuss an application. (Attach sign-in sheets)

- A summary of concerns and issues expressed by interested parties.

- A summary of the applicant's response to concerns and issues.

- Certified receipt for each address that was mailed from the ¼ mile list provided by Staff.

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.

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Proterra Development LLC Petition No. _____

Date: _____

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.

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

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;

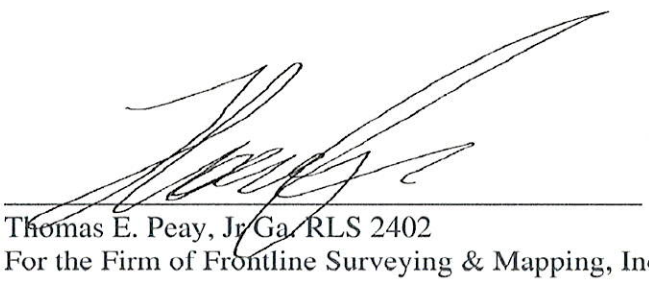
THENCE proceed N 90-00-00 W a distance of 330.83 feet to a point;
THENCE proceed N 01-10-40 W a distance of 97.16 feet to a point;
THENCE proceed S 83-35-29 W a distance of 76.11 feet to a point;
THENCE proceed N 53-02-11 W a distance of: 95.13 feet to a point;
THENCE proceed S 66-59-23 W a distance 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

When recorded, mail to:
Carolyn Cato
4919 Flat Shoals Pkwy 107B #182
Decatur, GA 30034
Tax Parcel: 14F-0155-LL-~~060~~ 053

Space above reserved for use by Record's Office

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.

1

Deed Book 50155 Pg 583
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Dated: 6/10/11

Signature of Grantor

Kelvin Cato
Name of Grantor

Rutherford King
Signature of Witness #1 Printed Name of Witness #1

George B. Wright GEORGE B. WRIGHT
Signature of Witness #2 Printed Name of Witness #2

State of Georgia County of Dekalb
On June 10, 2011, the Grantor Kelvin Cato,
personally came before me and, being duly sworn, did state and prove that he/she is the person described in the above document and that he/she signed the above document in my presence.

Notary Signature

Notary Public,
In and for the County of Dekalb State of Georgia
My commission expires: May 26, 2015 Seal

Lasonya Shawnell Cato
Notary Public
DeKalb County, Georgia
My Comm. Expires
05/26/2015

Send all tax statements to Grantee.

2

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=5925570&key1=50155&key2=580&county=60&countyname=FULTON&userid=251358&... 3/3
City of South Fulton I August 24, 2021

Vesting Deed -
@ West Stubbs Rd

Deed Book 50155 Pg 580
Filed and Recorded Jun-22-2011 04:17pm
2011-0163341
Real Estate Transfer Tax $0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Recording requested by: Carolyn Cato

When recorded, mail to:
Carolyn Cato
4919 Flat Shoals Pkwy 107B #182
Decatur, GA 30034
Tax Parcel: 14F-0155-LL-060

Space above reserved for use by Record's Office

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 0 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:

TO FINDTHE 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 Butner Road, thence Southwest along the Northwest side of Butner 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-LL-060

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.

Deed Book 50155 Pg 581
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Dated: 6-10-11

Signature of Grantor

Kelvin Cato
Name of Grantor

Rutherford King — Rutherford King
Signature of Witness #1 — Printed Name of Witness #1

George B. Wright — GEORGE B. WRIGHT
Signature of Witness #2 — Printed Name of Witness #2

State of Georgia County of Dekalb
On June 10, 2011, the Grantor Kelvin Cato,
personally came before me and, being duly sworn, did state and prove that he/she is the person described in the above document and that he/she signed the above document in my presence.

Notary Signature

Notary Public,
In and for the County of Dekalb State of Georgia
My commission expires: May 26, 2015 Seal

Leonnya Shannah Cato
Notary Public
DeKalb County, Georgia
My Comm. Expires
05/26/2015

Send all tax statements to Grantee.

2

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=5925570&key1=50155&key2=580&county=60&countyname=FULTON&userid=251358&... 1/3
City of South Fulton I August 24, 2021

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

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:

1. **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 Thoussand 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.

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(c) "Inspection Period" shall mean and refer to the period commencing on the Effective Date and ending at 5 p.m. Easterntime 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 Futon, 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, equipement, escrows, rent deposits, leases, together with all options and renewals, documents, records, and any and all otherproperty wehter or not defined, pertaining to the operation of the above referened 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.

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(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.

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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").

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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 CP1 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.

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(xii) 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.

(xiii) 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.

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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 CPF and issuance of a land disturbance permit by the City of South South Fulton, and (ii) to hold harmeless of any liability of any future liens or debts that may acquire in the process of obtaining necessary approval by South FultonCounty, 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:

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(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;

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(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

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(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.

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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:

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

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

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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

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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

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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

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

PURCHASER:

MDA INVESTMENTS, LLC

By: _____
Name: Marcelo Argimendi
Its: member

SELLER:

OTAC DEVELOPMENT GROUP, LLC

Authentisign
OTAC DEVELOPMENT GROUP LLC
1/26/2020 11:26:14 AM EST

By: _____
Name: _____
Its: _____

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

(see attached)

All that certain 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 old 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 14 minutes 31 seconds East, 393.69 feet to an iron pin found; thence South 00 degrees 08 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 15 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

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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 15 minutes 00 seconds West, 1301.25 feet to an iron pin set and the TRUE POINT OF BEGINNING; running thence South 89 degrees 15 minutes 00 seconds East of 707.31 feet to an iron pin set, South 00 degrees 30 minutes 11 seconds East of 121.43 feet to an iron pin found; thence S 03 degrees 35 minutes 21 seconds East of 239.57 feet to an iron pin found; thence S 01 degrees 09 minutes 48 seconds East of 360.38 feet to an iron pin found on the northwest side of Butner Road; thence South 60 degrees along the Northwest side of Butner Road, 985.47 feet to an iron pin found, thence North 00 degrees 15 minutes 00 seconds East, 1398.29 feet to an iron pin set and the point of beginning.

Parcel ID Number: 14F015511 3060

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88880E914

EXHIBIT B

SITE PLAN

(see attached)

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D86880E914

EXHIBIT C

DUE DILIGENCE MATERIALS

1. Existing survey, if any.

2. Most current Property real estate tax bills, assessments and value renditions.

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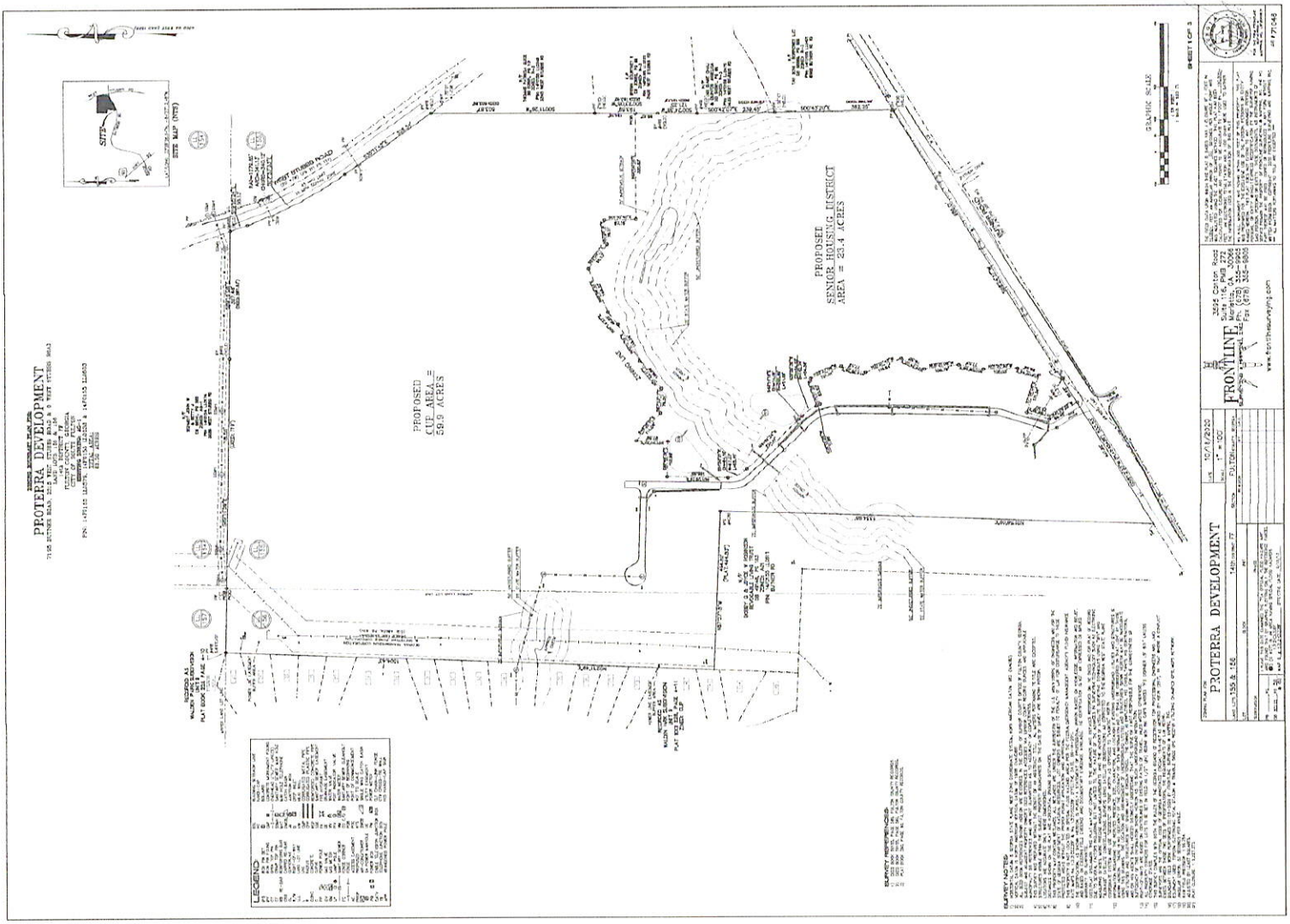
EXHIBIT D

FORM OF LIMITED WARRANTY DEED

(see attached)


PROTERRA DEVELOPMENT
PROPOSED
CUE AREA =
59.9 ACRES
PROPOSED
SENIOR HOUSING DISTRICT
AREA = 23.4 ACRES
FRONTLINE
PROTERRA DEVELOPMENT
LEGEND
SURVEY REFERENCES
SURVEY NOTES



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

PROJECT:
REZONING PLAN FOR THE BUTNER RD PROPERTY
CITY OF SOUTH FULTON, GA

DEVELOPER:
PROTERRA DEVELOPMENT
133 JOHNSON FERRY RD., SUITE 500
MARIETTA, GA 30060
CONTACT: FELIPE CASTELLANOS
PHONE: (404) 707-7775

0 100 200 300
GRAPHIC SCALE 1"=100'
OCTOBER 15, 2020

JMD RLA

U.S. Fish and Wildlife Service

National Wetlands Inventory

Butner Road Project



July 20, 2020

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US 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.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper



SINGLE FAMILY DETTACHED 1 2000 SQUARE FEET



SINGLE FAMILY DETTACHED 2 1800 SQUARE FEET



SINGLE FAMILY DETTACHED 3 2400 SQUARE FEET



SINGLE FAMILY ATTACHED 960 SQUARE FEET

proterra development

proterra development llc

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:	CV20-001: Council to consider a concurrent variance on the senior age requirement from 62 to 55. Companion legislation with Z20-009 (DISTRICT 2)
DATE:	August 24, 2021
SUBJECT:	CV20-001: Council to consider a concurrent variance on the senior age requirement from 62 to 55. Companion legislation with Z20-009 (DISTRICT 2)
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z20-009 and CV20-001 SH Withdrawal Ltr	Cover Memo	8/20/2021

Battle Law, P.C.
Commercial Real Estate & Zoning
www.battlelawpc.com

MICHÈLE L. BATTLE, ESQ.
President

July 12, 2021

VIA EMAIL

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

Re: Z20-009 (SH) – 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 hereby requesting a withdrawal without prejudice of Z20-009 (SH).

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

17.5 acres of land located being at
0 West Stubbs Road & 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 17.5 acres of land being 0 West Stubbs Road, Tax Parcel 14F0155 LL0603 and a portion of 3315 W. Stubbs Road (collectively, the "Subject Property") for the development of 70 Active Adult Senior Housing 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 Senior Housing (SH), at density of 5.0 units per acre. The following is a list of the unit types that will be offered within the senior community:

Unit Type	Unit Size
1-Story Ranch units	Minimum 1,600 sq. ft.
1-Story Ranch with Bonus Room	Minimum 1,950 sq. ft.
2-Story Unit	Minimum 2,700 sq. ft.

Under the SH Zoning District all of the units will be age restrict to 62 years or older. The Applicant is Applicant is simultaneously seeking a concurrent variance to reduce the restrict age for the community to 55 and older.

This document is submitted both as a Letter of Intent and the Impact Analysis regarding this Application, and a preservation of the Applicant's constitutional rights. A surveyed plat and site plan of the Subject Property has been filed contemporaneously with the Application, along with other required materials.

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 adjacent to property zoned R3. Additionally, the Subject Property is in a community surrounded by develops rezoned CUP for the development of residential homes. The proposed project will provide for much need market rate senior housing, with multiple product type options.

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

The proposed rezoning to SH will not adversely affect the existing use or usability of adjacent or nearby property. The proposed rezoning will support the surrounding residential communities by provide housing specifically for seniors that will allow seniors to stay near their family and friends in accommodations that meet their needs, while allowing new families to move in to surrounding housing stock.

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, there has been no offers made to the current owner to purchase the property for large lot subdivision development.

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?

The rezoning and proposed use will have a minimum impact on the existing streets. A traffic study has been submitted with this Application which supports this position. The proposed development and rezoning will have no impact on transportation facilities, utilities and schools in the area.

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 SH 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 need for this type of housing must be allowed to push up the density. 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. It is highly desirable, and must have a diversity of housing product, including senior housing, that allows for seniors to move into homes that may better suit their needs, while staying within their community. This will also allow for new family to relocate into the area into existing homes. Also, this is a perfect opportunity for re-adaptive use of an old 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. JUSTIFICATION FOR CONCURRENT VARIANCE

The Applicant is seeking a Concurrent Variance to reduce the age restriction for the units from 62 years of age to 55 years of age. The proposed development is for a market rate Active Adult Community. The mass majority of market rate Adult Active Living Communities across the Metro Atlanta area are age restricted to 55 and older. For this development to be able to compete within this highly competitive market, the Applicant cannot be held to 62 years and older, as it will significantly impact the viability of the project. Additionally, the majority of 62 and older communities are affordable units built in an apartment configuration. This is not the Applicant's market. The Applicant is seeking to develop market rate for sale units. The Applicant is proposing that the granting of the variance be conditioned on the following:

- **All occupants** of the community's units must be a minimum of 55 years of age or older.
- The community must publish and comply with policies and procedures that demonstrate they intend to operate as "55 and older" housing.
- The community must comply with HUD's requirements for age verification of residents.

IV. 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

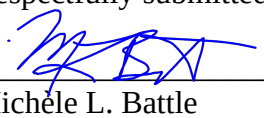
be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth 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,



Michele L. Battle
Attorney For Applicant

PROPOSED CONDITIONS FOR PROTERRA SH

Revised 1.25.2021

1. The use of the Subject Property shall be used for the development of no more than 80 senior cottages 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 1,100 sq. ft.

3. The units shall be 100% occupied by persons who are 55 years of age or older. Agreements, covenants, declarations and other contracts which govern the use, maintenance, and protection of the development among its owners' areas shall be part of the official zoning file, and changes thereto shall have no force and effect until a copy has been provided to the Director of Community Development and Regulatory Affairs. The development shall have a mandatory agreement, covenant or contractual requirement that all sales or transfers of the property to subsequent owners shall be subject to the 100% occupancy requirement by residents aged 55 or older.

4. 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.

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.

7. No more than 1 exit/entrance shall be located on Butner Road.

8. No lot shall be allowed direct access from Butner Road

9. Each unit shall have at a minimum a 1-car garage

10. Exterior facades shall consist of a combination of materials, including, hardiplank, brick, stone, stucco, fiber cementitious shingles, board and batten, or other masonry material. The use of vinyl and aluminum siding shall be strictly prohibited, except for architectural trim, soffits, or other similar details).

11. 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.

12. A subdivision monument sign shall be located at the entrance on Butner Road and shall be landscaped and maintained by the mandatory homeowner's association.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Z21-002: Council to consider a rezoning at 0 Campbell Drive for the purpose of constructing a warehouse (DISTRICT 3)
DATE:	August 24, 2021
SUBJECT:	Z21-002: Council to consider a rezoning at 0 Campbell Drive for the purpose of constructing a warehouse (DISTRICT 3)
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z21-002	Cover Memo	8/20/2021
Z21-002 Hardie Campbell Drive Withdrawal Request COSF	Cover Memo	8/20/2021
Z21-002 0 Campbell drive staff report FINAL FOR COUNCIL 8.24.21	Cover Memo	8/20/2021

Z21-002

Rezoning Request
o Campbell Dr.

City Council Meeting
City of South Fulton
August 24, 2021

Z21-002: 0 Campbell Dr.

- Case was deferred from the July 27th Council meeting
- Petitioner has requested a withdrawal of this application in order to submit a revised project plan at a later date
- Staff recommends approval of the request to withdraw

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339
WWW.WBILEGAL.COM

LAUREN M. CLAYTON

lclayton@wbilegal.com
DIRECT DIAL: (770) 803-1028

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

August 6, 2021

Ms. Shayla Reed, Director *VIA EMAIL*
Community Development and Regulatory Affairs
5440 Fulton Industrial Blvd.
Atlanta, GA 30336

RE: Rezoning Request for Z-21-002

Dear Ms. Reed:

Pursuant to Section 803.04 of the City of South Fulton Zoning Ordinance, please accept this letter as formal written request for withdrawal of the above-referenced zoning application.

We are seeking withdrawal of this application to expand our community outreach efforts and explore potential modifications to the site plan submitted with the application.

Sincerely,

WILSON BROCK & IRBY, L.L.C.

Lauren M Clayton

LMC
cc: Vincent Hyman (via email)
Nathan Mai-Lombardo (via email)
Marissa Jackson (via email)
Corey Adams (via email)

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: **Z21-002 for 0 Campbell Dr.**

MEETING DATE: August 24, 2021

Applicant seeks to rezone from **AG-1 (Agricultural) to M-2 (Industrial)**

STAFF RECOMMENDATION: Approval of the request to withdraw

PLANNING COMMISSION RECOMMENDATION: Denial

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Hardie Real Estate Group 2870 Peachtree Road, Suite 721 Atlanta, GA
Status of Applicant:	Property Owner; intent is to rezone prior to development into a warehouse complex in conjunction with property located in East Point
City Council District(s):	District 3
Parcel ID Number:	13 0033 LL0096
Area of Property:	5 Acres
Current/Past Use of the Property:	Undeveloped
Prior Zoning Cases/History:	None
Surrounding Zoning:	North: None (Union City) South: None (Union City) East: AG-1 West: None (Union City)
2035 Future Land Use Designation:	Character Type: Suburban Neighborhood Land Uses: Residential 2 to 3 Units per acre, Open Space, Public, Semi-Public and Institutional Zonings: R-3, R-3A, R-4A, CUP, NUP
Compatibility to the Fulton County 2035 Comprehensive Plan:	No
Overlay District:	None
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: Roosevelt Highway Classification: Minor Arterial, State

Public Transit: MARTA bus service runs on Roosevelt Highway

Bike/Pedestrian Access: No sidewalk or bicycle lanes

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

MAPS

City of South Fulton Zoning and Aerial Map:

(see attached)

Proposed Site Plan:

(see attached)

PUBLIC PARTICIPATION

A virtual meeting was held February 10th via Zoom. The report is attached. The community will also have additional communication with the District 3 Councilmember.

Note: the East Point City Council had also been presented with a rezoning petition for this case. The Council approved the rezoning with conditions. Those conditions are 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. This proposal is for a rezoning in order to construct a warehouse complex. This property is surrounded on three sides by parcel located in East Point; the majority of the development will be in the adjacent municipality.

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

   No. The proposed development is mostly in East Point, and the property is surrounded on three sides by property in the adjacent municipality. The development will be sufficiently buffered against other property in South Fulton. It will have no direct road access in South Fulton.

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

No. The property is zoned Agricultural and is surrounded by industrial property in East Point.

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. It will have no direct street access in South Fulton.

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

   No. This proposal conflicts with the current land use plan.

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 development is maintaining significant green space, and the truck traffic on the site is directed away from, and not adjacent to, South Fulton residential areas.

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: 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

Denial. In this case, even though the property is surrounded by industrial property in the adjacent municipality, this proposal goes against the Future Land Use Map of the City of South Fulton. It is the policy of the City of South Fulton to maintain compliance with the Future Land Use Map in all cases so that the desired growth patterns of the Comprehensive Plan can be maintained.

8.6.21: Petitioner has submitted a request to withdraw this petition with the intent to bring the proposal back at a later date. Staff recommends approval of this request.

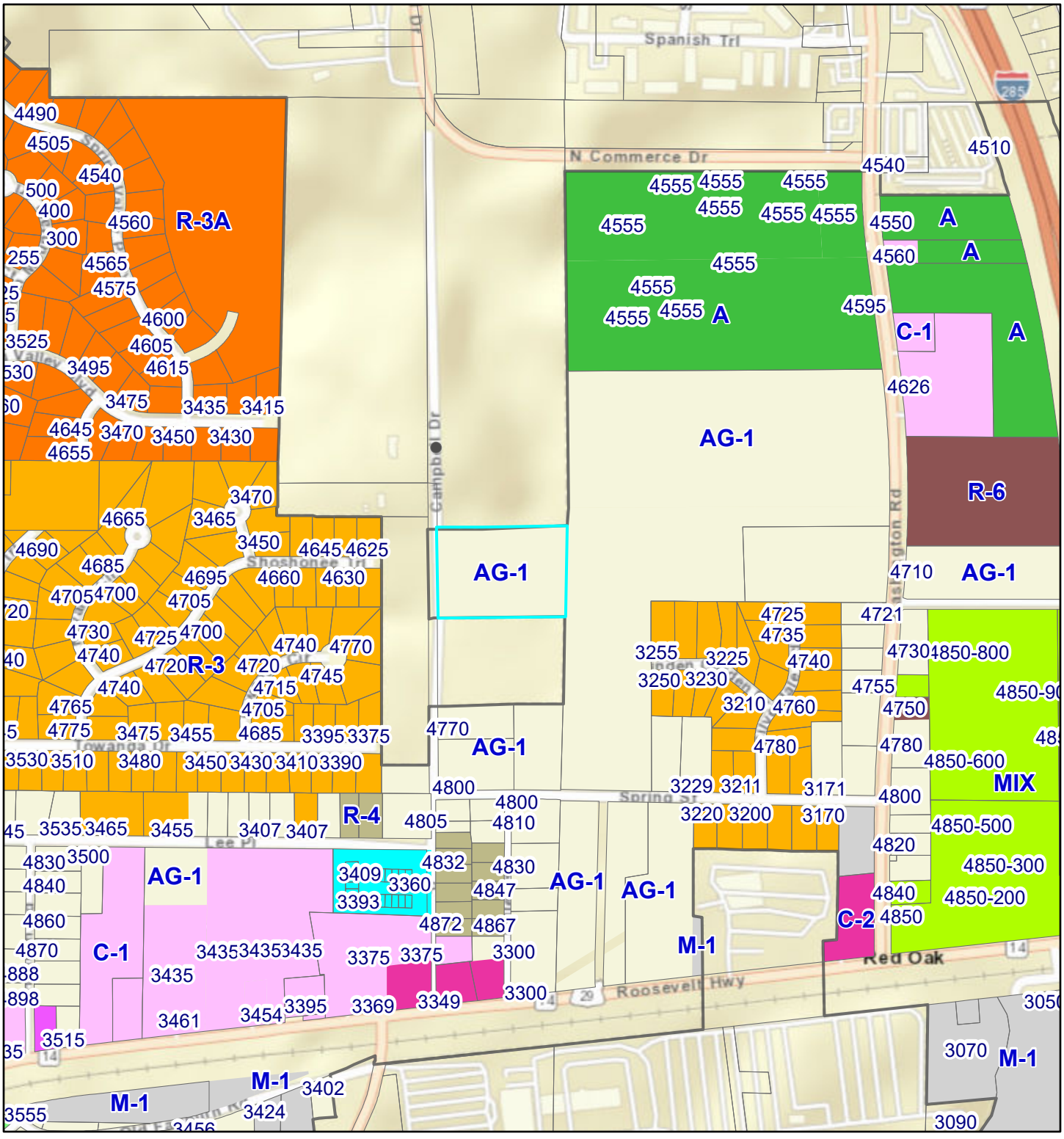
PLANNING COMMISSION RECOMMENDATION

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

PREPARED BY: Nathan Mai-Lombardo, Planning and Zoning Administrator

REVIEWED BY: Shayla Reed, Director, CDRA

COSF ArcGIS Web Map



2/8/2021, 1:38:31 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Address Points

County Parcels All

City Limits

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-3A (Single Family Dwelling)

R-4 (Single Family Dwelling)

R-6 (Single Family Dwelling)

SUB-C (Single Family Dwelling)

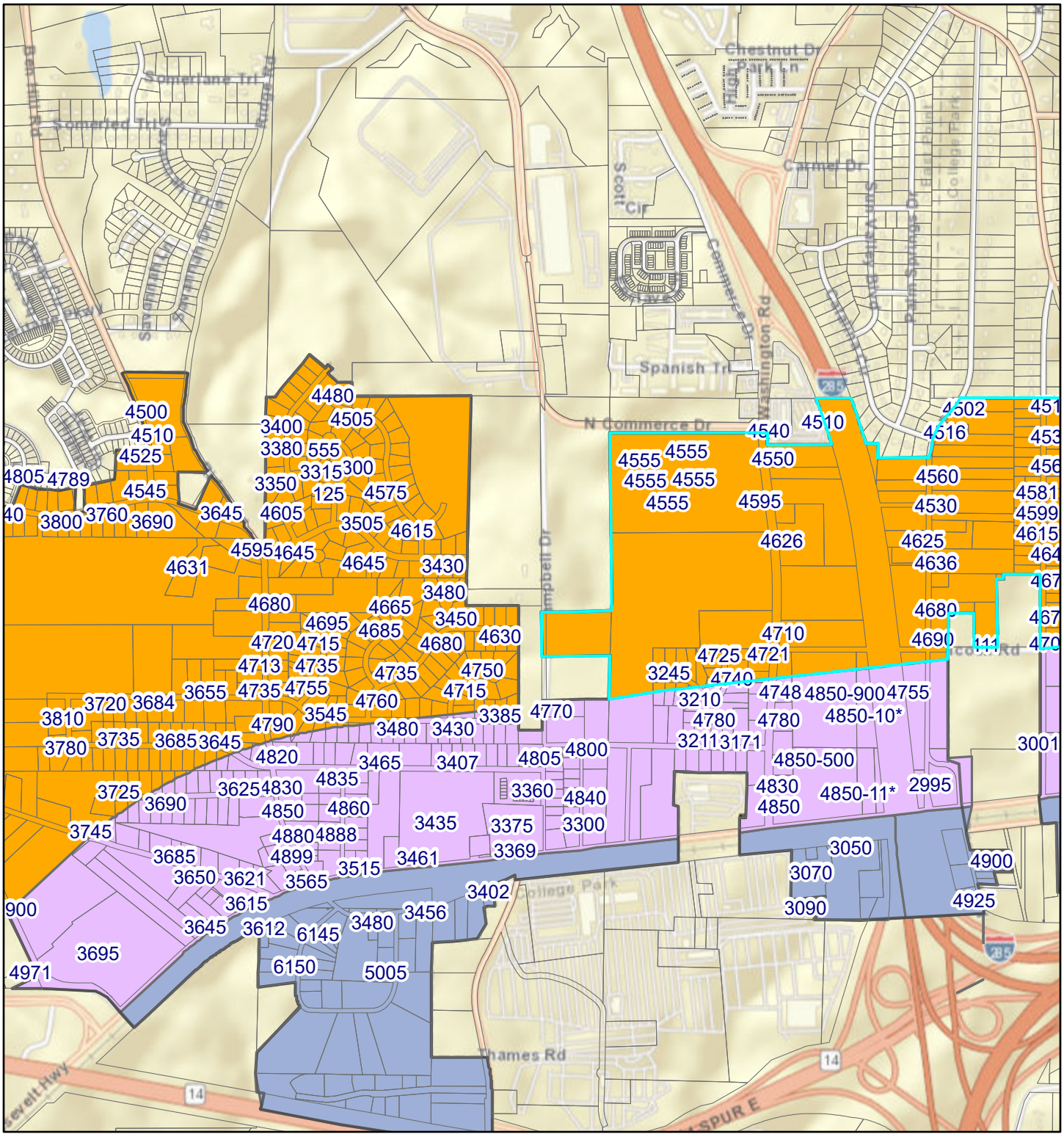
TR (Townhouse Residential)

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

Web AppBuilder for ArcGIS

City of South Fulton, GA

COSF ArcGIS Web Map



3/5/2021, 8:42:03 AM

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Address Points

County Parcels All

City Limits

2035 Future Land Use

Business Park

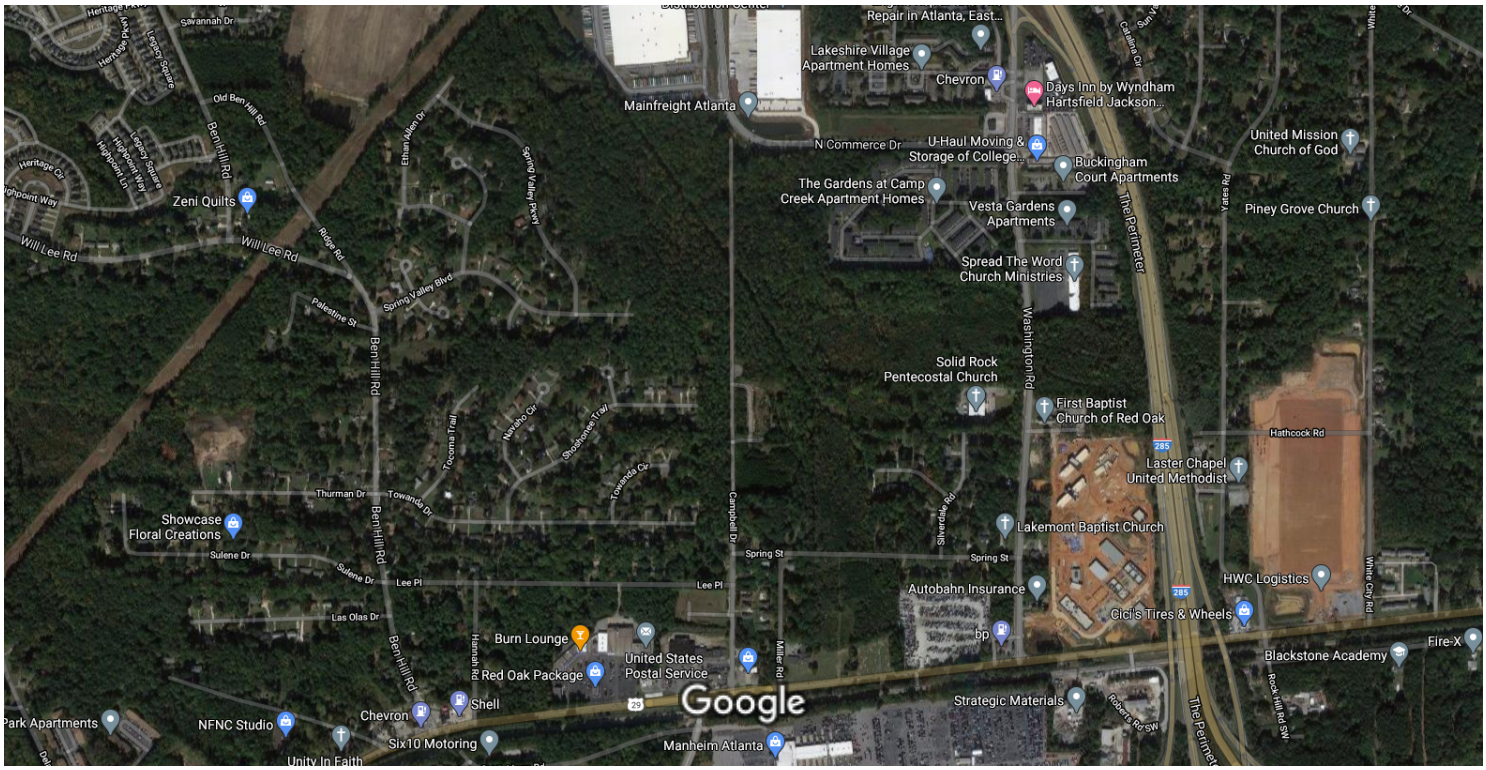
Community Live Work

Suburban Neighborhood

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

Google Maps



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 500 ft

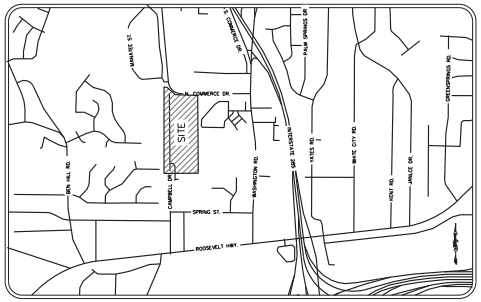


FEMA MAP

N.T.S.

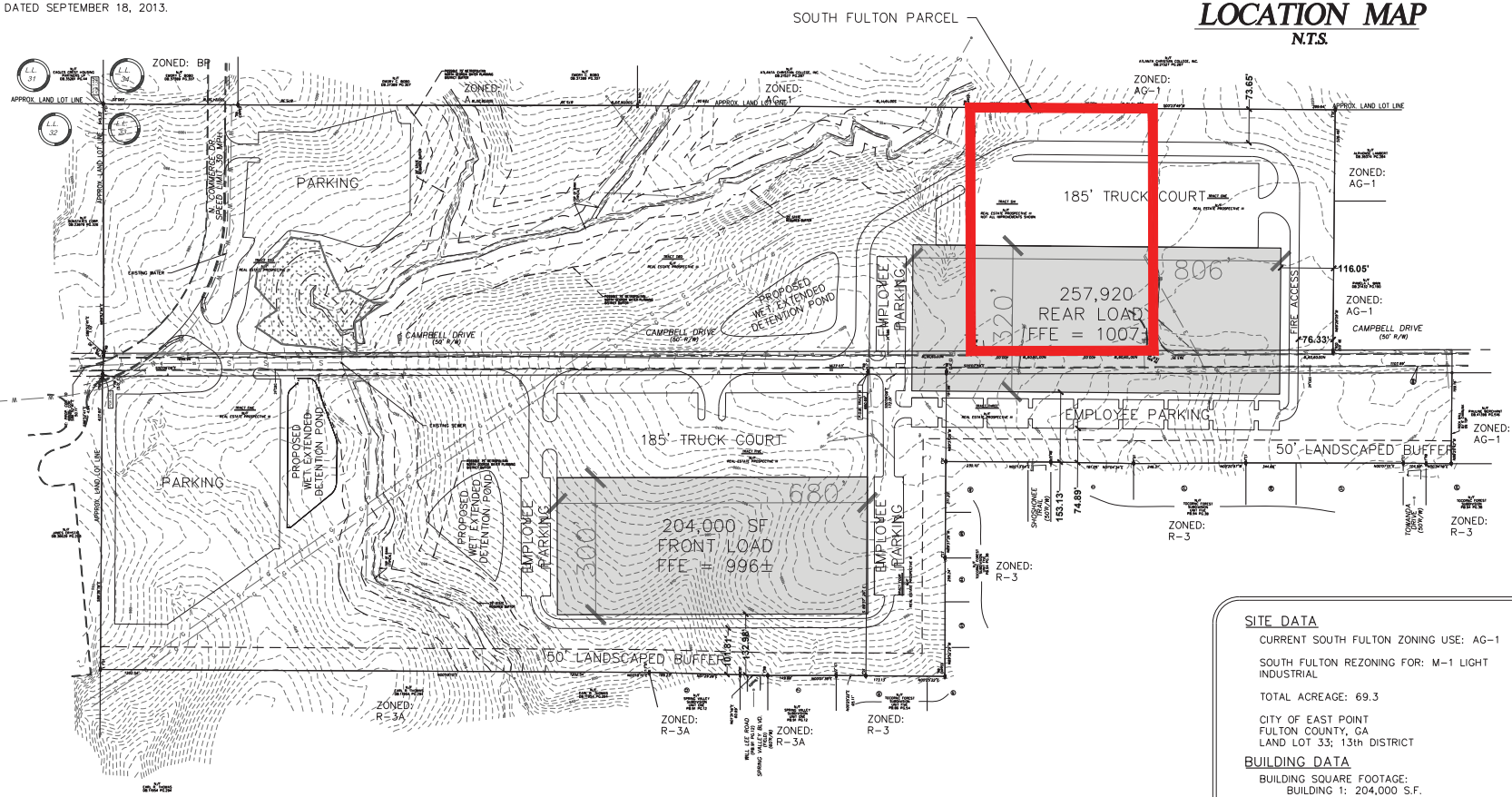
NO PORTION OF THIS PROPERTY LIES IN THE FLOOD HAZARD ZONE AE AS PER THE FULTON COUNTY F.I.R.M. NO. 13121C0363F DATED SEPTEMBER 18, 2013.

ACCORDING TO THE NATIONAL WETLANDS INVENTORY, NO OTHER STREAMS OR WETLANDS ARE SHOWN EXCEPT FOR WHAT IS SHOWN ON THIS SITE PLAN.



LOCATION MAP

N.T.S.



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

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SITE DATA

CURRENT SOUTH FULTON ZONING USE: AG-1

SOUTH FULTON REZONING FOR: M-1 LIGHT INDUSTRIAL

TOTAL ACREAGE: 69.3

CITY OF EAST POINT
FULTON COUNTY, GA
LAND LOT 33; 13th DISTRICT

BUILDING DATA

BUILDING SQUARE FOOTAGE:
BUILDING 1: 204,000 S.F.
BUILDING 2: 257,920 S.F.
TOTAL: 461,920 S.F.

PARKING DATA

REQUIRED PARKING
WAREHOUSING AND STORAGE: 1 PER 2,000 SF
TOTAL: 231 SPACES

PARKING PROVIDED
322 TOTAL SPACES

EBERLY & ASSOCIATES
TEL 770.452.7849 FAX 770.452.0086
1852 CENTURY PLACE, SUITE 202
ATLANTA, GEORGIA 30345
WWW.EBERLY.NET
LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

PROJECT: HREG NORTH COMMERCE ROAD SITE

REVISIONS:

SOUTH FULTON ZONING EXHIBIT

SCALE: 1"= 100'
DATE: 02/21/21
DRAWN BY: T. PATEL
PROJECT MANAGER: W. REED
QA/QC CHECK:

PROJECT NO. 20-085

SHEET NO. C3.0

City of South Fulton | August 24, 2021
Page 233 of 916

051222\GAXATL044028OrthoSectorTile1.jpg

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C:\Users\wreed\AppData\Local\Temp\AcPublish_1664\20-085 BASE.dwg January 21, 2021



REZONING SITE PLAN

NORTH COMMERCE ROAD
CITY OF EAST POINT, GEORGIA

REVISIONS

CIVIL ENGINEER
EBERLY & ASSOCIATES, INC.
2951 FLOWERS ROAD SOUTH
SUITE 119
ATLANTA, GEORGIA 30341

CONTACT: WILLIAM GREER, P.E.
(678)287-4720

TEL 770.452.7849 FAX 770.452.0086
2951 FLOWERS ROAD SOUTH, SUITE 119
ATLANTA, GEORGIA 30341
WWW.EBERLY.NET

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

E&A EBERLY & ASSOCIATES

From: Lauren Clayton
To: Nathan Mai-Lombardo
Subject: FW: Campbell Drive Conditions and Cleveland Avenue
Date: Wednesday, June 23, 2021 9:45:09 AM
Attachments: image001.png

Hi Nathan,

Please see the final zoning conditions for the Campbell Drive rezoning in East Point. Let me know if you want to discuss. Thank you!

Lauren M. Clayton
WILSON BROCK & IRBY, L.L.C.
: Suite 700, Overlook I, 2849 Paces Ferry Road, Atlanta, GA 30339
: Main: 404-853-5050 | Cell: 404-313-6592| Fax: 404-853-1812
: lclayton@wbilegal.com

From: Kimberly Smith <ksmith@EastPointCity.org>
Sent: Tuesday, June 22, 2021 10:06 PM
To: Lauren Clayton <LClayton@wbilegal.com>
Cc: Anthony Alston <aalston@EastPointCity.org>
Subject: RE: Campbell Drive Conditions and Cleveland Avenue

Campbell Conditions Approved at last nights meeting.

Staff recommends **APPROVAL with the following conditions**:

1. Applicant must provide a site plan showing 50' undisturbed natural vegetative buffer on all or any residential parcels along the western boundary of the site to protect residents from negative impacts that a distribution facility may create.
2. Project must adhere to design guidelines as specified in Sec. 10-2078 of Zoning Ordinance
3. Property Owner shall be restricted from any tractor trailer parking or loading along the western boundary of the site adjacent to any residential lots to protect residents from tractor trailer activity.
4. Indicate number of tractor trailer parking spaces and loading bays on site plan.
5. Project must utilize downcast lighting.
6. The site shall be limited to no more than two warehouse facilities

7. The total amount of warehouse square footage for both warehouses on the site shall not exceed 461,920 sf
8. There shall be no ingress and egress to the site on the south end of the site at Campbell Drive except any required access for Public Safety personnel
9. Submit landscaping plan showing at least two rows of Leland Cypress trees, a minimum of 5 gallon trees in size, staggered on center, the length of the property line along the site adjacent to residential lot as approved by the City of East Point during the plan review and permitting phase of the development. The trees shall have an installation and watering plan to be reviewed and approved by staff (PCD and arborist).

ANNOUNCEMENT ** Effective Immediately NOW ONLINE PAYMENTS AVAILABLE!!!!!! Click Here**

*****NEW ALL ONLINE PERMITTING SUBMITTALS*** No more Paper, Email or Postal Service Mail-In PERMIT Applications!!!**

Instructions for "NEW" *All Online* Zoning, Plan Review, Permitting, Inspection, Open Records Requests. NOW ONLINE PAYMENT Requests.

Please use the appropriate link below to register with our *New All Online* software company, BS&A.

City of East Point's BS&A-Online Links:

Direct Link to Municipal Home: https://bsaonline.com/?uid=2757

Apply for Planning, Zoning or Plan Review Process: https://bsaonline.com/Account/LogOn?ReturnUrl=%2fCD_PzeProcessApplication%2fApplyForPzeProcess&uid=2757

Contractor Account Creation: https://bsaonline.com/Contractors/?uid=2757

Apply for Permit (Homeowner*): https://bsaonline.com/DirectUrl/Cd_PermitApplication/2757

Apply for Permit (Contractor): https://bsaonline.com/DirectUrl/Cd_PermitApplicationContractor/2757

Schedule Inspection: https://bsaonline.com/DirectUrl/Cd_InspectionRequest/2757

Schedule Inspection (Contractor): https://bsaonline.com/DirectUrl/Cd_InspectionRequestContractor/2757

NEW….Online Payment is available by going to: https://bsaonline.com/OnlinePayment/OnlinePaymentSearch/?PaymentApplicationType=7&uid=2757 or Click Here. You will need to reference the permit number on the invoice. If you are not able to make the payment online due to error or

whatever reason, send invoice with payments made payable to the "City of East Point" are only in the form of business check, money order or cashier's check via mail, FedEx, or UPS sent to:
Permits
Planning and Community Development
2757 East Point Street
East Point, GA 30344

If or when you are asked for a Webpin, please email permits@eastpointcity.org with the Business Name, online Username and we will reply with a pin.

Kimberly Smith, MCP
Director

Department of Planning & Community Development
Direct: (404) 669-4322 | Mobile (404) 764-7409| Email: ksmith@eastpointcity.org
"PC+D Motto and Vision 2020 and Beyond" **CC+EE+I**
COURTEOUS + COORDINATION + EFFICIENT + EFFECTIVE + INNOVATION!

From: Lauren Clayton <LClayton@wbilegal.com>
Sent: Tuesday, June 22, 2021 6:06 PM
To: Kimberly Smith <ksmith@EastPointCity.org>
Cc: Anthony Alston <aalston@EastPointCity.org>
Subject: Campbell Drive Conditions and Cleveland Avenue

Greetings,

Would you please send me a copy of the conditions from last night? The planning staff in South Fulton would like to review them. Thank you!

Also, I've been retained by someone who would like to redevelop a commercial lot near the Walmart on Cleveland. I think they have spoken with you before – they are wondering if we could schedule a meeting with you all to discuss (they mentioned something about concept review meetings on Thursdays). Can we set something up? Thanks!

Best,

Lauren M. Clayton

WILSON BROCK & IRBY, L.L.C.

📠: Suite 700, Overlook I, 2849 Paces Ferry Road, Atlanta, GA 30339

☎: Main: 404-853-5050 | Cell: 404-313-6592 | Fax: 404-853-1812

✉: lclayton@wbilegal.com

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PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Hardie Real Estate Group, LLC Petition No. Z-21-002

Date: February 11, 2021

1. **The following parties were notified of the requested rezoning/use permit:**
Notices were sent pursuant to the staff -provided address list regarding the nature of the application and the date/time of a zoom meeting hosted by applicant. See attached.

We also advised the District Councilperson of the meeting.

2. **The following meetings were held regarding this petition: (Include the date, time, and meeting location.)**
A zoom meeting was held on February 11, 2021 at 6pm via zoom. Additionally, citizens who attended the zoom meeting but wanted a little more understanding about location and site layout will be attending a site walk on February 12, 2021 with the applicant.

3. **The following issues and concerns were expressed:**
Participants expressed the usual concerns that come with new distribution facilities - trucks on residential streets, noise, light, view of the buildings. There was a lot of concern about the potential future opening of Campbell Drive for truck and vehicular traffic to the site. Property value also came up.

4. **The applicant's response to issues and concerns was as follows:**
Emphasized building orientation and careful site design to avoid adverse impact on nearby residential. Showed images of buffer and landscape plans. Discussed potential zoning conditions regarding both Campbell Drive and the parking lots - also oriented participants to location of Campbell Drive on site plan to show that it would be completely built over on the souther portion of the site. Property value issue addressed -briefly explained property valuation concepts -and discussed some of the quality residential developments that were built near the Duke distribution facilities that have good home values and have retained their values.

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.

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339
WWW.WBILEGAL.COM

LAUREN M. CLAYTON

lclayton@wbilegal.com
DIRECT DIAL: (770) 803-1028

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

February 2nd, 2021

RE: Zoning Application Z-21-002 – 0 Campbell Drive

Dear Neighbor:

I represent Hardie Real Estate Group, LLC, applicant for the above-referenced zoning case. This is to provide notice that the above application has been filed with the Community Development and Regulatory Affairs Department in the City of South Fulton. We are hosting a Zoom meeting to present the project and listen to community feedback on February 10th, 2021 at 6pm. Please see the details below:

Join Zoom Meeting
https://zoom.us/j/96511528055
Meeting ID: 965 1152 8055

One tap mobile:
+13126266799,,96511528055# US (Chicago)
+19292056099,,96511528055# US (New York)

Dial by your location:
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)

Meeting ID: 965 1152 8055
Find your local number: https://zoom.us/u/abVPhT08Pn

We look forward to hearing from you. Thank you.

Sincerely,

WILSON BROCK & IRBY, L.L.C.

Lauren M. Clayton

LMC:
Encls.
cc:

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339
WWW.WBILEGAL.COM

LAUREN M. CLAYTON

lclayton@wbilegal.com
DIRECT DIAL: (770) 803-1028

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

January 20th, 2021

VIA HAND DELIVERY
Mayor and City Council of the City of South Fulton
c/o Ms. Shayla Reed, Director
Community Development and Regulatory Affairs
City of South Fulton City Hall
5440 Fulton Industrial Boulevard
Atlanta, GA 30336

RE: Letter of Intent and to Rezone Property Located at 0 Campbell Drive, Tax Parcel Identification Number 13 0033 LL0096

Dear Ms. Reed:

This firm represents Hardie Real Estate Group, LLC ("Hardie"), who is the contract purchaser of approximately 5 acres as more particularly described in the legal description on the attached survey and being located in the parcel code identification number shown on the application. Hardie seeks to rezone the subject property from the AG-1 zoning classification to the M-1 zoning classification as part of a larger development plan located predominantly in the City of East Point. The proposed development plan is for the construction of two warehouse distribution facilities just south of the Camp Creek Business Center. The facilities will be 204,000sf and 257,920sf. This request is compatible with the Comprehensive Development Plan's policies and intent as more particularly laid out in the Impact Analysis, and is designed to mitigate any adverse impact on nearby properties.

Several months ago, undersigned counsel, her co-counsel, and a representative from Hardie scheduled a site visit at the property to provide the Ward D Councilmembers in the City of East Point and the District 3 Councilmember of the City of South Fulton with a better understanding of the proposed plan. Also at the site visit was a concerned community member very interested in the existing conditions and future development of the site. We also had the opportunity to address the concerns of an adjacent property owner. From that site visit and further communications, the site plan and landscape plan attached herein was finalized. As further stated in the Impact Analysis, Public Participation Plan, and Environmental Site Analysis, Hardie is committed to constructing a well-planned, quality development that will be an asset to the community.

The subject property and the other parcels in the development plan have been vacant and undeveloped for several years. Illegal dumping and other forms of trespass have long been problems for the current property owner. The two largest parcels on the north end of the site,

located in the City of East Point, were rezoned approximately two years ago to a light industrial classification. The southernmost parcels, including the one that is the subject of this rezoning application, are currently zoned AG-1 and have no feasible economic use as zoned. The parcels to the south of the two larger parcels are necessary to create a consistent development plan that is compatible with both the warehouse/distribution facilities immediately to the north of the project, as well as the natural features of the site. Additionally, the assemblage of these parcels creates a site plan that is not only compatible with the aforementioned site conditions and location, but also one that can adequately protect the surrounding communities from light and noise through ample buffers, building placement and orientation, and an attractive and effective landscape plan.

Georgia law requires that the applicant and owner put the City on notice that if this rezoning request is not approved, then such an action would or could deprive the landowner and applicant of rights guaranteed by Article I, Section I, Paragraph I, Article I, Section III, Paragraph I, and Article I, Section I, Paragraph II of the Georgia Constitution and the 5th and 14th amendments to the United States Constitution.

This rezoning would allow the applicant to competitively attract a Distribution user, which are now, more than ever, an essential and rapidly growing part of our economy. Because this request is for a quality project proposal, preserves and protects environmentally sensitive areas of the overall site, and features many mitigation measures to protect the surrounding community, Hardie respectfully requests that this application be approved.

Sincerely,

WILSON BROCK & IRBY, L.L.C.

Lauren M Clayton

LMC

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: 1-20-2021

TAX PARCEL IDENTIFICATION NUMBER(S): 13 0033 LL0096

SECTION I REZONING REQUEST

Office use only:
ZONING CASE #: _____ ROAD FRONTAGE: _____

PROPERTY ADDRESS (if available): 0 Campbell Drive

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

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:

a) If you are the sole owner of the property and not the petitioner complete Part 1.
b) If you are the petitioner and not the sole owner of the property complete Part 2.
c) If you are the sole owner and petitioner complete Part 1.
d) 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.**

J. Marshall Martin
TYPE OR PRINT OWNER'S NAME

400 Northridge Rd., Suite 1225
ADDRESS

Atlanta, GA 30350
CITY & STATE ZIP CODE

OWNER'S SIGNATURE

404-467-5877
PHONE NUMBER

mmartin@mblawfirm.com
EMAIL ADDRESS

Sworn to and subscribed before me this the
22 Day of Jan 2021
NOTARY PUBLIC

TAMARA J. KELLY
Notary Public, Georgia
Cherokee County
My Commission Expires
May 10, 2023

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").**

DANIEL HANISON
TYPE OR PRINT PETITIONER'S NAME

2870 PEACHTREE RD NW, SUITE 721
ADDRESS

ATLANTA GA 30305
CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

404-795-0202
PHONE NUMBER

daniel@hardiereg.com
EMAIL ADDRESS

Sworn to and subscribed before me this the
_____ Day of _____ 20_____
NOTARY PUBLIC

SECTION V **ATTORNEY / AGENT**

Check One: [X] Attorney [____] Agent

LAUREN M CLAYTON, WILSON, BROCK & IRBY
TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

2849 PACES FERRY RD. STE 700
ADDRESS

LCLAYTON@WBILEGAL.COM
EMAIL ADDRESS

ATLANTA, GA 30339
CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

404-313-6592
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: **Hardie Real Estate Group LLC** Phone Number: **404-795-0202**

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

1. The zoning proposal conforms with the policies and intent of the Comprehensive Land Use Plan. While the Future Land Use Map designation is "Suburban Neighborhood", the map is also laid out in a way that promotes the clustering of Industrial and Business Park type development. Because this project is contiguous to the Camp Creek Business Center, which houses mostly warehouse/distribution facilities, it is appropriate for this area and is in line with preventing a scattering of business park type uses throughout the city. The flow of truck and vehicular traffic to the site through the business park and away from residential streets is an example of keeping these types of uses adjacent to one another. The purpose of this rezoning is, in fact, to create a site layout that does more to ameliorate the impact of the project on adjacent properties than there would be if only the two industrially-zoned properties were developed as of right.

   One character area of the Land Use Map (p. 35) is "Business Park" and is described as having uses that are less intense than the industrial uses that could currently be built on the larger industrially-zoned parcels. The Business Park character area contains uses that are "not incompatible with the residential neighborhoods," as distinguished from other Industrial uses that could be constructed on the larger parcels of the site located in the City of East Point. It also indicates that such uses do not require as much mitigation such as ample buffering between residential and more heavy industrial uses – however, in spite of this, this site plan does offer significant mitigation measures through buffers, landscaping, and large portions of undisturbed land.

   The project is also compatible with the Plan's concerns about sedimentation runoff, as it will preserve and/or replace trees and leaves much of the land undisturbed. The Plan acknowledges that one key contributor to sedimentation runoff is "the removal of topsoil vegetation (i.e. trees, shrubs, and low growing ground cover)." The amount of trees and other natural vegetation included in this project promotes the goal of protecting from sedimentation runoff.

2. Environmental Impacts of the Proposed Project
   a. Wetlands – According to the National Wetlands Inventory, no streams are wetlands are shown except for what is shown on the site plan. Wetlands have been identified on this site near the streams that meander through the site. Looking at the proposed site plan, you can see the efforts made to avoid development anywhere near the streams and within any stream buffers. Thus, the project will not be impacting wetlands in any measurable way.
   b. Floodplain – according to the Fulton County Flood Insurance Rate Map, there is no portion of this property that lies in the floodplain. (Fulton Co. F.I.R.M. no. 13121CO363F dated September 18, 2013).
   c. Streams and Stream Buffers – Multiple streams have been identified throughout the proposed project through field observation and verification (though not the

parcel under consideration for rezoning in the COSF). As stated in 'a' above, this site plan mitigates encroachment into stream buffers and leaves the streams undisturbed.

d. Slopes exceeding 33 percent over a 10-foot rise in elevation – Field observation and verification concludes that such slopes and elevation changes in the property exist predominantly in and around the streams and stream buffers. As mentioned in 'a' and 'c' above, the site plan does not encroach within any stream buffers and leaves large portions of the site undisturbed where the streams meander through the site.
e. Vegetation – Through field observation and verification, there is significant vegetation on this largely undeveloped site, particularly in and around the stream buffers. No endangered species of vegetation has been identified on the site. The site plan, with its significant buffers, proposed landscape measures, and large portions of undisturbed land, will preserve a large amount of vegetation on the site.
f. Wildlife Species – Through filed observation and verification, there are a number of wildlife species on the largely undeveloped site, though no endangered species have been identified. As stated above, the ability to develop this site without disturbing large amounts of the site where streams and stream buffers are located, as well as the ample buffers, will preserve habitats for wildlife species present on the site.
g. Archeological/historic sites – No archeological or historic sites have been identified on this site through field observation and verification.

3. Project Implementation Measures
    a. Protection of Environmentally Sensitive Areas – as stated above, this site plan is strategically configured so as to not disturb environmentally sensitive areas, such as the streams, stream buffers, and slopes exceeding 25% (which exist predominantly within the stream buffer areas).
    b. Protection of water quality – the proposed development and uses for this project will have no impact on water quality, as the proposed uses do not have a deleterious effect on water quality and all water features on the site remain undisturbed.
    c. Minimization of negative impacts on infrastructure – the proposed development will not create a burden on City infrastructure, and the traffic flow to and from the site will not have a burdensome impact on COSF streets.
    d. Minimization on archeological/historically significant areas – as stated above, no archeological or historically significant areas have been identified on this site.
    e. Minimization of impact on environmentally stressed communities – the site is not located in or near an environmentally stressed community and will have no impact on those communities.

f. Creation and preservation of green space and open space – as shown in the site plan and landscape plan, this project will contain significant green space and undisturbed areas of land.
g. Protection of citizens from the negative impacts of noise and lighting – as stressed throughout this analysis, significant mitigation measures exist on the site plan so as to not disturb nearby citizens with noise and light. Those measures include, but are not limited to, strategic ingress and egress of truck traffic to avoid excessive traffic noise disturbances and ample buffers and undisturbed land to block noise and light from within the site.
h. Protection of parks and recreational green space – this project does not impact parks and recreational green space.
i. Minimization of impacts to wildlife habitats – as indicated above, the wildlife on the site will be minimally impacted by the proposed development as a result of the large portions of undisturbed land on the site.

IMPACT ANALYSIS
FORM B

Applicant: Hardie Real Estate Group, 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 separate Impact Analysis**

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.

IMPACT ANALYSIS

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

The proposed use is suitable in view of the use and development of adjacent and nearby property. The property to the immediate north of the two largest parcels of the proposed development is the Camp Creek Business Center and is zoned BP (Business Park) in the City of East Point. The Camp Creek Business Center consists of multiple warehouse/distribution facilities, and all traffic for this site will be coming to and from the north. Additionally, the current zoning of the aforementioned parcels is Light Industrial, which allows for more intensive uses of those two parcels than the proposed development. There is residential development within the City of South Fulton to the south and west of the project, and great care has been taken to create a site plan that protects those communities from light and sound. The properties to the east and south are predominantly zoned AG-1, with the exception of apartments zoned A to the east. The ingress and egress for truck traffic has been strategically located to exclusively flow through the Camp Creek Business Center to the north. Ample landscape buffers and undisturbed portions of the site are proposed in a manner consistent with the Business Center to the north.

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

The zoning proposal will have no adverse effect on existing use or usability of adjacent or nearby property, largely as a result of the strategic building placement, ingress and egress through the Business Center, landscape buffers, and large portions of undisturbed land where streams traverse the site.

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

The property, as currently zoned, does not have a reasonable economic use. In addition, the property has no reasonable economic use if zoned to any category less intense than the category sought in this application.

d. **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:**

The zoning proposal will not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

e. **Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan or land use plan.**

The zoning proposal conforms with the policies and intent of the comprehensive plan and the land use plan.

The Future Land Use map is laid out in a way that promotes clusters of Industrial and Business Park type development. The proposed project is contiguous to the Camp Creek Business Center to the north, which avoids the adverse impact of scattering industrial and business park type uses throughout the city. This leads to less adverse impacts on adjacent uses. For example, the aforementioned truck traffic traveling exclusively through an already-existing business park development prevents trucks from driving through residential neighborhoods.

Page 44 of the Comprehensive Development Plan refers to the Business Park character area, which includes warehousing and distribution, and states that "access to rail and truck routes are important to some business park sites." The ability to direct truck traffic through an existing warehouse development makes this site ideal for the proposed project. Additionally, on page 35 of the Plan, Business Park projects are described as those that "accommodate multiple businesses of less intense industrial uses" and that "these areas do not require the same level of separation of buffering as the heavy industrial uses because the uses are not incompatible with the residential neighborhoods." This project is thus appropriate for the location, and the ample buffers and landscaping in the proposal even further limits the already minimal impact Business Park type properties have on adjacent communities.

Additionally, one of the Plan's environmental concerns is sedimentation runoff, which is exacerbated by "the removal of topsoil vegetation (i.e. trees, shrubs, and low growing ground cover)" (p. 103). The proposed project, with its large amount of undisturbed area and ample tree buffers and landscaping serves to effectuate the reduction of sedimentation runoff that other types of development could likely not offer.

f. **Whether there are other existing or changing conditions affecting the use and development of the property which gives supporting grounds for either the approval or disapproval of the zoning proposal:**

The existing agricultural zoning on this site is not compatible with, or cohesive with, the BP to the north and the large I-1 parcels that are part of the proposed project. Other uses in I-1 and AG-1 would require more land disturbance and tree removal than the proposed project. This proposal offers a compatible and cohesive plan that allows for the addition of two well-placed distribution facilities, which, as stated above, is in line with the policies and intent of the comprehensive development plan. In fact, the rezoning of this parcel is what allows the development of a property that is already mostly I-1 zoning with a layout that ameliorates any adverse impact on the surrounding properties.

Additionally, while the City of South Fulton's Comprehensive Development Plan designates this property as Suburban Neighborhood, all the rest of the parcels in this development are part of a very large section of the City of East Point's Future Land Use Map that is designated as Industrial/Business Park. (2017 City of East Point Comprehensive Plan Update, p. 53). Thus, approximate sixty acres of this site plan would be inconsistent with the City of East Point Comprehensive Development Plan if it were to be developed as something other than the proposed project.

g. **Whether the zoning proposal permits a use that can be environmentally adverse to the resources, environment and citizens of East Point:**

For all the reasons stated above, the zoning proposal does not permit a use that can be environmentally adverse to the resources, environment and citizens of the City of South Fulton.

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: ~~N/A~~ Hardie Real Estate Group, LLC (applicant)

3. CAMPAIGN CONTRIBUTIONS:

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

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) DANIEL HANISON

Signature: D Hanison Date: 1/21/21

12 of 20

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) J. Marshall Martin

Signature: J M Martin Date: 1-22-2021

12 of 20

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: WILSON, BROCK + IRBY LLC, LAW FIRM REPRESENTING PETITIONER. ATTORNEY LARRY M DINGLE REPORTS THE BELOW CONTRIBUTION.

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at $250.00 or more
COREY A. REEVES	$500	2019	$500

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) LARRY M. DINGLE

Signature: Larry Dingle Date: 1/20/21

PUBLIC PARTICIPATION PLAN
FORM D

Applicant: Hardie Real Estate Group, 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:

Upon receipt of a list provided by staff, applicant will send notices to the property owners within a quarter mile of the property. Additionally, applicant and applicant's counsel have already been in discussions with a directly impacted property owner, the City Councilwoman for District 3, and an engaged resident of the city who is interested in the current conditions and future development of this property. We will continue to work with Council, the resident, and other citizens to attend a meeting with nearby property owners and the homeowners' association.

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.)

As stated above, applicant will continue conversations with the engaged resident, Councilwoman for district three, and the previously contacted adjacent property owner. Notices will be sent to the previously mentioned property owners within a one quarter mile radius of the property and a meeting with nearby property owners and/or the homeowners' association will be coordinated. Should it be requested of applicant, more than one meeting can be scheduled.

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.)

As stated above, applicant plans to arrange at least one meeting with the parties referenced above. We will be in consultation with the district 3 Councilwoman to determine the best way to arrange for a meeting.

Attach additional sheets as needed.

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Hardie Real Estate Group, LLC Petition No. _____

Date: _____

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.

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	N/A
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	N/A
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)	N/A
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.	N/A

DEED

The legal description in this deed is not specific to the parcel subject to the rezoning application in the City of South Fulton. However, the legal description specific to this parcel can be found on the survey – it is labeled "Tract 3"

Deed Book 48546 Pg 629
Filed and Recorded Nov-17-2009 07:50am
2009-0354781
Real Estate Transfer Tax $0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

After recording return to:
Jimmy C. Luke, Esquire
Foltz Martin, LLC
Five Piedmont Center, Suite 750
3525 Piedmont Road NE
Atlanta, Georgia 30305

STATE OF GEORGIA:
COUNTY OF FULTON

DEED UNDER POWER OF SALE

THIS INDENTURE, made and entered into as of the 3rd day of November, 2009 by and between **REDSTONE LAND INTERESTS NO. 1, LLC**, a Georgia limited liability company, **REDSTONE LAND INTERESTS NO. 1, TIC NO. 1, LLC**, a Georgia limited liability company, **REDSTONE LAND INTERESTS NO. 1, TIC NO. 2, LLC**, a Georgia limited liability company, **REDSTONE LAND INTERESTS NO. 1, TIC NO. 3, LLC**, a Georgia limited liability company, **REDSTONE LAND INTERESTS NO. 1, TIC NO. 4, LLC**, a Georgia limited liability company, **REDSTONE LAND INTERESTS NO. 1, TIC NO. 5, LLC**, a Georgia limited liability company, **REDSTONE LAND INTERESTS NO. 1, TIC NO. 6., LLC**, a Georgia limited liability company, **REDSTONE LAND INTERESTS NO. 1, TIC NO. 7, LLC**, a Georgia limited liability company, **REDSTONE LAND INTERESTS NO. 1, TIC NO. 8, LLC** a Georgia limited liability company, and **REDSTONE LAND INTERESTS NO. 1, TIC NO. 9, LLC**, a Georgia limited liability company (hereinafter referred to as "Borrower") acting through **REAL ESTATE PERSPECTIVES III, LLC**, a Georgia limited liability company and Borrower's duly appointed agent and attorney-in-fact") (hereinafter referred to as "Purchaser") as party of the second part;

W I T N E S S E T H:

WHEREAS, Borrower executed and delivered to Lender a certain Deed to Secure Debt, Assignment of Rents and Security Agreement from REDSTONE LAND INTERESTS NO. 1, LLC, a Georgia limited liability company, REDSTONE LAND INTERESTS NO. 1, TIC NO. 1, LLC, a Georgia limited liability company, REDSTONE LAND INTERESTS NO. 1, TIC NO. 2, LLC, a Georgia limited liability company, REDSTONE LAND INTERESTS NO. 1, TIC NO. 3, LLC, a Georgia limited liability company, REDSTONE LAND INTERESTS NO. 1, TIC NO. 4, LLC, a Georgia limited liability company, REDSTONE LAND INTERESTS NO. 1, TIC NO. 5, LLC, a Georgia limited liability company, REDSTONE LAND INTERESTS NO. 1, TIC NO. 6., LLC, a Georgia limited liability company, REDSTONE LAND INTERESTS NO. 1, TIC NO. 7, LLC, a Georgia limited liability company, REDSTONE LAND INTERESTS NO. 1, TIC NO. 8, LLC a

Georgia limited liability company, and REDSTONE LAND INTERESTS NO. 1, TIC NO. 9, LLC, a Georgia limited liability company (collectively, "Grantors") to REAL ESTATE PERSPECTIVES III, LLC, a Georgia limited liability company, dated April 25, 2008, filed and recorded May 2, 2008, in Deed Book 46689, Page 525, Clerk of Superior Court of Fulton County, Georgia records (the "Security Deed") said Security Deed being given to secure a Note of even date as the Security Deed in the original principal amount of **ONE MILLION SIX HUNDRED SIXTY FOUR THOUSAND AND NO/100 DOLLARS ($1,664,000.00)**; and

WHEREAS, default under the Note occurred and by reason of such default Lender elected, pursuant to the terms of the Security Deed and the Note, to declare the entire principal and interest immediately due and payable; and

WHEREAS, the entire indebtedness still being in default, on behalf of Borrower, and according to the terms of the Security Deed, did advertise said property for sale once a week for four weeks in a newspaper in Fulton County, Georgia, where the Lender carried its advertisement, namely the *Daily Report*, said dates of publication being October 7, 2009, October 14, 2009, October 21, 2009 and October 28, 2009; and

WHEREAS, Lender on even date herewith acquired the after-described property by buying the property at a foreclosure sale conducted pursuant to power of sale in that certain Security Deed.

WHEREAS, Lender, as attorney-in-fact for Borrower, did expose said property for sale at public outcry to the highest bidder for cash on Tuesday, November 3, 2009, within the legal hours of sale at the usual place for conducting Sheriff's sales in Fulton County before the Courthouse door at Atlanta, Georgia, in said county, at which said party of the second part was the highest bidder at and for the sum of Seven Hundred Fifty Thousand Dollars ($750,000) cash, and said property was then and there knocked off and sold for said sum.

NOW THEREFORE, for and in consideration of the foregoing premises and said sum of money and by virtue of the exercise of the power of sale contained in the Security Deed, the party of the first part has bargained, sold, granted and conveyed, and by these presents does hereby bargain, sell, grant and convey to the party of the second part, its successors, representatives, heirs and assigns the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

TOGETHER WITH, all and singular the rights, members and appurtenances thereto appertaining; also, all the estate of Borrower's representatives, heirs, successors and assigns, legal, equitable or otherwise whatsoever, in and to the same.

TO HAVE AND TO HOLD the said Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of said party of the second part, its representatives, heirs, successors, successors-in-title and assigns, IN FEE SIMPLE forever, in as full and ample a manner as Borrower or Borrower's representatives, heirs, successors or assigns did hold and enjoy the same.

IN WITNESS WHEREOF, Borrower has executed this Deed under seal, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My commission expires:

(Notary Seal)

ROBIN P WILLIAMSON NOTARY PUBLIC GEORGIA CHEROKEE COUNTY EXPIRES AUG. 20, 2013

GRANTOR:

REDSTONE LAND INTERESTS NO. 1, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 1, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 2, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 3, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 4, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 5, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 6., LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 7, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 8, LLC, and REDSTONE LAND INTERESTS NO. 1, TIC NO. 9, LLC, Georgia limited liability companies, by and through its duly appointed agent and attorney-in-fact, **REAL ESTATE PERSPECTIVES III, LLC**, a Georgia limited liability company

By: _____
Jimmy C. Luke, II

764895.1

Deed Book 48546 Pg 632

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 33 of the 13th District of Fulton County, Georgia, being designated as Tracts One, Two and Six, containing 33.2515 acres upon that certain ALTA/ACSM Land Title Survey for Redstone Land Interests No. 1, LLC, Real Estate Perspectives III, LLC, Redstone Land Interests No. 1, TIC No. 1, LLC, Redstone Land Interests No. 1, TIC No. 2, LLC, Redstone Land Interests No. 1, TIC No. 3, LLC, Redstone Land Interests No. 1, TIC No. 4, LLC, Redstone Land Interests No. 1, TIC No. 5, LLC, Redstone Land Interests No. 1, TIC No. 6, LLC, Redstone Land Interests No. 1, TIC No. 7, LLC, Redstone Land Interests No. 1, TIC No. 8, LLC, Redstone Land Interests No. 1, TIC No. 9, LLC and Chicago Title Insurance Company, dated January 24, 2007, as last revised on April 22, 2008, prepared by Terra Mark Professional Land Surveying, certified by Joseph D. Sowerby, Georgia Registered Land Surveyor No. 2998, and being more particularly described as follows:

BEGINNING at a point marked by a 1/2 inch crimp top pipe located at the Land Lot corner common to Land Lots 31, 32, 33, and 34; run thence along the Land Lot line common to Land Lots 33 and 34 South 00 degrees 24 minutes 59 seconds West a distance of 295.20 feet to a 1/2 inch rebar capped found; continue thence along the aforesaid Land Lot line South 00 degrees 06 minutes 20 seconds West a distance of 875.38 feet to a PK nail found; continue thence along the aforesaid Land Lot line South 00 degrees 19 minutes 11 seconds West a distance of 729.06 feet to a 1/2 inch rebar capped found; continue thence along the aforesaid Land Lot line South 00 degrees 19 minutes 10 seconds West a distance of 400.00 feet to a point; continue thence along the aforesaid Land Lot line South 00 degrees 23 minutes 49 seconds West a distance of 393.35 feet to a 1 inch open top pipe; leaving the aforesaid Land Lot line, run thence North 89 degrees 28 minutes 09 seconds West a distance of 526.49 feet to a 1 inch rod located on the easterly right of way line of Campbell Drive (a 50' right of way); run thence along the aforesaid right of way line North 00 degrees 09 minutes 09 seconds West a distance of 393.35 feet to a PK nail; continue thence along the aforesaid right of way line North 00 degrees 09 minutes 09 seconds West a distance of 400.00 feet to a PK Nail found; continue thence along the aforesaid right of way line North 00 degrees 09 minutes 06 seconds West a distance of 1,899.94 feet to a 1/2 inch rebar found located at the intersection of the easterly right of way line of the aforesaid Campbell Drive and the Land Lot line common to Land Lots 32 and 33; leaving the aforesaid right of way line, run thence along the aforesaid Land Lot line South 86 degrees 52 minutes 41 seconds East a distance of 1.10 feet to a 1/2 inch rebar found; continue thence along aforesaid Land Lot line North 89 degrees 52 minutes 44 seconds East a distance of 545.33 feet to a point marked by a 1/2 inch crimp top pipe located at the Land Lot corner common to Land Lots 31, 32, 33 and 34, and said point being the POINT OF BEGINNING.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 33 of the 13th District of Fulton County, Georgia, being designated as Tracts Three, Four and Five, containing 32.637 acres upon the aforesaid survey and being more particularly described as follows:
TO FIND THE TRUE POINT OF BEGINNING, commence at a point marked by a 1/2 inch crimp top pipe located at the Land Lot corner common to Land Lots 31, 32, 33 and 34; run thence along the Land Lot line common to Land Lots 32 and 33 South 89 degrees 52 minutes 44 seconds West a distance of 545.33 feet to a 1/2 inch rebar found; continue thence along the aforesaid Land Lot line

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: _____

Applicant printed name: _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Z21-003: Council to consider a rezoning at 4295 Roosevelt Highway for the purpose of constructing an office and zoning consolidation (DISTRICT 3)
DATE:	August 24, 2021
SUBJECT:	Z21-003: Council to consider a rezoning at 4295 Roosevelt Highway for the purpose of constructing an office and zoning consolidation (DISTRICT 3)
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z21-003	Cover Memo	8/20/2021
Z21-003 4295 roosevelt highway staff report FINAL FOR COUNCIL 7.27.21	Cover Memo	8/20/2021

Z21-003

Rezoning
4295 & 4301 Roosevelt Highway

City Council Meeting
City of South Fulton
August 24, 2021

Z21-003: 4295 & 4301 Roosevelt Highway

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

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: **Z21-003 for 4295 & 4301 Roosevelt Highway/Highway 29**

MEETING DATE: July 27, 2021

Applicant seeks to rezone from **AG-1/C-2 (Agricultural District and Commercial District) to M-2 (Heavy Industrial)**

STAFF RECOMMENDATION: Approval with conditions

PLANNING COMMISSION RECOMMENDATION: Approval with conditions

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Watts Browning Engineering Inc. Darryl Cook 1349 Old 41 Highway NW Suite 225 Marietta, GA 30060
Status of Applicant:	Engineer for the applicant; intent is to rezone to match the existing zoning.
City Council District(s):	District 3
Parcel ID Number:	09F260301260472, 09F260301260340,
Area of Property:	1.66 (AG-1) & 2.66 (C-2) acres
Current/Past Use of the Property:	AG-1 is developed, and C-2 is not developed.
Prior Zoning Cases/History:	None located
Surrounding Zoning:	North: C-2 (Commercial District) and AG-1 (Agricultural District) South: M-2 (Heavy Industrial) East: C-2 (Commercial District) and M-2 (Heavy Industrial) West: M-1 (Light Industrial)
2035 Future Land Use Designation:	Character Type: Industrial Zone Land Uses: Industrial and Open Space Zonings: M-1, M-2
Compatibility to the Fulton County 2035 Comprehensive Plan:	Yes
Overlay District:	None
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: Roosevelt Highway/Highway 29 Classification: Minor Arterial

Public Transit: Yes, MARTA serves Roosevelt Hwy.

Bike/Pedestrian Access: No sidewalk or bicycle lanes

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

MAPS

City of South Fulton Zoning and Aerial Map:

(see attached)

Proposed Site Plan:

(see attached)

PUBLIC PARTICIPATION

A meeting was held by the applicant on March 25, 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 proposal will join the present use as a steel gate manufacturer. The surrounding properties are zoned M-2 and M-1.

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

   No. The proposed development will not affect the existing use or the adjacent neighbors. Additionally, the use of this site which has been in business for ____ years will not have a high impact use.

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

   Yes. This existing use for this property will have an opportunity for growth, which in turn will provide economic growth for the area.

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 an extension of an existing use. The traffic counts to and from the site would not be significantly impactful to the existing infrastructure. Current infrastructure is sufficient for what is already in the area.

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

Yes. This proposal follows the current land use plan.

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.

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: Futon County Sewer report attached.

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 stating their review is not needed.

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 with conditions. The request for M-2 will put the requested parcels in line with the existing M-2 parcels for the existing business. The request does comply with the Land Use Plan; therefore, staff recommends approval. However, the rezoning of C-2 will affect the economic plan for this area of existing neighboring C-2 zonings. Therefore, staff has provided the following conditions:

1. For the parcel that fronts Roosevelt Highway/Highway 29, any building shall be used only for an office and/or showroom. All parking along Roosevelt Highway/Highway 29 shall exclude semi-trailer trucks (18-wheeler).

2. The building shall have the look and feel of the surround commercial buildings. Therefore, the architectural materials of the façade shall only consist of brick, stone, and/or stucco, and specifically exclude aluminum siding.

PLANNING COMMISSION RECOMMENDATION

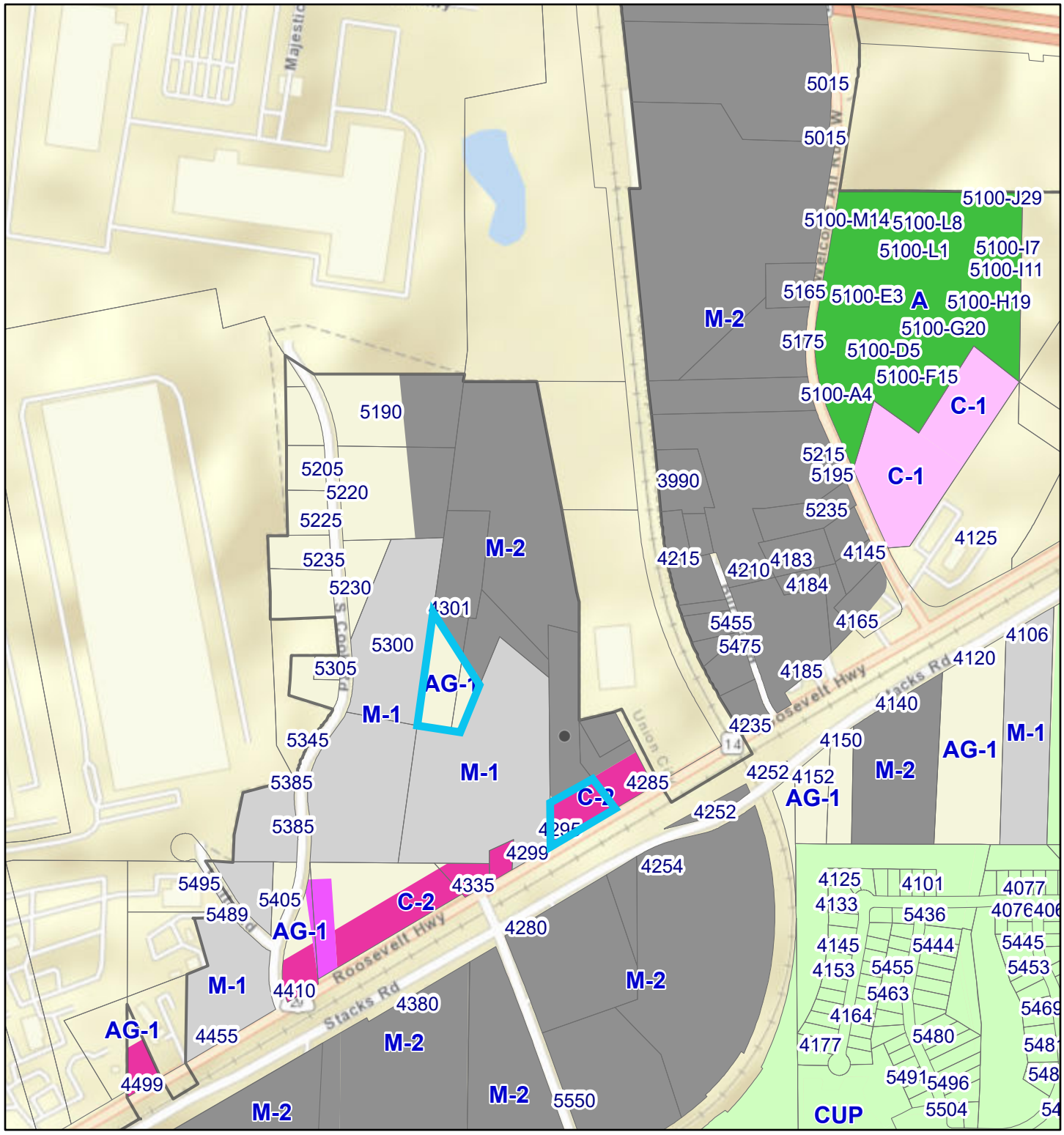
At the April 20, 2021 Planning Commission meeting, the board deferred this case until the next meeting in order for the petitioner to submit building elevations that had previously not been discussed.

At the June 15, 2021 Planning Commission meeting the board recommended approval of this case with the aforementioned conditions.

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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0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Address Points

County Parcels All

City Limits

Current Zoning

A (Medium Density Apartment)

AG-1 (Agricultural)

C-1 (Limited Commercial)

C-2 (General Commercial)

CUP (Community Unit Plan)

M-1 (Light Industrial)

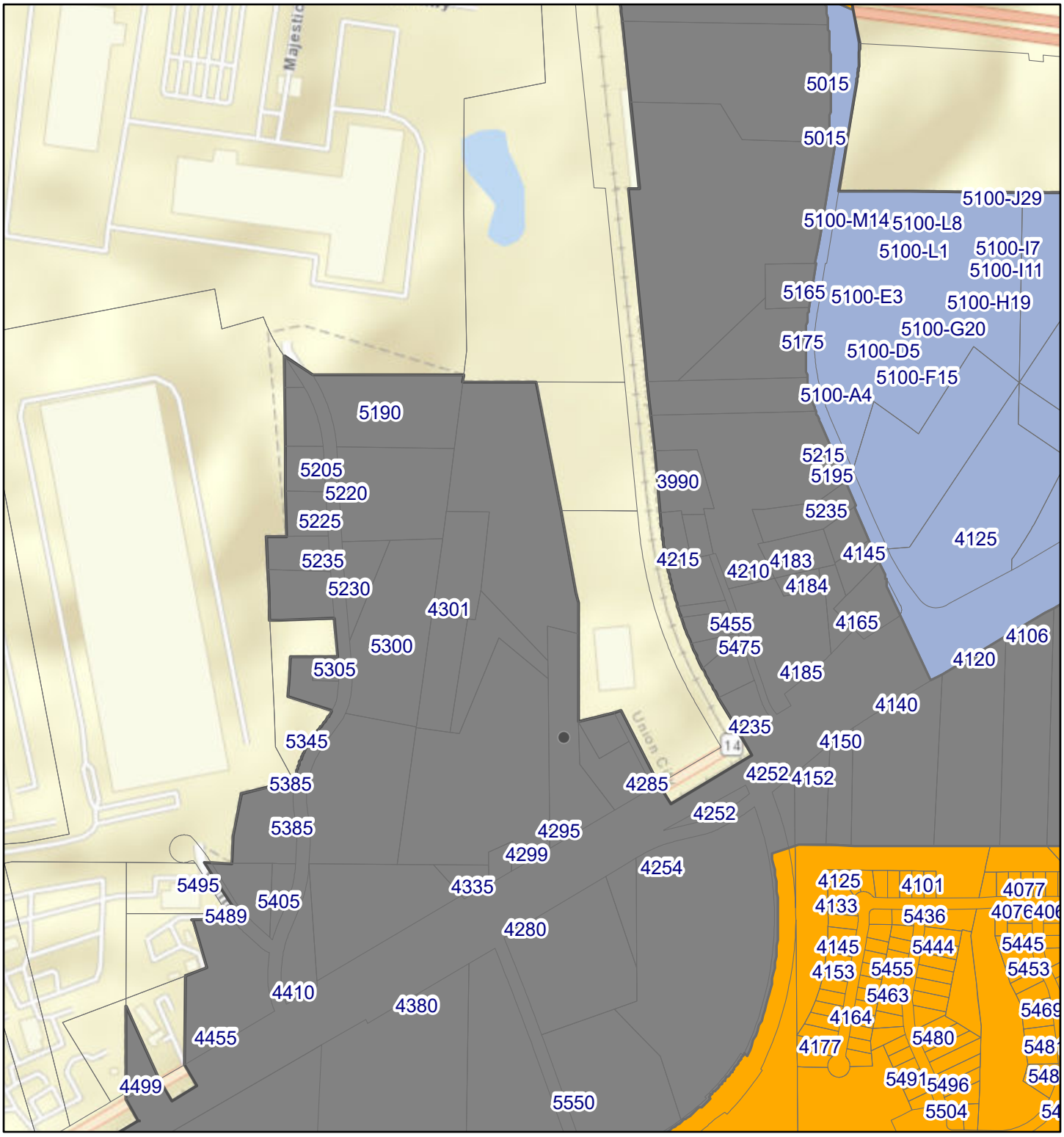
M-2 (Heavy Industrial)

O-I (Office & Institutional)

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

COSF ArcGIS Web Map



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0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Address Points

County Parcels All

City Limits

2035 Future Land Use

Business Park

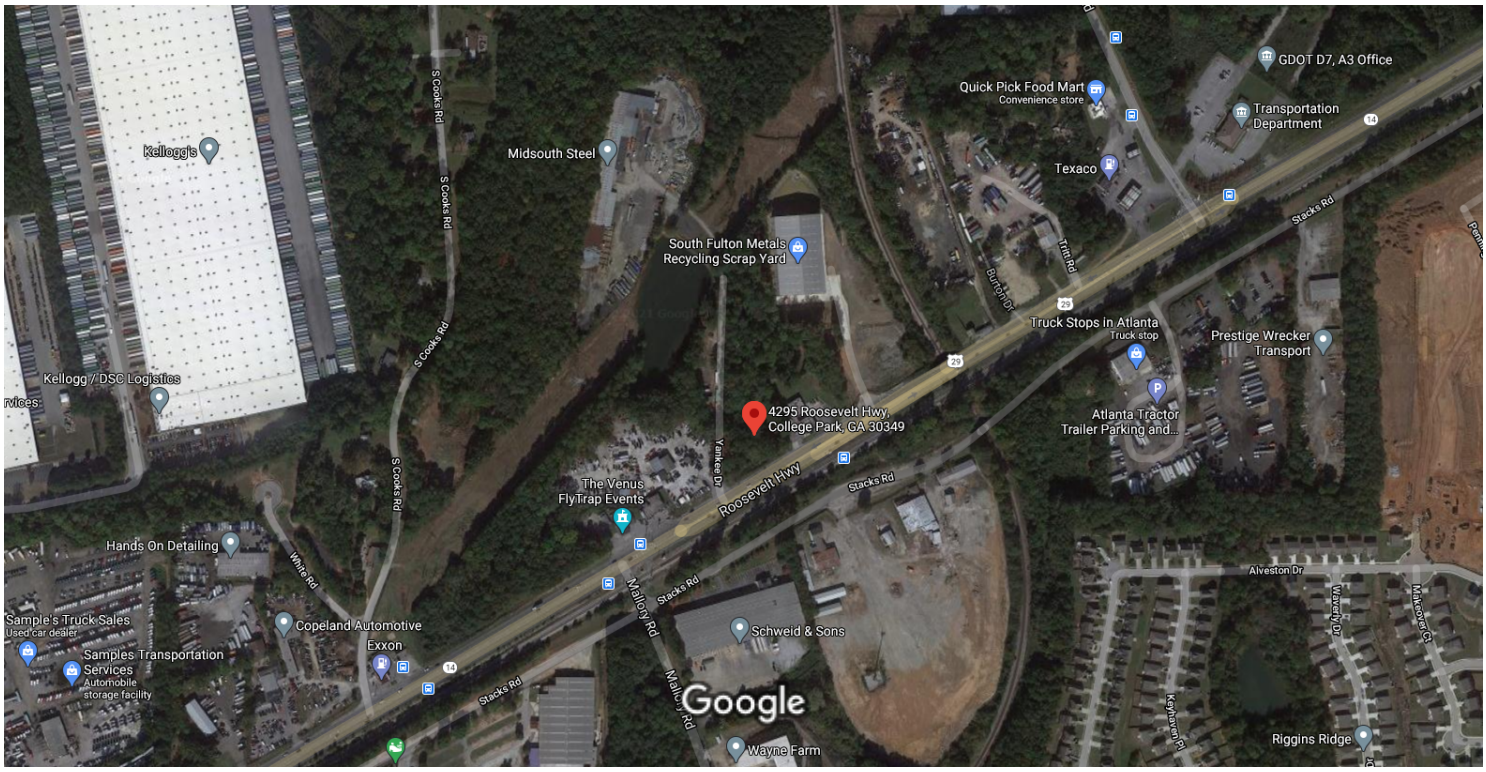
Industrial Zone

Suburban Neighborhood

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

Google Maps 4295 Roosevelt Hwy



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 200 ft



4295 Roosevelt Hwy

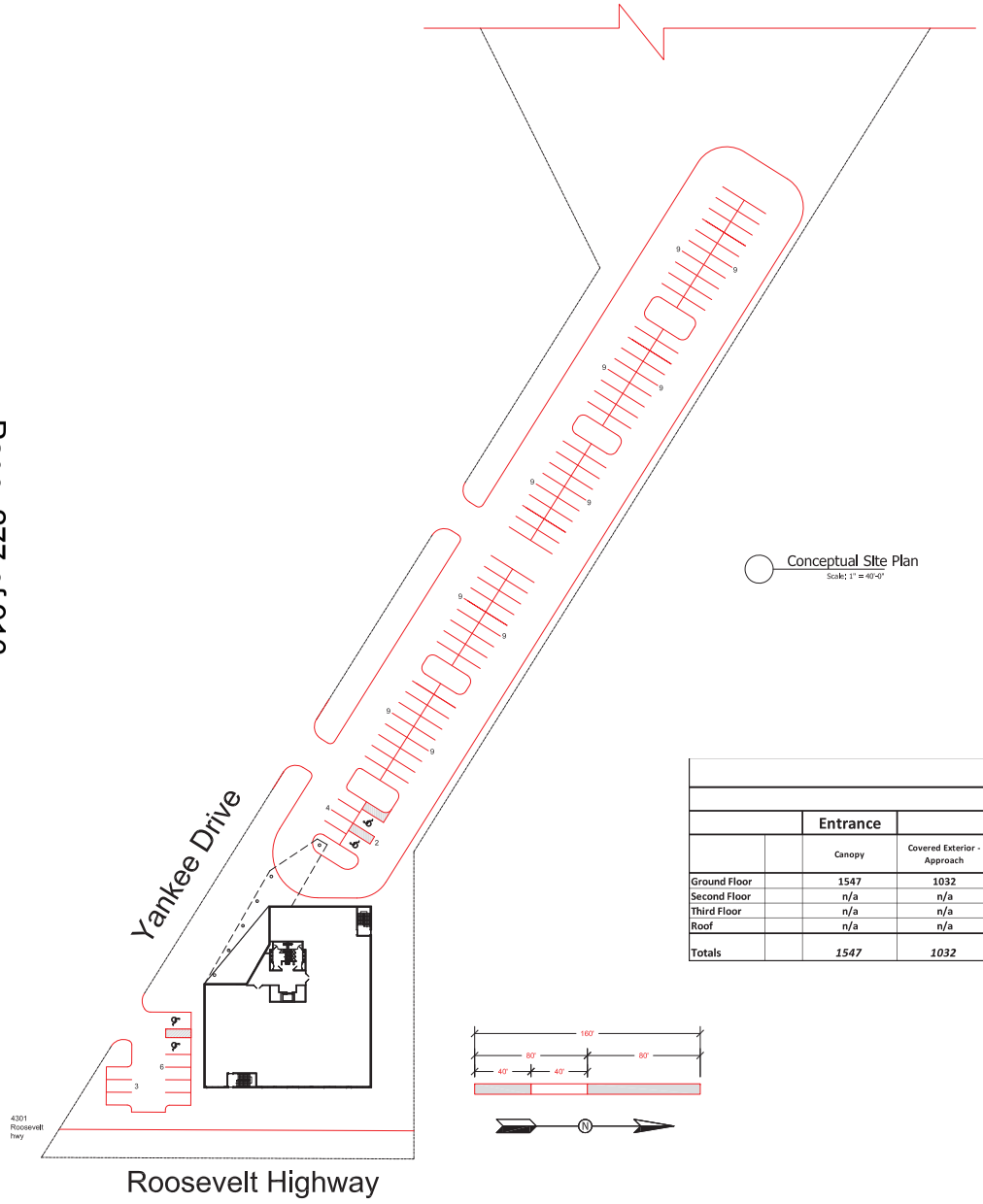
Directions Save Nearby Send to your phone Share

4295 Roosevelt Hwy, College Park, GA 30349

JF5C+GF College Park, Georgia

Photos

Midsouth Steel, LLC
Conceptual Office Plans
4301 Roosevelt Hwy
South Fulton, GA



Conceptual Site Plan
Scale: 1" = 40'-0"

Midsouth Steel Office Building

Square Footage Anaylsis

		Entrance	Building Proper									Parking
		Canopy	Covered Exterior - Approach	Common Circulation - Elevator Lobby (SF)	Common Restrooms (SF)	Elevator (SF)	Elect., Mech., Maintinance (SF)	Break / Amenity Space	Stairways	Office Space (SF)	Total	Parking (3 per 1000 sf) Office Space SF Used in Calculation
Ground Floor		1547	1032	824	488	71	160	n/a	450	11062	14087	34
Second Floor		n/a	n/a	1181	488	71	160	1858	450	9879	14087	30
Third Floor		n/a	n/a	998	488	71	160	272	450	11648	14087	35
Roof		n/a	n/a	n/a	n/a	71	160	2524	450	0	3205	0
Totals		*1547*	*1032*	*3003*	*1464*	*284*	*640*	*4654*	*1800*	*32589*	*45466*	*99*

Midsouth Steel, LLC
Conceptual Office Plans
4301 Roosevelt Hwy
South Fulton, GA



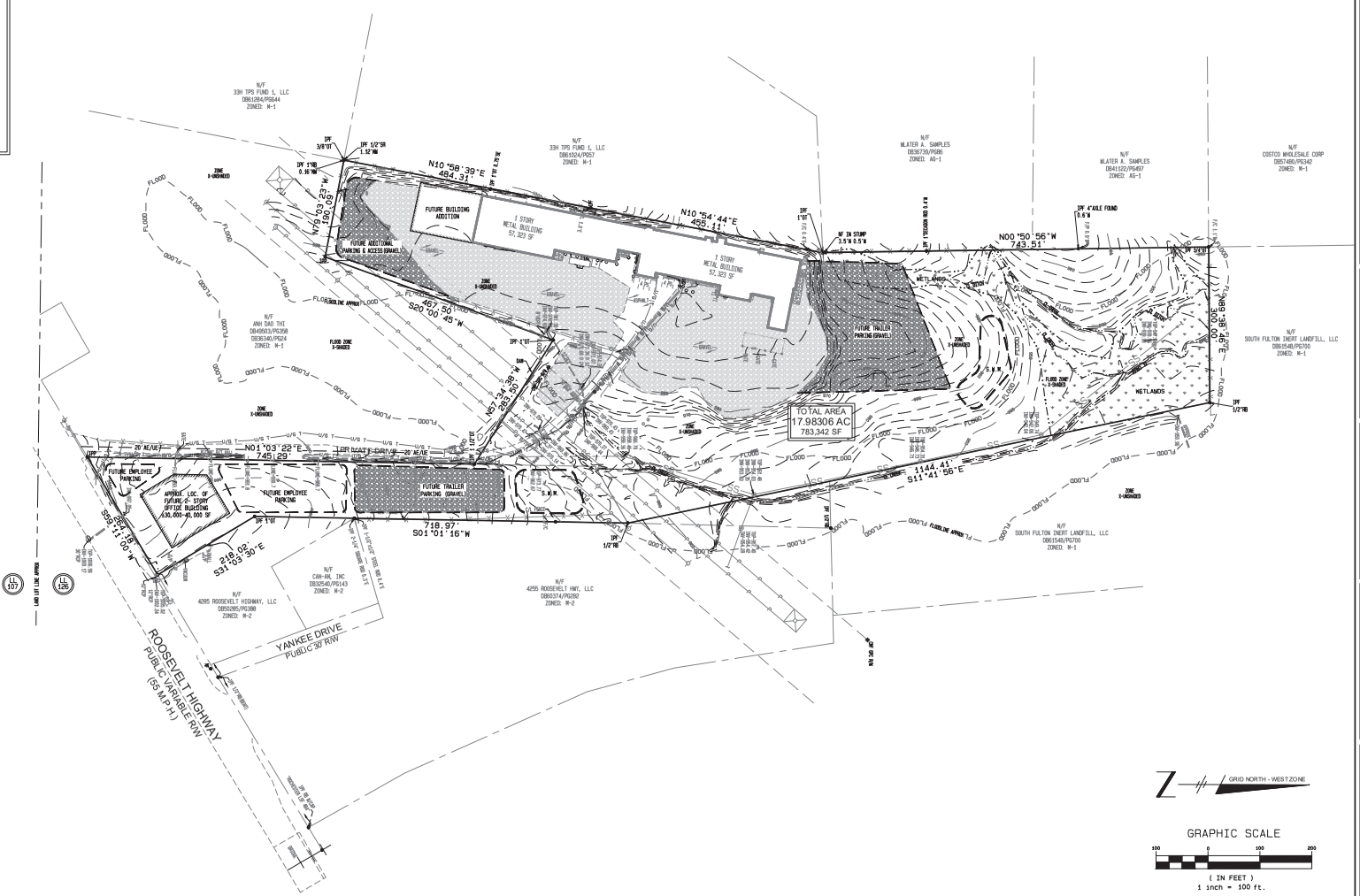
2 West - Roosevelt Hwy
Scale: 1/8" - 1'-0"



1 South Elevation - Yankee Drive
Scale: 1/8" - 1'-0"

LEGEND

A – ARC	(L) – CURVE TO THE LEFT
AC – ACRE(S)	L/A – LIMIT OF ACCESS
AE – ACCESS EASEMENT	Lc – LENGTH OF CHORD
AGLC – ATLANTA GAS LIGHT COMPANY	LLL – LAND LOT LINE
ASP – ASPHALT	L/P – LAMP POST/LIGHT POLE
BB – BOTTOM OF BANK	L/S – LANDSCAPED AREA
BC – BACK OF CURB	MB – MAILBOX
B/C – BUILDING CORNER	MFE – MINIMUM FLOOR ELEVATION
B.F.E – BASE FLOOD ELEVATION	MFN – METROMEDIA FIBRE NETWORK
BL – BUILDING SETBACK LINE	MH – MANHOLE
BM – BENCHMARK	MNP – MAG NAIL PLACED
BPF – BLUE PIN FLAG	MW – MONITORING WELL
BPM – BLUE PAINT MARK	N/F – NOW OR FORMERLY
BS – BUILDING SLOPE	OCS – OUTLET CONTROL STRUCTURE
BSO – BELLSOUTH TELEPHONE CO.	OPF – ORANGE PIN FLAG
BSOMCM – BELLSOUTH CABLE MARKER	OPM – ORANGE PAINT MARK
BSOMH – BELLSOUTH MANHOLE	OT – OPEN TOP PIPE
BW – BOTTOM OF WALL	P – POWER LINE
B/W – BARBED WIRE	PB – PLAT BOOK
CB – CATCH BASIN	PB – POWER BOX
CCA – CORNER CONCRETE APRON	PG – PAGE(S)
CCW – CORNER CONCRETE WALK	PIV – POST INDICATOR VALVE
CI – CURB INLET	PL – PROPERTY LINE
CL – CENTERLINE	POB – POINT OF BEGINNING
CL – CHAINLINK	POC – POINT OF COMMENCING
CMF – CONCRETE MONUMENT FOUND	PM – POWER METER
CMP – CORRUGATED METAL PIPE	P/P – POWER POLE
CO – CLEANOUT	PS – PARKING SPACE(S)
COMM – COMMUNICATION	PVC – POLYVINYLCHLORIDE PIPE
CT – CRIMPED TOP PIPE	R – RADIUS
CTV – CABLE TELEVISION	(R) – CURVE TO THE RIGHT
CW – CONCRETE WALK	RB – REBAR
D/W – DRIVEWAY	RCP – REINFORCED CONCRETE PIPE
DE – DRAINAGE EASEMENT	RPF – RED PIN FLAG
DI – DROP INLET	RPM – RED PAINT MARK
DIP – DUCTILE IRON PIPE	RR – RAILROAD
DNR – DEPT.OF NATURAL RESOURCES	R/T – RETAINING
DNRMS – DNR MONUMENT SET	R/W – RIGHT OF WAY
DR – DRIVE	SF – SQUARE FEET
EB – ELECTRIC BOX	S/P – SERVICE POLE
EMC – ELECTRIC MEMBERSHIP CORP.	SR – SOLID ROD
EP – EDGE OF PAVEMENT	SS – SANITARY SEWER
FC – FACE OF CURB	SSE – SANITARY SEWER EASEMENT
F/C – FENCE CORNER	S/W – SIDEWALK
FDC – FIRE DEPARTMENT CONNECTION	SWM – STORMWATER MANAGEMENT
FFE – FINISHED FLOOR ELEVATION	T – TELEPHONE LINE
FH – FIRE HYDRANT	TD – TRENCH DRAIN
F/L – FENCE LINE	TBM – TEMPORARY BENCHMARK
FOCM – FIBRE OPTIC CABLE MARKER	TC – TOP OF CURB
F/P – FENCE POST	T/P – TELEPHONE POLE
FP – FLAG POLE	TP – TEMPORARY
GLMP – GAS LINE MARKER POST	TRANS – TRANSMISSION
GM – GAS METER	T/S – TRAFFIC SIGNAL
G/P – GATE POST	T/SI – TRAFFIC SIGN
GP – GUY POLE	TW – TOP OF WALL
GPC – GEORGIA POWER COMPANY	T/W – TEST WELL
G/R – GUARD RAIL	U/G – UNDERGROUND
GV – GAS VALVE	V/B – VALVE BOX
GW – GUY WIRE	VMP – VALVE MARKER POST
HDPE – HIGH DENSITY POLYETHYLENE	W – WATER LINE
HIC – HANDICAP PARKING SPACE	WF – WETLAND FLAG
H/VPP – HIGH VOLTAGE POWER POLE	W/F – WROUGHT IRON FENCE
H/W – HEADWALL	WM – WATER METER
ICV – IRRIGATION CONTROL VALVE	WV – WATER VALVE
INV – INVERT	X – CORNER
IPF – IRON PIN FOUND	Y – YARD INLET
IPF – IRON PIN PLACED 1/2" RB W/ CAP	YPF – YELLOW PIN FLAG
IRF – INTERMEDIATE REGIONAL FLOOD	YPM – YELLOW PAINT MARK
JB – JUNCTION BOX	



SITE PLAN

FOR

MIDSOUTH STEEL

LAND LOT 126 ~ DISTRICT 9F
CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA

GEORGIA PROFESSIONAL ENGINEER No. 19304 REGISTERED CHAD R. COOK 02/08/2021

GSWCC LEVEL II CERTIFICATION NO. 13901
EXPIRES: 01/22/2022

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	02/8/2021	JJT	INITIAL SUBMITTAL

W&B
WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW, SUITE #225
MARIETTA, GEORGIA 30060
PHONE: (678) 324-6198
FAX: (770) 694-6876
WWW.WBENGR.COM
LSF000429 – PEF000714

SCALE:	1:100
DESIGNED BY:	DRC
DRAWN BY:	JJT
CHECKED BY:	DRC
INITIAL ISSUE DATE:	02/08/2021
JOB NUMBER:	201015

SHEET NUMBER:
C-1

PUBLIC PARTICIPATION PLAN
FORM D

Applicant: MidSouth Steel, 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: please see attached list.

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.) please see attached 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.)

① In person on 3/25/21 from 3-4 pm at our location.
② Call: 770/465-3455
③ email: CStaffing@midsouthsteel.net

Attach additional sheets as needed.

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Midsouth Steel, Llc. Petition No. Z21-003

Date: 4/12/21

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

please see attached List.

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

3/25/2021 from 3-4pm at 4301 Roosevelt Hwy Atlanta, GA. 30349, in our office parking lot.

3. The following issues and concerns were expressed:

There were no attendees at our meeting.

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

N/A.

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.

From: Channing Hatmaker
To: DCook@wbengr.com; Nathan Mai-Lombardo; Dana Gray
Cc: Charles Staffins
Subject: Midsouth Steel Report
Date: Monday, April 12, 2021 12:50:50 PM
Attachments: Letter.pdf

To Whom It May Concern,

This is regarding our request to have all parts of the Midsouth Steel campus classified as M-2. We held our public participation meeting on 3/25/2021. There were no attendees at our meeting. We also included in the letter to our neighbors they were welcome to call us or send any inquiries via email (please see attached). We have not received any emails or calls regarding our request for rezoning. That being said, one of our employees was visiting a nearby gas station and the owner inquired about what we were planning on doing. Our employee informed him it was for an additional office building. The owner had no further questions regarding the matter. If you need any additional information, please feel free to contact me. Thank you for your time.

My Best,

Channing Hatmaker

Human Resources
4301 Roosevelt Highway
Atlanta, GA 30349
Office: 770-465-3455 Ext 137
Fax: 770-465-3464
E-mail: chatmaker@midsouthsteel.net
Web: http://www.midsouthsteel.net

MSI
MIDSOUTH STEEL

Dear Neighbor,

This is a notice to inform you that we are seeking a change to the zoning of portions of the Midsouth Steel campus. As part of its current zoning, some parcels are zoned M-2, some AG-1, and another zoned C-2. We believe all parcels that make up the Midsouth campus should be the same zoning classification as M-2. We believe the consolidation of zonings to the current and future use best fits M-2. We will be holding a brief meeting at 4301 Roosevelt HWY on Thursday, March 25, from 3pm-4pm in our parking lot to answer any questions prior to our official rezoning hearings with South Fulton. We welcome your attendance and/or your comments via mail or email (please email to cstaffins@midsouthsteel.net). We look forward to hearing form you all soon. Take care!

Sincerely,

Charles Staffins
President, Midsouth Steel

P.O. Box 9
Fairburn, Georgia 30213
770-465-3455
www.midsouthsteel.net

COMMENTS ON PUBLIC SERVICES AND UTILITIES

NOTE: Various Fulton County departments or divisions that may or may not be affected by the proposed development provide the following information. Comments herein are based on the applicant's conceptual site plan and are intended as general non-binding information and in no manner suggest a final finding by the commenter. All projects, if approved, are required to complete the City of South Fulton Plan Review process prior to the commencement of any construction activity.

WATER AND WASTEWATER (SEWER):

WATER:

Anticipated water demand: 100 gallons per day (gpd) per 1,000 sq. ft. (Commercial building) x 57,323 square feet. = **5,733** gallons per day.

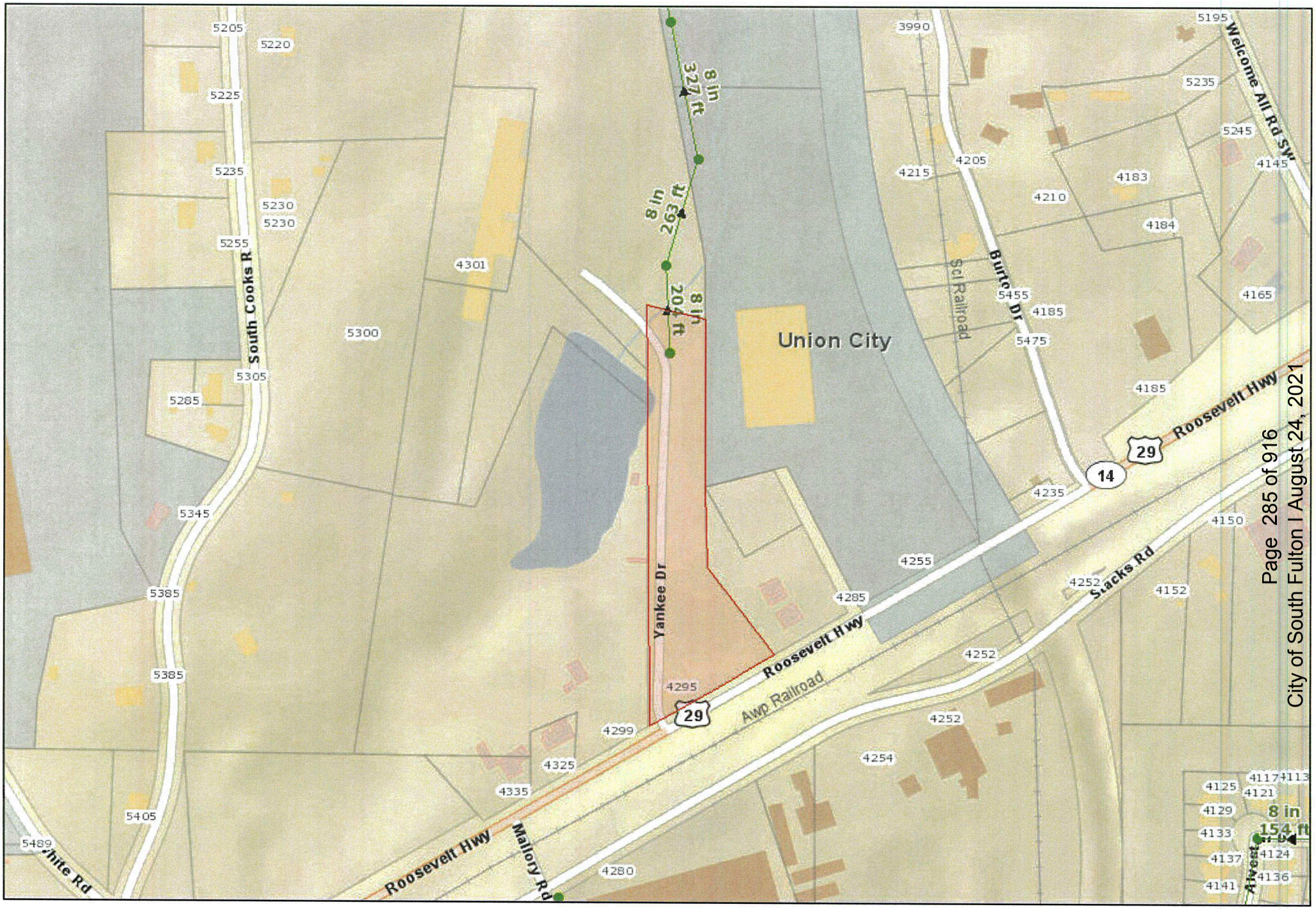
This project is within the City of Atlanta water service jurisdiction.

SEWER:

Basin: Camp Creek
Treatment Plant: Plant: Camp Creek (Fulton County Government)
Anticipated sewer demand: **5,160** gallons per day

There is a sanitary sewer manhole within the northern property boundary of the 2.66 acre tract (4295 Roosevelt Highway) (Sewer manhole # SMCC1706300) along an 8 inch sanitary sewer line in Land Lot 126, District 9F.

Comments: This information does not guarantee that adequate sewer capacity is available at this time or will be available upon application of permits. Please contact the Department of Public Works for more information.



0 0.05 0.1 0.15 mi

4295 Roosevelt Highway

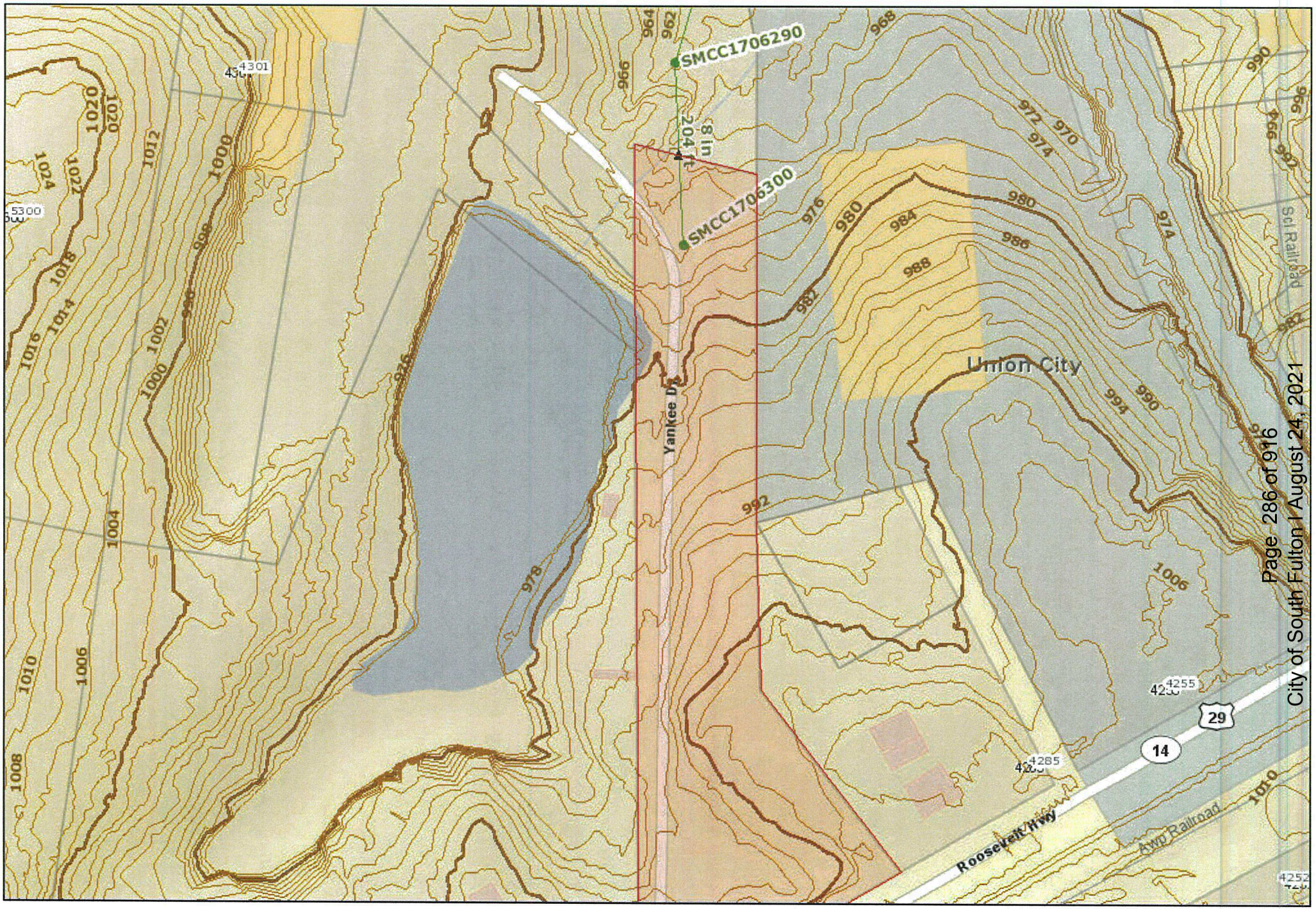
Date: 4/10/2021

Map Size: 8.5x11 (LETTER)

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses.

N

Prepared By:
GIS Section
Water Resources Department
Fulton County Government



0 0.025 0.05 0.075 mi

4295 Roosevelt Highway

Date: 4/10/2021

Map Size: 8.5x11 (LETTER)

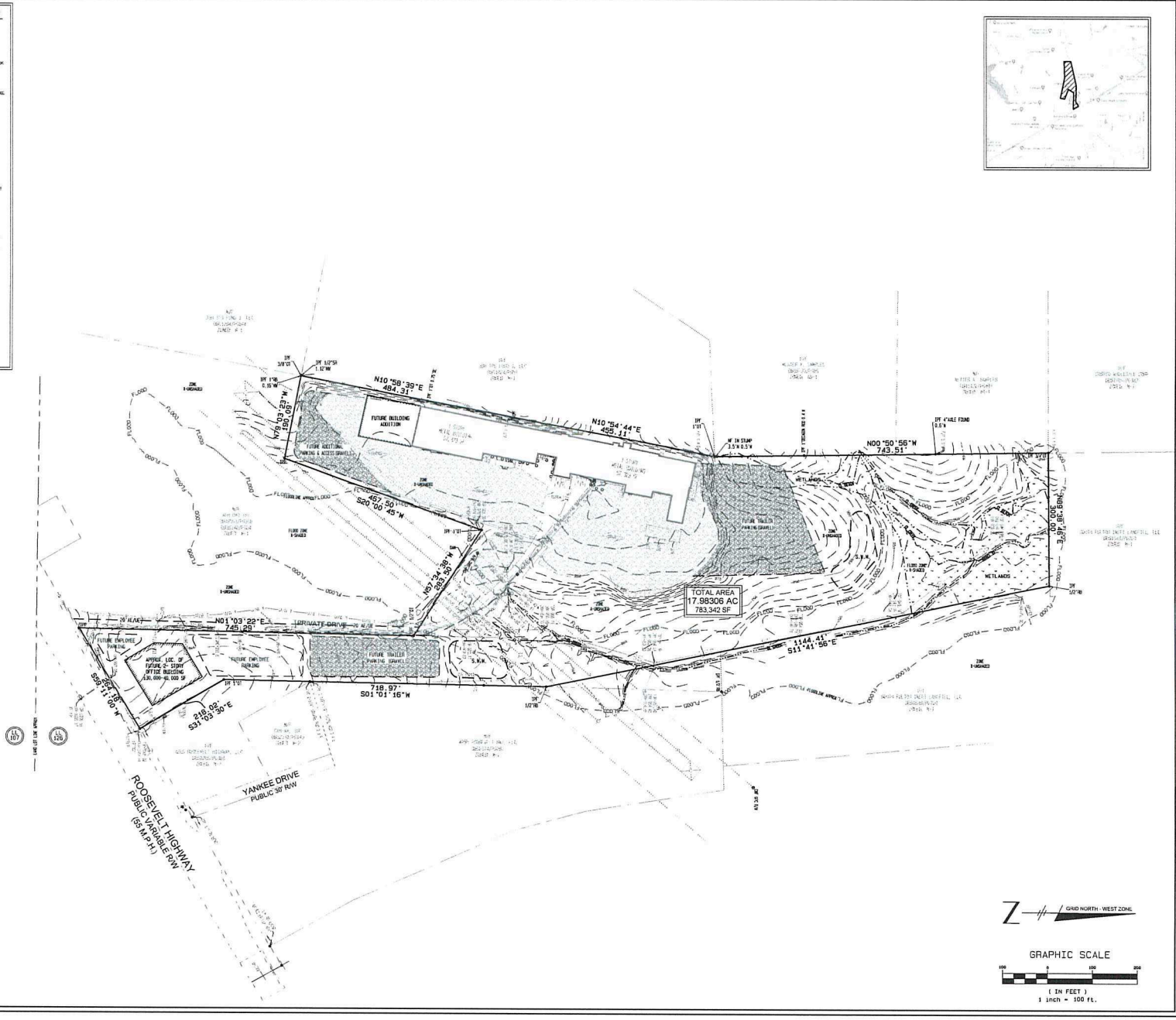
Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses.

N

Prepared By:
GIS Section
Water Resources Department
Fulton County Government

LEGEND

A = ARC	(L) = CURVE TO THE LEFT
AC = ACRE(S)	LA = LIMIT OF ACCESS
AE = ACCESS EASEMENT	Lc = LENGTH OF CHORD
AGLC = ATLANTA GAS LIGHT COMPANY	LLL = LAND LOT LINE
ASP = ASPHALT	LP = LAMP POST/LIGHT POLE
BB = BOTTOM OF BANK	LS = LANDSCAPED AREA
BC = BACK OF CURB	MB = MAIL BOX
BFC = BUILDING CORNER	MFE = MINIMUM FLOOR ELEVATION
B.F.E. = BASE FLOOD ELEVATION	MFN = MR THOMSEN FIBRE NETWORK
BL = BUILDING SETBACK LINE	MH = MANHOLE
BM = BENCHMARK	MNP = MAG NAIL PLACED
BPF = BLUE PIN FLAG	MW = MONITORING WELL
BR = BLUE PAINT MARK	NF = NAIL FOUND
BS = BOTTOM OF SLOPE	NFO = NAIL FOUND, FORMERLY
BSO = BELLSOUTH TELEPHONE CO	OCS = OUTLET CONTROL STRUCTURE
BSOCM = BELLSOUTH CABLE MARKER	OPF = ORANGE PIN FLAG
BSOMH = BELLSOUTH MANHOLE	OPM = ORANGE PAINT MARK
BW = BOTTOM OF WALL	OT = OPEN TOP PIPE
BW = BARBED WIRE	P = POWER LINE
CB = CATCH BASIN	PB = PLAT BOOK
CCA = CORNER CONCRETE APRON	PB = POWER BOX
CCW = CORNER CONCRETE WALK	PG = PAGE(S)
CI = CURB INLET	PIV = POST INDICATOR VALVE
CL = CENTERLINE	PL = PROPERTY LINE
C_L = CHAIN-LINK	POB = POINT OF BEGINNING
CMF = CONCRETE MONUMENT FOUND	POC = POINT OF COMMENCING
CMP = CORRUGATED METAL PIPE	PM = POWER METER
CO = CLEANOUT	PP = POWER POLE
COMM = COMMUNICATION	PS = PARKING SPACE(S)
CT = CRIMPED TOP PIPE	PVC = POLYVINYLCHLORIDE PIPE
CTV = CABLE TELEVISION	R = RADIUS
CW = CONCRETE WALK	(R) = CURVE TO THE RIGHT
DB = DEED BOOK	RB = RE-BAR
DE = DRAINAGE EASEMENT	RCP = REINFORCED CONCRETE PIPE
DI = DROP INLET	RPF = RED PIN FLAG
DIP = DUCTILE IRON PIPE	RPM = RED PAINT MARK
DNR = DEPT OF NATURAL RESOURCES	RR = RAILROAD
DWMS = DWR MONUMENT SET	RT = RETAINING
DW = DRIVE	R/W = RIGHT OF WAY
EB = ELECTRIC BOX	SF = SQUARE FEET
EMC = ELECTRIC MEMBERSHIP CORP.	S/P = SERVICE POLE
EP = EDGE OF PAVEMENT	SR = STATE ROUTE
FC = FACE OF CURB	SS = SANITARY SEWER
FC = FENCE CORNER	SSE = SANITARY SEWER EASEMENT
FDC = FIRE DEPARTMENT CONNECTION	SW = SIDEWALK
FFE = FINISHED FLOOR ELEVATION	SWM = STORMWATER MANAGEMENT
FH = FIRE HYDRANT	T = TELEPHONE LINE
FL = FENCE LINE	T.D. = TRENCH DRAIN
FOCM = FIBRE OPTIC CABLE MARKER	TBM = TEMPORARY BENCHMARK
FP = FENCE POST	T/C = TOP OF CURB
F/P = FLAG POLE	T/P = TELEPHONE POLE
GLMP = GAS LINE MARKER POST	TP = TRAFFIC POLE
GM = GAS METER	TRANS = TRANSMISSION
GP = GUARD POST	T/S = TRAFFIC SIGNAL
GP = GUY POLE	TSB = TRAFFIC SIGN
GPC = GEORGIA POWER COMPANY	T/W = TOP OF WALL
GR = GUARD RAIL	T/W = TEST WELL
GV = GAS VALVE	U/G = UNDERGROUND
GW = GUY WIRE	VB = VALVE BOX
HDPE = HIGH DENSITY POLYETHYLENE	VMP = VALVE MARKER POST
HC = HANDICAP PARKING SPACE	W = WATER LINE
HVPP = HIGH VOLTAGE POWER POLE	WF = WETLAND FLAG
HW = HEADWALL	W/F = WROUGHT IRON FENCE
ICV = IRRIGATION CONTROL VALVE	WM = WATER METER
INV = INVERT	WV = WATER VALVE
IPF = IRON PIN FOUND	X = CORNER
IPF = IRON PIN PLACED 1/2" RB W/ CAP	YPF = YELLOW PIN FLAG
IRF = INTERMEDIATE REGIONAL FLOOD	YPM = YELLOW PAINT MARK
JB = JUNCTION BOX	



SITE PLAN

FOR

MIDSOUTH STEEL

LAND LOT 126 ~ DISTRICT 9F
CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA

GEORGIA PROFESSIONAL ENGINEER No. 030 REGISTERED DARRYL R. COLE

GSWCC LEVEL II CERTIFICATION NO. 0001
EXPIRES: 01/22/2022

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	02/08/2021	JJT	INITIAL SUBMITTAL

W&B
WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW, SUITE #225
MARIETTA, GEORGIA 30060
PHONE: (678) 324-6192
FAX: (770) 694-6676
WWW.WBENGR.COM
LSF000429 ~ PEF000714

SCALE:	1:100
DESIGNED BY:	DRC
DRAWN BY:	JJT
CHECKED BY:	DRC
INITIAL ISSUE DATE:	02/08/2021
JOB NUMBER:	201015

SHEET NUMBER:
C-1

City of South Fulton Page 287 of 916
Received August 24, 2021

Watts & Browning Engineers, Inc.

Civil Engineering · Land Planning · Land Surveying

February 10, 2021

LETTER OF INTENT

4295 & 4301 ROOSEVELT HWY, ETAL

On behalf of the owners of the above indicated parcels, Mr. Charles Staffins and Mr. Jerome Adams, we respectfully request the properties be rezoned to M-2 from a mix of existing AG-1, C2 and M-2 zonings on the several parcels reflected on the application.

The intent is to have the parcels zoned the same at M-2 for the continuing use of manufacturing and anticipated future expansion of the facilities. Our understanding via a zoom meeting with South Fulton staff indicated that M-2 is appropriate based on the land use plan.

Thank you for the opportunity to request for the rezoning consolidation to M-2.

Daryl R. Cook, P.E.
Watts & Browning Engineers, Inc.

FEB 19 2021

Z21-003

1349 Old 41 Hwy NW, Suite 225, Marietta, Georgia 30060 · Phone: 678-324-6192 · Facsimile: 770-694-6870

Property Profile for 4295 ROOSEVELT HWY

Property Tax Information

Tax Year	2021
Parcel ID	09F260301260340
Property Address	4295 ROOSEVELT HWY
Owner	ADAMS JEROME & STAFFINS CHARLES
Mailing Address	P O BOX 1005 DOUGLAS GA 31534
Total Appraisal	$74,000
Improvement Appraisal	$39,000
Land Appraisal	$35,000
Assessment	$29,600
Tax District	55
Land Area	2.66 ac
Property Class	Residential Small Tracts
Land Use Class	Residential 1 family
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	Industrial Zone

Political

Municipality	South Fulton
Commission District	5
Commission Person	Marvin S. Arrington Jr.
Council District	District 3
Council Person	Helen Willis
Voting Precinct	SC17B
Poll Location	Welcome All Park, Community House, 4255 Will Lee Road
Congressional District	013
State Senate District	039
State House District	065

School Zones

Elementary School	Seaborn Lee
Middle School	Camp Creek
High School	Langston Hughes

Other Information

Zip Code	30349
Census Tract	105.13
In Less Developed Census Tract	No

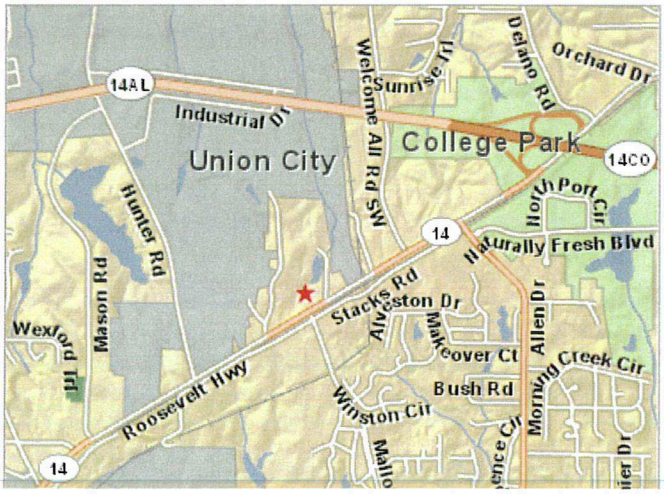
Aerial View



Property Map



Vicinity 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: 2/19/21

Planning Division
Community Development and Regulatory Affairs

Staff printed name: MARISSA JACKSON

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: 1-27-21

Applicant printed name: Charles Staffins

FEB 10 2021

Z21-003

Watts & Browning Engineers, Inc.

Civil Engineering · Land Planning · Land Surveying

February 10, 2021

LETTER OF INTENT

4295 & 4301 ROOSEVELT HWY, ETAL

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Daryl R. Cook, P.E.
Watts & Browning Engineers, Inc.

FEB 19 2021

Z21-003

1349 Old 41 Hwy NW, Suite 225, Marietta, Georgia 30060 · Phone: 678-324-6192 · Facsimile: 770-694-6870

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: 01/27/21

TAX PARCEL IDENTIFICATION NUMBER(S): 09F260301260340, 09F260301261165, 09F260301260753, 09F260301260977, 09F260301260972

SECTION I — REZONING REQUEST

Office use only:
ZONING CASE #: _____ ROAD FRONTAGE: _____

PROPERTY ADDRESS (if available): 4295 & 4301 ROOSEVELT HWY

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned from AG-1, C2 & M-2 to M-2

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:

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

FEB 19 2021

Z21-003

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.**

Charles Staffins
TYPE OR PRINT OWNER'S NAME

4301 Roosevelt Highway
ADDRESS

South Fulton Ga. 30349
CITY & STATE ZIP CODE

Charles Staffins
OWNER'S SIGNATURE

404-206-0606
PHONE NUMBER

cstaffins@midsouthsteel.net
EMAIL ADDRESS

MAGDALENA RAMOS NOTARY PUBLIC DOUGLAS COUNTY GEORGIA My Commission Expires 01-24-2023

Sworn to and subscribed before me this the
27th Day of January 20 21
Magdalena Ramos
NOTARY PUBLIC

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").**

TYPE OR PRINT PETITIONER'S NAME

ADDRESS

CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE PHONE NUMBER

EMAIL ADDRESS

Sworn to and subscribed before me this the
_____ Day of _____ 20_____
NOTARY PUBLIC

SECTION V **ATTORNEY / AGENT**

Check One: [_____] Attorney [_____] Agent

TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

ADDRESS EMAIL ADDRESS

CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE PHONE NUMBER

FEB 19 2021

Z21-003

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.**

Jerome Adams
TYPE OR PRINT OWNER'S NAME

501 Dogwood Ave
ADDRESS

Douglas, Ga 31533
CITY & STATE ZIP CODE

OWNER'S SIGNATURE

912.384.7109
PHONE NUMBER

jadams501@gmail.com
EMAIL ADDRESS

Sworn to and subscribed before me this the
27th Day of January 20 21
NOTARY PUBLIC

STEPHANIE PICKREN NOTARY PUBLIC Comm. Exp. 02/12/24 JEFF DAVIS COUNTY, GA

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").**

TYPE OR PRINT PETITIONER'S NAME

ADDRESS

CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

PHONE NUMBER

EMAIL ADDRESS

Sworn to and subscribed before me this the
_____ Day of _____ 20_____
NOTARY PUBLIC

SECTION V **ATTORNEY / AGENT**

Check One: [_____] Attorney [_____] Agent

TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

ADDRESS

EMAIL ADDRESS

CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

PHONE NUMBER

FEB 19 2021

Z21-003

SURVEY LEGAL DESCRIPTION

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 126 OF THE 9F DISTRICT, CITY OF SOUTH FULTON, FULTON COUNTY GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE POINT OF BEGINNING, **COMMENCE** FROM THE INTERSECTION FORMED BY THE CENTERLINE OF RAILROAD TRACTS NOW OR FORMERLY OWNED BY CSX RAILROAD COMPANY (A 100' R/W), WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF ROOSEVELT HIGHWAY (A VARIABLE R/W), THENCE PROCEED ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF ROOSEVELT HIGHWAY (A VARIABLE R/W) THE FOLLOWING COURSES AND DISTANCES:

1) SOUTH 58°58'08" WEST, A DISTANCE OF 50.86 FEET TO N IRON PIN FOUND (REBAR W/ CAP STAMPED "ROCHESTER #484") AT THE AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE NOW OR FORMERLY OWNED BY CSX RAILROAD COMPANY (A 100' R/W);
2) THENCE SOUTH 58°58'08" WEST FOR A DISTANCE OF 337.82 FEET TO AN IRON PIN FOUND (1/2 INCH REBAR (BENT));
3) THENCE SOUTH 59°29'58" WEST FOR A DISTANCE OF 229.04 FEET TO AN IRON PIN PLACED (1/2 INCH REBAR W/CAP) AND THE **TRUE POINT OF BEGINNING.**

FROM THE **POINT OF BEGINNING** THUS ESTABLISHED; THENCE PROCEED ALONG THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF ROOSEVELT HIGHWAY (A VARIABLE R/W) SOUTH 59°11'00" WEST, A DISTANCE OF 264.18 FEET TO AN IRON PIN PLACED (1/2 INCH REBAR W/CAP); THENCE DEPART THE NORTHWESTERLY RIGHT OF WAY LINE OF ROOSEVELT HIGHWAY (A VARIABLE R/W) AND PROCEED NORTH 01°03'22" EAST FOR A DISTANCE OF 745.29 FEET TO AN IRON PIN FOUND (1-1/2 INCH OPEN TOP PIPE); THENCE NORTH 57°34'38" WEST FOR A DISTANCE OF 283.50 FEET TO AN IRON PIN FOUND (1 INCH OPEN TOP PIPE); THENCE SOUTH 20°00'45" WEST FOR A DISTANCE OF 467.50 FEET TO AN IRON PIN PLACED (1/2 INCH REBAR W/CAP); THENCE NORTH 79°03'23" WEST FOR A DISTANCE OF 190.09 FEET TO AN IRON PIN FOUND (3/8 INCH OPEN TOP PIPE); THENCE NORTH 10°58'39" EAST FOR A DISTANCE OF 484.31 FEET TO AN IRON FOUND; THENCE NORTH 10°54'44" EAST FOR A DISTANCE OF 455.11 FEET TO A AN IRON PIN FOUND (1 INCH OPEN TOP PIPE); THENCE NORTH 00°50'56" WEST FOR A DISTANCE OF 743.51 FEET TO AN IRON PIN FOUND (3/4 INCH OPEN TOP PIPE); THENCE NORTH 89°38'46" EAST FOR A DISTANCE OF 300.00 FEET TO AN IRON PIN FOUND (1/2 INCH REBAR); THENCE SOUTH 11°41'56" EAST FOR A DISTANCE OF 1144.41 FEET TO AN IRON PIN FOUND (1/2 INCH REBAR); THENCE SOUTH 01°01'16" WEST FOR A DISTANCE OF 718.97 FEET TO AN IRON PIN FOUND (1 INCH OPEN TOP PIPE); THENCE SOUTH 31°03'30" EAST FOR A DISTANCE OF 218.02 FEET TO THE **TRUE POINT OF BEGINNING.**

SAID TRACT OR PARCEL CONTAINING 17.98308 ACRES, OR 783,342 SQUARE FEET.

FEB 19 2021

Z 21-003

Return To:
Jerome Adams
P O. Box 1005
Douglas, Ga. 31534

PT-61 060-2005-035341

STATE OF GEORGIA
COUNTY OF FULTON

TRUSTEE'S DEED

THIS TRUSTEE'S DEED, made this 17th day of June, 2005, by and between HERBERT C. BROADFOOT II, AS CHAPTER 7 TRUSTEE for T & S Iron Co. (hereinafter referred to as "Grantor"), and Jerome Adams and Charles Staffins (hereinafter collectively referred to as "Grantee")(the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

That Grantor, in his capacity as and only as Chapter 7 Trustee for T & S Iron Co. by Order of the United States Bankruptcy Court attached hereto as **Exhibit "A"**, for and in consideration of the sum of THIRTY-FIVE THOUSAND AND NO/100ths DOLLARS ($35,000.00), and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantee, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described property:

4301 Roosevelt Highway,
College Park, Fulton County,
Georgia, and described more fully
on the attached **Exhibit "B"**
(hereinafter referred to as the
"Property")

TO HAVE AND TO HOLD the above-described Property, together with all and singular the rights, members, easements, and appurtenances appertaining thereto, and all of Grantor's right, title and interest in any public rights-of-way adjoining the Property, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE.

Deed Book 40297 Pg 180
Filed and Recorded Jun-28-2005 10:03a
2005-0223143
Real Estate Transfer Tax $0.00
Juanita Hicks
Clerk Of Superior Court
Fulton County, Georgia

FEB 19 2021

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GRANTEE IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION, "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM, OR ON BEHALF OF, GRANTOR. GRANTOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATIONS OR WARRANTIES TO GRANTEE WHATSOEVER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT, AND WILL NOT, MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO THE CONDITION OR COMPLIANCE OF THE PROPERTY WITH RESPECT TO ANY ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE USE , HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE, AND SPECIFICALLY INCLUDING THOSE PERTAINING TO ANY PRESENCE OF LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS ON THE PROPERTY. GRANTEE HAS MADE SUCH INSPECTION OF THE PROPERTY AS IT BELIEVES TO BE WARRANTED UNDER THE CIRCUMSTANCES AND NOT RELIED UPON ANY REPRESENTATION OF GRANTOR.

IN WITNESS WHEREOF, Grantor has executed this Trustee's Deed under seal as of the day and year first above written.

GRANTOR:

Herbert C. Broadfoot II

HERBERT C. BROADFOOT II
Chapter 7 Trustee for
T & S Iron Co.

Ragsdale, Beals, Hooper
& Seigler, LLP
2400 Int'l Tower Peachtree Center
229 Peachtree St, N.E.
Atlanta, Georgia 30303
(404) 588-0500

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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Signed, sealed and delivered
in the presence of:

Unofficial Witness

LYNN ROBINSON
Notary Public

My Commission Expires:
7/12/05

LYNN ROBINSON NOTARY PUBLIC MY COMMISSION EXPIRES 7/12/2005 PAULDING COUNTY, GA

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ENTERED ON DOCKET
MAY 12 2005

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:	:	CHAPTER 7
T & S IRON CO.,	:	CASE NO. 04-67473-JB
Debtor.	:	JUDGE BIHARY
HERBERT C. BROADFOOT II, Chapter 7 Trustee for the estate of T & S Iron Co.,	:	CONTESTED MATTER
Movant,	:	
v.	:	
JEROME ADAMS and CHARLES STAFFINS; INDUSTRIAL METALS AND SURPLUS, INC.; ENVIRONMENTAL PLANNING SPECIALISTS, INC.; FULTON COUNTY TAX COMMISSIONER; VESTA HOLDINGS - HEARTWOOD 11; and SHELLHOUSE STEEL ERECTORS,	:	
Respondents.	:	

ORDER GRANTING MOTION OF CHAPTER 7 TRUSTEE TO SELL REAL PROPERTY AND PERSONAL PROPERTY BY PRIVATE SALE SUBJECT TO CERTAIN LIENS AND ENCUMBRANCES

This matter came before the Court on May 4, 2005, upon the motion of Herbert C. Broadfoot II, Chapter 7 Trustee for the estate of T & S Iron Co., Debtor in the above-captioned case (the "Trustee" and the "Debtor", respectively), filed April 11, 2005 (the "Motion"), seeking entry of an order approving the sale of certain improved real property located at 4301 Roosevelt Highway, Red Oak, Georgia (the "Real Property") together with certain

Deed Book 40297 Pg 183

EXHIBIT A

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personal property (the "Personal Property") (the Real Property and the Personal Property are sometimes hereinafter collectively referred to as the "Property"). Present at the hearing were the Chapter 7 Trustee; the proposed purchasers Charles Staffins and Jerome Adams (the "Purchaser"); and counsel for Environmental Planning Specialists, Inc. ("EPS")

No responses to the Motion were filed with the Court or served upon the Chapter 7 Trustee. The Chapter 7 Trustee was presented with a "contract" shortly before the hearing. Following his review of the "contract", the Chapter 7 Trustee stated on the record his decision to proceed with the sale described in the Motion.

After consideration of the Motion and the presentation of the Chapter 7 Trustee and counsel for the Purchaser and lienholder EPS, due notice of the Motion and the hearing having been given, and it appearing that granting the relief requested in the Motion is in the best interest of the estate and all creditors, the Court finds and orders as follows:

FINDINGS

1.

This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a "core" proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

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2.

The Trustee seeks approval pursuant to Section 363 of the Bankruptcy Code to sell the Property to the Purchaser according to the terms set forth in the Motion. Pursuant to the Notice, notice of, and an opportunity be heard in connection with, the sale contemplated by the Motion and the hearing thereon was provided to those parties set forth on the Certificate of Service filed by the Trustee on April 12, 2005. No objection to the Notice was filed nor was any objection to notice raised during the hearing. Such notice and opportunity for hearing were adequate and appropriate in the circumstances of this case, comport with due process requirements, and satisfy the requirements of the Federal Rules of Bankruptcy Procedure.

3.

The sale of the Property shall be "as is" and "where is" with no warranty or representation whatsoever, express or implied. The Trustee shall convey the Property by Trustee's Deed and Bill of Sale. The Purchaser shall take the Property subject to certain liens and encumbrances (the "Assumed Liens") and free and clear of all other liens and encumbrances.

4.

The proposed sale meets the requirements of Section 363 of the Bankruptcy Code and is fair, reasonable and equitable and is in the best interest of the estate and creditors of the estate.

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5.

The Purchaser has acted in good faith and is a "good faith purchaser" within the meaning of Section 363(m) of the Bankruptcy Code.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

(a) The Motion is hereby **GRANTED** and the proposed sale of the Property is hereby **APPROVED**.

(b) The form, manner and sufficiency of the Notice previously served shall be deemed good and sufficient notice of the Motion and the transactions and matters contemplated thereby.

(c) The transaction contemplated in the Motion is **APPROVED** and implemented herein, is in compliance with, and satisfies all applicable provisions of the Bankruptcy Code, including but not limited to Section 363. The terms and conditions of the proposed sale approved by this Order are fair and reasonable.

(d) Subject to the fulfillment of the terms and conditions of the proposed sale as set forth in the Motion, at the closing the Trustee shall sell, transfer, assign and convey to the Purchaser all of the estate's right, title and interest in and to the Property. The Trustee is hereby authorized and directed to execute all documents necessary to consummate the sale and to convey the Property subject to the Assumed Liens and free and clear of all other liens, claims, interests and encumbrances. The Trustee's authorization to perform the proposed sale (including the execution

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and delivery of the Trustee's Deed and Bill of Sale and other closing related documents) will not require any other approval by this Court.

(e) The Property shall be sold "as is", "where is" pursuant to Sections 105(a) and 363 of the Bankruptcy Code. This Order shall and does, without further order of the Court, as of the closing of the proposed sale and payment in full of the purchase price, divest the Trustee and the estate of all right, title and interest in the Property.

(f) This Order is and shall be effective as a determination that, upon the closing of the sale to the Purchaser, all liens, claims, security interests, pledges, encumbrances, liabilities or other interests except the Assumed Liens have been and are adjudged and declared to be unconditionally released, discharged and terminated, with liens attaching to the net proceeds of the sale.

(g) All liens, claims, encumbrances and interests not assumed by the Purchaser shall attach to the net proceeds of the proposed sale to the extent that they exist and to the extent they are not paid at the closing, giving effect to the existing priorities, regardless of any transfer or commingling of such proceeds.

(h) The terms and provisions of this Order shall be binding in all respects upon the Trustee, the Debtor, any parties having received notice of these proceedings, and other parties in interest.

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(i) The stay provided by Bankruptcy Rule 6004(g) shall not apply to the proposed sale, and the parties may proceed to close the sale immediately following entry of this Order.

(j) All of the foregoing findings of the Court are incorporated by reference and made a part of this Order.

(k) In the event of any inconsistency between the Motion and this Order, this Order shall control.

(l) This Court shall retain exclusive jurisdiction over any issues relating to the sale of the Property, and to enforce its orders.

(m) The Trustee shall maintain the net sale proceeds in his estate account subject to further order of the Court.

SO ORDERED at Atlanta, Georgia, this 10th day of May, 2005.

Joyce Bihary

JOYCE BIHARY
Chief United States Bankruptcy Judge

Order prepared and presented by:

Herbert C. Broadfoot II

Herbert C. Broadfoot II
Georgia Bar No. 083750
Attorneys for Trustee

Ragsdale, Beals, Hooper &
Seigler, LLP
229 Peachtree Street, N.E.
Suite 2400
Atlanta, GA 30303
Tel: (404) 588-0500
Fax: (404) 523-6714
Email: hcb@rbhs-llp.com

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DISTRIBUTION LIST

The following parties are to be served by the Clerk of the Bankruptcy Court pursuant to BLR 9013-3(c)(2):

Office of United States Trustee
362 Richard B. Russell Federal Bldg.
75 Spring Street, S.W.
Atlanta, GA 30303-3311

Herbert C. Broadfoot II, Esq.
Ragsdale, Beals, Hooper & Seigler, LLP
229 Peachtree Street, NE
Suite 2400
Atlanta, GA 30303

William L. Rothschild, Esq.
Ellenberg, Ogier & Rothschild, P.C.
170 Mitchell Street, S.W.
Atlanta, GA 30303-3424

Jerome Adams
P.O. Box 1005
116 W. Bryan Street
Douglas, GA 31534

John K. Rezac, Esq.
Chamberlain Hrdlicka White Williams
& Martin
191 Peachtree Street, NE
9th Floor
Atlanta, GA 30303-1747

Kelly S. Scarbrough, Esq.
Cohen, Pollock, Merlin, Axelrod
& Small
Suite 1600
3350 Riverwood Parkway
Atlanta, GA 30339

Thomas R. Walker, Esq.
Troutman Sanders LLP
5200 Bank of America Plaza
600 Peachtree Street, NE
Atlanta, GA 30308-2216

Peter Durham, Esq.
P.O. Box 1038
Newnan, GA 30264-1038

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Vesta Holdings - Heartwood 11
1266 W. Paces Ferry Road
Box #517
Atlanta, GA 30327

Fulton County Tax Commissioner
141 Pryor Street
Atlanta, GA 30303

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[redacted]

EXHIBIT A

TRACT ONE:

All that tract or parcel of land lying and being in Land Lot 126 of the 9th District of Fulton County, Georgia, as shown on that survey for Robert L. Smith by Eston Pendley, Georgia Registered Land Surveyor No. 945, dated May 1, 1986, and being more particularly described as follows:

Beginning at a point on the northwesterly Right-of-Way of Roosevelt Highway a distance of 642.0 feet in a southwesterly direction along the said Right-of-Way form the center line of A. B. & C. Railroad; running thance southwesterly along the Right-of-Way of Roosevelt Highway a distance of 250.0 feet to a nail; running thence North 01 degree 12 minutes West a distance of 978.3 feet to an iron pin; running thence North 58 degrees 15 minutes East a distance of 129.3 feet to an iron pin, running thence South 00 degrees 33 minutes East a distance of 721.8 feet to an iron pin; running thence South 31 degrees 22 minutes East a distance of 227.5 feet to an iron pin on the northwesterly Right-of-Way of Roosevelt Highway and the POINT OF BEGINNING.

TRACT TWO:

All that tract or parcel of land lying and being in Land Lot 126 of the 9th District of Fulton County, Georgia, and being more particularly described as follows:

TO REACH THE TRUE POINT OF BEGINNING, begin at a point on the southwesterly side of Yankee Drive (if extended) a distance of 855.4 feet northwesterly, as measured along the southwesterly side of Yankee Drive from the intersection formed by the southwesterly side of Yankee Drive from the intersection formed by the southwesterly side of Yankee Drive with the northwesterly side of Roosevelt Highway (U.S. Highway 29); running thence South 58 degrees 15 minutes West 112.3 feet to a point; running thence South 01 degree 12 minutes East 152 feet to the TRUE POINT OF BEGINNING (said point also being the northeasternmost corner of that parcel of land acquired by Eddie J. Morris from Eva Mae Glosson under Warranty Deed dated 12/18/70, recorded in Deed Book 5324, Page 434, Fulton County Records); from the TRUE POINT OF BEGINNING, thus determined, running thence South 01 degree 12 minutes East 80 feet to an iron pin located 757.1 feet North 01 degree 12 minutes West form the northwesterly side of Roosevelt Highway as measured along the eastern Right-of-Way line of a 30-foot driveway easement; running thence North 59 degrees 50 minutes West 283.5 feet

continued.....

[redacted]

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Apr 25 03 09:34a Spalding Land 770 649 1381 p.5

EXHIBIT A (CONTINUED)

to an iron pin; running thence South 17 degrees 26 minutes West 467.5 feet to an iron pin; running thence North 81 degrees 41 minutes West 40 feet to an iron pin located on the East property line of property now or formerly owned by T & S Iron Co.; running thence North 08 degrees 19 minutes East, along the east line of property now or formerly owned by T & S Iron Co., 484.6 feet to an iron pin; running thence South 81 degrees 41 minutes East, along the south line of property now or formerly owned by T & S Iron Co., 30 feet to an iron pin; running thence North 08 degrees 19 minutes east along the east line of property owned by T & S Iron Co., 132.4 feet to an iron pin; running thence South 53 degrees 05 minutes East, along the north boundary of property now or formerly owned by Eddie J. Morris, 380.4 feet to the POINT OF BEGINNING, being a 1.5 acre tract of land all as shown on plat of survey dated 8/11/76, prepared for "T & S Iron Co., " by Eston Pendley & Associates, Inc., Registered Surveyors, and recorded in Plat Book 110, Page 4, of Fulton County Records.

TRACT THREE:

All that tract or parcel of land lying and being in Land Lot 126 of the 9th District of formerly Campbell, now Fulton County, Georgia, being Lot 1 of J.E. Glosson property according to plat recorded in Plat Book 59, Page 72, Fulton County records, more particularly described as follows:

BEGINNING at an iron pin at the westernmost corner of a terminus of a 30 foot private driveway, said iron pin being located 30 feet west of the southeast corner of Lot 2 of the plat above-referred to; thence in a southerly direction 484.6 feet to an iron pin; thence in a westerly direction 150 feet to an iron pin on the property line now or formerly belonging to Sewell; thence North 8 degrees 19 minutes East along a fence and property now or formerly known as Sewell property 484.6 feet to an iron pin at the southwest corner of Lot 2 of the plat herein referred to; thence South 81 degrees, 45 minutes East along the terminus of the 30 foot driveway and the POINT OF BEGINNING.

continued.....

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Apr 25 03 09:35a Spalding Land 770 649 1381 p.6

[redacted]

EXHIBIT A (CONTINUED) [redacted]

TRACT FOUR:

All that tract or parcel of land lying and being in Land Lot 126 of the 9th District of Fulton County, Georgia, more particularly described as follows:

To find the BEGINNING POINT, begin at a point on the southwest side of Yankee Drive (if extended) 855.4 feet northwest form the intersection of the southwest side of Yankee Drive and U.S. Highway No. 29,. As measured along the southwest side of Yankee Drive; running thence South 58 degrees 15 minutes West 112.3 feet to an iron pin; running thence South 1 degree 12 minutes East 152 feet to an iron pin; running thence North 53 degrees 5 minutes West 380.4 feet to an iron pin; which is the TRUE POINT OF BEGINNING, thence South 8 degrees 19 minutes West 132.4 feet to an iron pin; running thence North 81 degrees 41 minutes West 180 feet to an iron pin; running thence North 8 degrees 19 minutes East 458.3 feet to an iron pin; running thence North 86 degrees 19 minutes East 184.1 feet to a point; thence South 8 degrees 19 minutes West 364.4 feet to the POINT OF BEGINNING.

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Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

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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: CHARLES STAFFINS Phone Number: 770 465-3455

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

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   c. Streams/stream buffers

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

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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

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Watts & Browning Engineers, Inc.

Civil Engineering · Land Planning · Land Surveying

February 10, 2021

Environmental Site Analysis (ESA)
FORM A ~ Attachment

Environmental impacts of the proposed project:

a. Wetlands: Campbell Environmental, Inc. has investigated the subject property and has identified wetlands and streams on the property as shown on the Site Plan. The National Wetlands Inventory map produced by the US Fish and Wildlife Service similarly indicates that wetlands are likely in that area. However, no proposed disturbance of wetlands except for required building expansion or additional parking or access improvements. Any wetland or creek disturbance will require approval from USACOE.

b. Floodplain: Based on published National Flood Hazard FEMA mapping, panel number 13121C0457F, it is our opinion that a portion of the property, outside of proposed development areas, is in zone X. No disturbance is proposed or anticipated in the minor flood zone area.

ZZ1-003

c. Streams/stream buffers: Campbell Environmental, Inc. has investigated the subject property and has identified wetlands and streams on the property as shown on the Site Plan. Fulton County GIS maps as well as FEMA maps, USGS maps and aerial photography indicate that there are minor streams limited generally to the floodplain area of the property thereof. South Fulton and State stream buffers will be honored and preserved without disturbance throughout the development of the subject property. If any disturbance is required, it would be only for access drive improvements, and would be coordinated with the Fed, State and county for approval prior to any disturbance or construction.

d. Slopes exceeding 33 percent over a 10-foot rise in elevation: Based on Fulton County GIS topographic mapping, there are no areas on this property that exceed 33 percent slope over ANY rise in elevation.

FEB 19 2021

1349 Old 41 Hwy NW, Suite 225, Marietta, Georgia 30060 · Phone: 678-324-6192 · Facsimile: 770-694-6870

e. Vegetation (including endangered species): Based on field observation and given that the adjacent tracts, had no findings of any endangered species present. The existing site is partially developed and the remaining moderately wooded. No portions of the floodplain, stream buffers or potential wetland areas will be cleared of timber except for improved access to parcel.

f. Wildlife Species (including fish and endangered species): Based on the online resources provided by US Fish and Wildlife Service as well as the Georgia DNR, Wildlife Resources Division, Natural Heritage program and an on-site visit, no endangered or protected species of fish or plant was evident on the subject property.

g. Archeological/Historical Sites: No readily apparent archeological or historical sites were observed on this property based on a site visit and available mapping. No documents were found that would indicate such on the subject property. The GNAHRGIS website maps did not indicate any such natural, archeological or historical resources on the property.

Daryl R. Cook, P.E.
Watts & Browning Engineers, Inc.

221-003

FEB 19 2021

Watts & Browning Engineers, Inc.
1349 Old 41 Hwy NW, Suite 225, Marietta, GA 30060 · Phone: 770-451-7453 · Facsimile: 770-455-3955

IMPACT ANALYSIS
FORM B

Applicant: STAFFING

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, AREA IS PREDOMINANTLY MANUFACTURING USES.

2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property? NO. RATHER, THE PROPOSAL BETTER CONFORMS TO THAT OF ADJACENT & NEARBY PROPERTIES.

3. Does the property to be rezoned have a reasonable economic use as currently zoned? YES, BUT THE AG PORTION DOES NOT ALLOW REASONABLE ECONOMIC USE.

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. THE EXISTING & AFFILIATED USE WILL HAVE NO ADVERSE AFFECT TO STREETS, FACILITIES OR SCHOOLS. PROPOSAL WILL ENHANCE.

5. Is the zoning proposal in conformity with the policies and intent of the land use plan? ABSOLUTELY. M2 IS REFLECTED IN LAND US 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? NO CHANGING CONDITIONS ARE ANTICIPATED AS EXISTING MANUFACTURING USE WILL REMAIN.

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? ZONING WILL NOT CREATE ADVERSE ENVIRONMENTALLY. RATHER, THIS USE WILL ALLOW PRESERVE SUCH EXISTING RESOURCES BY ADHERING TO REQUIRED BUFFERS.

Attach additional sheets as needed.

22-1003

FEB 19 2021

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) Charles Staffins

Signature: Charles W. Staffins Date: 1-27-21

RECEIVED FEB 19 2021

Z21-0023

PUBLIC PARTICIPATION PLAN
FORM D

Applicant: CHARLES STAFFINS, ETC

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 EXHIBIT OF PROPERTY OWNERS

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.)

LETTERS & MEETING NOTICES

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.)

COMMUNITY MEETINGS AS WELL AS ZOOM MEETING ACCESS.

Attach additional sheets as needed.

FEB 19 2021

21-003

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: CHARLES STAFFINS Petition No. _____

Date: _____

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

TBD

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.

Z21-003
FEB 19 2021

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	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)
DATE:	August 24, 2021
SUBJECT:	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)
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z21-004	Cover Memo	8/20/2021
Z21-004 and CV21-005 staff report FINAL FOR COUNCIL 7.27.21	Cover Memo	8/20/2021

Z21-004
CV21-005

Rezoning and Concurrent Variance
o Yates Rd.

City Council Meeting
City of South Fulton
August 24, 2021

Z21-004 & CV21-005: 0 Yates Rd.

- Case was deferred from the July 27th Council meeting
- Staff recommendation is denial due to noncompliance with the Future Land Use Map
- Planning Commission recommended approval

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: **Z21-004 and CV21-005 for 0 Yates Rd**

MEETING DATE: July 27, 2021

Applicant seeks to rezone from **NUP (Neighborhood Unit Plan) to MIX (Mixed Use)** for the purpose of building mixed-use senior apartments. This would also involve an amendment to the Future Land Use Map from Suburban Neighborhood to Regional Live Work.

Applicant also seeks the following concurrent variances:

1. To amend the parking requirement from 186 down to 151. This would be broken down as 1 per unit (114 spaces) and 37 on street spots for guests. The total reduction request is 35 spaces.
2. A reduction in the required front landscape strip from 20 feet to 10 feet.
3. A reduction in the required side yard from 25 feet to 15 feet.
4. An allowance to build a road in the 10-foot improvement setback.

STAFF RECOMMENDATION: Denial on all

PLANNING COMMISSION RECOMMENDATION: Approval on both cases

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Donald Washington for Bolster Real Estate Partners L.L.C. 2179 Niles Place NE Atlanta GA, 30324
Status of Applicant:	Developer
City Council District(s):	District 3
Parcel ID Number:	13 0034 LL0897
Area of Property:	4.5 Acres
Current/Past Use of the Property:	Undeveloped
Prior Zoning Cases/History:	2004Z -0080, rezoning AG-1 to NUP, APPROVED
Surrounding Zoning:	North: AG-1 South: A-1 East: AG-1, and R-3 West: None (I-285)
2035 Future Land Use Designation:	Character Type: Suburban Neighborhood Land Uses: Residential 2 to 3 Units per acre, Open Space, Public, Semi-Public and Institutional Zonings: R-3, R-3A, R-4A, CUP, NUP
Compatibility to the Fulton County 2035 Comprehensive Plan:	No
Overlay District:	None
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: Roosevelt Highway Classification: Minor Arterial Public Transit: Rte. 180 serves Roosevelt Highway

	Bike/Pedestrian Access: No sidewalk or bicycle lanes on Yates Rd.
Parking Required (Retail/Service Stations):	As determined in the MIX conditions. Petitioner is asking for a parking variance for the residential component.

MAPS

City of South Fulton Zoning and Aerial Map:

(see attached)

Proposed Site Plan:

(see attached)

PUBLIC PARTICIPATION

The applicants have held multiple public meetings concerning this project. Two virtual meetings were held on March 30 and April 8, 2021, via Zoom. An in-person meeting was held on April 14, 2021. The report for all meetings is attached.

The applicants have also met on multiple occasions with the D3 Councilmember and staff.

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;**
   This proposal would be a big departure from both the Future Land Use Map and the surrounding development. Although bordered on one side by an existing apartment complex, the new proposal is significantly denser. Otherwise, the neighborhood is single family residential.

   While the project may have merit in and of itself, the opinion of the department is that there may be other locations within the City that are more suitable for a project of this magnitude.

2. **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**
   No. Although not in compliance with the land use map for the area, the project as proposed would not negatively affect the surrounding neighborhood. It would however, be a significant change from what had originally been envisioned for the area.

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 is for low density single family residential. Given the fact that this property abuts the highway, this is not a development type that would likely be realized at this location. Furthermore, the current development plan that was approved for the property consists of a single row of single family residential. This has never been constructed as approved.

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. Although This project would be of a density much higher than what is currently in the area, this development is 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. Additionally, Fulton County Schools sent their report showing no concern with the possible increased enrollment from this project.

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

No. This rezoning request conflicts with the land use plan.

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 project proposed here would not be environmentally averse, and any site environmental concerns would have to be addressed in any development plan.

VARIANCE CONSIDERATIONS

Staff is including the specific conditions that must be considered for a variance to be granted to assist the Zoning Board of Appeals in considering the application and its merits. According to our Code, these considerations include:

808.09 Hardship Criteria:

Primary variances shall only be granted by the Zoning Board of Appeals and concurrent variances shall only be granted by City Council upon showing that, owing to special conditions, a literal enforcement of the provisions of this Ordinance would result in unnecessary hardship and such approval will not be contrary to the public interest. A variance from the terms on this Ordinance shall not be granted unless a written application is submitted demonstrating:

a) The application of the particular provision of the Zoning Ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of

its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public**;**

b) That special conditions and circumstances exist which are peculiar to the land, structure, sign, or building involved and which are not applicable to other land, structures, or buildings in the same district;

c) That literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties within the same district under the terms of this Ordinance;

d) That the special conditions and circumstances do not result from the actions of the appellant;

e) That granting the variance requested will not confer on the appellant any special privilege that is denied by this Zoning Ordinance to other lands, structures or buildings in the same district;

f) That the request is limited to the extent necessary to alleviate the unnecessary hardship and not as a convenience to the appellant nor to gain any advantage or interest over similarly zoned properties; and

g) Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of the Zoning Ordinance.

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: The report is attached.

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

Regarding the rezoning request, the recommendation is for Denial. While this development may have merit on its own, at the current proposed location it is not in compliance with our current Future Land Use Map. It is the policy of the City of South Fulton to maintain compliance with the Future Land Use Map in all cases so that the desired growth patterns of the Comprehensive plan can be maintained.

Concerning the concurrent variances, the recommendation is also for Denial. They are being requested in conjunction with a request not in compliance with the Future Land Use Map and the policy of the City.

PLANNING COMMISSION RECOMMENDATION

At the June 15, 2021 Planning Commission meeting, the board recommended Approval of both cases.

PREPARED BY: Nathan Mai-Lombardo, Planning and Zoning Administrator

REVIEWED BY: Shayla Reed, Director, CDRA

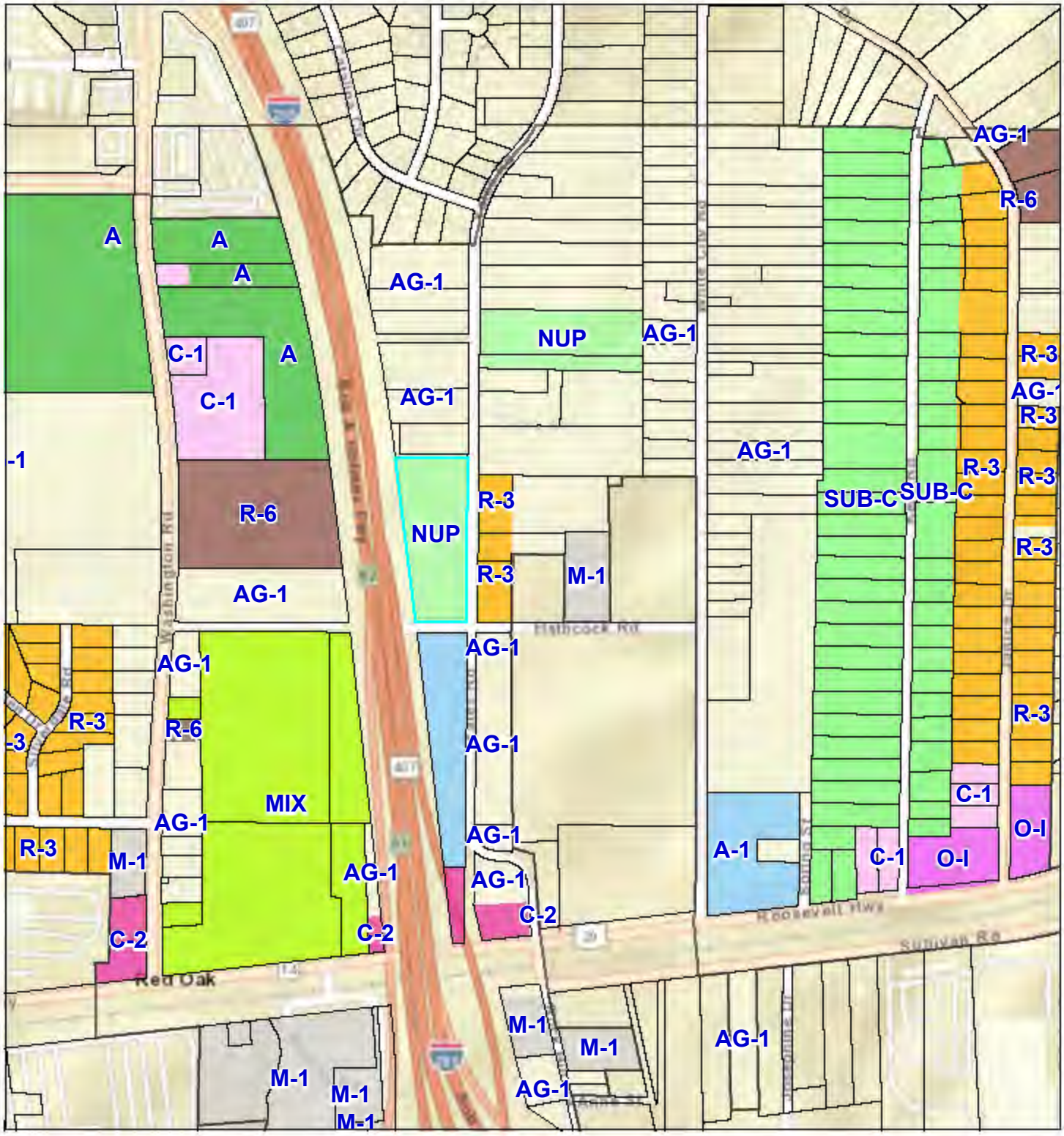
Google Maps Yates Rd



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 500 ft

City of South Fulton I August 24, 2021

COSF ArcGIS Web Map



5/7/2021, 12:16:57 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

City Limits

Tax Parcels from County

Current Zoning

A (Medium Density Apartment)

A-1 (Apartment Dwelling)

AG-1 (Agricultural)

C-1 (Limited Commercial)

C-2 (General Commercial)

M-1 (Light Industrial)

MIX (Mixed Use)

NUP (Neighborhood Unit Plan)

O-I (Office & Institutional)

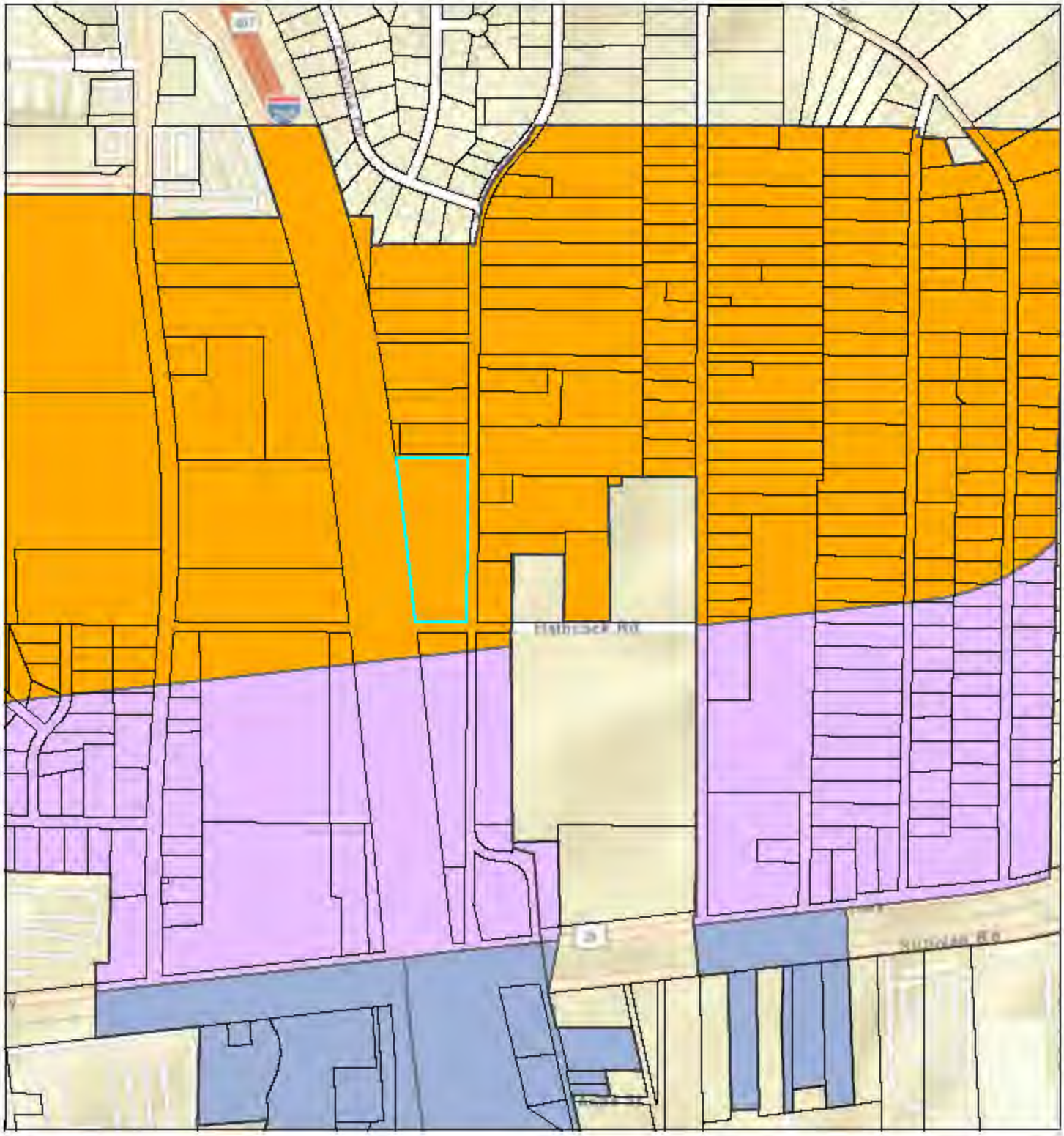
R-3 (Single Family Dwelling)

R-6 (Single Family Dwelling)

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

COSF ArcGIS Web Map



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City Limits

Tax Parcels from County

2035 Future Land Use

Business Park

Community Live Work

Suburban Neighborhood

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

DILLARD Sellers
ATTORNEYS AT LAW

Jeff Haymore
404.665.1242

Email:
jhaymore@dillardsellers.com

June 3, 2021

Nathan Mai-Lombardo
Planning and Zoning Administrator
Department of Community Development and Regulatory Affairs
City of South Fulton
5440 Fulton Industrial Boulevard, SW
Atlanta, Georgia 30336

Re: Application # Z21-004: Amendment filings for 5140 Yates Road, "The Kourtney"

Dear Nathan:

Based on input received at community outreach meetings, Staff and Applicant's design professionals, please find enclosed the following which I ask to be substituted for the originals, placed in the official application file and included in your CZIM presentation on June 7, 2021:

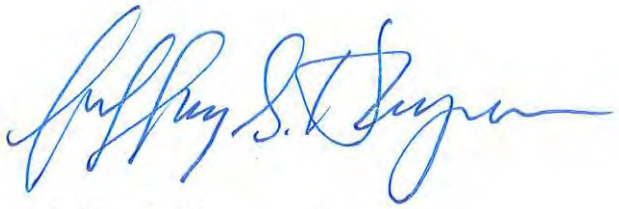
1. Amended site plan dated June 3, 2021. The amended site plan arranges the site in a manner that increases the open/green space while increasing a unit count from 114 to 120, changes the bedroom count slightly and also increases total proposed on-site parking from 151 spaces (original application) to 174 spaces. Applicant still requests a parking reduction in accordance with City Code Sec. 404.05(c), from the total required on-site of 196 to 174. A detailed parking calculation is attached hereto as Exhibit "A". In addition, Applicant still requests concurrent variances from the front and north side yard setbacks as stated in the original concurrent variance application;
2. Project Images, consistent with the amended site plan, depicting the following:
    a. Flexible Designs
    b. Flexible Unit Plans
    c. Intimate Courtyards
    d. Residential Scale
    e. Well Designed Streets
    f. Designed for Dignity; and
3. Elevation Perspective.

Please let me know if you have any questions about this. As we discussed today, you will allow Applicant to share its screen at the CZIM meeting in order to share additional project details.

[signature on following page]

DILLARD Sellers
ATTORNEYS AT LAW

Sincerely,



Jeffrey S. Haymore, Esq.

Cc: Donald Washington, Bolster Real Estate Partners, LLC

Exhibit "A"

Parking Calculation

With regard to off-street parking, Article 6 does not specify minimum number of off-street parking spaces by zoning district. Instead, Table 6-1 provides that for multi-family with fewer than 40 units/acre, the parking ratio is 1.4 spaces for 1-bedroom units and 2 spaces for 2-bedroom units.

UNIT MIX		
Unit Type	***# of Units***	***# of bedrooms***
Studio	20	20
1 Bedroom	54	54
Two Bedroom	46	92
Total/Average	120	166

At 74 1-bedroom/studio units (74 x 1.4 = 103.6) and at 46 2-bedroom units (46x 2.0 = 92), the required off-street parking is 196 (104 + 92 =196).

As shown on the site plan, the proposed development will provide 174 spaces as follows:

1. 128 off-street spaces for residents; and
2. 46 on-street parking for residents and guests

Applicant requests, pursuant to Sec. 404.05(c), that the City Council reduce the required off-street parking by 68 parking spaces but only by 22 total parking spaces.

PROJECT INFORMATION

SITE DATA

EXISTING ZONING: NUP (NEIGHBORHOOD UNIT PLAN)
PROPOSED ZONING: MIX (MIXED USE)

TOTAL ACREAGE: 4.503
DISTURBED ACREAGE: 4.5

FULTON COUNTRY, GA
LAND LOT 34; 13TH DISTRICT
PARCEL #: 13 0034 LL0897
SETBACKS:
FRONT: 0 ft.
SIDE: 0 ft.
BACK 0 ft.
MINIMUM COMMON OUTDOOR AREA: 20%

BUILDING DATA

OFFICE/COMMERCIAL SPACE: 3,625 SF
PROPOSED UNITS: 120 UNITS (74-1BR/STUDIO & 46-2BR)
PROPOSED DENSITY: 27 UNITS / AC
MAX. BUILDING HT.: 60 ft.
PROPOSED BUILDING HT.: 40 ft. < 60 ft.

PARKING DATA

REQUIRED PARKING
MULTIFAMILY
(1.4 SPACES / 1-BR UNIT): 74 X 1.4 = 104 SPACES
(2 SPACES / 2-BR UNIT): 46 X 2 = 92 SPACES
TOTAL REQUIRED: 196 SPACES
PARKING PROVIDED:
128 RESIDENTIAL PARKING
46 ON-STREET GUEST PARKING
174 TOTAL SPACES

UTILITY PROVIDERS

WATER: CITY OF ATLANTA
SEWER: FULTON COUNTY

OWNER / DEVELOPER (PRIMARY PERMITTEE)
DONALD R. WASHINGTON
2719 NILES PLACE NE
ATLANTA, GA 30324
BOLSTER REAL ESTATE PARTNERS, LLC
DWASH17@GMAIL.COM

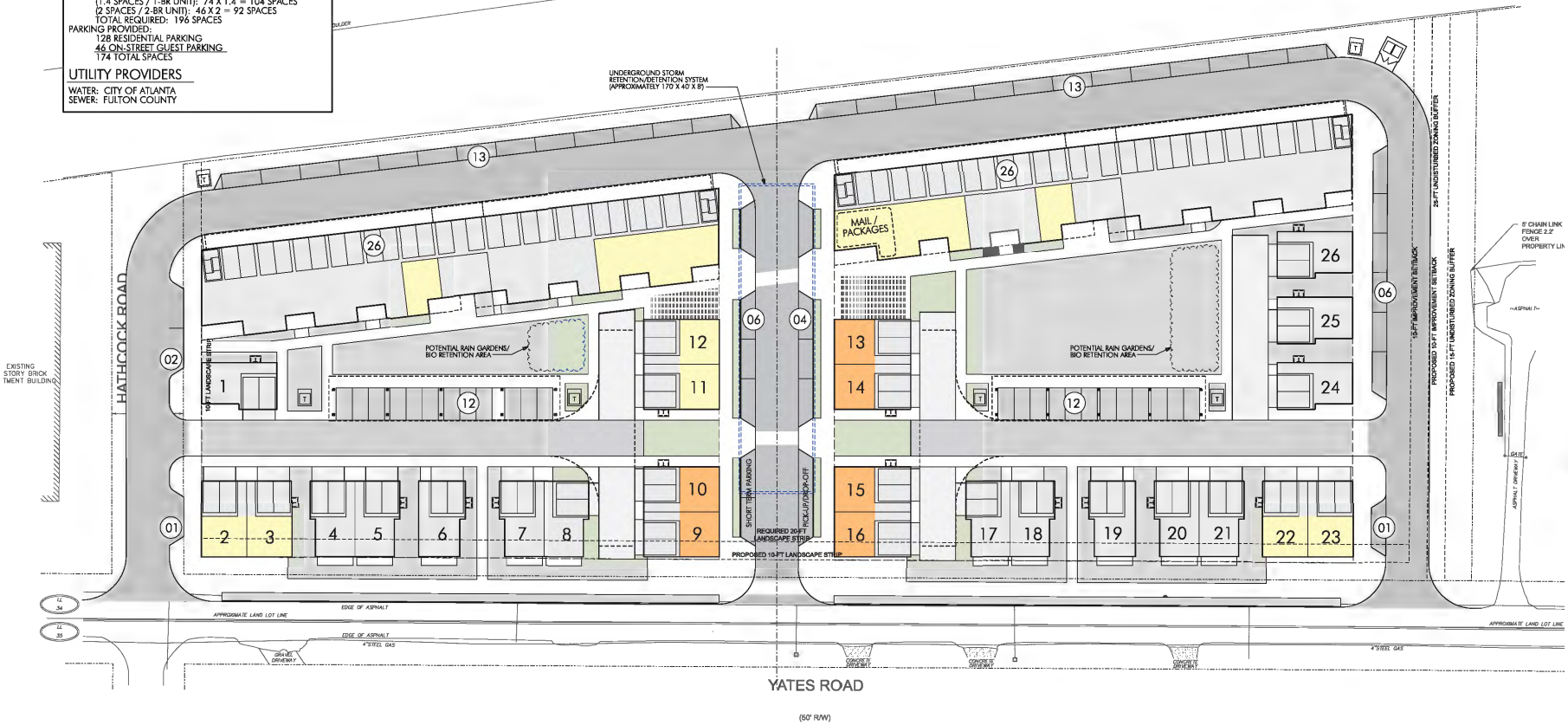
CIVIL ENGINEER
ANTONIO SAMPLE
EBERLY & ASSOCIATES, INC.
2951 FLOWERS ROAD SOUTH
SUITE 119
ATLANTA, GA 30341
(770) 452-7549
ASAMPLE@EBERLY.NET

ARCHITECT
ERIC SEUGLING
CHOATE + HERTLEIN ARCHITECTS
1409 NORTH HIGHLAND AVE, NE
SUITE H
ATLANTA, GA 30306
(404) 686-7214
ESEUGLING@SBCHARCH.COM

24 HOUR CONTACT
SHARA MCLENDON
(404) 640-6029
SMCLENDON@DARDENCOMPANY.COM



LOCATION MAP (N.T.S.)



01 A-Z1.0 ARCHITECTURAL SITE PLAN
SCALE: 1" = 30'-0"
0 15 30 60
NORTH

CHOATE HERTLEIN
1409 NORTH HIGHLAND AVENUE, NE
SUITE H
ATLANTA, GEORGIA 30306
404 872 8400 | SBCHARCH.COM

EBERLY & ASSOCIATES

THE KOURTNEY @YATES ROAD

LAND LOT 34
13TH DISTRICT
FULTON COUNTY

PROJECT: SBCH 22103.00
PRINTED: ZONING AMENDMENT JUNE 03, 2021
REVISED:

A-Z1.0
ARCHITECTURAL ZONING SITE PLAN
NOT ISSUED FOR CONSTRUCTION

Fulton County Schools
Where Students Come First

Rezoning Impact Statement

5/28/2021

PETITION: Z21-004

JURISDICTION: South Fulton

Proposed Residential Units

Single-family detached	Townhouses	Apartments	Condominiums
0	0	114	0

HOME SCHOOL	PROJECTED BASELINE ENROLLMENT [A]	GADOE CAPACITY	EST. # NEW FCS STUDENTS GENERATED	PROJECTED UNDER/OVER CAPACITY [B] WITHOUT DEV	PROJECTED UNDER/OVER CAPACITY [B] WITH DEV
College Park ES	595 to 631	850	8 to 35	-255 to -219	-255 to -184
Woodland MS	750 to 796	1,200	0 to 9	-450 to -404	-450 to -395
Banneker HS	1,511 to 1,605	1,900	1 to 18	-389 to -295	-388 to -277
TOTAL			9 to 62		Insufficient historical data to run report?: ☐

HS REGION: Banneker HS

	AVERAGE - 1 STD DEV		AVERAGE + 1 STD. DEV.	
One single-family detached unit generates:	0.077994	to	0.318396	*elementary school students*
	0.023711	to	0.115723	*middle school students*
	0.041022	to	0.221938	*high school students*
One townhouse unit generates:	0.044856	to	0.429742	*elementary school students*
	0.031675	to	0.119061	*middle school students*
	0.029398	to	0.230526	*high school students*
One apartment unit generates:	0.070689	to	0.307245	*elementary school students*
	0.002247	to	0.075229	*middle school students*
	0.009783	to	0.160929	*high school students*
One condominium unit generates:		to		*elementary school students*
		to		*middle school students*
(Note: Empty/null values indicate insufficient historic data)		to		*high school students*

[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 stduents 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.***

City of South Fulton I August 24, 2021

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Bolster Real Estate Partners, LLC Petition No. _____

Date: 4/20/21

1. The following parties were notified of the requested rezoning/use permit:
See enclosed list of property owners within 1/2 mile. In addition, notification was sent to constituents of District 3 via mailer by Council member Helen Willis in April. A copy of of the mailer is also enclosed.

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)
Zoom meetings were held on March 30 and on April 8 from 7-8 pm. An in-person "open house" was held on April 14 from 1-7 pm. Additional details on the meeting are included in the attached mailers. A copy of the power point presentation at the Zoom meetings is enclosed.

3. The following issues and concerns were expressed:
See attached meeting reports. Also, a video recording of the Zoom meetings is being provided electronically.

4. The applicant's response to issues and concerns was as follows:
See attached meeting reports.

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 Report

The Kourtney: Yates Road

Meeting Date: March 30, 2021 at 7:00 p.m.

Meeting Location: Zoom (Meeting ID 861 8517 5125; Code: 218377)

Notice was mailed to the owners on the list included in the rezoning application

Eight residents attended the online meeting (Dr. Jones, Linnie Grier, Lareecia, Rich Yun, Vearl Jones, KT (only initial given), K. Robinson, Rev. Doc. Jo (no last name given). The Zoom log for participants and comments is attached as Exhibit A. Attendees were able to ask questions in the chat feature and also verbally. The meeting lasted approximately 45 minutes when attendees had no further questions/comments

Summary of issues/questions raised during meeting:

1. Will development be a gated community?
2. What kind of retailers?
3. Will development primarily front on Yates Road or Hathcock Road?
4. Is the development planning on making improvements to Roosevelt Highway/Rock Hill Road/Sullivan Road intersection?
5. Will there be employment opportunities for residents?
6. When is the scheduled groundbreaking?
7. Why not look to do project on Washington Road?

Summary of Applicant's response

1. Regarding gated community, Applicant stated that it was seeking input from the community on this issue, had not made any decision on this issue and would have a third-party management company to manage property but that safety and well-being on its residents is paramount
2. Regarding type of retailers, Applicated stated that it was seeking input from the community on this issue, that no specific retailer/commercial tenant has been finalized but looking at potential users like coffee shop, small grocer, restaurant, dry cleaner, etc.
3. Regarding frontage, Applicant stated that Yates Road would be primary street frontage
4. Regarding planned traffic improvements, Applicant team stated that it is not making any improvement to the Roosevelt Highway/Rock Hill Road/Sullivan Road intersection which is approximately ¼ mile south of the project.
5. Regarding employment opportunities for residents, Applicant stated that this is a possibility for commercial uses
6. Regarding groundbreaking, Applicant stated Spring 2022.
7. Regarding Washington Road v. Yates Road, Applicant stated that site under contract is on Yates Road.

Resident Reaction

1. Dr. Jones loves the project. She grew up on White City Road, just to the east of the site.
2. Linnie Jones loves the project. Her family owns the tire job just to the south of the site at Yates Road and Roosevelt Highway

MARCH 30 ZOOM CHAT

chat.txt

19:27:02 From Dr. Jones : Will this be a gated community? security environment? Mr. Washington mentioned growth in this area. Do and White City Road?
19:30:57 From Dr. Jones : Not this project, but do you know if there are any future projects on these roads
19:31:37 From K. Robinson : Do you know what kind of retailers will be coming into the development?
19:32:15 From K. Robinson : I know you mentioned a coffee shop and dry cleaner, but are these set in stone or just potential typ
19:33:37 From Dr. Jones : Will this sit on Hathcock Road or more on Yates Road? Any employment opportunities
19:33:39 From Rich Yun : hi, what about the land on washinton rd?
19:33:57 From Linnie Grier : are you going to put a round about on yates road they have a lot of accidents there
19:34:59 From Rich Yun : The land is next to the Atl Job corp
19:35:24 From Linnie Grier : By the tires shop?
19:37:38 From K. Robinson : and the railroad is kinda off to the side
19:37:49 From Dr. Jones : its at Sullivan road
19:39:02 From Rich Yun : on the Washington rd next to Atl Job corp, it is betwwen church of Red Oak & Spread the word church. Th
19:39:05 From Dr. Jones : Great idea!
19:39:12 From Rich Yun : that I had question
19:39:13 From K. Robinson : The Jop Corp is an eyesore. I'll be glad for something nice looking to make me ignore it
19:40:55 From Dr. Jones : When is groundbreaking?
19:43:01 From Dr. Jones : I think its attractive and great idea for making the area more pleasant
19:48:27 From Rich Yun : please send me email to realty@7globe.com
19:48:34 From Rich Yun : thank you guys

Public Participation Report #2

The Kourtney: Yates Road

Meeting Date: April 08, 2021 at 7:00 p.m.

Meeting Location: Zoom (Meeting ID 869 5621 4883; Code: 505852)

Notice was mailed to the owners on the list included in the rezoning application

Seventeen residents attended the online meeting (Dr. Jones, Vearl Jones, Ann Norman, Eddie Fisher, Lareecia, Harriet N, Doris Derby, "The Sun on the Peak, LLC" , Michelle, Rev Doc John Allen Sr., Deacon John Balkum, Rich Yun, Paula Bailey, Rosario Rivera, Jean & Ralph Leslie, Marva Leslie, James Davis. The Zoom log for participants and comments is attached as Exhibit A. Attendees were able to ask questions in the chat feature and also verbally. The meeting lasted approximately 45 minutes when attendees had no further questions/comments.

Summary of issues/questions raised during meeting:

1. How much will the units cost?
2. Where would this project be located exactly?
3. When do you plan to complete this project?
4. Can you share more about the re-zoning and how it will affect residents? Does it open the area up for other developers to come in and build non-residential?
5. Have you taken in consideration the traffic in that area?
6. Will this property be at East Point or College Park?
7. You mentioned that 3rd party traffic company said it won't be an issue, but it will be coming into Catalina Rd/ Yates Rd and nearby residential neighborhoods. Traffic has picked up from recently added businesses.
8. How big is the lot? How many different residents are you having on the lot?
9. Do you plan to do a community garden?
10. Will you ask the City of SF to install a traffic light at Roosevelt and Yates?
11. Noise abatement dealing with train, highway, airport, etc. Have you considered this concern?
12. How many units per a building?
13. What plans do you have for security within the complex? Will you have security guards and cameras?
14. Who is the builder of the project?
15. Is there wiggle room on age of 55+?
16. Is this a black owned company?

Summary of Applicant's response

1. This is a market rate project but 15% will be allocated to 60% AMI (Area Median Income). This will be mixed income with studios at $950, 1 BD at $1,100 and 2 BD at $1,300.
2. Located next door to Pine Cove Apartment Bldg at 4755 Yates Rd. There is not physical address for the project yet.

3. Currently in middle of re-zoning process. Will get feedback on 4/14 from final community engagement event. Coordinating with design team on finalizing documents, pricing documents, etc. Plan to break ground early spring 2022, with 18-24 month construction period.
4. Re-zoning will only impact our specific site, it would not change zoning of surrounding sites. Residential areas would remain the same and not impacted by re-zoning of the project site. The city of S. Fulton has parameters in place to protect resident zones but we can only speak to our specific project. We cannot guarantee the city's expectations for the city. This is the first time this has been done in COSF.
5. Traffic engineers predict that impacts will be minimal for this area. It was recommended not to spend added cost to do full traffic study due to their past experience.
6. This property will be located in city of South Fulton.
7. Project is tucked further into Yates Rd and keeping car circulation internal to the site.
8. Total site is 4.5 acres. Looking to house 114 units, with a mix of 1-2 bedrooms.
9. We would like to consider incorporating community gardens, walking paths, etc. to promote healthy living.
10. Not directly related to our site but it would be a recommendation we shared with the COSF as feedback from the residents
11. We will work with acoustical consultants to build plan for meeting proper noise levels inside/outside the site. May include better quality construction materials, etc.
12. Each structure can accommodate up to three units.
13. We'll incorporate technology. There will be an onsite property manager team and staff frequently. There will be in unit security features and alarm systems. We will not have gates to restrict flow. Exact logistics have not been worked out yet but absolutely plan to have safety as a #1 priority. We will look at best practices from other community developments as well. We will continue to share as we get further along in the project.
14. Bolster Real Estate Partners
15. It is age targeted to 55+, but not fully restricted. There will be some flexibility. Will not split any families if one spouse meets the age group.
16. YES! The whole team is diverse.

Resident Reaction

1. Dr. Paula Bailey - Concern about increased traffic from the development. Currently experiencing dangerous speeders through the subdivisions nearby.
2. Concern expressed about other developers coming in to change current residential neighborhoods to commercial
3. James Davis - Shared he thinks it's a positive growth opportunity for the community.

Open Share Copy link Download Delete Copy to Previous 2 of 5 Next

Open in Text Editor

APRIL 8 ZOOM CHAT

chat.txt

1 19:10:37 From Darden : Feel free to drop your questions here in the chat as they come to mind so that we can answer them at the
2 19:32:01 From Michelle's Galaxy Tab S7 5G : where would this be located
3 19:32:47 From paulabailey : what side of Roosevelt High way will this project be
4 19:33:34 From Harriet N : When do you plan to complete this project?
5 19:34:12 From paulabailey : Have you take in consideration the traffic in that area
6 19:38:02 From Harriet N : Will this property be at East Point or College Park?
7 19:39:09 From doris derby : There will be a big increase in the traffic flow between Roosevelt, Yates, and moving toward Catali
about improving the traffic flow from Roosevelt Hywy, the dangerous curve feeding into Roosevelt, and moving down Yates both ways? W
around the curve.
8 19:42:53 From doris derby : Will you ask the City of SF to install a traffic light at Roosevelt and Yates?
9 19:46:29 From doris derby : I wholeheartedly agree with the speaker. The traffic flow is not minimal through the sub division in
is dangerous.
10 19:56:38 From Darden : brealestatepartners@gmail.com
11 19:56:50 From doris derby : What plans do you have for security within the complex?
12 19:59:05 From doris derby : Will you have security guards and cameras?
13 19:59:36 From Darden : If there are any additional questions following this meeting, please email brealestatepartners@gmail.com
14 20:00:03 From doris derby : My question was not answered.
15

Public Participation Report #3
The Kourtney: Yates Road

Meeting Date: April 14, 2021, 30-minute sessions between 1:00 p.m. to 7:00 p.m.
Meeting Location: 3435 Roosevelt Highway, Suite 11, Atlanta, Georgia 30349

We had two residents attend this in-person "open-house" style meeting. Notes from each conversation between these residents and the Applicant are below:

Barbara Crane

- immediate neighbor to the South of the project
- overall is in support of the project
- expressed concerns about potential children being kept long term by the residents of our site
- expressed concerns about a reduction of privacy and asked that I our structure near her house have an appropriate distance
- she also expressed a minor concern about her property value being reduced, but mentioned that she has no intention on selling her home

Hurl Taylor

- attended a virtual meeting and wanted to meet me in person as well
- in support of the project
- is interested in being a tenant of the project
- he liked the design and thought the concept was innovative and much needed

Bolster

REAL ESTATE PARTNERS



The Kourtney at Yates Road | Stacked Townhome 3D Projection

Conceptual and Subject to Change

Bolster
REAL ESTATE PARTNERS

Re: The Kourtney at Yates Road | South Fulton, Georgia 30344
Parcel # 130034 LL0897 (Located at the corner of Hathcock and Yates Road)

Dear Neighbor:

You are receiving this letter because the City of South Fulton has identified you as owning property within ½ mile of the "Subject Property" located at the corner of Hathcock and Yates Road. Bolster Real Estate Partners, LLC proposes to develop the Subject Property into The Kourtney at Yates Road, a 55+ active adult townhome rental community with neighborhood retail and amenity space. To build The Kourtney at Yates Road, the Subject Property must be rezoned. Prior to submitting the rezoning application to the City of South Fulton, we will host a series of virtual and in-person meetings to share details of the project and solicit questions and comments from neighbors. In an effort to maximize our efforts of working with each of you, we will host three meetings for open discussion. If you have questions that you would like answered prior to any of the referenced meetings, you may e-mail them to **brealestatepartners@gmail.com**. We will strive to answer those questions in a timely manner.

We look forward to these meetings and hope that you will attend.
Thank you,

Bolster Real Estate Partners
BolsterREP.com

Meeting Schedule:

March 30, 2021 | 7pm-8pm

Virtual Meeting: https://zoom.us/join
Meeting ID: 861 8517 5125
Passcode: 218377
Note: During this meeting, submit questions in the comment area at the bottom of the screen.

April 8, 2021 | 7pm-8pm

Virtual Meeting: https://zoom.us/join
Meeting ID: 869 5621 4883
Passcode: 505852
Note: During this meeting, submit questions in the comment area at the bottom of the screen.

April 14, 2021 | 30-Minute Sessions Between 1pm-7pm

In-Person Meeting: 3435 Roosevelt Hwy, Suite 11 Atlanta, GA 30349
Register for a 30-minute time slot via the link: https://www.signupgenius.com/go/70A0F4CA8AE2FA7F94-thekourtney
Note: Each session will accommodate no more than 10 guests; face masks will be required.



The Kourtney at Yates Road | Stacked Townhome 3D Projection — Conceptual and Subject to Change

Re: The Kourtney at Yates Road | South Fulton, Georgia 30344 Parcel # 130034 LL0897 (Located at the corner of Hathcock and Yates Road)

Dear Neighbor:

Bolster Real Estate Partners, LLC proposes to develop the "Subject Property", located at the corner of Hathcock and Yates Road, into The Kourtney at Yates Road, a 55+ active adult townhome rental community with neighborhood retail and amenity space. To build The Kourtney at Yates Road, the Subject Property must be rezoned.

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CITY OF SOUTH FULTON

Bolster
REAL ESTATE PARTNERS

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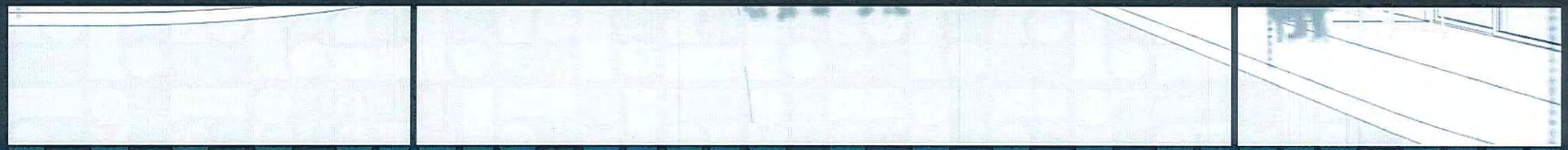


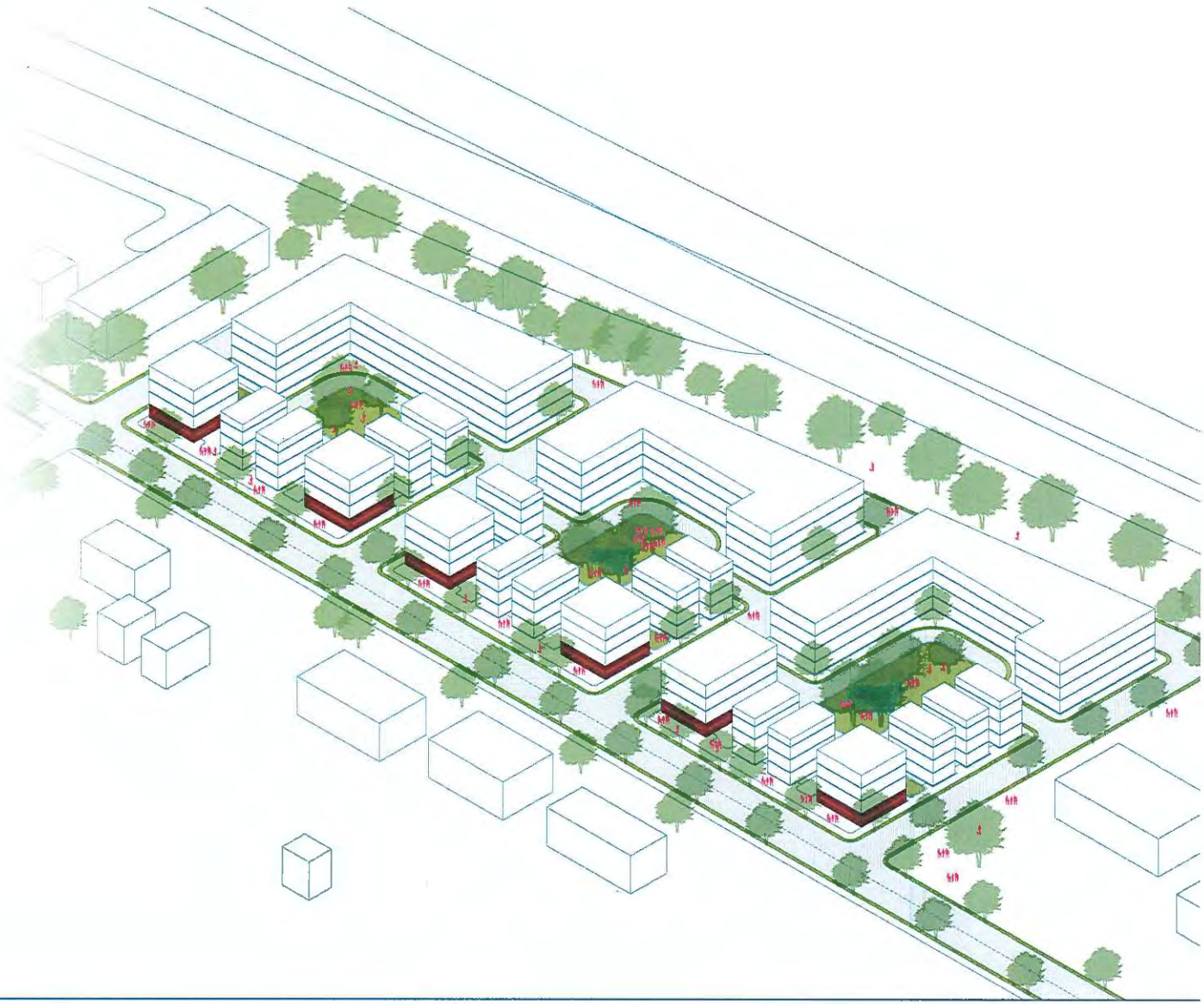
PROJECT DETAILS



PROJECT OVERVIEW

PROJECT FACTS:

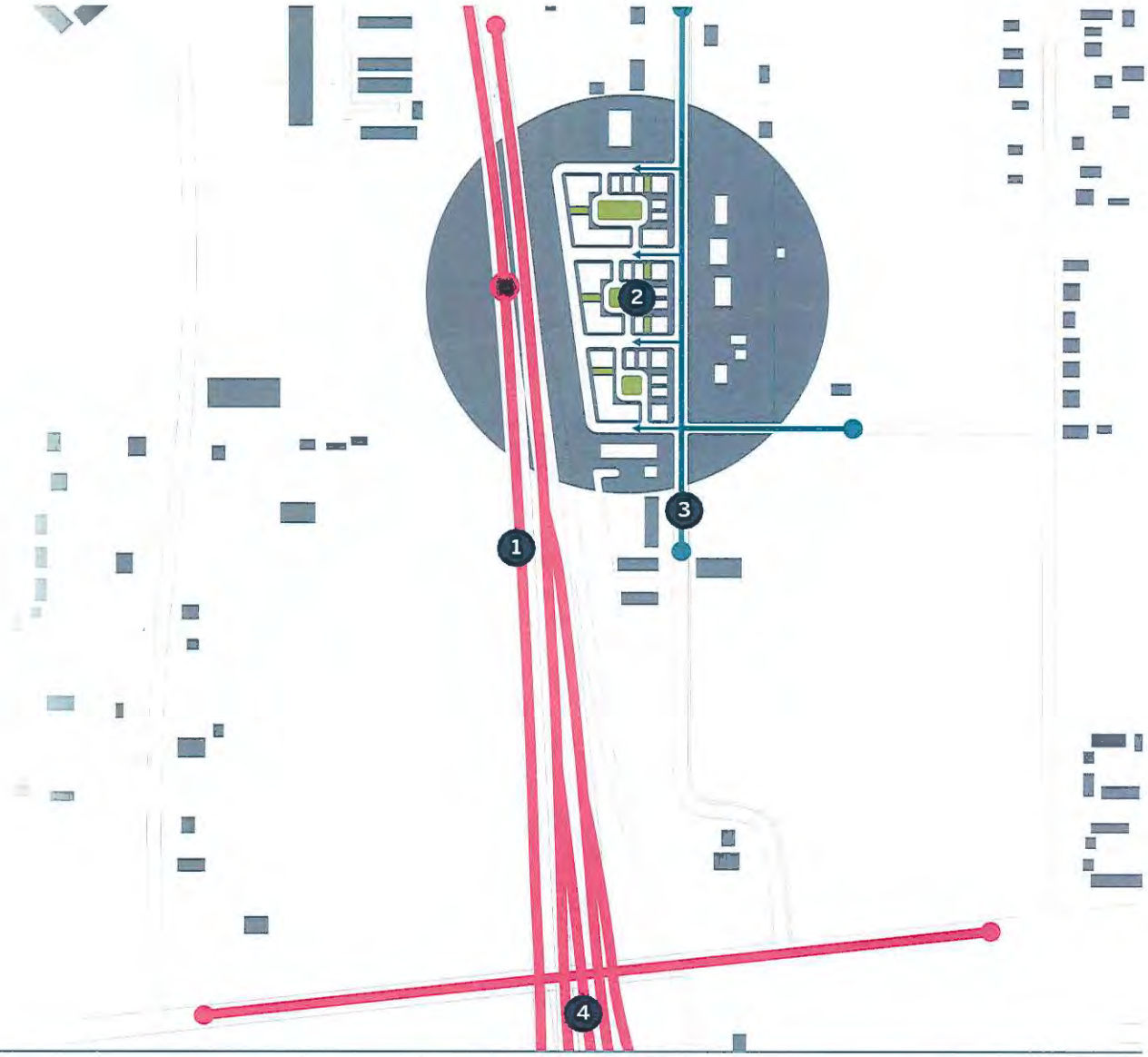
Address: I-285 and Yates Rd., South Fulton, GA
Site Area: 4.5 Acres
Units: 114 Units
Average Square Footage: 958 SF/Unit



SITE LOCATION

LEGEND:

1. I-285
2. Project Location
3. Yates Rd.
4. I-85 and I-285 Junction



SITE PLAN

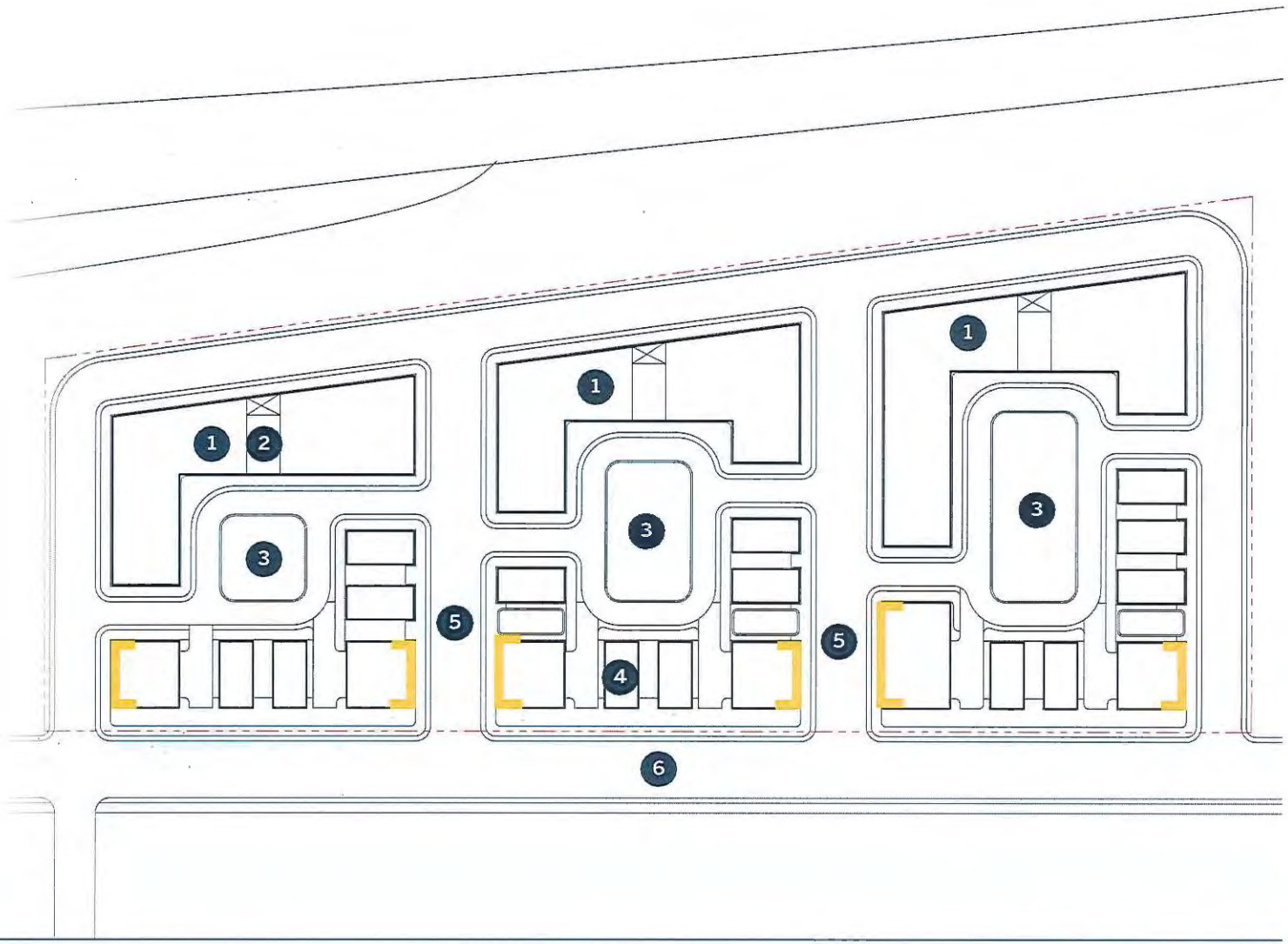
LEGEND:

1. Attached Units
2. Lobby + Elevator
3. Courtyards
4. Detached Units
5. Internal Streets
6. Yates Rd

Commercial Frontage

76% of units accessible to low mobility individuals

0 60



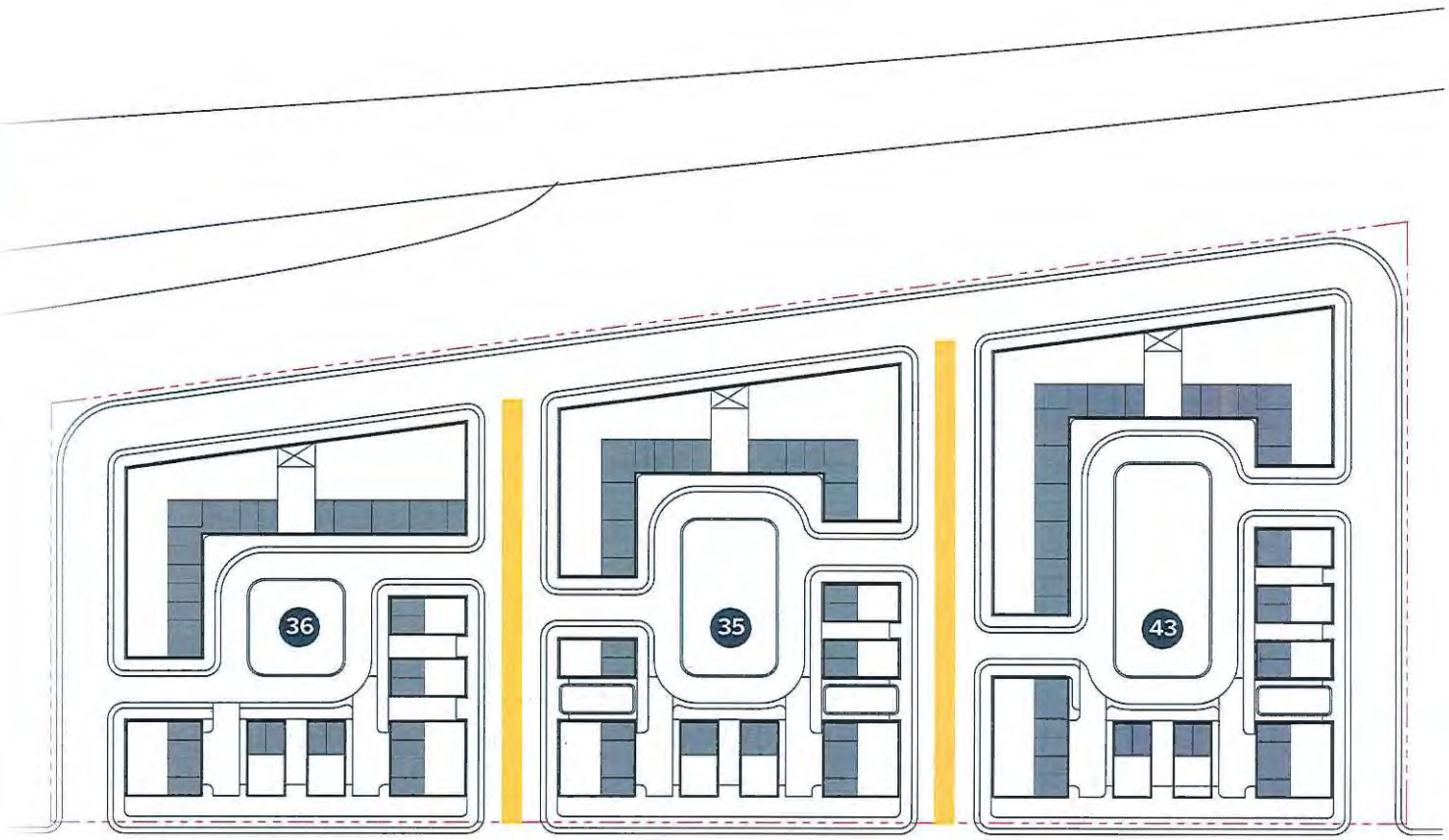
PARKING DIAGRAM

LEGEND:

- Rear Parking
- XX Parking/Block
- **20** On-Street Guest Parking
- **114** Resident Parking

134 Total Resident and Guest Parking

0 60



REAR COVERED PARKING



Separate Garage Entry:

The stacked townhome concept will have a separate garage entry for each unit with the townhome.



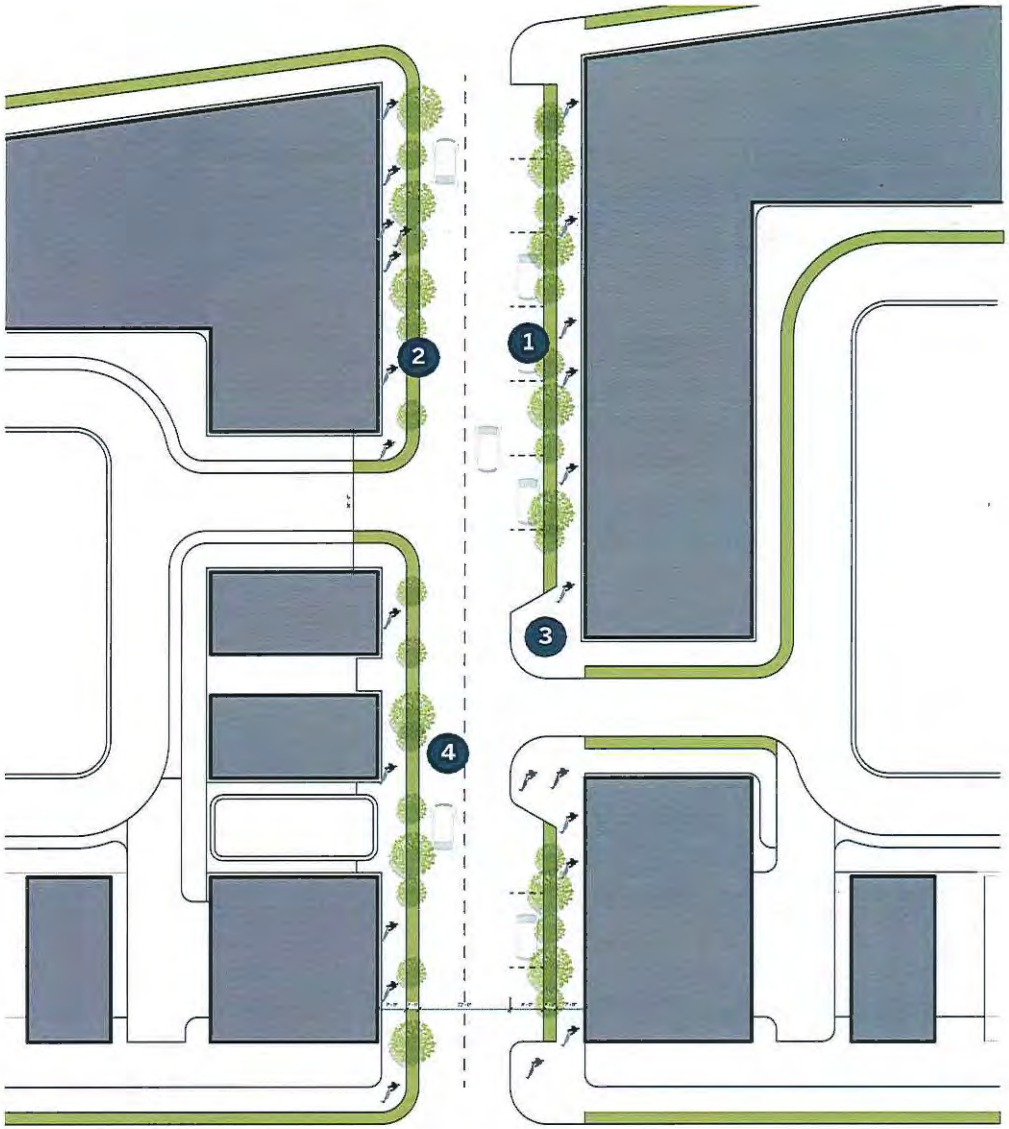
Potential Additional Parking:

More parking spaces could be gained by reclaiming some portion of the green spaces.



Guest Parking:

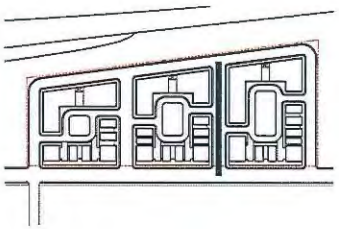
Guest parking will be distributed throughout the site.



STREET PLAN

LEGEND:

1. Extra On-Street Parking
2. Planting Zone
3. Safe Pedestrian Sidewalks
4. Two-way Carriage Way



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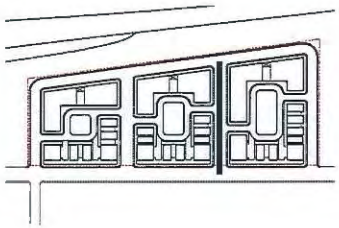
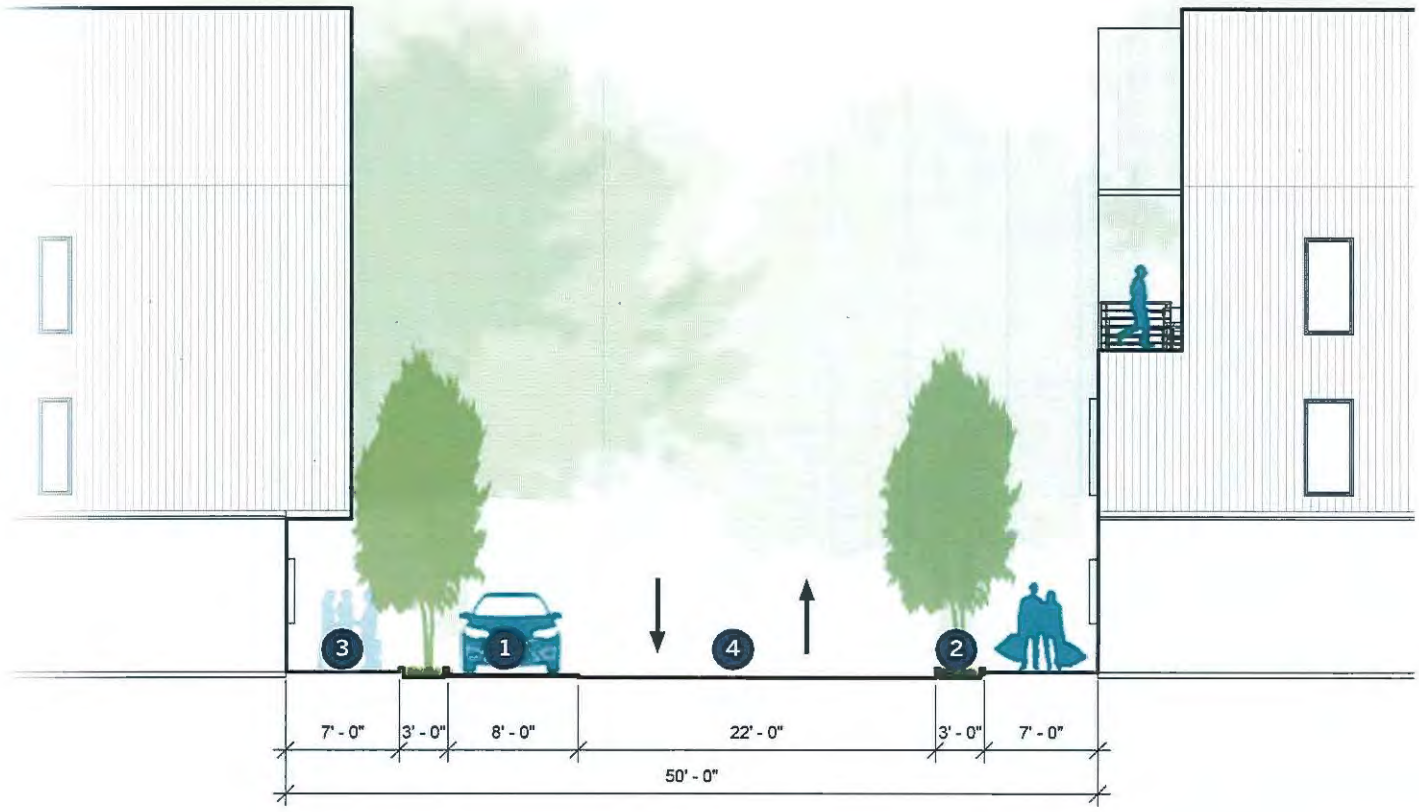
STREET SECTION

LEGEND:

1. Extra On-Street Parking
2. Planting Zone
3. Safe Pedestrian Sidewalks
4. Two-way Carriage Way





COMMERCIAL USES



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RETAIL + NON-RESIDENTIAL USES



Small Footprint Grocery Store:

Provide easy access to healthier essential needs for both senior residents and the community.



Laundry and Dry Cleaning:

A small retail space for professional laundry and dry cleaning services.

RETAIL + NON-RESIDENTIAL USES



Senior Volunteer and Networking Center:

Focuses on helping retired seniors find volunteer opportunities and new career paths after retirement.



Small Local Restaurant:

Support legacy community businesses.

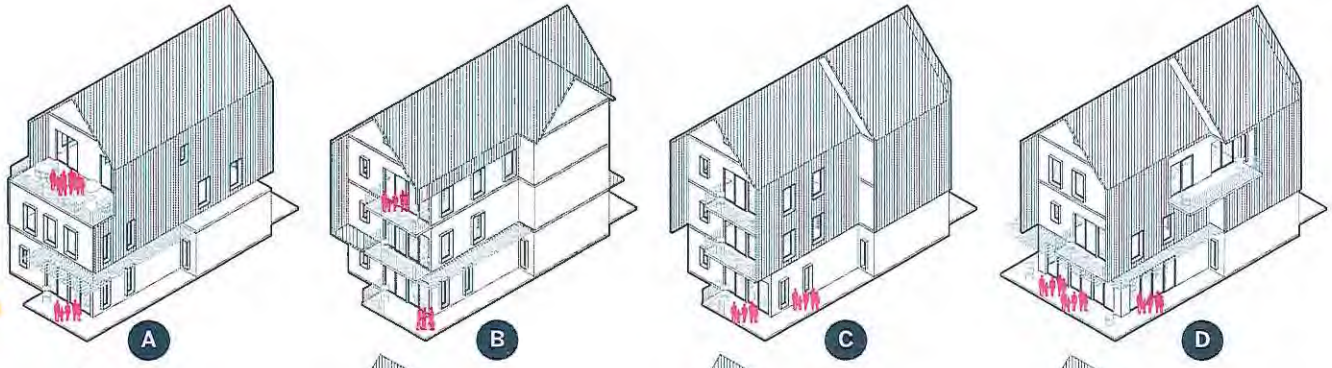


Wellness Center:

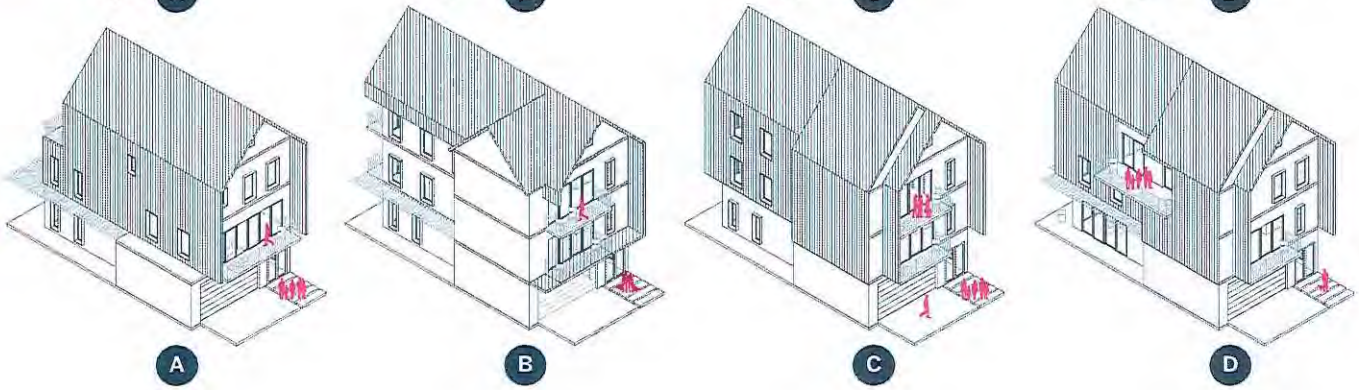
Fitness and wellness programming for seniors and the community.

FLEXIBLE DESIGNS

04
FRONT
TOWNHOMES



04
BACK
LIFESTYLE



FLEXIBLE UNIT PLANS

02

COVERED PARKING SPACES



INTIMATE COURTYARDS

LEGEND:

1. Shared Courtyards
2. Pocket Parks
3. Detached Townhome
4. 2 Attached Townhomes
5. Ground Floor Amenities
6. Rear Parking
7. Multiple Attached Townhomes



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RESIDENTIAL SCALE

LEGEND:

1. Private Roof Terrace
2. Pedestrian Friendly Streets
3. Ground Floor Amenities
4. Appropriate Scale
5. Rear Parking

WELL DESIGNED STREETS



City of South Fulton | August 24, 2021
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DESIGNED FOR DIGNITY



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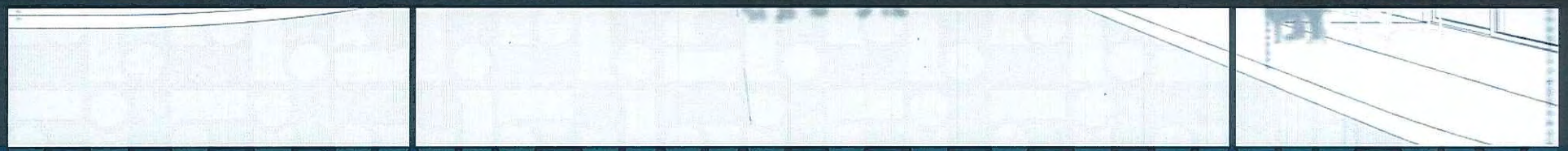
COMPANY OVERVIEW



COMPANY PROFILE

Bolster Real Estate Partners develops and capitalizes transformative urban infill projects that empower local businesses and residents to participate in economic viability.

Minority-owned and based in Atlanta, Bolster focuses on mixed-income housing, transit-oriented development and neighborhood revitalization to deliver outsized, risk-adjusted returns and grow financial mobility. Investing in the future of the communities we serve, we execute fulfillable projects in emerging markets to amplify opportunity in the Southeast and beyond.

Acting as a conduit for economic development, we design, finance, permit and construct/rehab communities while upholding sustainability and affordability. We are dedicated to creating built environments that prove innovative design and good financial returns are not mutually exclusive. Our knowledge and long-standing relationships in these neighborhoods enable us to surpass peers in bringing transformational projects to the market.

Our network of like-minded partners knows and backs our vision to be bigger than our buildings. Above all, we seek to renew purpose in and for these communities through revitalization that empowers.

WHY IT MATTERS

When Donald Washington founded Bolster, he imagined an ecosystem where investors and public entities work hand-in-hand to drive financial returns and empower viability in emerging communities. What started as a way to improve local housing desirability has quickly transformed into a vision that goes far beyond our buildings. For so long, real estate development has operated as a catalyst for gentrification. But what if developers were able to preserve the character of these urban markets while giving local businesses and residents the chance to participate in and benefit from revitalization?

What might sound like wishful thinking to some starts to shed light on Bolster's competitive advantage. Bolster understands the needs and challenges associated with these communities because our team embodies them through a myriad of personal and professional experiences.

As a minority-owned company with longstanding relationships in these communities, we welcome the opportunity to champion and challenge others to join in our commitment to grow, improve, and nurture places worth preserving. Development success is typically measured by generated asset value, but here we consider social capital an equal metric. Here, we're intentional about bolstering viability. It's what we stand for.

MEET OUR TEAM



DONALD WASHINGTON, JR

Lead Developer | General Partner



Founding Principal of Bolster Real Estate Partners, Donald Washington oversees all phases of real estate investment and development for emerging communities throughout the Southeast and beyond. With over 13 years of finance, strategy and business development experience, Donald leverages strategic partnerships and local market knowledge to design, finance, permit, construct and rehabilitate high potential communities. Founding Bolster Real Estate Partners in 2021 with a passion for investing in the future of communities, he is a visionary and an active conduit for economic development.

Donald earned his BS in Finance from the University of New Orleans and his MBA from Georgia Tech Scheller College of Business with concentrations in Strategy & Innovation, Entrepreneurship and Real Estate. Currently residing in Atlanta with his family, Donald is a member of LEAD Atlanta and has served on two mission-driven Boards that work to empower disadvantaged communities. Donald served on the Board of Directors for the Emerging 100 of Atlanta, an organization dedicated to the academic and vocational success of youth within disadvantaged communities in Atlanta. Donald also served on the Board of Directors and volunteers for Bright Futures Atlanta, an organization offering academic curriculum, after school programming, and a summer camp for youth within the Bankhead community.

Certifications:

- Georgia Institute of Technology | Certificate in Entrepreneurship
- Series 7, General Securities Representative
- Series 63, Uniform Securities Agent
- Series 79, Investment Banking Representative
- Lean 6 Sigma Green Belt Certified



LECRAE MOORE

Co-General Partner

A multiple Grammy award winner and New York Times bestselling author, Lecrae has evolved from primarily being an artist into an entrepreneur, private equity investor, speaker, activist, thought leader, and philanthropist. Lecrae now influences millions with his socially conscious message and transcendent sound, positioning himself as a catalyst for restoration in faith, music, community building, and popular culture.



J. DWIGHT BELL, III

Strategic Partner

Dwight Bell founded Cannon Equities in 2001 as a diversified investment/development company specializing in commercial, residential, and mixed-use institutional grade real estate. Targeted projects are uniquely located in select markets and range in size from $5 million to more than $100 million. He brings a long track record with 39 years of real estate experience in Atlanta and other major US markets.



JOEL JASSU

Lead Designer/Design Manager

With a particular interest in the intersection of architecture, ecology, urban design and real estate, Joel Jassu currently works as an urban design consultant on projects of multiple scales and provides innovative support for real estate planning and development projects. Projects whose goals are beyond fulfilling program requirements and design empathy are key drivers in his search for innovation in architecture, urban design and real estate.



BARRY BRANCH

Advisor

Barry Branch began his real estate career in 1971 when he was hired to head up the formation of John Portman's original real estate development company, Portman Properties. Since then, Barry has had a career in the real estate industry that spans over 40 years, having financed, developed, marketed and managed more than $12 billion of domestic and international real estate. In addition, he served 18 years on the Board of Directors of two publicly traded REITS (Duke Realty Corporation and Weeks Corporation).

PROJECT PARTNERS

DARDENCOMPANY DEVELOPMENT MANAGEMENT	E&A EBERLY & ASSOCIATES	CB	CHOATE+ HERTLEIN ARCHITECTS	RANGEWATER
Project/Construction Management	**Civil Engineer**	**Debt Financing Partner**	**Architect**	**Property Management**
nimble. a *design* consultancy	T&L TOWNSEND & LOCKETT, LLC ATTORNEYS AT LAW	C.D. MOODY	DILLARD *Sellers* ATTORNEYS AT LAW	SSG REALTY PARTNERS LAND INVESTMENT ADVISORS
Real Estate Marketing + Graphics	**General Counsel**	**General Contractor**	**Land Use / Zoning Counsel**	**Investment Advisor**

THE KOURTNEY

The Kourtney brand is purposefully designed for **empty nesters** looking to lead an **active and social lifestyle** with the convenience and freedom of low maintenance townhome living.

CITY OF SOUTH FULTON

Bolster
REAL ESTATE PARTNERS

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)	when due
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	N/A
15.	Metropolitan River Protection	2 copies	N/A
16.	Development of Regional Impact Review Form (DRI)	2 copies	N/A
17.	Environmental Impact Report	3 copies	N/A
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.**

ITEM # 1

Item # 1: Pre-Application Review Form

Per Zoning Ordinance Sec. 803.02, prior to filing a rezoning application, a representative for the application is required to schedule a pre-application conference with Staff. At the direction of Staff, on March 19, 2021 counsel for the application sent an e-mail (enclosed) to Staff to schedule such pre-application. Such conference is scheduled for March 24, 2021 at 9 AM.

Jeff Haymore

From: Marissa Jackson <marissa.jackson@cityofsouthfultonga.gov>
Sent: Monday, March 22, 2021 10:06 AM
To: Jeff Haymore; Nathan Mai-Lombardo
Cc: Donald Washington; Jennifer Taylor
Subject: RE: Pre-application conference request: The Kourtney at Yates Road

It's on Wednesday March 24th at 9:00am.

Marissa Jackson, MPA
Planner, Community Development and Regulatory Affairs (CDRA)
City of South Fulton
5440 Fulton Industrial Blvd. SW
Suite A
Atlanta, GA 30336
470-809-7235
marissa.jackson@cityofsouthfultonga.gov
www.CityofSouthFulton.gov

From: Jeff Haymore <JHaymore@dillardsellers.com>
Sent: Monday, March 22, 2021 10:05 AM
To: Marissa Jackson <marissa.jackson@cityofsouthfultonga.gov>; Nathan Mai-Lombardo <nathan.mai-lombardo@cityofsouthfultonga.gov>
Cc: Donald Washington <dwashi7@gmail.com>; Jennifer Taylor <jtaylor@dillardsellers.com>
Subject: RE: Pre-application conference request: The Kourtney at Yates Road

Thanks! The project engineer is finalizing the site plan today. I will send as soon as I receive. Is the pre-app tomorrow or Wednesday? Your e-mail below says "conversation tomorrow".

Jeffrey S. Haymore, Esq.

DILLARD Sellers ATTORNEYS AT LAW

d (404) 665-1243 **e** jhaymore@dillardsellers.com
New Mailing Address: P.O. Box 250271, Atlanta, GA 30325
Office Address: 1776 Peachtree Street, NW, Suite 415-South, Atlanta, GA 30309
DILLARDSELLERS.COM

From: Marissa Jackson <marissa.jackson@cityofsouthfultonga.gov>
Sent: Monday, March 22, 2021 10:02 AM
To: Jeff Haymore <JHaymore@dillardsellers.com>; Nathan Mai-Lombardo <nathan.mai-lombardo@cityofsouthfultonga.gov>
Cc: Donald Washington <dwashi7@gmail.com>; Jennifer Taylor <jtaylor@dillardsellers.com>
Subject: RE: Pre-application conference request: The Kourtney at Yates Road

Good Moring,

We conduct the meetings via zoom, so you can join in from anywhere.

I will send over the zoom link to the meeting in a few minutes.

Will you please forward me the site plan for the development?

We will need it for the conversation tomorrow.

Marissa Jackson, MPA

Planner, Community Development and Regulatory Affairs (CDRA)
City of South Fulton
5440 Fulton Industrial Blvd. SW
Suite A
Atlanta, GA 30336
470-809-7235
marissa.jackson@cityofsouthfultonga.gov
www.CityofSouthFulton.gov



From: Jeff Haymore <JHaymore@dillardsellers.com>
Sent: Monday, March 22, 2021 10:00 AM
To: Marissa Jackson <marissa.jackson@cityofsouthfultonga.gov>; Nathan Mai-Lombardo <nathan.mai-lombardo@cityofsouthfultonga.gov>
Cc: Donald Washington <dwashi7@gmail.com>; Jennifer Taylor <jtaylor@dillardsellers.com>
Subject: RE: Pre-application conference request: The Kourtney at Yates Road

Hi Marissa: I am traveling in the car out of town at that time. Could we do today or tomorrow? If not, would you object if I participated via zoom from the car? Also, we have the application check that we'd like to drop off today or tomorrow. What's the best way to do that?

Jeffrey S. Haymore, Esq.

DILLARD Sellers ATTORNEYS AT LAW

d (404) 665-1243 **e** jhaymore@dillardsellers.com

New Mailing Address: P.O. Box 250271, Atlanta, GA 30325

Office Address: 1776 Peachtree Street, NW, Suite 415-South, Atlanta, GA 30309

DILLARDSELLERS.COM

From: Marissa Jackson <marissa.jackson@cityofsouthfultonga.gov>
Sent: Monday, March 22, 2021 9:56 AM
To: Jeff Haymore <JHaymore@dillardsellers.com>; Nathan Mai-Lombardo <nathan.mai-lombardo@cityofsouthfultonga.gov>
Cc: Donald Washington <dwashi7@gmail.com>; Jennifer Taylor <jtaylor@dillardsellers.com>
Subject: RE: Pre-application conference request: The Kourtney at Yates Road

Good Morning,

We can do the pre-application meeting on Wednesday at 9:00am.

Does that time work for you?

Marissa Jackson, MPA
Planner, Community Development and Regulatory Affairs (CDRA)
City of South Fulton
5440 Fulton Industrial Blvd. SW
Suite A
Atlanta, GA 30336
470-809-7235
marissa.jackson@cityofsouthfultonga.gov
www.CityofSouthFulton.gov

From: Jeff Haymore <JHaymore@dillardsellers.com>
Sent: Friday, March 19, 2021 5:52 PM
To: Nathan Mai-Lombardo <nathan.mai-lombardo@cityofsouthfultonga.gov>; Marissa Jackson <marissa.jackson@cityofsouthfultonga.gov>
Cc: Donald Washington <dwashi7@gmail.com>; Jennifer Taylor <jtaylor@dillardsellers.com>
Subject: Pre-application conference request: The Kourtney at Yates Road
Importance: High

Hi Nathan: pursuant to our phone call, please accept this e-mail as my client's request to schedule a pre-application conference in anticipation of filing the rezoning application to MIX on Monday by 3pm. As we discussed, so long as the application is scheduled now, it can be held later. A site plan and letter of intent are forthcoming by separate e-mail. As you know, we have held numerous remote video meetings and calls with staff, council member Willis and other city officials to discuss the project and the application. We appreciate your assistance in this matter. We are happy to hold the pre-application conference as early as Monday if you would like.

Jeffrey S. Haymore, Esq.

DILLARD Sellers
ATTORNEYS AT LAW

d (404) 665-1243 **e** jhaymore@dillardsellers.com
1776 Peachtree Street, NW, Suite 415-South
Atlanta, Georgia • 30309
DILLARDSELLERS.COM

ITEM # 2

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 See sheet Z1.0	✓
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 See sheet Z1.0	✓
3	Acreage of subject property See sheet Z1.0	✓
4	Location of land lot lines and identification of land lots See sheet Z1.0	✓
5	Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property See sheet Z1.0	✓
6	Proposed streets on the subject site See sheet Z1.0	✓
7	Posted speed limits on all adjoining roads See sheet Z1.0	✓
8	Current zoning of the subject site and adjoining properties See sheet Z1.0	✓
9	Existing buildings with square footages and heights (stories), wells, driveways, fences, cell towers, and any other structures or improvements on the subject property	N/A
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 See sheet Z1.1	✓
11	Location of proposed buildings (except single family residential lots) with total square footage	N/A
12	Layout and minimum lot size of proposed single-family residential lots	N/A
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. See sheet Z1.0	
14	Location of major overhead and underground electrical and petroleum transmission/conveyance lines None located onsite	N/A
15	Required and/or proposed setbacks See sheet Z1.0	✓
16	100-year flood plain horizontal limits and flood zone designations as shown on survey or FEMA FIRM maps	N/A
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 See sheet Z1.0	✓
19	Lakes, streams and other waters on the site and associated buffers None located onsite	N/A
20	Proposed stormwater management facilities See sheet Z1.0	✓
21	Community wastewater facilities including preliminary areas reserved for septic drain fields and points of access	N/A
22	Availability of water system and sanitary sewer system See sheet Z1.0	✓
23	Tree lines, woodlands and open fields on subject site See sheet Z1.0	✓
24	Entrance site distance profile assuming the driver's eye at a height of 3.5 feet (See Fulton County Subdivision Regulations) See sheet Z1.0	✓
25	Wetlands shown on the County's GIS maps or survey no wetland identified	N/A
26	Airport noise contours on those properties within the FAR Part 150 Airport Noise Contour Map. See Noise Study	✓

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: 3-22-21

Applicant printed name: Donald Washington

ITEM # 3

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: March 22, 2021

TAX PARCEL IDENTIFICATION NUMBER(S): 13 0034 LL0897

SECTION I **REZONING REQUEST**

Office use only:
ZONING CASE #: _____ ROAD FRONTAGE: _____

PROPERTY ADDRESS (if available): 0 Yates Road (NW corner Yates Road and Hathcock Rd.

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned from NUP 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: None. Applicant only seeks rezoning.

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:

a) If you are the sole owner of the property and not the petitioner complete Part 1.
b) If you are the petitioner and not the sole owner of the property complete Part 2.
c) If you are the sole owner and petitioner complete Part 1.
d) 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.**

See attached owner forms
TYPE OR PRINT OWNER'S NAME

ADDRESS

CITY & STATE ZIP CODE

OWNER'S SIGNATURE PHONE NUMBER

EMAIL ADDRESS

Sworn to and subscribed before me this the

_____ Day of _____ 20_____

NOTARY PUBLIC

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").**

Bolster Real Estate Partners, LLC
TYPE OR PRINT PETITIONER'S NAME

2179 Niles Place NE
ADDRESS

Atlanta, GA 30324
CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

brealestatepartners@gmail.com
EMAIL ADDRESS

225-288-9135
PHONE NUMBER

Sworn to and subscribed before me this the

22nd Day of March 20 21

NOTARY PUBLIC

NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 2, 2023

SECTION V **ATTORNEY / AGENT**

Check One: [X] Attorney [____] Agent

Jeffrey S. Haymore
TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

1776 Peachtree Street, Suite 415-S
ADDRESS

jhaymore@dillardsellers.com
EMAIL ADDRESS

Atlanta, GA 30309
CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

404-665-1243 (o); 770-363-0243 (c)
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.**

DAVID P CONVERSANO
TYPE OR PRINT OWNER'S NAME

310 Canopy Cove
ADDRESS

Alpharetta, GA 30022
CITY & STATE ZIP CODE

David P Conversano
OWNER'S SIGNATURE

770-330-5070
PHONE NUMBER

david.conversano@dell.com
EMAIL ADDRESS

Sworn to and subscribed before me this the
22nd Day of February 20 21
NOTARY PUBLIC

ALENA ANTON
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires April 8, 2023

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").**

TYPE OR PRINT PETITIONER'S NAME

ADDRESS

CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE PHONE NUMBER

EMAIL ADDRESS

Sworn to and subscribed before me this the
Day of 20
NOTARY PUBLIC

SECTION V **ATTORNEY / AGENT**

Check One: [ ] Attorney [ ] Agent

TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

ADDRESS EMAIL ADDRESS

CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE PHONE NUMBER

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

RICKEY J. SEWELL
TYPE OR PRINT OWNER'S NAME

300 Ashley Park Blvd # 2208
ADDRESS

Newnan GA 30263
CITY & STATE ZIP CODE

OWNER'S SIGNATURE

(770) 463-4667
PHONE NUMBER

RSEWELL@CREELPROPERTIES.com
EMAIL ADDRESS

Sworn to and subscribed before me this the
22 Day of February, 2021
Camilia Crandell
NOTARY PUBLIC

CAMILIA CRANDELL NOTARY PUBLIC COWETA COUNTY, GA Exp. May 02, 2023

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").**

TYPE OR PRINT PETITIONER'S NAME

ADDRESS

CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

PHONE NUMBER

EMAIL ADDRESS

Sworn to and subscribed before me this the
_____ Day of _____ 20_____
NOTARY PUBLIC

SECTION V **ATTORNEY / AGENT**

Check One: [_____] Attorney [_____] Agent

TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

ADDRESS

EMAIL ADDRESS

CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

PHONE NUMBER

ITEM # 4

Exhibit "A": LEGAL DESCRIPTION

All that tract or parcel of land lying or being in Land Lot 34, 13th District, City of South Fulton, Fulton County, Georgia, and being more particularly described as follows:

Beginning at a 5/8 inch rebar set at the intersection of the Westerly right-of-way of Yates Road (50 foot right-of-way) with the Northerly right-of-way of Hathcock Road (40 foot right-of-way); thence along said right-of-way of Hathcock Road South 89 degrees 57 minutes 30 seconds West, a distance of 228.41 feet to a 5/8 inch rebar set on the Easterly right-of-way of Interstate I-285 (variable right-of-way); thence along said right-of-way North 06 degrees 42 minutes 58 seconds West, a distance of 726.09 feet to a 5/8 inch rebar set; thence leaving said right-of-way South 89 degrees 25 minutes 40 seconds East, a distance of 317.00 feet to a 1/2 inch rebar found on the Westerly right-of-way of Yates Road; thence along said right-of-way South 00 degrees 17 minutes 30 seconds West, a distance of 717.79 feet to a 5/8 inch rebar set, said point being the True Point of Beginning.

Said tract of land contains 4.503 Acres.

SITE PHOTOGRAPHS



IF YOU DIG

811 Know what's below. Call before you dig. Dial 811 Or Call 800-282-7411

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 27,953', AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE S-8 TOTAL STATION AND TRIMBLE TSC-3 DATA COLLECTION WERE USED TO COLLECT THE FIELD DATA.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN ~31416~ FEET. ~ATR~ INV.

VICINITY MAP

SITE LOCATION — LATITUDE: 33° 37' 48" LONGITUDE: 84° 29' 17"



GENERAL NOTES

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

REVISIONS LISTED ON THIS SURVEY APPLY ONLY TO THE SPECIFIC CHANGES REFERENCED, AND DO NOT CONSTITUTE AN UPDATE OF OTHER DATA ON THIS SURVEY. THE "SURVEY DATE" SHOWN HEREON IS THE APPLICABLE DATE AS RELATED TO PROVISIONS OF STATUTES OF LIMITATION UNLESS SPECIFICALLY NOTED OTHERWISE.

THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS 13121C0063K; AND THE DATE OF SAID MAP IS 9/18/2013. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THIS SITE ON SAID FIRM MAPS UNLESS OTHERWISE NOTED.

PLEASE NOTE: SPECIMEN TREES AS IDENTIFIED BY CLIENT'S ARBORIST CONSULTANT WERE LOCATED FOR THIS SURVEY.

RIGHT-OF-WAY LINES SHOWN ON THIS SURVEY THAT ARE NOT ACTUAL BOUNDARIES OF THE SUBJECT PARCEL(S) ARE DEPICTED GRAPHICALLY AND ARE SHOWN APPROXIMATELY FOR INFORMATIONAL PURPOSES ONLY. SAID RIGHT-OF-WAY LINES SHOULD NOT BE UTILIZED FOR DESIGN PURPOSES.

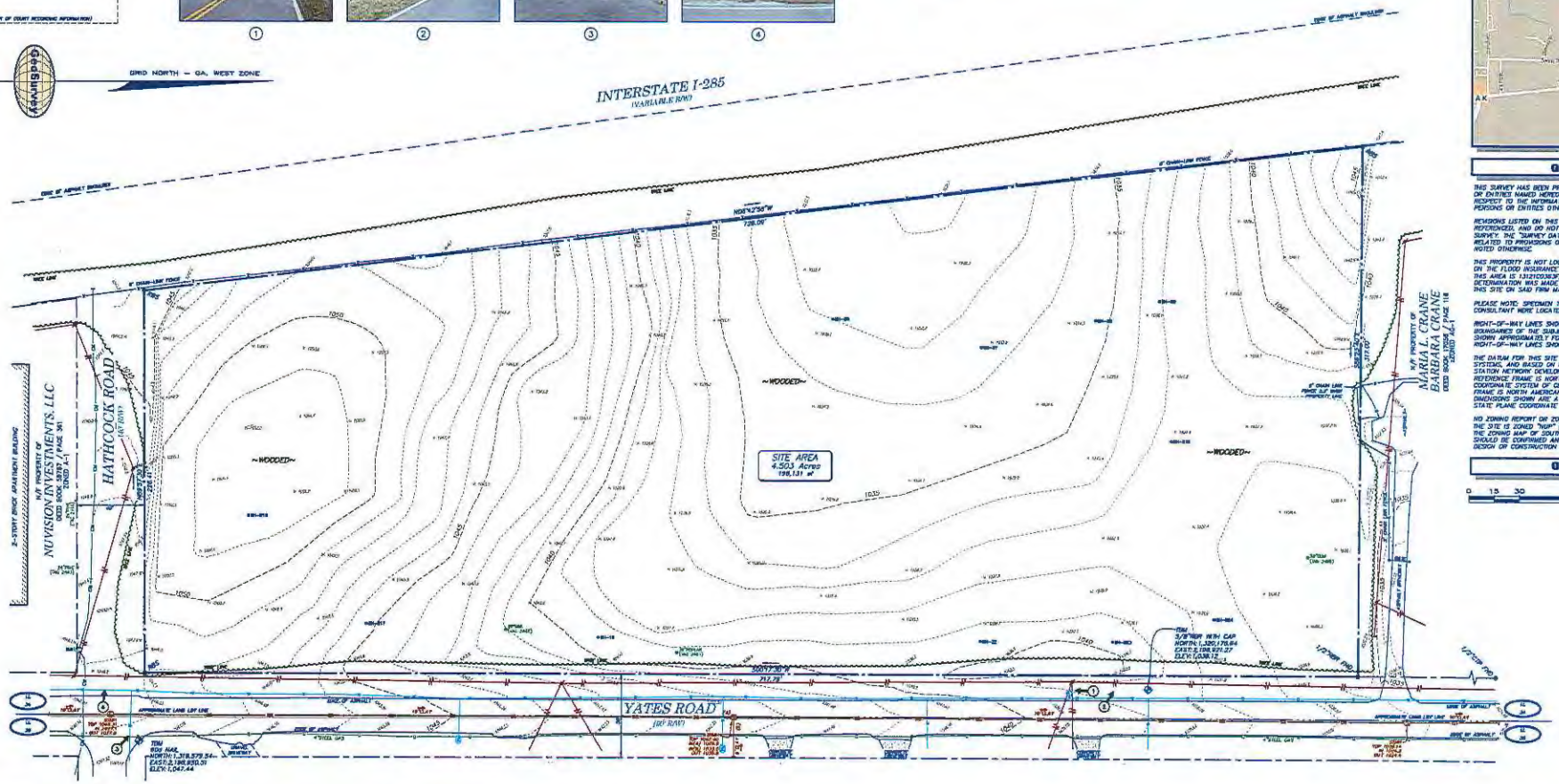
THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS, AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY VCRS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983(2011)–STATE PLANE COORDINATE SYSTEM OF GEORGIA–WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

NO ZONING REPORT OR ZONING LETTER WAS PROVIDED TO THE SURVEYOR. THE SITE IS ZONED "NSP" (NEIGHBORHOOD UNIT PLAN DISTRICT) AS SHOWN ON THE ZONING MAP OF SOUTH FULTON. PLEASE NOTE: ZONING AND SETBACKS SHOULD BE CONFIRMED AND VERIFIED BY PLANNING AND ZONING PRIOR TO DESIGN OR CONSTRUCTION ACTIVITIES.

GRAPHIC SCALE

0 15 30 75 150

1" = 30'



LEGEND

STANDARD ABBREVIATIONS		STANDARD SYMBOLS	
AC	AIR CONDITIONER	O	OVERHEAD TRAFFIC SIGNAL LIGHT
BOL	BONE HOLE		POWER POLE
BSL	BUILDING SETBACK LINE		GUY WIRE
C	CURB INLET		POWER LINE
CMP	CORRUGATED METAL PIPE		LIGHT POLE
CMF	CONCRETE MONUMENT FND		
CO	SANITARY CLEANOUT		ELECTRIC TRANSFORMER
CPED	COMMUNICATION PEDESTAL		
CTP	CRIMPED TOP PIPE		WATER VAULT
D	DROP INLET		
DIP	DUCTILE IRON PIPE		GAS VALVE
DWCB	DOUBLE WING CATCH BASIN		GAS METER
FNC	FENCE		WATER VALVE
FND	FOUND		WATER METER
GM	GAS METER		FIRE HYDRANT
INV	INVERT		
JB	JUNCTION BOX		UNDERGROUND ELECTRIC LINE
MH	MANHOLE		UNDERGROUND GAS LINE
OCS	OUTLET CONTROL STRUCTURE		UNDERGROUND COMMUNICATION LINE
OTP	OPEN TOP PIPE		UNDERGROUND WATER LINE
PM	POWER METER		PHOTO POSITION INDICATOR
PKS	PK NAIL SET		
POB	POINT OF BEGINNING		REGULAR PARKING SPACE COUNT
POC	POINT OF COMMENCEMENT		
RCP	REINFORCED CONCRETE PIPE		HANDICAP PARKING SPACE
RBR	IRON REINFORCING BAR		
RBS	5/8"IRON SET CAPPED LSF #21		TREE POSITION INDICATOR
SS	SANITARY SEWER		
SWCB	SINGLE WING CATCH BASIN		SIGN
TRANS	ELECTRIC TRANSFORMER		

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON LOCATION OF MARKINGS PROVIDED BY:

UTILITY MARKING, LLC
3042 GALA TRAIL
SNELLVILLE, GA 30036
(678) 357-1946

UTILITY MARKING, LLC UTILIZED SEVERAL TECHNIQUES INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC, MAGNETIC LOCATION FOR FERROUS METALS, ACOUSTIC AND PASSIVE FREQUENCIES TO DESIGNATE AND MARK BURIED UTILITIES ON THE SURFACE WITH PAINT AND FLAGS COVERING THE ENTIRE AREA OF THE PROJECT.

THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED UTILIZING THIS TECHNIQUE MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

INFORMATION REGARDING MATERIAL AND SIZE OF UTILITIES IS BASED ON RECORDS ACQUIRED FROM THE UTILITY OWNERS.

SURVEYOR CERTIFICATION (ALTA/NSPS)

To: Bolster Real Estate Partners, LLC.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b-1), 8, 9, 11, & 13 of Table A thereof. The field work was completed on March 11, 2021.

Date: March 11, 2021

PRELIMINARY

PENDING COMPLETION OF A TITLE REPORT

John T. Newman
Georgia Professional
Land Surveyor # 3324

SURVEYOR CERTIFICATION (GEORGIA)

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.

John T. Newman
Georgia Professional
Land Surveyor # 3324

GeoSurvey
Land Surveying • 3D Laser Scanning
1560 Barnes Mill Road
Marietta, Georgia 30062
Phone: (770) 795-9900
Fax: (770) 795-8880
www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LSF-000621

ALTA/NSPS LAND TITLE SURVEY

The Kourtney
(PROPOSED)
FOR

Bolster Real Estate Partners, LLC.

GS JOB NO:	20216915	DRAWING SCALE:	1" = 30'
FIELD WORK:	MCN	SURVEY DATE:	03-11-2021
PROJ MGR:	JTN	REVISIONS:	DEP BOUND. ADDED
REVIEWED:	DLH	CITY:	SOUTH FULTON
DWG FILE:	20216915-01.dwg	COUNTY:	FULTON
		STATE:	GA
		LAND LOT:	34
		DISTRICT:	13TH

No.	Date	Description

ITEM # 5

Deed Book 38406 Pg 586
Filed and Recorded Sep-14-2004 09:19am
2004-0278686
Real Estate Transfer Tax $0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Return Recorded Document to:
SHUPING, MORSE & ROSS, LLP
6259 RIVERDALE ROAD SUITE 100
RIVERDALE, GA 30274-1698

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CLAYTON

File #: 04-49044

This Indenture made this 14th day of June, 2004 between
RICKEY J. SEWELL,

of the County of , State of Georgia, as party or parties of the first part, hereinunder called Grantor, and
DAVID P. CONVERSANO

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,

A ONE HALF INTEREST IN AND TO

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 89 OF THE 13TH DISTRICT, FULTON COUNTY, GEORGIA BEING 4.5 ACRES, MORE OR LESS, YATES ROAD AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is made subject to all easements, conditions, covenants, restrictions of record.

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

RUSSELL T. ROSS NOTARY PUBLIC FULTON COUNTY EXPIRES GEORGIA SEP 8, 2005

RICKEY J. SEWELL (Seal)

(Seal)

Deed Book 38406 Pg 587
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 34, District 13, Fulton County, Georgia, and being more particularly described as follows:

Begin at the intersection of the westerly right-of-way of Yates Road (apparent 40' right-of-way) and the northerly right-of-way of Hathcock Road (apparent 40' R/W) at an iron pin; said point being the POINT OF BEGINNING.

Proceed thence south 89 degrees 45 minutes 59 seconds west a distance of 223.50 feet to a point; proceed thence north 06 degrees 36 minutes 33 seconds west along the easterly right-of-way of Interstate 285 a distance of 728.80 feet to a point; proceed thence south 88 degrees 42 minutes 52 seconds east a distance of 322.91 feet to a point on the westerly right-or-way of Yates Road (apparent 40' right-of-way); proceed thence along the right-of- way of Yates Road south 01 degrees 14 minutes 01 seconds west a distance of 717.79 feet to a point on the right-of-way of Yates Road to the POINT OF BEGINNING.

Said tract of land containing 4.52 acres more or less and further described on a boundary survey dated 05/18/04 by W.S. Bodkin, Registered Land Surveyor.

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=23545504&key1=38406&key2=587&county=060&countyname=FULTON&userid=621896&ap... 1/1

ITEM # 6

Letter of Intent, Impact Analysis and Constitutional Notice

City of South Fulton, GA

Rezoning Application and Concurrent Variance

Applicant:
Bolster Real Estate Partners, LLC

Property:
+/-4.5 Acres on Yates Road

Parcel ID No.
13 0034 LL0897

Submitted for Applicant by:
Jeffrey S. Haymore
DILLARD SELLERS, LLC
1776 Peachtree Street, Suite 415-South
Atlanta, Georgia 30309
(404) 665-1243

I. INTRODUCTION

Bolster Real Estate Partners, LLC (hereafter "Applicant") applies to rezone approximately 4.5 acres of property on Yates Road, tax parcel number 13 0034 LL0897 (hereafter "Subject Property" and more specifically described in the legal description attached hereto as Exhibit "A") from the Neighborhood Unit Plan (NUP) district[1] to the Mixed Use (MIX) district.

The purpose of the rezoning is to develop a 114-unit active adult rental community named "The Kourtney" which will target, but not be exclusively limited to, empty nesters 55 years and older.[2] As shown on the enclosed site plan submitted with the application, The Kourtney consists of residential buildings and commercial and office spaces, each placed around internal streets, greenspaces and other amenities (hereafter "Proposed Development"). Of the proposed 114 new residential units, 97 residential units are targeted for market rate while 17 units (~15%) will target households earning up to 60 percent area median income (AMI). For the multi-family units consisting of three stories, elevators are provided to better assist senior residents. Between these units and ground-floor units, 76% of the units are accessible to residents without the necessity of climbing any steps. To offset the cost of this amenity, as well as provide 17 units at below-market rents, density is needed at 114 new residential units. The proposed commercial and office space is a combined 3,265 square feet. Finally, Applicant requests three concurrent variances and parking relief as more fully set forth in this application.

II. PROPOSED DEVELOPMENT

As shown on the site plan, the Proposed Development is laid out as three block faces oriented toward Yates Road and internal streets. These internal streets are pedestrian friendly, with a 7' sidewalk zone, a 3' tree planting zone, and a 30' two-way "carriage way", consisting of 8' of on-street parking and 22' street width. Off-street parking is behind the residential structures. Each block has a central courtyard/open space amenity. The multi-family buildings are situated to the rear of the development with attached and detached townhomes located between Yates

[1] The NUP district limits density to five or fewer single-family detached units per acre.

[2] At least one of the residents of each unit will be at least 55 years old. For example, a couple aged 55 and 54 would be eligible to reside at The Kourtney.

Road and the multi-family buildings. Building typologies include detached, duplex, triplex, and multiple attached "townhomes".[3] The buildings have flexible designs and architectural elevations, each incorporating open-air patios on the first floor and/or terrace areas on the second or third floor.

The building typology—both vertical and horizontal—is a mixture, consistent with the intent of the MIX district "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." Zoning Ordinance Sec. 206.05(a)(1). For example, within some buildings, there might be a ground floor studio unit, with a second unit on the middle floor and a third unit on the third floor (for a total of three units). Or, another building might have one ground floor studio unit and a second unit consisting of kitchen/living space on the middle floor and bedroom space on the third floor (for a total of two units). Or, another building might consist of garage on the ground floor, kitchen/living space on the middle floor and bedrooms on the top floor (for a total of one unit). On average, each building will have 2 units in each structure. These are often called "stacked townhomes." Each unit has direct access to the outside or to a common hall.

Approximately 17% of the units will be studio/efficiency, 45% will be 1-bedroom and 38% will be 2-bedroom. The proposed unit mix, size and rent is:

UNIT MIX			
Unit Type	***# of Units***	***Unit Size***	***Monthly Rent***
Studio - Affordable	5	612	$950
Studio - Market	14	612	$1,113
1 Bedroom - Affordable	7	800	$1,256
1 Bedroom-Market	44	800	$1,010
Two Bedroom - Affordable	5	1,290	$1,125
Two Bedroom - Market	39	1,290	$1,690
Total/Average	***114***	***958***	***$1,353***

[3] Townhouse is defined as "a dwelling unit in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common walls." Sec. 904.04 D

In total, there are 23 structures. The building typologies are as follows: 14 detached structures, 5 attached structures (duplex)[4] and 1 attached (triplex) structure[5]. In addition, there are 3 multi-family structures[6] consisting of 10 attached units in the southern block (Block A), 9 attached units in the middle block (Block B) and 11 attached units in the northern block (Block C). Per Table 2-4 of the Zoning Ordinance, each of these building typologies is permitted in the MIX district. Despite the above differentiating nomenclature, each building façade will have the appearance of townhomes.

This mixture of building typology allows for seniors to live in either a one-story multi-family unit accessible via elevator or to live in a multi-story townhome with parking on the ground floor, living space on the second floor and bedrooms on the top floor. This mixture also allows for a range of unit sizes and rent prices to meet the needs of residents.

III. PUBLIC PARTICIPATION PLAN

Applicant is committed to sharing the Proposed Development with community members, including adjacent owners and residents. For example, Applicant has mailed letters to over 380 adjacent neighbors inviting them to participate in one or more of three meetings scheduled on March 30, April 8 and April 14. The first two of these meetings are remote. The last meeting is a "work-shop" where individuals have the opportunity to meet the Applicant team in person. All meetings are designed to share project details but more importantly to solicit constructive feedback for further refining of the Proposed Development. In addition, Applicant has worked with District 3 to include information on the Proposed Development within the District 3 monthly newsletter. More details on this public participation plan are included in the Application.

IV. CRITICAL NEED FOR RETIREMENT-AGE HOUSING

There is a substantial need and demand in the City for housing for existing residents approaching retirement age (i.e. empty nesters) who are looking to down-

[4] Duplex is defined as "a structure that contains two dwelling units".
[5] Triplex is defined as a "building containing three dwelling units, each of which has direct access to the outside or to a common hall." Sec. 904.04 D
[6] Multi-family is defined as a "structure containing three or more dwelling units not including townhouses, triplexes or quadraplexes." Sec. 904.04 D

size from traditional single-family detached homes to multi-family dwellings. For example, page 53 of the 2016-2035 Fulton County Comprehensive Plan (adopted by the City), states that "[a]s the "Peak Earning Adults" continues to age, it's anticipated that many will prefer to…downsize to a multi-family dwelling." With little market supply within City limits, residents are compelled to look elsewhere rather than aging in place. This imbalance between supply and demand is not hyperbole. The City's Economic Development Plan recognizes the unmet demand. So, too does the City of South Fulton 2020-2023 Strategic Plan.[7] The Applicant's market study confirms this unmet demand.

V. COMPREHENSIVE PLANNING

A. Fulton Comprehensive Plan

According to the City's website, "Fulton County adopted the 2035 Comprehensive Plan in 2016. The City of South Fulton is currently in the process of making minor updates to this plan in order to adopt it as our own." Thus, the City of South Fulton has not yet adopted its "own" comprehensive plan. Instead, for the time being the City uses the Fulton County 2035 Comprehensive Plan (hereafter "Fulton Comprehensive Plan").[8] As stated on page 10 therein, "[c]omprehensive plans are guides that determine how communities shape their growth and development in the future." As further explained on the City's website, the [Fulton] Comprehensive Plan is a guiding document that the Planning and Zoning Division utilizes when reviewing rezoning requests."[9] Thus, it is a guide, not a mandate.

The Fulton Comprehensive Plan is divided into six chapters/elements. The "Land Use" element is found on pages 27-46 of the Fulton Comprehensive Plan, and includes the Future Land Use Map (FLUM), which is Figure 2E found on page 46.

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[7] See e.g., page 30 listing as an "objective" the creation of economic development plan to grow interest from developers for, among other things, "Senior Living". See also pg. 18, recognizing "limited housing stock" as a "weakness".

[8] In fact, page 10 of the Fulton Comprehensive Plan is clear that it *"was written to guide Fulton County's vision for Unincorporated Fulton County."* (Emphasis supplied).

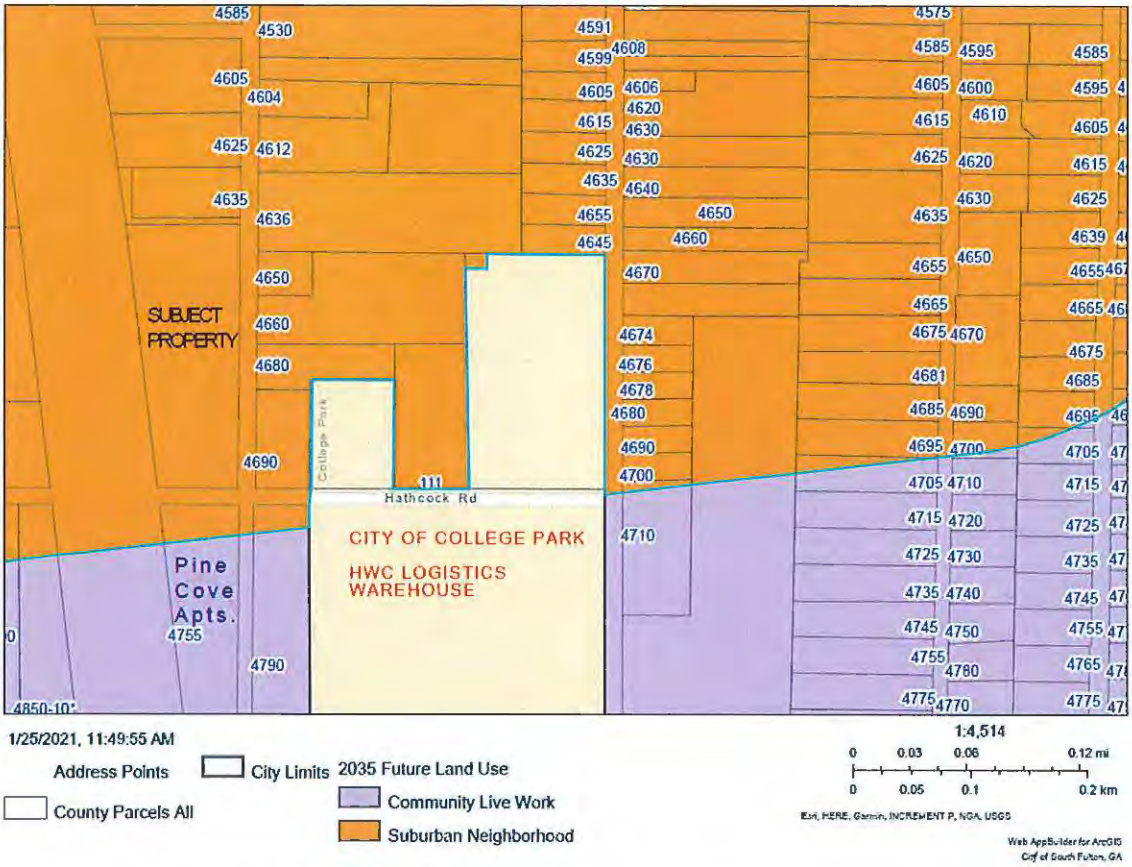
[9] This statement is consistent with state law. Comprehensive planning contemplates the evolvement of an over-all program or design of the present and future physical development of a local government. *Kingsley v. Florida Rock Industries, Inc.*, 259 Ga. App. 207 (2002).

The Land Use element is divided into four main character areas which are in turn further divided into thirteen subareas. See, pg. 28. The "Housing" element is found on pages 47-54 of the Fulton Comprehensive Plan. Importantly, the FLUM for the City was adopted October 5, **2016** by Fulton County as part of the 2016-2035 Fulton County Comprehensive Plan.

B. Character Area/FLUM for Subject Property

While the character subarea shown on the FLUM for the Subject Property is "Suburban Neighborhood", as depicted in the FLUM map image below, the Subject Property is literally feet from the "Community Live Work" character subarea to the south, which along with the "Regional Live Work" subarea form the Mixed-Use District Character Area.

COSF ArcGIS Web Map



C. Community Live Work character subareas

Community Live Work character subareas "are designated at intersections or along corridors and provide for a balanced mix of uses to create a live work environment." As shown on the previous image , character area boundary limits do not follow property lines. Instead, as explained on page 38 of the Fulton Comprehensive Plan, they are based on distances, specifically "a 1/2-mile distance for intersections and a 1/4 distance for corridors." Thus, unlike zoning boundary lines, which tend to follow property lines, character area boundaries are approximate and should not be taken literally. "Within the Community Live Character Areas, vertical and horizontal mixing of uses is appropriate, which includes medium and high-density residential housing such as duplexes and townhomes." Fulton Comprehensive Plan, pg. 38. As such, the MIX zoning district is a compatible district within the Community Live Work character area.

D. Regional Live Work character subareas

Like Community Live Work character subareas, Regional Live Work character subareas (each part of the Mixed-Use Character Area) "are based on distances to intersection and corridors and also "provide a mix of uses to create a live work environment" Fulton Comprehensive Plan, pg. 41. Also, like Community Live Work character subareas, within Regional Live work character subareas, "vertical and horizontal mixing of uses is appropriate, which includes high density residential housing such as condominiums, townhomes, and apartments." Fulton Comprehensive Plan, pg. 41. Not surprisingly therefore, the MIX zoning district is also a compatible district with the Regional Live Work character area.

E. Community Live Work versus Regional Live Work character areas

According to Figure 2C (page 42) of the Fulton Comprehensive Plan, the *suggested* density in the Community Live Work character subarea is up to nine (9) units per acre and the suggested density in the Regional Live Work character subarea is nine plus (9+) units per acre. Of course, the suggested densities are guides and not binding on policy makers and property owners. As explained by the Georgia Supreme Court, as a matter of law, the City is not obligated to follow its comprehensive plan because it merely serves as guide to and is not legally binding on legislative officials when making zoning decisions. *Lamar County v. E.T. Carlyle Co.*, 277 Ga. 690, 694 (2004). Consistent with this legal truism, the MIX zoning district, unlike other zoning districts, does not have a maximum dwelling units per acre (e.g. density). More specifically, Table 4-1 (Area Regulations for

Lots and Principal Buildings) of the Zoning Ordinance states that density in the MIX: "None, unless specified in [rezoning] conditions".

There are many reasons why planning officials and policy makers should not take the position that the FLUM and Figure 2C legally bind them to recommend against and/or limit rezoning to MIX at a density less than requested by Applicant. First, the Fulton Comprehensive Plan was adopted by Fulton County for then-unincorporated land. Second, as stated on page 10 of the Fulton Comprehensive Plan, "[c]omprehensive plans are guides that determine how communities shape their growth and development in the future." Third, as explained by the Georgia Supreme Court, as a matter of law, the city is not obligated to follow its comprehensive plan because it merely serves as guide to and is not legally binding on legislative officials when making zoning decisions. *Lamar County v. E.T. Carlyle Co.*, 277 Ga. 690, 694 (2004). Fourth, the Zoning Ordinance does not expressly mandate compatibility between the comprehensive plan (including the FLUM and Figure 2C) and the zoning district, but rather only recognizes the comprehensive plan's intent to "guide and direct growth and development in the city." Sec. 103.02(a).[10] Fifth, the FLUM character area boundary is based on proximate distances, not literal property lines, thus suggesting flexibility and modification of lines. Sixth, the Comprehensive Plan is more than the FLUM and Figure 2C. It also includes the "Housing" element which recognizes the importance of providing multi-family dwelling supply for seniors wishing to age in place. See page 53, Fulton County Comprehensive Plan. See also, The City's Economic Development Plan and the City of South Fulton 2020-2023 Strategic Plan.[11] As proof, the site on the western side of I-285 has the Community Live Work subarea but MIX zoning district.

Finally, and in recognition of the foregoing reasons, Staff has supported (correctly) a rezoning not consistent with the FLUM. For example, August 21, 2018, Staff issued a staff report for case #Z18-008 for Ella Lane, which is adjacent to I-85. There, the property owner sought rezoning of 4.5 acres of vacant land from MIX to C-1 (Community Business) for two hotels. The 2035 Future Land Use Map's land

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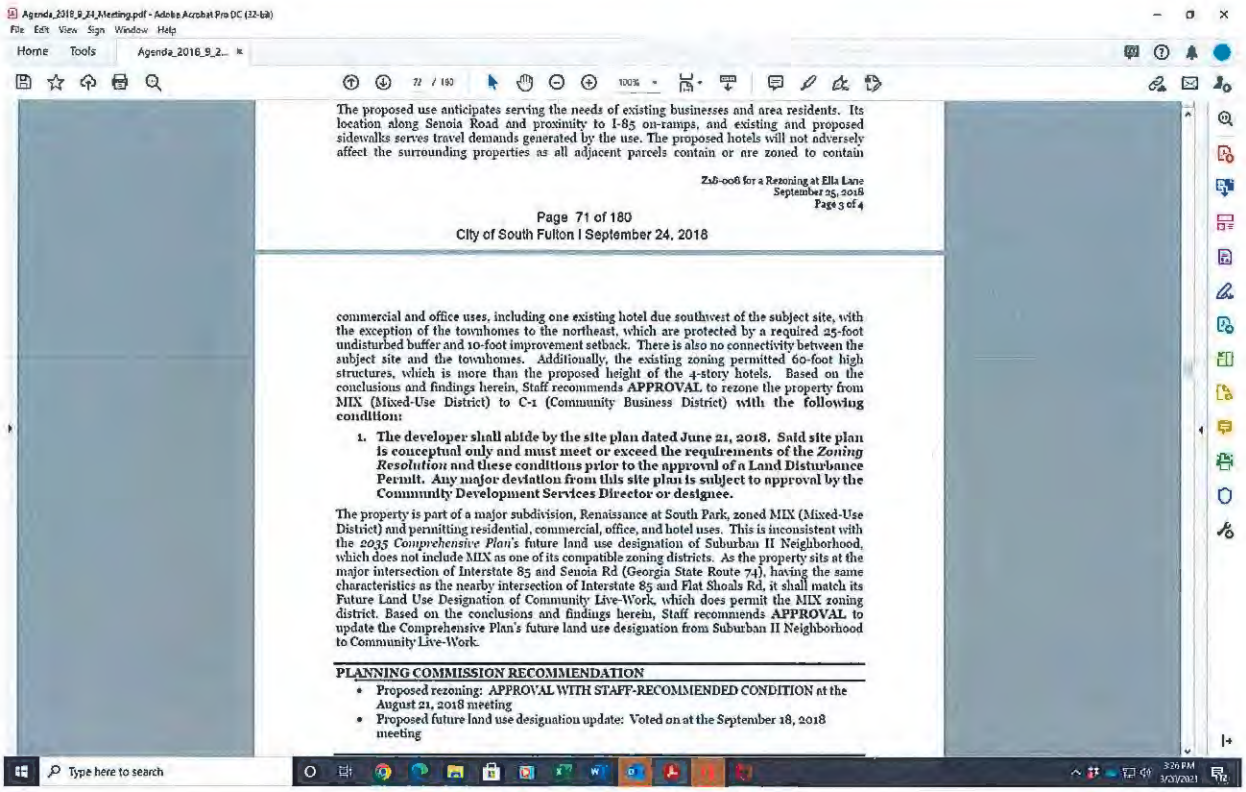
[10] Juxtaposed, see *City of Atlanta v. TAP*, 273 Ga. 681, 682 (2001) (noting that in Atlanta's Zoning Code, rezoning of property must be consistent with the land use plan in its Comprehensive Development Plan

[11] See e.g., page 30 listing as an "objective" the creation of economic development plan to grow interest from developers for, among other things, "Senior Living". See also pg. 18, recognizing "limited housing stock" as a "weakness".

use classification for the property was Rural Neighborhood and C-1 is not a compatible zoning district. However, staff, correctly, recognized that the area had and was continuing to change given its interstate adjacency but the land use map had failed to recognize this change. Accordingly, staff, correctly, recommended both an amendment to the Future Land Use Map and approval of the rezoning as follows:



The proposed use anticipates serving the needs of existing businesses and area residents. Its location along Senoia Road and proximity to I-85 on-ramps, and existing and proposed sidewalks serves travel demands generated by the use. The proposed hotels will not adversely affect the surrounding properties as all adjacent parcels contain or are zoned to contain

Z18-008 for a Rezoning at Ella Lane
September 25, 2018
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City of South Fulton I September 24, 2018

commercial and office uses, including one existing hotel due southwest of the subject site, with the exception of the townhomes to the northeast, which are protected by a required 25-foot undisturbed buffer and 10-foot improvement setback. There is also no connectivity between the subject site and the townhomes. Additionally, the existing zoning permitted 60-foot high structures, which is more than the proposed height of the 4-story hotels. Based on the conclusions and findings herein, Staff recommends **APPROVAL** to rezone the property from MIX (Mixed-Use District) to C-1 (Community Business District) **with the following condition:**

1. **The developer shall abide by the site plan dated June 21, 2018. 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. Any major deviation from this site plan is subject to approval by the Community Development Services Director or designee.**

The property is part of a major subdivision, Renaissance at South Park, zoned MIX (Mixed-Use District) and permitting residential, commercial, office, and hotel uses. This is inconsistent with the *2035 Comprehensive Plan's* future land use designation of Suburban II Neighborhood, which does not include MIX as one of its compatible zoning districts. As the property sits at the major intersection of Interstate 85 and Senoia Rd (Georgia State Route 74), having the same characteristics as the nearby intersection of Interstate 85 and Flat Shoals Rd, it shall match its Future Land Use Designation of Community Live-Work, which does permit the MIX zoning district. Based on the conclusions and findings herein, Staff recommends **APPROVAL** to update the Comprehensive Plan's future land use designation from Suburban II Neighborhood to Community Live-Work.

PLANNING COMMISSION RECOMMENDATION

- Proposed rezoning: APPROVAL WITH STAFF-RECOMMENDED CONDITION at the August 21, 2018 meeting
- Proposed future land use designation update: Voted on at the September 18, 2018 meeting

Staff's recommendation there was consistent with sound planning principles that recognize that as areas change, so to must land uses. The Planning Commission recommended approval of the rezoning with conditions. The City Council and Mayor approved the rezoning with conditions. For this reason, the above discussed case law as well as sound planning principles recognize that future land use maps serve as guides, not mandates.

For all these reasons, an amendment to the FLUM character area for the Subject Property should be amended to the Regional Live Work designation. Concurrent with this Application, **Applicant requests that upon rezoning to MIX, the City Council change the FLUM character subarea map designation for the**

Subject Property from Suburban Neighborhood to Regional Live Work. Pursuant to Ga Reg. 110-3-2.06(11)(b), the City Council has plenary authority to make "minor amendments", such as a change to the FLUM for the Subject Property, without pre-submittal to the ARC. This state regulation provides:

> While local governments are encouraged to keep their plans current, *it is not intended that each minor amendment being considered by a local government be submitted for review to the regional development center. Proposed amendments that are strictly local in nature and are not considered as having an effect on another local government need not be submitted to the regional development center for review.*

See also, *Kingsley v. Florida Rock Industries, Inc.*, 259 Ga. App. 207 (2002) (holding that notice for planning hearings must simply conform to the county's normal procedure, not the state-wide mandated ZPL requirements).

VI. MIX DISTRICT

The intent of the MIX district is "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." Sec. 206.05(a)(1). The MIX district is particularly encouraged in areas designated by the Comprehensive Plan Future Land Use Map…in Live-Work corridors." Sec. 206.05(a)(1). The MIX district mandates a residential component, including townhouses and/or multi-family and "at least two of the following: commercial, office or institutional uses." Sec. 206.05(a)(2).

Consistent with the MIX district intent, most controls on development such as lot area, setbacks, lot width, heated floor area, density and lot coverage are set by the City Council in the ordinance approving the rezoning, rather than the controls established in Table 4-1 of the Zoning Ordinance. However, Sec. 404.05 district requires the following in a MIX district:

(a) a minimum of 20% of the total site area shall be common outdoor area and shall be maintained by the property owner(s).
(b) All components are required to be interconnected with pedestrian paths constructed of either colored/textured materials or conventional sidewalk materials and clearly identified.

(c) Off-street parking as required by Article 6 may be reduced, and shared parking among uses may be allowed upon approval by City Council in the conditions of zoning.
(d) No more than 25% of the total floor area may be devoted to storage.

As shown on the site plan, the proposed development meets the 20% common outdoor area and maintenance requirement, is interconnected with pedestrian sidewalks, does not contain any storage use/component (other than incidental space inside residents units or non-commercial uses).

Parking

With regard to off-street parking, Article 6 does not specify minimum number of off-street parking spaces by zoning district. Instead, Table 6-1 provides that for multi-family with fewer than 40 units/acre, the parking ratio is 1.4 spaces for 1-bedroom units and 2 spaces for 2-bedroom units. At 70 1-bedroom/studio units (70 x 1.4 = 98) and 44 2-bedroom units (44x 2.0 = 88), the required parking is 186 (98 + 88 =186).

UNIT MIX		
Unit Type	***# of Units***	***# of bedrooms***
Studio	19	19
1 Bedroom	51	51
Two Bedroom	44	88
Total/Average	114	158

As shown on the site plan, the proposed development will provide 151 spaces as follows:

1. 114 off-street spaces for residents; and
2. 37 on-street parking for guests

Applicant requests, pursuant to Sec. 404.05(c), that the City Council reduce the required off-street parking by 72 on-site parking spaces but only by 35 total parking spaces.

Landscape Strip and Zoning Buffer

The Site Plan shows a proposed 10' landscape strip between Yates Road and the front lot line where Table 4-4 requires a 20' width. **Applicant hereby requests a 10' concurrent variance for this landscape strip.** The Site Plan also shows a 15' side yard undisturbed zoning buffer along the north property line where Table 4-4 requires a 25' width. **Applicant hereby requests a 15' concurrent variance for this side yard buffer.** Finally, the Site Plan shows grading within the 10' improvement setback for road installation adjacent to northern most internal drive where Sec. 405(c) does not allow improvement within the setback. **Applicant hereby requests a concurrent variance to allow such improvement within the 10' provided improvement setback.**

VII. ZONING IMPACT ANALYSIS

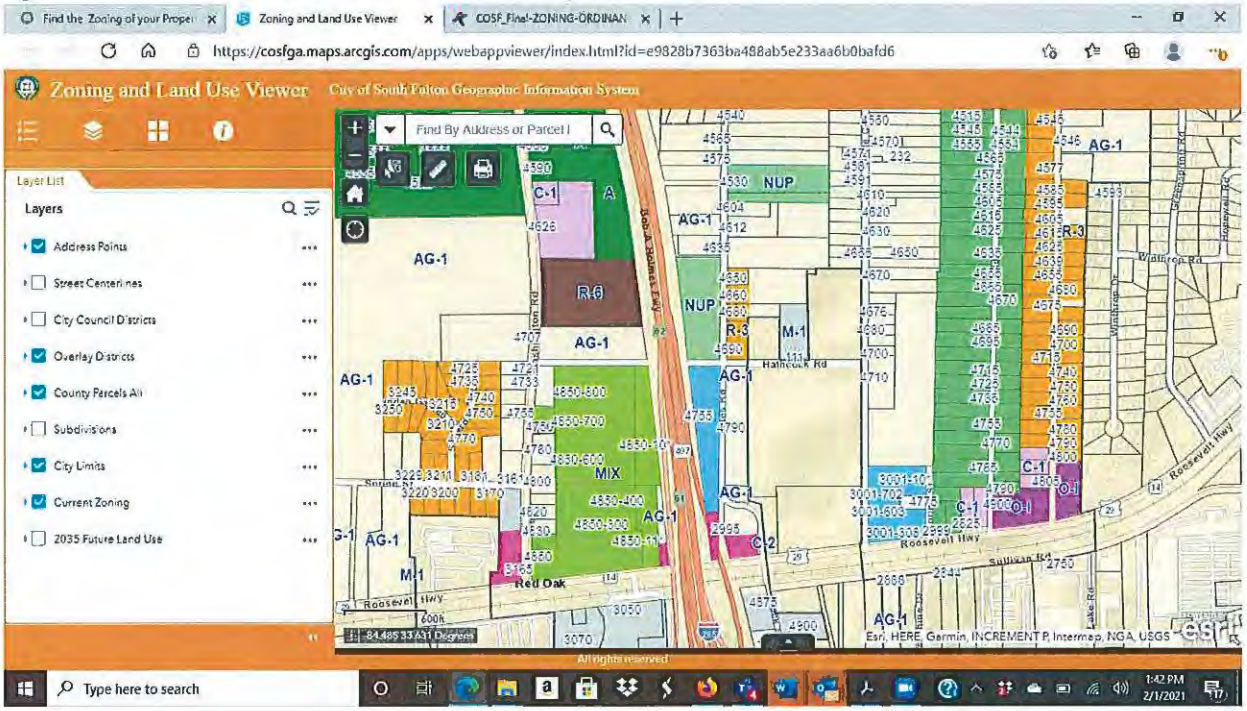
1. The existing land uses and zoning classification of nearby property

The Subject Property sits at the northwest intersection of Yates Road and Hathcock Road.[12] The western boundary of the subject property is I-285. As shown below, the zoning classifications of nearby property vary. This is not unexpected given the area sits at the intersection of I-285 and I-85 and Roosevelt Highway. For example, to the north extending to the City line, there are a few low-density single-family residences zoned AG-1. The property to the immediate south is zoned A-1 (Pine Cove Apartments) and south of that there are a few parcels zoned C-2, one of which is used for a tire shop. To the immediate east are four parcel zoned R-3 and adjacent to that is property zoned M-1. Property to the south and east fronting on Roosevelt Highway has a diversity of C-2, A-1 (vacant apartment complex), C-1, O-I (Fulton County Voiture 217 Military Veterans) and SUB-C zoned property. To the west (across I-285) similar patterns of diverse zoning classifications abound and include A (Vesta Gardens Apartments, The Gardens at Camp Creek Apartment Homes, Buckingham Court Apartments), R-6 (vacant land), MIX (vacant land), AG-1 (Calvary Memorial Church), C-1 (Christian Plaza shopping center/Spread the

[12] Hathcock Road formally ran perpendicular to Yates Road on the west and White City Road on the east. Hathcock Road has been closed in connection with Duke Realty's 499,000 square foot warehouse development at the southeast quadrant of this same intersection (2929 Roosevelt Highway) for light industrial (M-1). The City of College Park approved that rezoning in the last five years.

Word Church Ministries), C-2 (BP Gas Station) and R-3, many fronting on Washington Road. Indeed, the prevailing zoning and land use characteristic is the lack of uniformity.

In looking at the Zoning Map (below) in the area, there are 25 acres of property currently zoned MIX since 2006 (from AG-1) which directly fronts on I-285 (on the west side) and fronting on Roosevelt Highway. Thus, this area has been transitioning for many years to a more mixed-use, higher intensity area, which makes sense given this area is dominated by transportation corridors, reflected in the FLUM's designation of this corridor as Community Live Work.



2. The suitability of the subject property for the zoned purposes

The Subject Property is perfectly suited for the purposes of the MIX zoning district. The Subject Property follows transitional use planning principles from commercial (tire shop) and industrial uses (HWC Logistics warehouse leased from Duke Realty) fronting at the intersection of Roosevelt Highway and Yates Road, followed by the A-1 apartment use (Pine Cove Apartments) just south of the Subject

Property, to the Subject Property's townhouse use, to the single-family residential use to the north of the Subject Property.

3. **The extent to which the property values of the subject property are diminished by the particular zoning restrictions**

The Subject Property's NUP zoning dates back to approximately February 2006 when Fulton County rezoned the Subject Property for up to 24 single-family residential uses.[13] However, the development was never built and the Subject Property has remained vacant. This lack of development is due to the current zoning which unreasonably diminishes the property value of the Subject Property. Building single-family dwellings adjacent to the Interstate is not economically viable at the Subject Property.

4. **The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public**

While maintaining the Subject Property zoned for residential purposes is arguably in the public interest, maintaining the current single-family only zoned NUP classification is not. The current NUP zoning only ensures that the Subject Property remain vacant property rather than contributing to the built environment and the tax base. Rezoning to MIX will provide stability to Yates Road by providing a new transitional use between commercial/industrial on Roosevelt Highway and the few single-family homes in the City of South Fulton and others on the City of College Park side along Yates Road. If the Subject Property is not rezoned as requested, it is likely that in the future there will be even more pressure to rezone the Subject Property to an even more intense use given the relatively recent City of College Park M-1 zoning for the HWC Logistics warehouse opposite the Subject Property. The proposed rezoning will eliminate that pressure.

5. **The relative gain to the public as compared to the hardship imposed upon the individual property owner**

[13] Case # 2005Z-0131 SFC; 2005VC-0250 SFC.

The current zoning provides no gain to the public because it results in a vacant non-tax producing parcel. On the counterbalance, the current zoning results in significant detriment to the current property owner and Applicant. Building single-family dwellings adjacent to the Interstate is not economically viable, demonstrated in part by over 17 years of non-development since the Subject Property was last rezoned.

6. **The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property**

To the best of Applicant's knowledge, the Subject Property has never been used. At a minimum, the Subject Property has remained vacant since 2005. While there appears to be little new development in the area, the most recent development trends are toward industrial uses, such as the nearly 500,000 square feet of new industrial warehouse space built by Duke Realty and leased to HWC Logistics. This new industrial warehouse space sits opposite the Subject Property. The Proposed Development will counter the warehousing trend in the area and protect existing residential from that trend. As such, the Proposed Development should be welcomed and embraced.

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

Not only will the proposed zoning permit a use that is suitable, but it will permit a similar use that is directly adjacent to the south of the Subject Property and also the predominant land use for parcels directly adjacent to I-285 on the opposite side of the highway.

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

The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property because the majority of such properties are currently used for either the same use (i.e. multi-family) or more intense uses (i.e. industrial, commercial, institutional). For the surrounding single-family uses, the proposed development will have a positive affect by serving as a transitional use. This

transitional use will serve as a buffer from the industrial and commercial uses along Roosevelt highway and will prevent their northerly encroachment to the single-family residential uses north of the Subject Property.

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

The current NUP conditional zoning limiting density to 24 units does not allow for a reasonable economic use, especially when compared to similar properties in proximity which allow for greater residential (i.e. multi-family) density. For example, because the subject property abuts I-285, there is no demand for single-family residential development. This lack of demand is evidenced by the many years this property has sat idle. Contrastingly, there is demand for the Proposed Development, evidenced by the apartment development to the immediate south and to the many apartment developments abutting the western side of I-285. These include the Vesta Gardens Apartments, The Gardens at Camp Creek Apartment Homes, Buckingham Court Apartments

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

The Proposed Development, while adding vehicles to Yates Road, will not cause an excessive burden to Yates Road. The Subject Property is conveniently located next to Roosevelt Highway, I-85 and I-285 which can easily accommodate the traffic generated. Because the Proposed Development is targeted to empty nesters, there should be little to no impact on schools other than increased tax base for the benefit of the Fulton County School District.

11. **Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan**

The Proposed Development is consistent with many policies and the intent of the Comprehensive Plan. These include, providing housing for seniors and others desiring to age in place. For example, page 53 of the 2016-2035 Fulton County Comprehensive Plan (adopted by the City), states that "[a]s the "Peak Earning

Adults" continues to age, it's anticipated that many will prefer to...downsize to a multi-family dwelling." The City's Economic Development Plan recognizes the unmet demand for senior housing. So, too does the City of South Fulton 2020-2023 Strategic Plan.[14] Currently, the Subject Property is located in the Suburban Neighborhood Character Area. The intent of this character area "is to provide a wide diversity of housing types and affordability...while preserving the surrounding natural, agricultural, and rural areas." The Proposed Zoning and the Proposed Development's mixture of housing types and affordability further this intent. While the Proposed Zoning is not a compatible district with the current FLUM designation of Suburban, the area is changing. The property to the immediate south is used as multi-family. The property to the southeast was recently developed with a 500,000 square foot warehouse. Thus, the Proposed Zoning is in line with zoning and development that has already happened, both in COSF and in the adjacent municipality of College Park. The Proposed zoning will therefore be suitable for the area currently, where it will undoubtedly be headed in the future.

12. 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

As recognized in the Fulton Comprehensive Plan, there is a growing need for housing for empty-nesters and others transitioning from traditional single-family residences into active-adult communities.[15] Currently, there is little housing to meet this need, meaning current residents of the City of South Fulton may need to look outside of the City for housing. The Proposed Development will help meet this need, thereby allowing current residents of the City of South Fulton to age in place. This existing (and also changing) condition gives supporting grounds for approval of the

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[14] See e.g., page 30 listing as an "objective" the creation of economic development plan to grow interest from developers for, among other things, "Senior Living". See also pg. 18, recognizing "limited housing stock" as a "weakness".

[15] See, page 30 of the City of South Fulton 2020-2023 Strategic Plan listing as an "objective" the creation of economic development plan to grow interest from developers for, among other things, "Senior Living. See also pg. 18 of the City of South Fulton 2020-2023 Strategic Plan, recognizing "limited housing stock" as a "weakness".

zoning proposal. The Current Zoning will not meet this demand, only the proposed MIX zoning district.

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

The proposed use should not have any environmentally adverse effect on the natural resources and citizens of South Fulton as identified in the enclosed Environmental Site Analysis. The Subject Property does not have any environmentally sensitive areas like floodplains, wetlands, streams, etc. Both construction and post-construction conditions, such as stormwater (velocity, quality and quantity), erosion and sedimentation and other development controls will comply with Chapter 9 (Post-construction Stormwater Management) of the City of South Fulton Code enacted by the City to protect, maintain and enhance the public health and safety.

VIII. CONSTITUTIONAL NOTICE

Georgia law requires us to raise federal and state constitutional objections during the rezoning application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, we are required to raise the following constitutional objections at this time:

The portions of the City of South Fulton Zoning Ordinance, facially and as applied to the Subject Property, which restrict the Subject Property to any uses, or to any zoning district other than that proposed by the Applicant are 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 and 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, facially and as applied to the Subject Property, which restricts the Subject Property to any uses, or to any zoning classification other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a

taking of Applicant's Subject 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 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 without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and 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. A refusal to grant the rezoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by City of South Fulton to grant this rezoning application in accordance with the criteria requirements as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the 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 Subject Property 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 Subject Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

For all the foregoing reasons, it is submitted on behalf of the Applicant that the rezoning application meets the requirements of the City of South Fulton Zoning Ordinance.

Legal Standing Objection

The Applicant further objects to the legal standing of each and every surrounding resident to challenge, whether before the City Council or any court of competent jurisdiction, any zoning decision by the City Council in that he/she has not shown, nor can show, that he/she will suffer special damages within the meaning of Georgia law as a result of said decision. The Applicant raises this objection before the City and requests the City Council to determine the standing of any individual who challenges or objects to the City Council's decision to rezone the Property. Applicant further raises this objection before the City Council to preserve said objection on appeal, if any, to any court of competent jurisdiction.

Evidentiary Objection

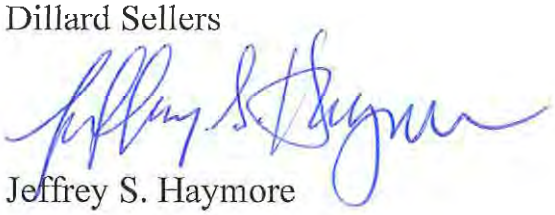
The Applicant further objects on the grounds or relevancy, hearsay, lack of foundation, speculation, opinion, vague, argumentative and all other applicable evidentiary objections to statements made at the public hearings and to documents submitted before or at the public hearings where such statements or documents are in opposition to the Application. The Applicant raises these objections before the City Council and requests the City Council to disregard such statements and/or documents based on these evidentiary objections. Applicant further raises this objection before the City Council to preserve said objection on appeal, if any, to any court of competent jurisdiction.

IX. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this rezoning application be granted as requested by the Applicant. If there are any questions about this rezoning request, you may contact me at 404-665-1243 or jhaymore@dillardsellers.com

Sincerely,

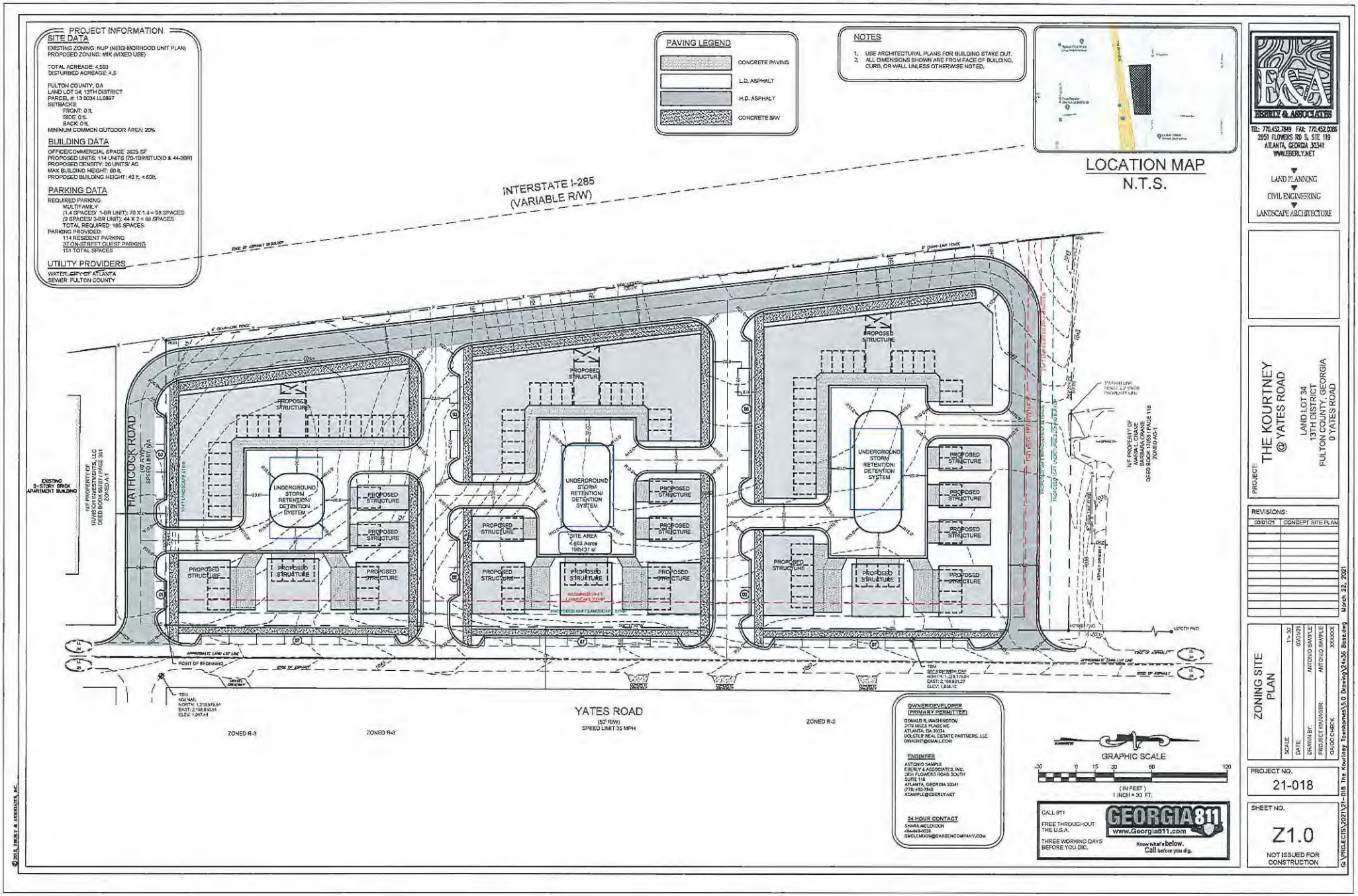
Dillard Sellers



Jeffrey S. Haymore

Item # 7: Site Plan

E-mailed as separate pdf with electronic filing


PROJECT INFORMATION
SITE DATA
EXISTING ZONING: NUP (NEIGHBORHOOD UNIT PLAN)
PROPOSED ZONING: MIX (MIXED USE)
TOTAL ACREAGE: 4,503
DISTURBED ACREAGE: 4.5
FULTON COUNTY, GA
LAND LOT 34; 13TH DISTRICT
PARCEL #: 13 0034 LL0887
SETBACKS:
FRONT: 0 ft.
SIDE: 0 ft.
BACK: 0 ft.
MINIMUM COMMON OUTDOOR AREA: 20%
BUILDING DATA
OFFICE/COMMERCIAL SPACE: 3625 SF
PROPOSED UNITS: 114 UNITS (70-1BR/STUDIO & 44-2BR)
PROPOSED DENSITY: 26 UNITS/ AC
MAX BUILDING HEIGHT: 60 ft.
PROPOSED BUILDING HEIGHT: 40 ft. < 60ft.
PARKING DATA
REQUIRED PARKING
MULTIFAMILY
(1.4 SPACES/ 1-BR UNIT): 70 X 1.4 = 98 SPACES
(2 SPACES/ 2-BR UNIT): 44 X 2 = 88 SPACES
TOTAL REQUIRED: 186 SPACES
PARKING PROVIDED
114 RESIDENT PARKING
37 ON-STREET GUEST PARKING
151 TOTAL SPACES
UTILITY PROVIDERS
WATER: CITY OF ATLANTA
SEWER: FULTON COUNTY
PAVING LEGEND
CONCRETE PAVING
L.D. ASPHALT
H.D. ASPHALT
CONCRETE S/W
NOTES
1. USE ARCHITECTURAL PLANS FOR BUILDING STAKE OUT.
2. ALL DIMENSIONS SHOWN ARE FROM FACE OF BUILDING, CURB, OR WALL UNLESS OTHERWISE NOTED.
LOCATION MAP
N.T.S.
INTERSTATE I-285
(VARIABLE R/W)
HATHCOCK ROAD
(50' R/W)
SPEED LIMIT: 35 MPH
EXISTING 2-STORY BRICK APARTMENT BUILDING
N/F PROPERTY OF NUNSON INVESTMENTS, LLC DEED BOOK 56787 / PAGE 361 ZONED A-1
N/F PROPERTY OF MARIA L. CRANE BARBARA CRANE DEED BOOK 17058 / PAGE 118 ZONED A6-1
PROPOSED STRUCTURE
UNDERGROUND STORM RETENTION/ DETENTION SYSTEM
SITE AREA
4.503 Acres
196,131 sf
POINT OF BEGINNING
YATES ROAD
(50' R/W)
SPEED LIMIT 35 MPH
ZONED R-3
OWNER/DEVELOPER (PRIMARY PERMITTEE)
DONALD R. WASHINGTON
3170 NILES PLACE NE
ATLANTA, GA 30324
BOLSTER REAL ESTATE PARTNERS, LLC
DWASHT@GMAIL.COM
ENGINEER
ANTONIO SAMPLE
EBERLY & ASSOCIATES, INC.
2951 FLOWERS ROAD SOUTH
SUITE 119
ATLANTA, GEORGIA 30341
(770) 452-7849
ASAMPLE@EBERLY.NET
24 HOUR CONTACT
SHARA MCLENDON
404-849-0029
SMCLENDON@GARDENCOMPANY.COM
GRAPHIC SCALE
-30 0 15 30 60 120
(IN FEET)
1 INCH = 30 FT.
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ATLANTA, GEORGIA 30341
WWW.EBERLY.NET
LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
PROJECT:
THE KOURTNEY
@ YATES ROAD
LAND LOT 34
13TH DISTRICT
FULTON COUNTY, GEORGIA
0 YATES ROAD
REVISIONS:
03/01/21 CONCEPT SITE PLAN
ZONING SITE PLAN
SCALE: 1"= 30'
DATE: 03/01/21
DRAWN BY: ANTONIO SAMPLE
PROJECT MANAGER: ANTONIO SAMPLE
QA/QC CHECK: XXXXXX
PROJECT NO.
21-018
SHEET NO.
Z1.0
NOT ISSUED FOR CONSTRUCTION
March 22, 2021

LOCATION MAP
N.T.S.
OVERALL SITE PLAN
THE KOURTNEY
@ YATES ROAD
LAND LOT 34
13TH DISTRICT
FULTON COUNTY, GEORGIA
0 YATES ROAD
REVISIONS:
CONCEPT SITE PLAN
PROJECT NO.
21-018
SHEET NO.
Z1.1
NOT ISSUED FOR CONSTRUCTION
GRAPHIC SCALE
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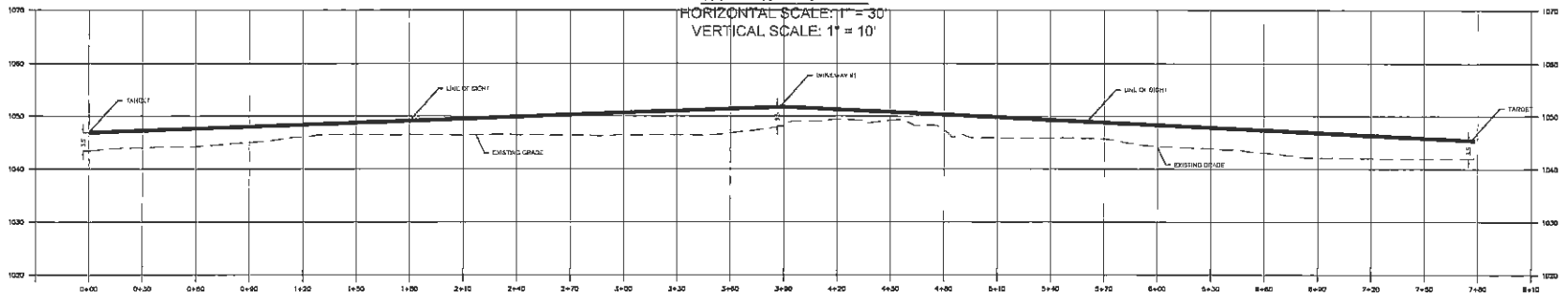
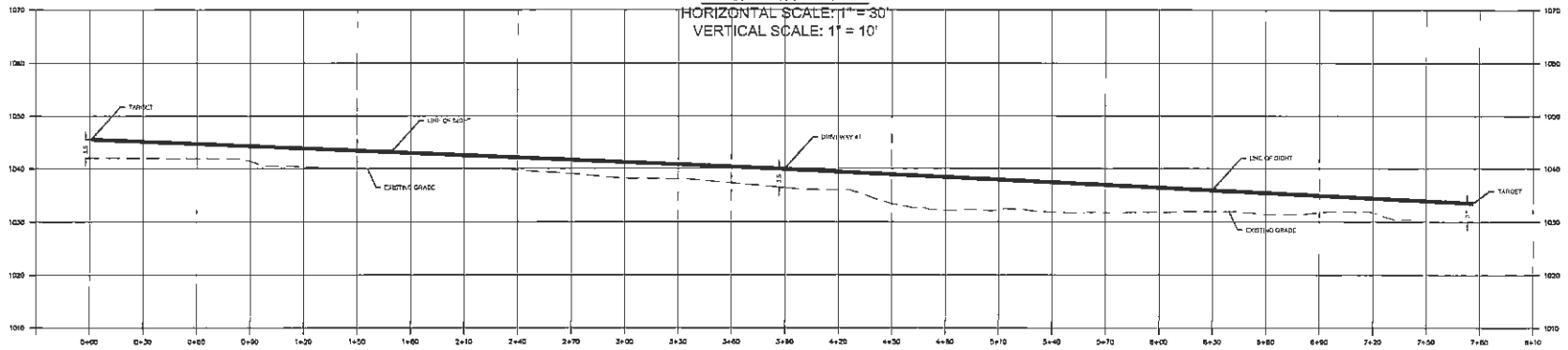
SIGHT DISTANCE DW 1

HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 10'



SIGHT DISTANCE DW 2

HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 10'



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WWW.EBERLY.NET
LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

PROJECT:
THE KOURTNEY
@ YATES ROAD
LAND LOT 34
13TH DISTRICT
FULTON COUNTY, GEORGIA
0 YATES ROAD

REVISIONS:

03/01/21	CONCEPT SITE PLAN

SIGHT DISTANCE

SCALE:	1" = 30'
DATE:	03/01/21
DRAWN BY:	ANTONIO SAMPLE
PROJECT MANAGER	ANTONIO SAMPLE
CROSS CHECK:	XXXXX

March 22, 2021

PROJECT NO.
21-018

SHEET NO.
Z1.2
NOT ISSUED FOR CONSTRUCTION

C:\PROJECTS\2021\21-018 The Kourtney Townhomes\1.0 Drawing\21-36 Site.dwg

ITEM # 8

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: Bolster Real Estate Partners, LLC Phone Number: 404-665-1243

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 Agricnlture, Nature Resource Conservation Scrvice
- 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 vcrification

3. **PROJECT IMPLEMENTATION MEASURES**. Describe how the project implements cach 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. Miuimization of negative impacts on environmentally stressed communities where cnvironmentally 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

CONTOUR ENGINEERING | A Universal Engineering Sciences Company

March 3, 2021

Ms. Ashley Webb
Darden & Company
900 Circle 75 Parkway, Suite 780
Atlanta, Georgia 30339

RE: Environmental Site Analysis (ESA) Report
The Kourtney at Yates Road - Yates Road Tract ±4.52 Acres
Tax Parcel ID: 13-0034-LL0897
City of South Fulton, Georgia
Project Number: E21DCO01

Dear Ms. Webb,

Contour Engineering, LLC (Contour) has completed the authorized Environmental Site Analysis (ESA) report for the above-referenced site. This assessment was performed in general conformance with the Environmental Site Analysis - Form A, as per the City of South Fulton Rezoning & Use Permit Application.

We appreciate the opportunity to provide our environmental consulting services to Darden & Company. If you have any questions regarding this report or if we may be of further service to you, please call our office at (770) 794-0266.

Sincerely,
CONTOUR ENGINEERING, LLC

Andrew G. Riess
Project Scientist
Contour Environmental, LLC

Dana A. Spotts, REPA, EP
Senior Scientist/Manager
Contour Environmental, LLC

Jeanette Hamm, P.E.
Senior Engineer

Attachments:

Figure 1:	Site Location Map
Figure 2:	Aerial Tax Map
Figure 3:	NWI Map
Figure 4:	FEMA FIRM
Figure 5:	Georgia Flood Map Flood Risk Snap-Shot
Figure 6:	Fulton County Historic Resources Survey Map
Figure 7:	GNAHRGIS Map
Appendix A:	Site Photographs
Appendix B:	Preliminary Plat, Construction Drawing C2
Appendix C:	USFWS Endangered Species IPAC Report

CONTOUR ENGINEERING | A Universal Engineering Sciences Company

Environmental Site Analysis Report
Yates Road Site ±4.52 Acres
City of South Fulton, Georgia
Contour Project No: E21DCO01

Prepared For:

DARDEN & COMPANY
900 CIRCLE 75 PARKWAY, SUITE 780
ATLANTA, GEORGIA 30339

Prepared By:

CONTOUR ENGINEERING, LLC
1955 Vaughn Road, Suite 101
Kennesaw, Georgia 30144

March 3, 2021

GENERAL SITE DESCRIPTION

The site property consists of one [1] undeveloped, parcel of land located west of Yates Road and east of Interstate 285 (I-285) in the City of South Fulton, Fulton County, Georgia. More specifically, the site is identified as Tax Parcel ID: 13 0034 LL0897. The site is not currently addressed. A Site Location Map depicted on a United States Geological Survey (USGS) topographic map is attached as Figure 1.

The site contains ±4.52 acres of undeveloped (wooded and cleared) land containing a diversity of mature hardwood with mixed softwood trees and moderate understory growth. It is noteworthy to mention that the southern portion of the site contains very thick groundcover (kudzu).

The site property is located in an area of mixed residential and commercial development with areas of undeveloped land. The adjacent properties to the north consist of undeveloped land and residential development. The adjacent property to the south consists of residential development. Adjacent properties to the west consist of I-285 and undeveloped land. The adjacent properties to the east consist of residential development, undeveloped land, and commercial development.

An Aerial Tax Map is attached as Figure 2. Photographic documentation is attached as Appendix A.

ENVIRONMENTAL IMPACTS

A. Wetlands

According to the U.S. Fish and Wildlife Service (USFWS), National Wetland Inventory (NWI), no wetlands, streams, and/or open water impoundments are mapped as being located within the envelope of the site property. The NWI map is attached as Figure 3.

Furthermore, based on results of the site reconnaissance by a Contour qualified Ecologist, no evidence of potential regulated wetlands *(waters of the U.S.)*, "buffered" state waters, and/or open water ponds/impoundments were observed within the envelope of the site and/or immediately adjacent to the site property.

B. Floodplains

According to the Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map (FIRM) - Map Number 13121C0363F - Panel Number 0363F, dated September 18, 2013, the site property is located within an "Area of Minimal Flood Hazard - Zone X". Refer to the FIRM Map as Figure 4 of this report.

According to the City of South Fulton Website (*www.cityofsouthfultonga.gov*), the site is located within an "Area of Minimal Flood Hazard - Zone X". A Georgia Flood Map Flood Risk Snap-Shot is attached as Figure 5 of this report.

C. Stream Channels/Stream Buffers

Based on review of the USGS topographic quadrangle as well as site observations, no "buffered" stream channels are located on the site property and/or immediately adjacent to the site property. A Site Location Map depicted on a United States Geological Survey (USGS) topographic map is attached as Figure 1.

According to the Fulton County Website (*www.fultoncountyga.gov/fcpcsd-home*), no "blue-line" stream channels are mapped as being located within the envelope of the site and/or immediately adjacent to the site property.

D. Slopes exceeding 33 percent over a 10-foot rise in elevation

Based on review of the 7.5 Minute series USGS topographic quadrangle map and review of the provided Preliminary Plat, Construction Plan (Sheet C2, dated January 27, 2016) as well as site observations, the greatest slope exists near the topographic highpoint in the south-southwestern portion of the site property at ±1,050 feet above mean sea level (amsl). A desktop evaluation of the slope was performed, which indicates a ±10-foot decrease in elevation over a ±33.33-foot distance, and results in a ±30.00 percent change in elevation. It should be noted that Contour was not provided with a current ALTA Survey of the property for this evaluation. Attachment B presents the Preliminary Plat.

E. Vegetation (including endangered species)

The property contained a variety of tree species (including: water oak, magnolia, white oak, sweetgum, red oak, and various pine species). The understory contains saplings of each previously mentioned tree species as well as several shrub and woody vine species (including: privet, blackberry, greenbrier, Virginia creeper, muscadine, kudzu, and poison Ivy).

According to the United States Fish and Wildlife (USFWS) IPaC Official Species List, no endangered plant species are known to occur within the project area.

A copy of the USFWS Endangered Species IPAC Report is attached as Appendix C.

F. Wildlife Species (including fish and endangered species)

According to USFWS IPaC Official Species List, no endangered flora/fauna species are known to occur within the project area. Therefore, impacts to threatened and/or endangered species are not expected to occur, pre and/or post construction of this site.

A copy of the USFWS Endangered Species IPAC Report is attached as Appendix C of this report.

G. Archeological/Historical Sites

According to the Fulton County Historic Resources Survey, no archeological and/or historical sites are located on the site property. The Fulton County Historic Resources Survey Map is attached as Figure 6.

According to Georgia's Natural, Archaeological, and Historic Resources (GNAHRGIS), provided by Historic Preservation Division of the Georgia Department of Natural Resources (GADNR), no previously recorded archeological/historical sites were identified within the proposed project tract. However, twenty-two [22] archeological/historical sites were identified within a one-kilometer radius of the site property. The sites were identified as buildings 31657, 31658, 31659, 13660, 33127, 33128, 33129, 33130, 33131, 33133, 33134, 33135, 33136, 33137, 33138, 33139, 33140, 33141, 33142, 33143, 33147, and 33418. The majority of the historical buildings identified in the search consist of single-family residential dwellings. However, a Church, former manufacturing facility, school, and a health care clinic were also noted. The buildings were constructed between 1884 and 1949. The closest archeological/historical site consists of *"Building 33134"*, which is located approximately 900 feet west-northwest of the site project.

None of the archeological sites are located within the envelope of the site and/or immediately adjacent to the site property; therefore, none of these recorded sites will be affected by the proposed site construction. The GNAHRGIS Map is attached as Figure 7 of this report.

PROJECT IMPLEMENTATION MEASURES

A. Protection of environmentally sensitive areas

The proposed development is not expected to impact on-site environmentally sensitive areas. Furthermore, the proposed development is not expected to impact any known floodplains, regulated wetlands, "buffered" stream channels, and/or open water ponds/impoundments.

B. Protection of water quality

The proposed development is not expected to negatively impact water quality.

C. Minimization of negative impacts on existing infrastructure

The proposed development is not expected to negatively impact any existing infrastructure.

D. Minimization of archeological/historically significant areas

Archeological/historically significant areas are not located on the site property or immediately adjacent to the site property. Therefore, the proposed development is not expected to negatively impact any archeological/historically significant areas.

E. Minimization of negative impacts on environmentally stressed communities

Environmentally stressed communities are not located within the envelope of the site and/or adjacent to the site property. Therefore, the proposed development is not expected to impact environmentally stressed communities.

F. Creation and preservation of green space and open space

The proposed development is expected to incorporate and maintain/protect a green space/open space area in the central portion of the site property and bordering neighboring properties in accordance with the conceptual site plans.

G. Protection of citizens from the negative impacts of noise and lighting

The proposed development is not expected to negatively impact citizens through noise and lighting.

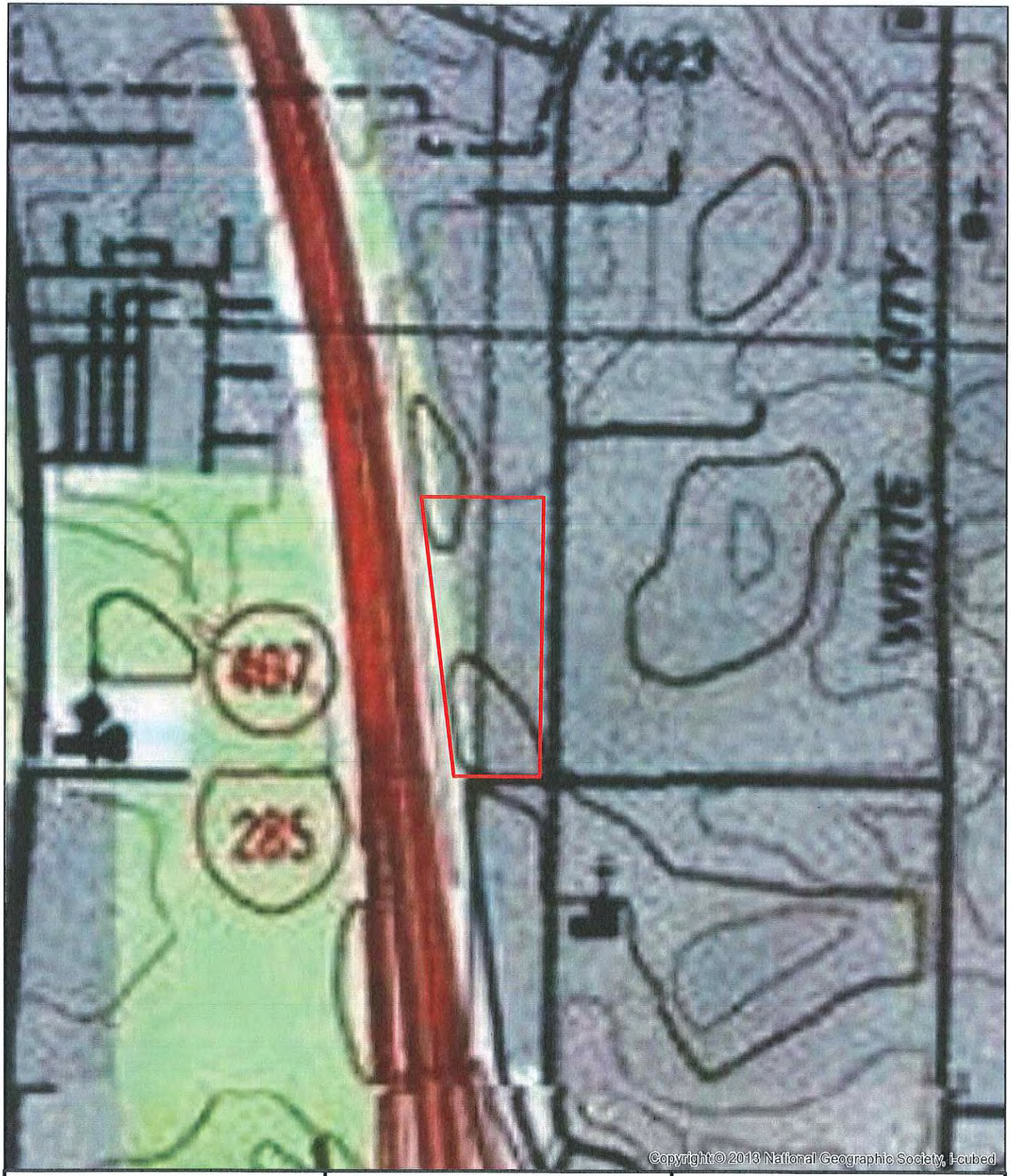
H. Protection of parks and recreational green space

Parks and recreational and/or public green spaces are not located within the envelope of the site property or immediately adjacent to the site property. Therefore, the proposed development is not expected to negatively impact any parks and/or public recreational green space.

I. Minimization of impacts to wildlife habitats

The proposed development is expected to minimize impacts to wildlife and maintain/protect a green space/open space in the central portion of the site property and bordering neighboring properties in accordance with the conceptual site plans. Furthermore, the development is expected to only include upland areas necessary for the proposed development and associated infrastructure while still allowing for greenspace.

Figure 1: Site Location Map



Produced By:

CONTOUR ENGINEERING
A Universal Engineering Sciences Company

FIGURE 1: SITE LOCATION MAP
7.5 MIN USGS TOPOGRAPHIC QUAD

Yates Road Site +/- 4.52 acres
City of South Fulton, Fulton County, GA

CE21CON:02
February 17, 2021

LEGEND

Property Boundary

N

330

Feet

Figure 2: Aerial Tax Map



Produced By:

CONTOUR ENGINEERING

A Universal Engineering Sciences Company

FIGURE 2: AERIAL TAX MAP

Yates Road Site +/- 4.52 acres
City of South Fulton, Fulton County, GA

CE21CON:02
February 17, 2021

LEGEND

Property Boundary

N

240

Feet

Figure 3: NWI Map

U.S. Fish and Wildlife Service

National Wetlands Inventory

Figure 3: NWI MAP



February 17, 2021

Wetlands

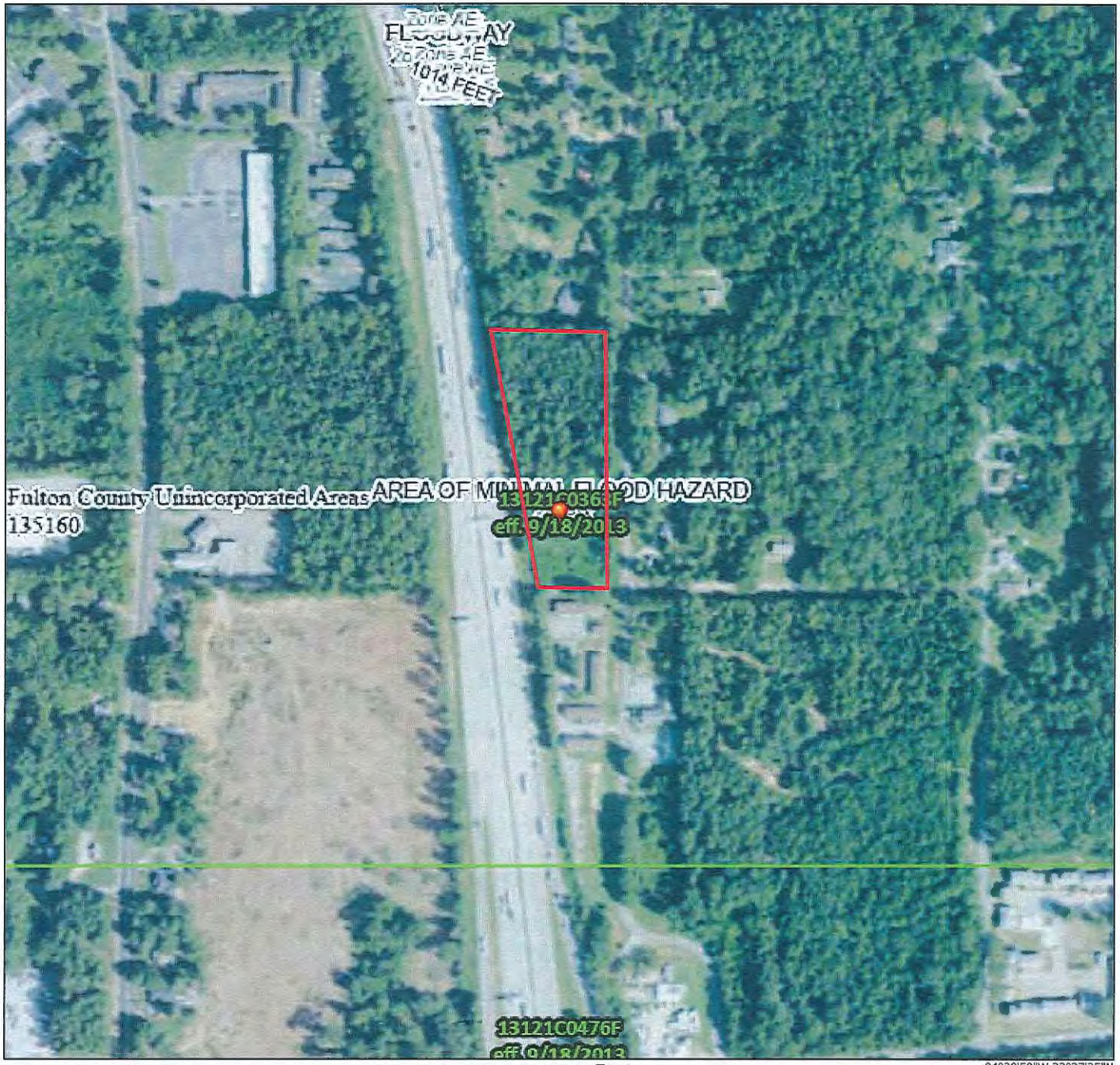
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US 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.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Figure 4: FEMA FIRM Map

Figure 4: Firm Map



FEMA

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

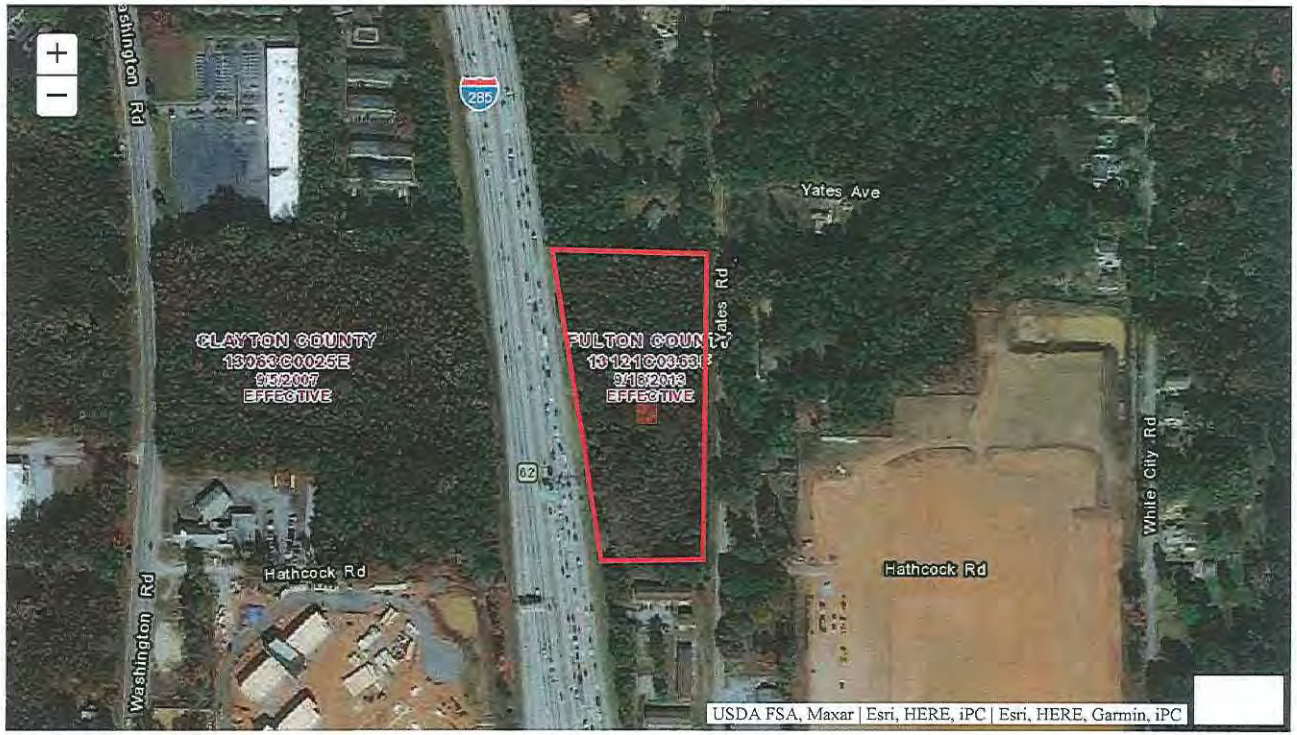
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/17/2021 at 8:48 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Figure 5: Georgia Flood Map Flood Risk Snap Shot

Figure 5: Georgia Flood Map Flood Risk Snapshot



GEORGIA FLOOD MAP PROGRAM

Low Risk

Current Flood Zone:	X	
*Probability of Flooding: (30-Year Period)	Not Available	Not Available
Base Flood Elevation:	Not Available	
Lowest Adj Grade:	Not Available	Not Available
Preliminary Flood Zone:	Not Available	
Flood Zone Change Type:	Not Available	Not Available

Location Information

Panel:	13121C0363F
Watershed:	Middle Chattahoochee-Lake Harding
County:	FULTON
Community ID:	13121C
Map Status:	PRELIMINARY

* Flood Depths shown on this report are derived from FEMA RiskMAP products and are rounded to the nearest tenth of a foot. These depths are calculated from HEC-RAS modeling and represent the best available data. Only areas within a RiskMAP studied watershed will have this data available. Please check back if your area is not currently available. For more information, please visit the FEMA Map Service Center at https://msc.fema.gov/portal/resources/faq

Nature Doesn't Read Flood Maps

Many people don't understand just how risky the floodplain can be. There is a greater than 26% chance that a non-elevated home in the SFHA will be flooded during a 30-year mortgage period.

The chance that a major fire will occur during the same period is less than 10%!

FOR MORE INFORMATION VISIT, PLEASE VISIT: FloodSmart.gov

Legend with Flood Zone Designations

- Flood Control Structures
- Base Flood Elevations
- Cross Sections
- Coastal Transects
- FIRM Panel Index
- 1% Flood - Floodway (High Risk)
- 1% Flood - Zone AE (High Risk)
- 1% Flood - Zone A, AH, or AO (HighRisk)
- 0.2% Flood - X-Shaded (Moderate Risk)
- Area of Undertermined Flood Hazard
- 1% Flood - Zone VE (HighRisk)
- Area Not Included
- Letters of Map Revision
- Coastal Barrier Resource Area
- Limit of Moderate Wave Action
- Floodway Decrease
- Floodway Increase
- 100-Year Flood Zone Decrease
- 100-Year Flood Zone Increase
- Zone Change

Disclaimer: This data is not to be used to determine any base flood elevations or flood zone designations for NFIP (National Flood Insurance Program) purposes. For NFIP flood insurance and regulation purposes, please refer to the published effective FIRM (Flood Rate Insurance Map) for your area of concern. Values displayed for Current Flood Zone, Preliminary Flood Zone, Flood Zone Change Type, and Probability of Flooding over a 30-year period based on center of dot location, not extent of structure(s).

Figure 6: Fulton County Historic Resources Survey Map

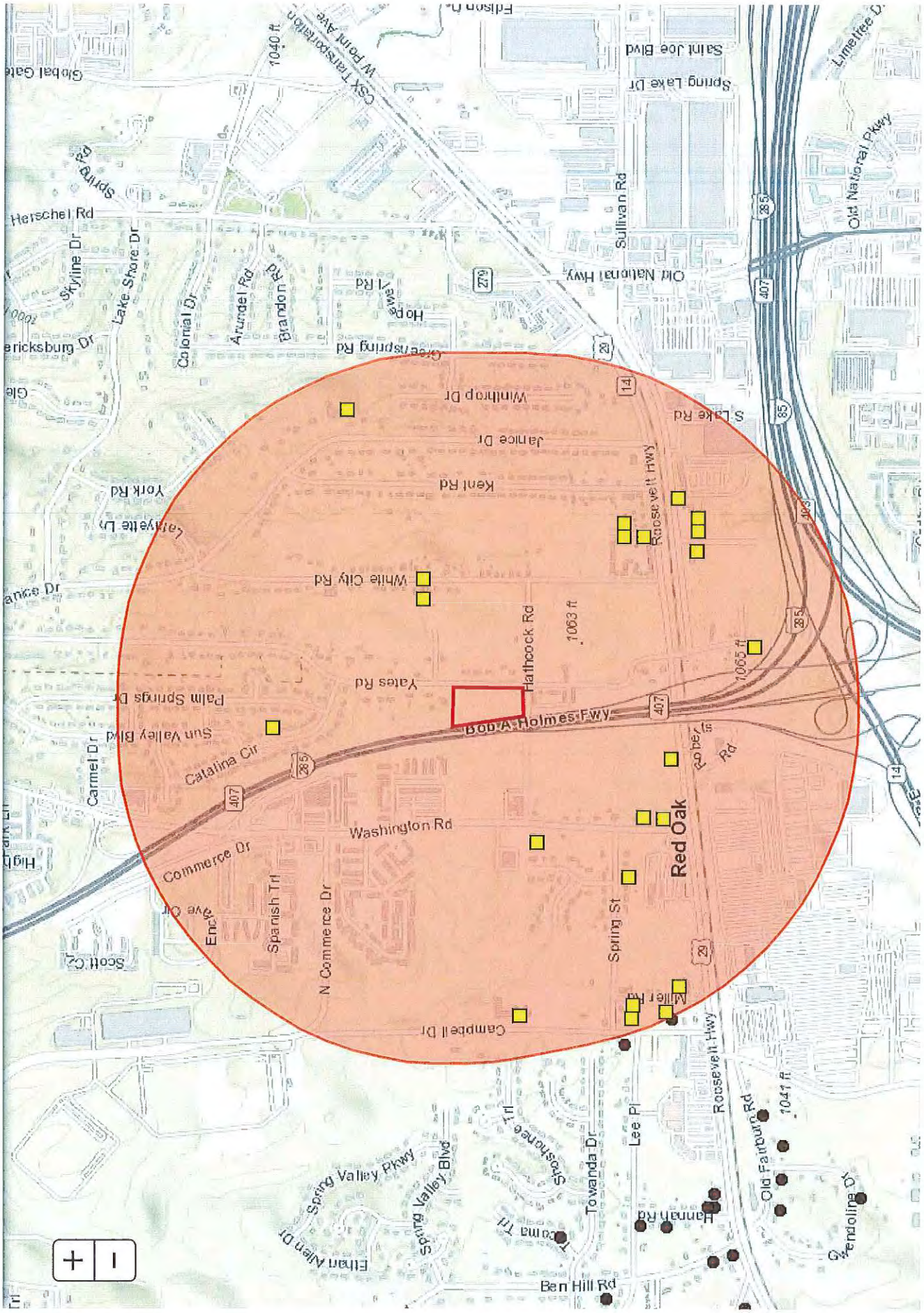
Figure 6: Fulton County Historic Resources Survey Map



Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Figure 7: GNAHRGIS Map

Figure 7: GNAHRGIS Map



Appendix A

Site Photographs



PHOTOGRAPH 1
Northern portion of the site, facing south.



PHOTOGRAPH 2
Southern portion of the site, facing north.



PHOTOGRAPH 3
Western portion of the site, facing east.



PHOTOGRAPH 4
Eastern portion of the site, facing south.

CONTOUR ENGINEERING | A Universal Engineering Sciences Company



PHOTOGRAPH 5
Undeveloped wooded land and a residential structure, adjoining north.



PHOTOGRAPH 6
Residential development, adjoining south.



PHOTOGRAPH 7
I-285, adjoining west.

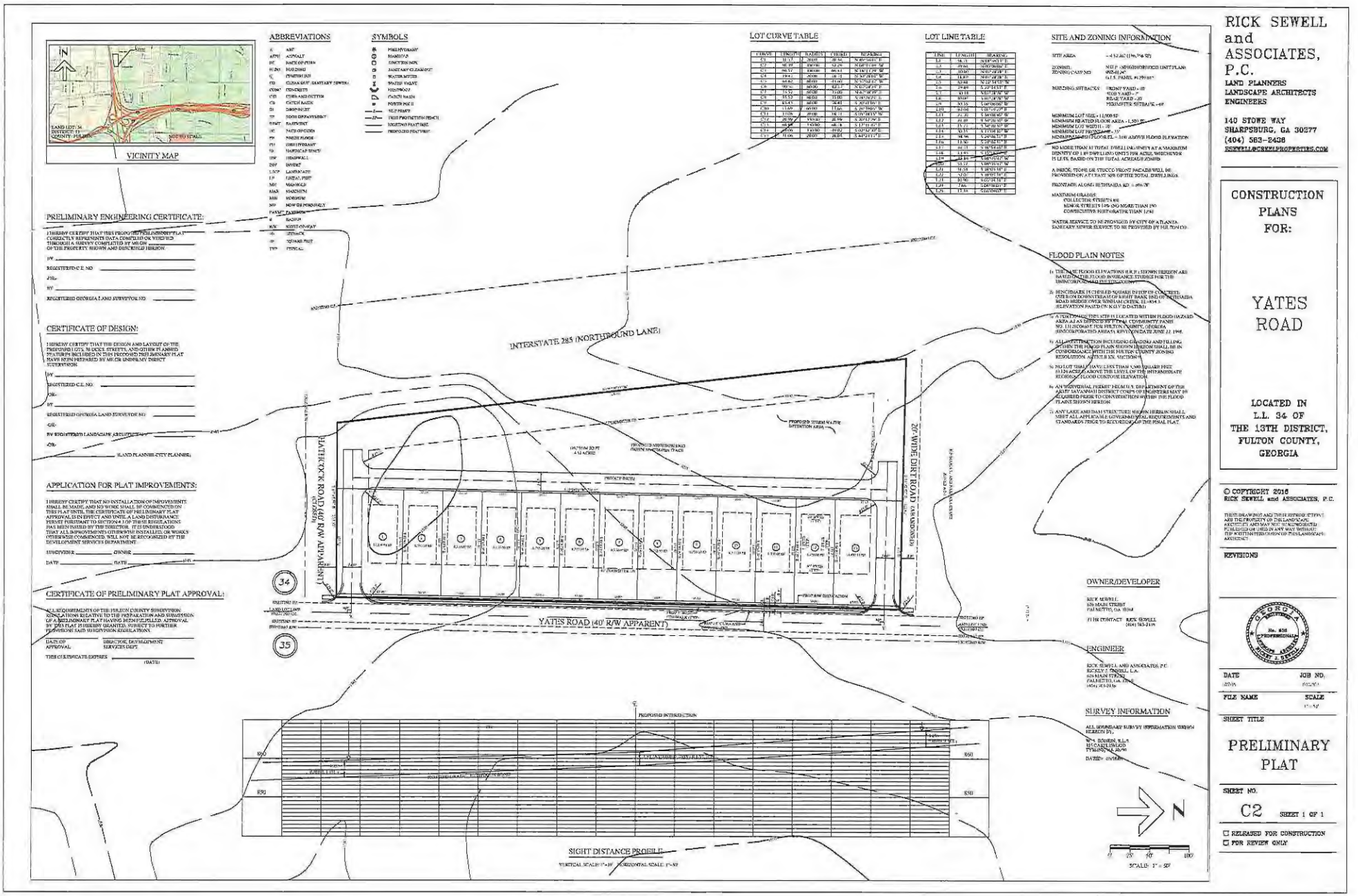


PHOTOGRAPH 8
Yates Road followed by several residential structures and a commercial warehouse, adjoining east.

CONTOUR ENGINEERING | A Universal Engineering Sciences Company

Appendix B

Preliminary Plat, Construction Plan C2


VICINITY MAP
ABBREVIATIONS
SYMBOLS
LOT CURVE TABLE
LOT LINE TABLE
SITE AND ZONING INFORMATION
PRELIMINARY ENGINEERING CERTIFICATE:
CERTIFICATE OF DESIGN:
APPLICATION FOR PLAT IMPROVEMENTS:
CERTIFICATE OF PRELIMINARY PLAT APPROVAL:
FLOOD PLAIN NOTES
OWNER/DEVELOPER
ENGINEER
SURVEY INFORMATION
INTERSTATE 285 (NORTHBOUND LANE)
YATES ROAD (40' R/W APPARENT)
20' WIDE DIRT ROAD (ABANDONED)
PROPOSED STORM WATER DETENTION AREA
PROPOSED INTERSECTION
SIGHT DISTANCE PROFILE
SCALE: 1" = 50'
RICK SEWELL and ASSOCIATES, P.C.
LAND PLANNERS
LANDSCAPE ARCHITECTS
ENGINEERS
140 STONE WAY
SHARPSBURG, GA 30277
(404) 583-2438
RSEWELL@SEWELLPROPERTIES.COM
CONSTRUCTION PLANS FOR:
YATES ROAD
LOCATED IN L.L. 34 OF THE 13TH DISTRICT, FULTON COUNTY, GEORGIA
© COPYRIGHT 2016
RICK SEWELL and ASSOCIATES, P.C.
REVISIONS
DATE
JOB NO.
FILE NAME
SCALE
SHEET TITLE
PRELIMINARY PLAT
SHEET NO.
C2
SHEET 1 OF 1
RELEASED FOR CONSTRUCTION
FOR REVIEW ONLY

Appendix C

USFWS Endangered Species IPAC Report

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Georgia Ecological Services Field Office
355 East Hancock Avenue
Room 320
Athens, GA 30601
Phone: (706) 613-9493 Fax: (706) 613-6059

In Reply Refer To:
Consultation Code: 04EG1000-2021-SLI-1168
Event Code: 04EG1000-2021-E-02240
Project Name: Yates Road Site

February 15, 2021

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

Thank you for your recent request for information on federally listed species and important wildlife habitats that may occur in your project area. The U.S. Fish and Wildlife Service (Service) has responsibility for certain species of wildlife under the Endangered Species Act (ESA) of 1973 as amended (16 USC 1531 et seq.), the Migratory Bird Treaty Act (MBTA) as amended (16 USC 701-715), and the Bald and Golden Eagle Protection Act (BGEPA) as amended (16 USC 668-668c). We are providing the following guidauce to assist you in determining which federally iuperiled species may or may not occur within your project area and to recomuend some conservation measures that can be included in your project design if you determine those species or desiguated critical habitat uay be affected by your proposed project.

FEDERALLY-LISTED SPECIES AND DESIGNATED CRITICAL HABITAT

Attached is a list of endangered, threatened, and proposed species that may occur in your project area. Your project area may not necessarily include all or any of these species. Uuder the ESA, it is the respousibility of the Federal action agency or its designated representative to determine if a proposed action "may affect" endangered, threatened, or proposed species, or designated critical habitat, and if so, to consult with the Service further. Similarly, it is the responsibility of the Federal action agency or project proponent, not the Service, to make "no effect" determinations. If you determine that your proposed action will have "no effect" on threatened or endangered species or their respective critical habitat, you do not ueed to seek concurrence with the Service. Nevertheless, it is a violation of Federal law to harm or harass any federally-listed threatened or endangered fish or wildlife species without the appropriate permit.

If you determine that your proposed action may affect federally listed species, please consult with the Service. Through the consultation process, we will analyze information contained in a biological assessment or equivalent document that you provide. If your proposed action is associated with Federal funding or permitting, consnltation will occur with the Federal agency under section 7(a)(2) of the ESA. Otherwise, an incidental take permit pursnant to section 10(a)(1)(B) of the ESA (also known as a Habitat Conservation Plan) may be necessary to exempt harm or harass federally listed threatened or endangered fish or wildlife species. For more information regarding formal consultation and HCPs, please see the Service's Consultation Handbook and Habitat Conservation Plans at www.fws.gov/endangered/esa-library/index.html#consultations.

Action Area. The scope of federally listed species compliance not only includes direct effects, but also any indirect effects of project activities (e.g., equipment staging areas, offsite borrow material areas, or utility relocations). The action area is the spatial extent of an action's direct and indirect modifications to the land, water, or air (50 CFR 402.02). Large projects may have effects to land, water, or air outside the immediate footprint of the project, and these areas should be included as part of the action area. Effects to land, water, or air outside of a project footprint could include things like lighting, dust, smoke, and noise. To obtain a complete list of species, the action area should be uploaded or drawn in IPaC rather than just the project footprint.

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

If you determine that your action may affect any federally listed species and would like technical assistance from our office please provide the following information (reference to these items can be found in 50 CFR§402.13 and 402.14):

A description of the proposed action, including any measures intended to avoid, minimize, or offset effects of the action. Consistent with the nature and scope of the proposed action, the description shall provide sufficient detail to assess the effects of the action on listed species and critical habitat, including:

1. The purpose of the action;
2. The duration and timing of the action;
3. The location of the action;
4. The specific components of the action and how they will be carried out;
5. Description of areas to be affected directly or indirectly by the action;

6. Information on the presence of listed species in the action area;

7. Description of effects of the action on species in the action area;

8. Maps, drawings, blueprints, or similar schematics of the action; and

9. Any other available information related to the nature and scope of the proposed action relevant to its effects on listed species or designated critical habitat (examples include: stormwater plans, management plans, erosion and sediment plans).

Please submit all consultation documents via email to gaes_assistance@fws.gov or by using IPaC, uploaded documents, and sharing the project with a specific Georgia Ecological Services staff member. If the project is on-going, documents can also be sent to the Georgia ES staff member currently working with you on your project. For Georgia Department of Transportation-related projects, please work with the Office of Environmental Services ecologist to determine the appropriate USFWS transportation liaison.

WETLANDS AND FLOODPLAINS

Under Executive Orders 11988 and 11990, Federal agencies are required to minimize the destruction, loss, or degradation of wetlands and floodplains, and preserve and enhance their natural and beneficial values. These habitats should be conserved through avoidance, or mitigated to ensure that there would be no net loss of wetlands function and value.

We encourage you to use the National Wetland Inventory (NWI) maps in conjunction with ground-truthing to identify wetlands occurring in your project area. The Service's NWI program website, www.fws.gov/wetlands/Data/Mapper.html integrates digital map data with other resource information. We also recommend you contact the U.S. Army Corps of Engineers for permitting requirements under section 404 of the Clean Water Act if your proposed action could impact floodplains or wetlands.

MIGRATORY BIRDS

The MBTA prohibits the taking of migratory birds, nests, and eggs, except as permitted by the Service's Migratory Bird Office. To minimize the likelihood of adverse impacts to migratory birds, we recommend construction activities occur outside the general bird nesting season from March through August, or that areas proposed for construction during the nesting season be surveyed, and when occupied, avoided until the young have fledged.

We recommend review of Birds of Conservation Concern at website www.fws.gov/migratorybirds/CurrentBirdIssues/Management/BCC.html to fully evaluate the effects to the birds at your site. This list identifies birds that are potentially threatened by disturbance and construction.

Information related to wind energy development and migratory birds can be found at this location: https://www.fws.gov/birds/management/project-assessment-tools-and-guidance/guidance-documents/wind-energy.php.

BALD AND GOLDEN EAGLES

The bald eagle (*Haliaeetus leucocephalus*) was delisted under the ESA on August 9, 2007. Both the bald eagle and golden eagle (*Aquila chrysaetos*) are still protected under the MBTA and BGEPA. The BGEPA affords both eagles protection in addition to that provided by the MBTA, in particular, by making it unlawful to "disturb" eagles. Under the BGEPA, the Service may issue limited permits to incidentally "take" eagles (e.g., injury, interfering with normal breeding, feeding, or sheltering behavior nest abandonment). For information on bald and golden eagle management guidelines, we recommend you review information provided at https://www.fws.gov/birds/management/managed-species/bald-and-golden-eagle-information.php and https://www.fws.gov/birds/management/managed-species/eagle-management.php. Additionally the following site will help you determine if your activity is likely to take or disturb bald eagles in the southeast (https://www.fws.gov/southeast/our-services/eagle-technical-assistance).

NATIVE BAT COMMENTS

If your species list includes Indiana bat or northern long-eared bat and the project is expected to impact forested habitat that is appropriate for maternity colonies of these species, forest clearing during the winter. Federally listed bats could be actively present in forested landscapes from April 1 to October 15 of any year and have non-volant pups from May 15 to July 31 in any year. Non-volant pups are incapable of flight and are vulnerable to disturbance during that time. Additional information on bat avoidance and minimization can be found at the following link: https://www.fws.gov/athens/transportation/pdfs/Bat_AMMs.pdf.

Additional information that addresses at-risk or high priority natural resources can be found in the State Wildlife Action Plan (https://georgiawildlife.com/WildlifeActionPlan), at Georgia Department of Natural Resources, Wildlife Resources Division Rare Species and Natural Community Portal (https://georgiawildlife.com/conservation/species-of-concern), Georgia's Natural, Archaeological, and Historic Resources GIS portal (https://www.gnahrgis.org/gnahrgis/index.do), and Georgia Ecological Services Watershed Guidance portal (https://www.fws.gov/athens/transportation/coordination.html).

Thank you for your concern for endangered and threatened species. We appreciate your efforts to identify and avoid impacts to listed and sensitive species in your project area. For further consultation on your proposed activity, please email gaes_assistance@fws.gov and reference your Service Consultation Tracking Number (Consultation Code).

This letter constitutes Georgia Ecological Services' general comments under the authority of the Endangered Species Act.

Attachment(s):

- Official Species List
- Migratory Birds

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Georgia Ecological Services Field Office
355 East Hancock Avenue
Room 320
Athens, GA 30601
(706) 613-9493

Project Summary

Consultation Code: 04EG1000-2021-SLI-1168
Event Code: 04EG1000-2021-E-02240
Project Name: Yates Road Site
Project Type: DEVELOPMENT
Project Description: This project consist of developing the site property to the west of Yates Road in the City of Sonth Fulton, Fulton county, Georgia. The site property consists of one [1] parcel of land totaling 4.52 acres. The property will be cleared and mass graded in association with the planned development. Timing of the project construction is unknown as of the date of this request.

Project Location:

Approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@33.6282884,-84.48811415,14z



Counties: Fulton County, Georgia

Endangered Species Act Species

There is a total of 0 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

---

1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

Migratory Birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

---

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter yonr location, desired date range and a species on your list). For projects that occnr off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on yonr list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31
Red-headed Woodpecker *Melanerpes erythrocephalus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10

Probability Of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (▪)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if iu week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

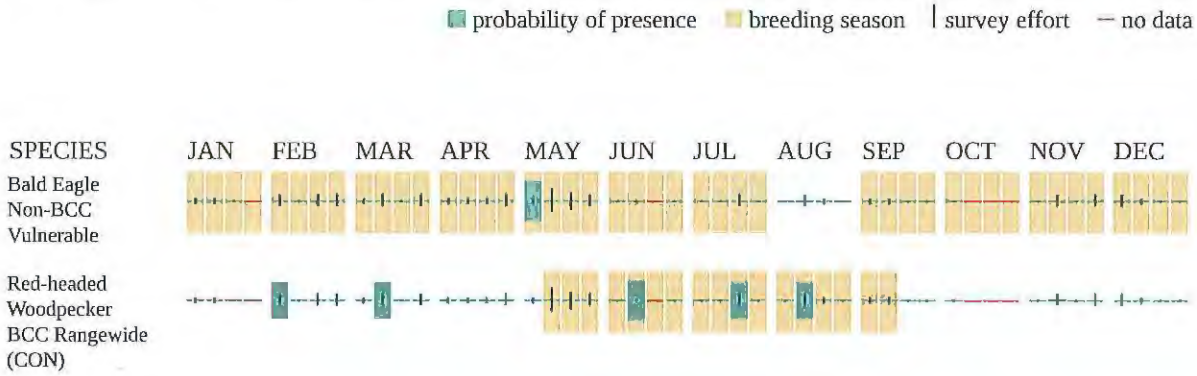
Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Additional information can be found using the following links:

- Birds of Conservation Concern http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Measures for avoiding and minimizing impacts to birds http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Nationwide conservation measures for birds http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf

Migratory Birds FAQ

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occnrring in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act reqnirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the AKN Phenology Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?
The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets .

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?
To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The Cornell Lab of Ornithology All About Birds Bird Guide, or (if you are unsuccessful in locating the bird of interest there), the Cornell Lab of Ornithology Neotropical Birds guide. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?
Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects
For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occnrrence and habitat use throughout the year, including migration. Models relying ou survey data may not include this iuformation. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?
If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report
The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty abont presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservatiou measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

ITEM # 9

Item # 9: Impact Analysis

Included in Item # 6

IMPACT ANALYSIS
FORM B

Applicant: Bolster Real Estate Partners, 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? See enclosed Letter of Intent/Impact Analysis

2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property? See enclosed Letter of Intent/Impact Analysis

3. Does the property to be rezoned have a reasonable economic use as currently zoned? See enclosed Letter of Intent/Impact Analysis

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? See enclosed Letter of Intent/Impact Analysis

5. Is the zoning proposal in conformity with the policies and intent of the land use plan? See enclosed Letter of Intent/Impact Analysis

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? See enclosed Letter of Intent/Impact Analysis

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? See enclosed Letter of Intent/Impact Analysis

Attach additional sheets as needed.

ITEM # 10

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) Donald Washington

Signature: _____ Date: 3-22-21

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) David P. Conversano

Signature: David P Conversano Date: 2-22-2021

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: RICK SEWELL
DAVID CONVERSANO

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at $250.00 or more
	-0-		

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) RICK SEWELL

Signature: _____ Date: 2-22-21

12 of 20

ITEM # 11

PUBLIC PARTICIPATION PLAN
FORM D

Applicant: Bolster Real Estate Partners, 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 enclosed list of property owners within 1/2 mile. In addition, notification to constituents of District 3 will be included within the monthly newsletter sent by council member Helen Willis in April.

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.)

For the enclosed list of property owners within 1/2 mile, notification of and invitation to attend one or more of three applicant-sponsored events was mailed on March 20, 2021. A copy of this mailer with details is enclosed. In addition, notification to constituents of District 3 will be included within the monthly newsletter sent by council member Helen Willis.

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.)

For the two virtual meetings, individuals will be able to type questions into the Zoom chat feature which will be answered during the Q&A portion of the meeting For the in-person meetings, individuals will be able to ask questions and provide input directly. Also, applicant has provided an e-mail address for question submittal.

Attach additional sheets as needed.

Re: The Kourtney at Yates Road | South Fulton, Georgia 30344 Parcel # 130034 LL0897 (Located at the corner of Hathcock and Yates Road)

Dear Neighbor:

Bolster Real Estate Partners, LLC proposes to develop the "Subject Property", located at the corner of Hathcock and Yates Road, into The Kourtney at Yates Road, a 55+ active adult townhome rental community with neighborhood retail and amenity space. To build The Kourtney at Yates Road, the Subject Property must be rezoned.

Prior to submitting the rezoning application to the City of South Fulton, we will host a series of virtual and in-person meetings to share details of the project and solicit questions and comments from neighbors. In an effort to maximize our efforts of working with each of you, we will host three meetings for open discussion. If you have questions that you would like answered prior to any of the referenced meetings, you may e-mail them to **brealestatepartners@gmail.com**. We will strive to answer those questions in a timely manner.

We look forward to these meetings and hope that you will attend.

Thank you,

Bolster Real Estate Partners
BolsterREP.com

Meeting Schedule:

March 30, 2021 | 7pm-8pm

Virtual Meeting: https://zoom.us/join
Meeting ID: 861 8517 5125
Passcode: 218377
Note: During this meeting, submit questions in the comment area at the bottom of the screen.

April 8, 2021 | 7pm-8pm

Virtual Meeting: https://zoom.us/join
Meeting ID: 869 5621 4883
Passcode: 505852
Note: During this meeting, submit questions in the comment area at the bottom of the screen.

April 14, 2021 | 30-Minute Sessions Between 1pm-7pm

In-Person Meeting: 3435 Roosevelt Hwy, Suite 11 Atlanta, GA 30349
Register for a 30-minute time slot via the link: https://www.signupgenius.com/go/70A0F4CA8AE2FA7F94-thekourtney
Note: Each session will accommodate no more than 10 guests; face masks will be required.

Bolster

REAL ESTATE PARTNERS



The Kourtney at Yates Road | Stacked Townhome 3D Projection

Conceptual and Subject to Change

ITEM # 12

Item # 12: Public Participation Report

Per the Application Instructions and Zoning Ordinance Sec. 803.10(d), this Report is not due at the time of application filing, but after such filing and before the required public hearings in accordance with published schedules. Applicant will provide this Report in due course.

ITEM # 13

				Adjacent Property Owner List (.5 miles)					
ParcelID	TaxYear	Address	Owner	OwnerAddr1	OwnerAddr2	TaxDist	LUCode	Class Code	LandAcres
13 003500020463	2019	4475 KENT RD	GILMORE ELIZABETH	4475 KENT RD	COLLEGE PARK GA 30337	55	101	R3	1.2066
13 003500020042	2019	4530 WHITE CITY RD	GRIER CHARLES L	5417 ATTUCKS BLVD	MORROW GA 30260	55	101	R3	1.0049
13 0062 LL0322	2019	0 SULLIVAN RD	SULLIVAN ASSEMBLAGE LLC	2870 PEACHTREE RD STE 721	ATLANTA GA 30305	15	400	I3	2
13 0063 LL0594	2019	4820 WASHINGTON RD	BURDETT WILLIE C & MOSELLA E	4114 GLENDA DR	COLLEGE PARK GA 30337	55	101	R3	0.3673
13 0063 LL0511	2019	3220 SPRING ST	JOHNSON WILLIAM W	3220 SPRING ST	COLLEGE PARK GA 30349	55	101	R3	0.5051
13 0034 LL1101	2019	4540 WASHINGTON RD SW	CVA HOLDINGS INC	318 FOURTH ST NE # 4	ATLANTA GA 30309	20Y	336	C3	0.305
13 003500010183	2019	4599 WHITE CITY RD	ELDER MARVIN H	108 WISTERIA WAY	STOCKBRIDGE GA 30281	55	101	R3	0.4878
13 003400020290	2019	3171 SPRING ST	HARDNETTE ROOSEVELT	3171 SPRING ST	COLLEGE PARK GA 30349	55	101	R3	1
13 003500030330	2019	4630 KENT RD	DODD GWENDOLYN	4630 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.4408
13 003400020217	2019	4730 SILVERDALE RD	DARVILLE KATHYRN M	4730 SILVERDALE RD	COLLEGE PARK GA 30349	55	101	R3	0.4132
13 003500050056	2019	4690 WHITE CITY RD	STANLEY GEORGE & MARY J	4690 WHITE CITY RD	COLLEGE PARK GA 30337	55	101	R3	0.3444
13 003000040482	2019	4425 YATES RD	GRIFFIN MARCOS	644 SUPERIOR WAY	FAIRBURN GA 30213	15	101	R3	0.7805
13 0034 LL0970	2019	4515 WASHINGTON RD	DOLLY PROPERTIES LLC	130 BRENNAN DR	TYRONE GA 30290	20	373	C3	0.7031
13 003500010241	2019	4537 WHITE CITY RD	BARNWELL J C	4390 YATES RD	COLLEGE PARK GA 30337	55	101	R3	0.4878
13 003500060410	2019	4670 KENT RD	TUCKER GARFIELD & ROSE	4670 KENT RD	COLLEGE PARK GA 30337	55	101	R3	1.0305
13 003100020293	2019	3009 PALM SPRINGS CT	JIMERSON SAMUEL H	3009 PALM SPRINGS CT	EAST POINT GA 30344	20	101	R3	0.5384
13 003400020084	2019	3230 LINDEN GARDEN	GAY ANITA J	552 WELCHVILLE CT	HAMPTON GA 30228-3444	55	101	R3	0.4773
13 0034 LL0814	2019	4550 WASHINGTON RD	CSJ RE HOLDINGS LLC	PO BOX 1504	KENNESAW GA 30156	55	2C1	C4	2.78
13 003500030181	2019	4655 JANICE DR	DANIEL JANIE R	4655 JANICE DR	COLLEGE PARK GA 30337	55	101	R3	0.4729
13 003500050130	2019	4765 KENT RD	ABDUL AZIZ KHALIL	4765 KENT RD	ATLANTA GA 30337	55	101	R3	0.9114
13 003400020118	2019	3255 LINDEN GARDEN	CHANDLER ANTOINETTE M	3255 LINDEN GARDEN	COLLEGE PARK GA 30349	55	101	R3	0.5762
13 003100020541	2019	4451 CATALINA CIR	HOOD TOMMY W & JO ANN	4451 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.45
13 003000040557	2019	4479 WHITE CITY RD	JORDAN ARIANA	4479 WHITE CITY RD	ATLANTA GA 30337	15	101	R3	0.5722
13 003400020449	2019	4721 WASHINGTON RD	TERRY KATHY M	8451 CEDAR GRV	FAIRBURN GA 30213	55	101	R3	0.4913
13 006200010049	2019	4928 ROCK HILL RD	MJ KING INVESTMENTS LLC	1280 W WESLEY RD NW	ATLANTA GA 30327	55	101	R3	0.2381
13 0062 LL0108	2019	4775 SPRING ST	ADDISON HASID V LLC	315 W PONCE DE LEON AVE SUITE 344	DECATUR GA 30030	55	101	R3	0.4591
13 003500060154	2019	4675 JANICE DR	CLARK REGINALD A	4675 JANICE DR	ATLANTA GA 30337	55	101	R3	0.4752
13 003500030744	2019	4544 KENT RD	CARTER YEVETTE M	4544 KENT RD	ATLANTA GA 30337	55	101	R3	0.4591
13 003000040300	2019	2978 PALM SPRINGS CT	BURNEY CYNTHIA H	2978 PALM SPRINGS CT	EAST POINT GA 30344	20	101	R3	0.5607
13 003100020897	2019	4496 CATALINA CIR	WALLER THEA A	4496 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.4957
13 003500060741	2019	4765 JANICE DR	DE FONSECA MONCIA SANCHEZ	4765 JANICE DR	ATLANTA GA 30337	55	101	R3	0.48
13 003500060097	2019	4700 JANICE DR	RANDALL MAXINE H	4700 JANICE DR	ATLANTA GA 30337	55	101	R3	0.4385
13 003500050221	2019	4745 KENT RD	ALCARAZ EFREN V	4745 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.9091
13 003400020373	2019	4745 SILVERDALE RD	SIMS IRENE	4745 SILVERDALE RD	COLLEGE PARK GA 30349	55	101	R3	0.3332
13 003500010076	2019	4530 YATES RD	SALEHA REAL ESTATE LLC	5780 OLD NATIONAL HWY	ATLANTA GA 30349	55	101	R4	2.21
13 003500020117	2019	4578 WHITE CITY RD	PINEY GROVE BAPTIST CHURCH	4578 WHITE CITY RD	ATLANTA GA 30337	55	620	E2	0.0918
13 003500030397	2019	4600 KENT RD	ATKINSON ROBERT M	4600 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.4247
13 0031 LL0957	2019	4395 WASHINGTON RD	EAGLES CRESTE HOUSING PARTNERS L	3756 LAVISTA RD SUITE 200	TUCKER GA 30084	20	2H1	C3	0.434
13 003500020422	2019	4565 KENT RD	CHANEY LENTHEUS	4565 KENT RD	COLLEGE PARK GA 30349	55	101	R3	0.9183
13 003400010085	2019	4545 CATALINA CIR	WILLIAMS DEIDRE M	4545 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.511
13 003400010143	2019	4506 CATALINA CIR	TURNER E J	4506 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.4099
13 003100020723	2019	4464 CATALINA CIR	JOHNSON THOMAS H	4464 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.494
13 003000040169	2019	4422 YATES RD	RT & PT INVESTMENTS LLC	11409 WILLOW BRANCH DR	LOUISVILLE KY 40291	15	101	R3	1.6391
13 0063 LL0164	2019	3050 ROOSEVELT HWY	REPUBLIC WASTE INDUSTRIES INC	P O BOX 366	RED OAK GA 30272	55	400	I3	0.9458

13 0031 LL0866	2019	4485 WASHINGTON RD	DOLLY ENTERPRISES INC	130 BRENNAN DR	TYRONE GA 30290	20	348	C3	0.73
13 0062 LL0504	2019	2929 ROOSEVELT HWY	DEVELOPMENT AUTHORITY OF FULTOI	141 PRYOR ST SW SUITE 2052	ATLANTA GA 30303	15	300	C4	6.64
13 003500060386	2019	4740 KENT RD	ROBINSON JOHNNIE B	4740 KENT RD	ATLANTA GA 30337	55	101	R3	0.4201
13 003500030561	2019	4620 JANICE DR	WORTHY BARBARA ANN	4620 JANICE DR	COLLEGE PARK GA 30337	55	101	R3	0.466
13 003500020018	2019	126 WHITE CITY RD	CULBREATH MISSOURI	4520 WHITE CITY RD	COLLEGE PARK GA 30337	55	101	R3	0.6147
13 003500020497	2019	4515 KENT RD	PHILLIPS KENNIE L & LAREECIA A	4515 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.9159
13 003400010218	2019	0 YATES RD	BROWN RENEE CEMETERY	4506 PALM SPRING5 DR	EAST POINT GA 30344-6527	20	100	R3	0.3161
13 003500030298	2019	4620 KENT RD	COKER JOSEPH JR & MARY D	4620 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.4431
13 0034 LL1069	2019	4626 WASHINGTON RD	SPREAD THE WORD CHURCH MINISTRI	6910 CHESWICK DR	RIVERDALE GA 30296	55	620	E2	3.3751
13 003500010217	2019	4571 WHITE CITY RD	SMITH WILLIE E	6880 CAINWOOD DR	COLLEGE PARK GA 30349	55	101	R3	0.2927
13 003400020068	2019	3210 LINDEN GARDEN	DAVIS CORDIA	3210 LINDEN GARDEN DR	ATLANTA GA 30349	55	101	R3	0.4858
13 0063 LL0560	2019	3045 ROOSEVELT HWY	UNITED STATES OF AMERICA	75 SPRING ST 5W FLOOR 16TH	ATLANTA GA 30303	55	699	E1	2.3
13 003500020075	2019	4560 WHITE CITY RD	TINCH EDWARD	2480 NEVELS RD	COLLEGE PARK GA 30349-481:	55	101	R3	1.0049
13 003000040375	2019	4461 YATES RD	ALEXANDER EVELYN B	4461 YATES RD	COLLEGE PARK GA 30337	15	101	R3	0.3283
13 0063 LL0313	2019	0 ROOSEVELT HWY	UNITED STATES OF AMERICA	75 SPRING ST SW FLOOR 16TH	ATLANTA GA 30303	55	699	E1	7.92
13 003400020019	2019	3231 SPRING ST	SHELLING PHYLLIS C	3231 SPRING ST	COLLEGE PARK GA 30349	55	101	R3	1
13 003100020426	2019	4438 SUN VALLEY BLVD	SCOTT KENNETH L & PHYLIS A	4438 SUN VALLEY BLVD	EAST POINT GA 30344	20	101	R3	0.5817
13 0063 LL0065	2019	0 WASHINGTON RD	SOUTHERN NATURAL GAS CO	P.O. BOX 2563	BIRMINGHAM AL 35202	55H	700	U3	
13 003500060220	2019	4770 KENT RD	PACHECO ESTELLA	4770 KENT RD	ATLANTA GA 30337	55	101	R3	0.561
13 0034 LL0921	2019	4755 YATES RD	NUVISION INVESTMENTS LLC	P O BOX 79502	ATLANTA GA 30357	55	2C1	C4	3.654
13 0063 LL0487	2019	3190 SPRING ST	CLEMMONS SALLIE W & CHRISTOPHER	3190 SPRING ST	ATLANTA GA 30349	55	101	R3	0.5051
13 003400020167	2019	3205 LINDEN GARDEN	HUGHES FRANCOISE R	904 C SOUTH WEATHER RED DR	RICHARDSON TX 75880	55	101	R3	0.3385
13 003500040040	2019	0 HATHCOCK DR	DEVELOPMENT AUTHORITY OF FULTOI	P.O. BOX 40509 SUITE 2052	INDIANAPOLIS IN 46038	15	300	C3	1.6
13 003000040524	2019	4449 WHITE CITY RD	HARDMON FLORETTA & HARDMON M	588 DECOUPAGE DR	FAIRBURN GA 30213	15	101	R3	0.5699
13 003100020343	2019	4477 PALM SPRINGS DR	FOSTER WALTER O & CECILIA P	4477 PALM SPRINGS DR	EAST POINT GA 30344	20	101	R3	0.4497
13 003500030215	2019	4670 JANICE DR	JARBOE LATONYA & RASMUSSEN CON	4670 JANICE DR	ATLANTA GA 30337	55	101	R3	0.4454
13 003500010308	2019	4570 YATES RD	DUKE GERALD H	251 ALEX STEPHENS RD	MORELAND GA 30259-2102	55	101	R3	1.6529
13 003500040131	2019	4650 YATES RD	BALLARD LENORA	4650 YATES RD	COLLEGE PARK GA 30337	55	101	R3	0.4128
13 003500060121	2019	0 JANICE DR	DAWSON ANDRE & DAVIDSON FREDER	185 MILLHAVEN LANDING	FAYETTEVILLE GA 30215	55	100	R3	0.4431
13 003500010274	2019	0 WHITE CITY RD	UNITED MISSION CHURCH OF GOD IN (	4390 YATES RD	COLLEGE PARK GA 30337	55	621	E2	0.4878
13 003500020299	2019	0 WHITE CITY RD	SMITH WILLIE E JR & SHINALL C	6880 CAINWOOD DR	COLLEGE PARK GA 30349	55	100	R3	1.0049
13 003500050080	2019	0 WHITE CITY RD	RAINEY LOVETT	4710 WHITE CITY RD	COLLEGE PARK GA 30337	55	100	R5	10.3
13 003000040334	2019	4445 YATES RD	BALLARD LENORA	4650 YATES RD	COLLEGE PARK GA 30337	15	101	R3	0.3329
13 0062 LL0181	2019	4900 KENT RD	FULTON COUNTY VOITURE LOCALE ET	P O BOX 87517	COLLEGE PARK GA 30337-047	55	398	C4	2.1514
13 003500030710	2019	4573 JANICE DR	RNTR 1 LLC	3495 PIEDMONT RD BLDG 11	ATLANTA GA 30305	55	101	R3	0.4591
13 003000030020	2019	0 WHITE CITY RD	MANOR REAL ESTATE HOLDINGS LLC	3460 MOYE TRL	DULUTH GA 30097-6214	15	100	R4	2.0256
13 0062 LL0132	2019	2835 ROOSEVELT HWY	JONES JIMMY J	3768 THE GREAT DR	ATLANTA GA 30349	55	101	R3	0.5901
13 003500020380	2019	4625 KENT RD	RICHARDSON MORRICE & MAGALENE	4625 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.9137
13 003100020780	2019	4480 PALM SPRINGS DR	THOMAS PHILLIP & WHITE MONIQUE L	4480 PALM SPRINGS DR	EAST POINT GA 30344	20	101	R3	0.4821
13 003500060683	2019	4755 JANICE DR	DELFI ROBERTO	4755 JANICE DR	COLLEGE PARK GA 30337	55	101	R3	0.4959
13 003500060063	2019	4750 JANICE DR	NORMAN LORITTA M	4750 JANICE DR	ATLANTA GA 30337	55	101	R3	0.4339
13 003400020407	2019	0 WASHINGTON RD	FLOWERY BRANCH LLC	625 HOLCOMB BRIDGE RD	NORCROSS GA 30071	55	100	R3	0.8765
13 003400010176	2019	4535 YATES RD	ROYAL TYRONDA L	261 HOWELL TER	ATLANTA GA 30331	20	101	R3	0.3802
13 003500050254	2019	4705 KENT RD	WALKER MARY ANN	4705 KENT RD	ATLANTA GA 30337	55	101	R3	0.8907
13 003500050189	2019	4685 KENT RD	WISE FREDA RENEE	4685 KENT RD	ATLANTA GA 30337	55	101	R3	0.8907
13 003000040276	2019	4479 YATES RD	EVANS LAVERN & BONITA	4479 YATES RD	ATLANTA GA 30337-5209	15	101	R3	0.9301
13 003400010119	2019	4521 CATALINA CIR	MC CALL ETHEL	1283 WICKER CT	RIVERDALE GA 30296	20	101	R3	0.4777
13 003500010035	2019	0 YATES RD	GATES ANTHONY & TINA L	4516 YATES RD	COLLEGE PARK GA 30337	55	100	R3	1.5863

13 003400020274	2019	3191 SPRING ST	EDWARDS LIZZIE M	3191 SPRING ST	COLLEGE PARK GA 30349	55	101	R3	0.4155
13 0063 LL0578	2019	0 ROOSEVELT HWY	DEPARTMENT OF TRANSPORTATION	2 CAPITAL SQ SW	ATLANTA GA 30334-1000	55	600	E1	0.4831
13 003100020707	2019	4483 CATALINA CIR	MC CRAY AMIA C	4483 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.3735
13 003500010167	2019	4615 WHITE CITY RD	MC GHEE ROSEMARY ET AL	4615 WHITE CITY RD	ATLANTA GA 30337	55	101	R3	0.4878
13 0063 LL0180	2019	3070 ROOSEVELT HWY	STRATEGIC MATERIALS INC	17220 KATY FWY SUITE 150	HOUSTON TX 77094-2699	55	393	I4	3.708
13 003500020026	2019	0 WHITE CITY RD REAR	DORSEY BARBARA A	4674 WHITE CITY RD	COLLEGE PARK GA 30337	55	100	R3	0.3903
13 0031 LL0916	2019	4498 WASHINGTON RD SW	SAIFAN INVESTMENT LLC	4498 WASHINGTON RD	EAST POINT GA 30344	20Y	256	C4	2.73
13 003500060394	2019	4690 KENT RD	DRUMMER BERNICE S	4690 KENT RD	COLLEGE PARK GA 30337-5316	55	101	R3	0.4086
13 003500020430	2019	4555 KENT RD	SHANKLIN REGINA RENEE	4555 KENT RD	ATLANTA GA 30337	55	101	R3	0.9183
13 003500050031	2019	4678 WHITE CITY RD	RAINEY LOVETT	4710 WHITE CITY RD	COLLEGE PARK GA 30337	55	101	R3	0.3444
13 003000040409	2019	4457 YATES RD	GORDON ANA B	4457 YATES RD	COLLEGE PARK GA 30337	15	101	R3	0.3352
13 0062 LL0264	2019	2844 SULLIVAN RD	SULLIVAN ASSEMBLAGE LLC	1075 PEACHTREE ST NE	ATLANTA GA 30309-3958	15	100	R3	2
13 003500020083	2019	4572 WHITE CITY RD	JAMES JOHN A	1152 WELCH ST SW	COLLEGE PARK GA 30310	55	100	R3	0.4735
13 003400010242	2019	0 YATES RD	CRANE BARBARA & MARIA L	4635 YATES RD	COLLEGE PARK GA 30337-5321	55	100	R3	0.1809
13 0063 LL0495	2019	3200 SPRING ST	DIAMOS ANTHONY	3200 SPRING ST	ATLANTA GA 30349	55	101	R3	0.5051
13 003500010225	2019	0 WHITE CITY RD	BARNWELL JC	4390 YATES RD	COLLEGE PARK GA 30337	55	100	R3	0.4878
13 003100020921	2019	4430 CATALINA CIR	MILLER GINA	4430 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.4207
13 003400020035	2019	3221 SPRING ST	TWIN CRIBS LLC	8343 ROSWELL RD STE 164	SANDY SPRINGS GA 30350	55	101	R3	0.4162
13 0034 LL0954	2019	4590 WASHINGTON RD	DMS VESTA LLC	2233 NOSTRAND AVE FLOOR 3RD	BROOKLYN NY 11210	55	2C1	C4	7.71
13 003100020434	2019	4454 CATALINA CIR	RNTR 3 LLC	3495 PIEDMONT RD SUITE 300	ATLANTA GA 30305	20	101	R3	0.5329
13 003500030132	2019	4605 JANICE DR	BABB ERROL F	4605 JANICE DR	COLLEGE PARK GA 30337	55	101	R3	1.2902
13 0034 LL0178	2019	0 WASHINGTON RD	UNITED STATES OF AMERICA & ITS ASS	299 CONSTITUTION AVE NW ROOM N 4	WASHINGTON DC 20210	55	600	E1	0.3007
13 003000040532	2019	4459 WHITE CITY RD	HALL BOAZMAN PAMELA K	4459 WHITE CITY RD	COLLEGE PARK GA 30337-5218	15	101	R3	0.5675
13 003500010332	2019	4506 YATES RD	OLIVER GEORGE	4506 YATES RD	COLLEGE PARK GA 30337	55	101	R4	2.3
13 003500060311	2019	4720 KENT RD	PARKER ELLA M	4720 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.4201
13 003100020376	2019	4439 PALM SPRINGS DR	WILLIAMS TERRILYN A	4439 PALM SPRINGS DR	EAST POINT GA 30344	20	101	R3	0.3662
13 003000030251	2019	4453 JANICE DR	KOFI KINNEY	4445 GREENTREE TRL	ATLANTA GA 30349-1773	15	101	R3	0.9172
13 0063 LL0438	2019	3050 ROOSEVELT HWY	STRATEGIS MATERIALS INC	16365 PARK TEN PL S #200	HOUSTON TX 77084	55	401	C4	4
13 003500060139	2019	4680 JANICE DR	WYNDER BRIAN A & ASBERRY WYNDEF	4680 JANICE DR	ATLANTA GA 30337	55	101	R3	0.4454
13 003500020323	2019	4655 KENT RD	MORTON CLIFFORD E	4655 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.9345
13 003000040284	2019	4489 YATES RD	COOK ANTONIO	4489 YATES RD	COLLEGE PARK GA 30337	15	101	R3	0.6706
13 003500030728	2019	4555 JANICE DR	DISCOVERY ENTERPRISES II LLC	3905 LINDSEY RD NE STE 100	MARIETTA GA 30067	55	101	R3	0.4591
13 0062 LL0041	2019	0 ROOSEVELT HWY	DEVELOPMENT AUTHORITY OF FULTOI	141 PRYOR ST SW SUITE 2052	ATLANTA GA 30303	15	300	C3	1.06
13 003500020554	2019	4608 WHITE CITY RD	PONDER CALVIN LEE	4610 WHITE CITY RD	COLLEGE PARK GA 30337	55	101	R3	1.6624
13 003000030038	2019	0 WHITE CITY RD	MANOR REAL ESTATE HOLDINGS LLC	3460 MOYE TRL	DULUTH GA 30097-6214	15	100	R3	1.5565
13 003500050106	2019	4795 KENT RD	SAINT JOHN HENRY H JR	4795 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.9091
13 003500030363	2019	4595 KENT RD	PACHECO ESTELA [	4595 KENT RD	ATLANTA GA 30337	55	101	R3	0.4798
13 0062 LL0140	2019	2825 ROOSEVELT HWY	RIVERA GUERRERO MA DEL ROSARIO &	2825 ROOSEVELT HWY	ATLANTA GA 30337	55	101	R3	0.7111
13 003500060071	2019	4740 JANICE DR	DUKES LINDA	P.O. BOX 87415	COLLEGE PARK GA 30337	55	101	R3	0.4362
13 003500020398	2019	4640 WHITE CITY RD	DORSEY LLOYD E ET AL	4640 WHITE CITY RD	COLLEGE PARK GA 30337-5332	55	101	R3	1.0049
13 006200010106	2019	0 JOHN ST	CEDAR CREEK FARMS INC	5138 OLD ATLANTA RD	HAMPTON GA 30228	15	100	R3	1.3
13 003400010069	2019	4565 YATES RD	PINKSTON ANNIE L	4565 YATES RD	COLLEGE PARK GA 30337	55	101	R3	1.9972
13 003400020415	2019	4755 WASHINGTON RD	STAMPS COURTNEY L	245 WOOD ST	SYLACAUGA AL 35150	55	101	R3	0.3994
13 003400010127	2019	4513 CATALINA CIR	CHAMBERS BENNIE & BETTY J	4513 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.4125
13 0062 LL0694	2019	2888 SULLIVAN RD	BANK OF NEW YORK MELLON THE	7105 CORPORATE DR	PLANO TX 75024	55	101	R3	1.9
13 003000040110	2019	2998 PALM SPRINGS CT	MC SWEEN BAILEY PAULA CAMILE CEL	2998 PALM SPRINGS CT	EAST POINT GA 30344	20	101	R3	0.4978
13 0034 LL0962	2019	0 WASHINGTON RD	DUKE REALTY LIMITED PARTNERSHIP	P O BOX 40509	INDIANAPOLIS IN 46240-0509	20	100	R4	3.0217
13 003500030256	2019	4540 KENT RD	SUNFIRE 3 LLC	8300 N MOPAC EXPRESSWAY SUITE 200	AUSTIN TX 78759	55	101	R3	0.4729

13 003500020471	2019	4495 KENT RD	TECH MART DIRECT LLC	4751 BEST RD # 180	ATLANTA GA 30337	55	101	R3	0.9298
13 003500040271	2019	0 WHITE CITY RD REAR	MIMS WALTER & ROBERTS C R	0 ?	?	55	100	R3	0.56
13 003500040222	2019	4680 YATES RD	CARTER KEVIN H	4680 YATES DR	COLLEGE PARK GA 30337-532	55	101	R3	0.9394
13 003400020241	2019	4760 SILVERDALE RD	SCOTT JAMES G & VERONICA G	4760 SILVERDALE RD	COLLEGE PARK GA 30349	55	101	R3	0.4573
13 003400020357	2019	3235 LINDEN GARDEN	WALKER WILLIAM T	3235 LINDEN GARDEN	COLLEGE PARK GA 30349	55	101	R3	0.5993
13 0034 LL1010	2019	0 WASHINGTON RD	FIRST BAPTIST CH OF RED OAK INC	4710 WASHINGTON RD	ATLANTA GA 30349-2207	55	620	E2	3.84
13 003400010275	2019	4585 YATES RD	HARRISON SARAH S	4585 YATES RD	COLLEGE PARK GA 30337-521	55	101	R3	0.9481
13 003400020027	2019	3229 SPRING ST	TORRENCE PATRICE R	3229 SPRING ST	COLLEGE PARK GA 30337	55	101	R3	1
13 003500020059	2019	4540 WHITE CITY RD	BYRD ANDREW J	4306 FRANK ST	SUITLAND MD 20746	55	100	R3	1.1232
13 0031 LL0742	2019	4478 WASHINGTON RD SW	M B W R INC	1380 COLLINSWORTH RD	PALMETTO GA 30268-9427	20Y	320	C3	0.5778
13 003500010191	2019	4591 WHITE CITY RD	RAINEY LOVETT	4710 WHITE CITY RD	COLLEGE PARK GA 30337	55	101	R3	0.5739
13 0063 LL0073	2019	4830 WASHINGTON RD	POLIFLY INVESTMENT SERVICES LLC	1207 LAINSTER DR SE	MABLETON GA 30126	55	101	R3	0.303
13 003500030199	2019	0 JANICE DR	REGENT BUILDING GROUP LLC	4630 JANICE DR	COLLEGE PARK GA 30349	55	100	R3	0.45
13 003500060428	2019	4745 JANICE DR	HOWARD WILLIE J	4745 JANICE DR	COLLEGE PARK GA 30337-531	55	101	R3	0.4867
13 003500010373	2019	0 YATES RD # REAR	UNITED STATES OF AMERICA FEDERAL	75 SPRING ST SW FLOOR 16TH	ATLANTA GA 30303	55	600	E1	2.18
13 003500010258	2019	0 WHITE CITY RD	UNITED MISSION CHURCH OF GOD IN (	4517 WHITE CITY RD	COLLEGE PARK GA 30337	55	699	E1	0.4878
13 0063 LL0461	2019	3199 ROOSEVELT HWY	MANHEIM REMARKETING INC	P O BOX 366	RED OAK GA 30272	15H	339	C4	8.7
13 0034 LL0863	2019	0 HATHCOCK DR	UNITED STATES OF AMERICA	75 SPRING ST SW FLOOR 16TH	ATLANTA GA 30303	55	600	E1	2.3
13 003400020092	2019	3240 LINDEN GARDEN	WASHINGTON PAULINE B	3240 LINDEN GARDEN	COLLEGE PARK GA 30349	55	101	R3	0.4435
13 003100020400	2019	4418 SUN VALLEY BLVD	JONES JOYCE B	1688 NEW HOPE RD	ATLANTA GA 30331	20	101	R3	0.4089
13 003500040073	2019	111 HATHCOCK DR	DEVELOPMENT AUTHORITY OF FULTOI	141 PRYOR ST SW SUITE 2052	ATLANTA GA 30303	55	300	C3	1.8549
13 0034 LL0467	2019	4730 WASHINGTON RD	FIRST BAPTIST CH OF RED OAK INC	P.O. BOX 126	RED OAK GA 30272	55	621	E2	0.6629
13 003400020126	2019	3245 LINDEN GARDEN	KELLY ANTONIO & TANGALERIA	3245 LINDEN GDN	ATLANTA GA 30349	55	101	R3	0.5739
13 003400020456	2019	0 WASHINGTON RD	HEDAYATI REZA RAY & HASSAN	13000 MERIDAN CT	ALPHARETTA GA 30005	55	100	R3	0.4568
13 003500020588	2019	4670 WHITE CITY RD	NICHOLSON JUANITA	4185 HERSCHEL RD	COLLEGE PARK GA 30337	55	101	R3	1.03
13 003000040318	2019	4478 YATES RD	HERNANDEZ GERARDO & ALBERTINA	4478 YATES RD	COLLEGE PARK GA 30337	15	101	R3	1.2741
13 003500050148	2019	4775 KENT RD	BURDETT WILLIE C & MOSELLA E	4775 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.9114
13 003000040565	2019	4489 WHITE CITY RD	MNSF II W1 LLC	6836 MORRISON BLVD SUITE 320	CHARLOTTE NC 28211	15	101	R3	0.5746
13 003500060774	2019	4785 JANICE DR	FEATHERSTONE TONY B	4785 JANICE DR	ATLANTA GA 30337	55	101	R3	0.42
13 003500060105	2019	4690 JANICE DR	JOHNSON EARNESTINE J	4690 JANICE DR	ATLANTA GA 30337	55	101	R3	0.4408
13 0062 LL0116	2019	4780 SPRING ST	ROLLINS DELORES	4780 SPRING ST	COLLEGE PARK GA 30337	55	101	R3	0.4821
13 003500030686	2019	4650 KENT RD	THURMAN CAROLYN A	4650 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.9972
13 003500050064	2019	4700 WHITE CITY RD	RAINEY LOVETT	4710 WHITE CITY RD	COLLEGE PARK GA 30337	55	101	R3	0.3444
13 003100020558	2019	4441 CATALINA CIR	MANLEY JOHN F	4441 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.4477
13 003400020381	2019	4735 SILVERDALE RD	DOBSON LATREVIS R	4735 SILVERDALE RD	COLLEGE PARK GA 30349	55	101	R3	0.4166
13 0034 LL1135	2019	0 WASHINGTON RD	LONG ANTHONY	1520 S GORDON ST	ATLANTA GA 30310-2334	55	100	A5	38.94
13 003400010150	2019	4516 CATALINA CIR	TAYLOR RITA J	4516 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.548
13 003500010134	2019	4655 WHITE CITY RD	GRIER CHARLES L	5417 ATTUCKS BLVD	MORROW GA 30260	55	101	R3	0.4878
13 006200010072	2019	0 JOHN ST	CEDAR CREEK FARMS INC	5138 OLD ATLANTA RD	HAMPTON GA 30228	15	100	R4	3.4
13 003100020673	2019	4457 CATALINA CIR	DOTSON JO A	4457 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.432
13 003100020731	2019	4474 CATALINA CIR	RUSSELL MICHELLE	4474 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.4545
13 003400010093	2019	4537 CATALINA CIR	COTTON RAYMOND	4537 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.6679
13 0062 LL0579	2019	4925 ROCK HILL RD	GREENE JIMMY H	6621 ROOSEVELT HWY	FAIRBURN GA 30213	55	101	R3	0.3879
13 003500020364	2019	4605 KENT RD	LUXMI HOLDINGS LLC	4306 KENT RD	ATLANTA GA 30337	55	101	R3	0.9183
13 003500060378	2019	4750 KENT RD	HOLT SHAQUITA L	4750 KENT RD	ATLANTA GA 30337	55	101	R3	0.4495
13 003500040214	2019	4690 YATES RD	SMITH JOHNNY N & ADAMS TAMARA I	4245 RUSHING WATER CT	DOUGLASVILLE GA 30135	55	101	R3	0.9394
13 003500050015	2019	4674 WHITE CITY RD	GRIER CHARLES L	5417 ATTUCKS BLVD	MORROW GA 30260	55	101	R3	0.2984
13 003500010142	2019	4635 WHITE CITY RD	COFER MICHAEL ET AL	759 SWEDEN FOREST CV	HAMPTON GA 30228	55	101	R3	0.4878

13 003500010209	2019	4581 WHITE CITY RD	HARDEMAN RYAN K	3167 WAKEFIELD DR	DECATUR GA 30034	55	101	R3	0.683
13 003400020258	2019	4770 SILVERDALE RD	ZETLIN TRUST A BROWN TR G BROWN	4002 HWY 78 SUITE 530-295	SNELLVILLE GA 30039	55	101	R3	0.4892
13 003400020365	2019	3225 LINDEN GARDEN	PULIDO RENE CERVANTES	3225 LINDEN GARDEN DR	ATLANTA GA 30349	55	101	R3	0.4925
13 003000030517	2019	4492 WHITE CITY RD	BOOKER MATTIE M	4492 WHITE CITY RD	COLLEGE PARK GA 30337	15	101	R3	0.8768
13 003400020076	2019	3220 LINDEN GARDEN	STRONG ERMA E & BENNIE L	3220 LINDEN GARDEN	COLLEGE PARK GA 30349	55	101	R3	0.416
13 003400010226	2019	4505 YATES RD	STANLEY ANTHONY & CONSTANCE J	4505 YATES RD	COLLEGE PARK GA 30337	20	101	R3	0.3318
13 0063 LL0081	2019	0 WASHINGTON RD	UNITED STATES OF AMERICA & ITS ASS	299 CONSTITUTION AVE NW ROOM N 4	WASHINGTON DC 20210	55	600	E1	0.4495
13 003000040383	2019	4458 YATES RD	NEWMAN SCOBIE	4458 YATES RD	COLLEGE PARK GA 30337	15	101	R3	0.8287
13 0034 LL1077	2019	0 WASHINGTON RD	SPREAD THE WORD CHURCH MINISTRI	P O BOX 492318	COLLEGE PARK GA 30349	55	621	E2	0.6789
13 003500020505	2019	4505 KENT RD	CHAMBERS PAULINE F	4505 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.9182
13 0034 LL0129	2019	4800 WASHINGTON RD	FORTY EIGHT HUNDRED WASHINGTON	3316 -A SOUTH COBB DR STE 339	SMYRNA GA 30080	55	301	C3	0.714
13 0063 LL0529	2019	0 ROOSEVELT HWY	DEPARTMENT OF TRANSPORTATION	2 CAPITOL SQ	ATLANTA GA 30334	55	600	E1	0.4
13 003500060238	2019	4760 KENT RD	ALLEN JO ANN C	5270 BRITTANY TRL	COLLEGE PARK GA 30349	55	332	C3	0.4363
13 0063 LL0339	2019	0 ROBERTS RD	DEPARTMENT OF TRANSPORTATION	2 CAPITOL SQ	ATLANTA GA 30334	55	600	E1	1.8
13 003500030207	2019	4660 JANICE DR	DISCOVERY ENTERPRISES INC	3905 LINDSEY RD NE STE 100	MARIETTA GA 30067-4200	55	101	R3	0.4477
13 003400010283	2019	4575 YATES RD	RICHARDSON RONNIE & THERESA	4575 YATES RD	COLLEGE PARK GA 30337	55	101	R3	0.9848
13 003100020418	2019	4428 SUN VALLEY BLVD	POTTS EDWARD & BENJAMIN SHARON	8337 SPIVEY RD	JONESBORO GA 30236	20	101	R3	0.3616
13 0063 LL0479	2019	3180 SPRING ST	JONES CATHERINE E	3180 SPRING ST	COLLEGE PARK GA 30349	55	101	R3	0.4924
13 003500010381	2019	4612 YATES RD	DEREEF AYANA JOIMARIE	38 OLDENBURG DR	RIVERDALE GA 30274	55	101	R3	1.1387
13 0034 LL0897	2019	0 YATES RD	SEWELL RICKEY J	626 MAIN ST	PALMETTO GA 30268	55	100	R4	4.5
13 0062 LL0017	2019	0 YATES RD	KENNEDY HANK	4790 YATES RD	ATLANTA GA 30337	55	100	R3	0.4268
13 003000030236	2019	4473 JANICE DR	HILL JULIA	4473 JANICE DR	COLLEGE PARK GA 30337	15	101	R3	0.7404
13 003400020191	2019	4725 SILVERDALE RD	AUSTIN VERNICE	4725 SILVERDALE RD	COLLEGE PARK GA 30349	55	101	R3	0.4348
13 003500040198	2019	0 HATHCOCK DR	DEVELOPMENT AUTHORITY OF FULTOI	141 PRYOR ST SW SUITE 2052	ATLANTA GA 30303	15	300	C5	18.43
13 003100020350	2019	4465 PALM SPRINGS DR	DAVIS BRENDAL L	4280 COLEY CT	LITHONIA GA 30038	20	101	R3	0.5282
13 003500010316	2019	4540 YATES RD	LAMAR LAWRENCE E & MATTIE B	4540 YATES RD	COLLEGE PARK GA 30337	55	101	R3	1.6345
13 003500020596	2019	0 WHITE CITY RD	NICHOLSON JUANITA	4185 HERSCHEL RD	COLLEGE PARK GA 30349	55	100	R3	1
13 003500010282	2019	4511 WHITE CITY RD	HICKSON LORRAINE M ET AL	4755 YATES RD APT 3E	COLLEGE PARK GA 30337-5302	55	100	R3	0.4878
13 003500020307	2019	4580 WHITE CITY RD	SMITH WILLIE E JR & SHINALL C	6880 CAINWOOD DR	ATLANTA GA 30349-4712	55	101	R3	1.0049
13 0062 LL0785	2019	4915 ROCK HILL RD	DGS REALTY	5633 GRAMMERCY DR	ATLANTA GA 30349	55	101	R3	0.8312
13 0062 LL0124	2019	2999 ROOSEVELT HWY	STONE THOMAS A JR	2999 ROOSEVELT HWY	ATLANTA GA 30337	55	102	R3	0.5992
13 003500050072	2019	4710 WHITE CITY RD	RAINEY VELMA T & LOVETT	4710 WHITE CITY RD	COLLEGE PARK GA 30337	55	101	R3	1.7218
13 003500060725	2019	4705 JANICE DR	HILL ANDREA D	4705 JANICE DR	COLLEGE PARK GA 30337	55	101	R3	0.4821
13 0063 LL0636	2019	3165 ROOSEVELT HWY	WASHINGTON INVESTMENT PROPERTI	4425 SUNRISE BLUFF PATH	MARIETTA GA 30067	55	348	C3	1.47
13 003500030348	2019	4625 JANICE DR	NAAR DOMINIQUE & GLADISSE M	3253 THORN CREEK DR	DOUGLASVILLE GA 30135	55	101	R3	0.4408
13 003400010184	2019	4506 PALM SPRINGS DR	HARPER R ALTHEA	4506 PALM SPRINGS DR	EAST POINT GA 30344	20	101	R3	0.5335
13 006200010080	2019	0 ROCK HILL RD	CEDAR CREEK FARMS INC	5138 OLD ATLANTA RD	HAMPTON GA 30228	15	100	R4	2.1
13 003400020399	2019	3161 SPRING ST	LAKEMONT BAPTIST MISSION	P O BOX 491701	COLLEGE PARK GA 30349	55	620	E2	0.7025
13 0034 LL1143	2019	4555 WASHINGTON RD	WASHINGTON GARDENS APARTMENTS	822 N A1A HWY SUITE 310	PONTE VEDRA BEACH FL 3208	55	2C1	C5	29.3
13 003500010050	2019	4560 YATES RD	DUKE GERALD H	251 ALEX STEPHENS RD	MORELAND GA 30259-2102	55	101	R3	1.6575
13 003500050262	2019	4715 KENT RD	GILES ANVIL	7288 CHEROKEE CT	RIVERDALE GA 30296	55	101	R3	0.9045
13 003500050197	2019	4681 KENT RD	EZZARD CATHERINE B & CLIFFORD W	4681 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.8907
13 003100020764	2019	4499 PALM SPRINGS DR	THRASH CLARENCE & NETTIE R	4499 PALM SPRINGS DR	EAST POINT GA 30344	20	101	R3	0.3551
13 003100020681	2019	4463 CATALINA CIR	ROSSER ALVIN L & SARAH H	4463 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.4187
13 003000040078	2019	4435 YATES RD	FENG YING	4435 YATES RD	ATLANTA GA 30331	15	101	R3	0.9584
13 003100020129	2019	4418 PALM SPRINGS DR	FIGURES CHARLES E	4418 PALM SPRINGS DR	EAST POINT GA 30344	20	101	R3	0.3489
13 003500020372	2019	4615 KENT RD	ARNOLD MARY A	4228 FREDERICKSBURG DR	ATLANTA GA 30337	55	101	R3	0.916
13 006200010015	2019	0 ROCK HILL RD	CEDAR CREEK FARMS INC	5138 OLD ATLANTA RD	HAMPTON GA 30228	15	100	R3	1.4

13 0031 LL1039	2019	4395 WASHINGTON RD	EAGLES CRESTE HOUSING PARTNERS L	800 NORTH POINT PKWY SUITE 125	ALPHARETTA GA 30005		20	2H1	C5	11.07
13 003400010101	2019	4529 CATALINA CIR	WARNER JEANETTE B	4529 CATALINA CIR	EAST POINT GA 30344		20	101	R3	0.5152
13 003500010175	2019	4605 WHITE CITY RD	ELDER MARVIN H	4605 WHITE CITY RD	COLLEGE PARK GA 30337		55	101	R3	0.4878
13 003500020034	2019	4520 WHITE CITY RD	LANGFORD JESSIE LEE	4520 WHITE CITY RD	COLLEGE PARK GA 30337		55	101	R4	2.01
13 003500040255	2019	4660 YATES RD	SQUARE WHEELS INVESTORS LLC	1672 BARRETT DR	ATLANTA GA 30318		55	101	R4	2.4
13 003000040417	2019	4451 YATES RD	RUSSELL TALISHA DESHONNE	4451 YATES RD	ATLANTA GA 30337		15	101	R3	0.3352
13 0063 LL0602	2019	0 WASHINGTON RD	GILL RICHARD E	6156 POST OAK RD W	JACKSONVILLE FL 32277		55	100	R3	0.3863
13 003500060402	2019	4700 KENT RD	BANKSTON SAMMIE E SR	4700 KENT RD	COLLEGE PARK GA 30337		55	101	R3	0.4155
13 0034 LL1119	2019	4510 WASHINGTON RD SW	DOLLY PROPERTIES LLC	130 BRENNAN DR	TYRONE GA 30290	20Y		344	C3	1.104
13 003400010259	2019	4625 YATES RD	MILAM BERNICE & LEN	4625 YATES RD	ATLANTA GA 30337		55	101	R3	1.1983
13 003500050049	2019	4680 WHITE CITY RD	JAMES RUTH D ET AL	4680 WHITE CITY RD	COLLEGE PARK GA 30349		55	101	R3	0.3444
13 003400020282	2019	3181 SPRING ST	THOMAS GERALDINE B	3181 SPRING ST	COLLEGE PARK GA 30349		55	101	R3	0.466
13 003100020939	2019	0 PALM SPRINGS DR REAR	WATSON ROGER S	4492 PALM SPRINGS DR	EAST POINT GA 30344		15	100	R3	0.1335
13 003000030269	2019	4441 JANICE DR	BELLE INVESTMENTS LLC	33 WARD ST	YAGOONA NS 2199		15	101	R3	1.1295
13 0063 LL0503	2019	3210 SPRING ST	ROMAN LILLIAN R	3210 SPRING ST	COLLEGE PARK GA 30349		55	101	R3	0.5051
13 003500010340	2019	4604 YATES RD	WHITE CRYSTAL ANN	4604 YATES RD SW	ATLANTA GA 30337		55	101	R3	0.6887
13 003500020539	2019	232 WHITE CITY RD	RAINEY LOVETT	4710 WHITE CITY RD	COLLEGE PARK GA 30337		55	101	R3	0.9131
13 003400020043	2019	3211 SPRING ST	RUIZ LINO	3211 SPRING ST	ATLANTA GA 30349		55	101	R3	0.4162
13 003100020327	2019	3008 PALM SPRINGS CT	DERBY DORIS A	3008 PALM SPRINGS CT	EAST POINT GA 30344		20	101	R3	0.4968
13 003400020225	2019	4740 SILVERDALE RD	MC CORD LORENZA & GWENDOLYN S	4740 SILVERDALE RD	COLLEGE PARK GA 30349-2344		55	101	R3	0.4132
13 0034 LL0392	2019	4780 WASHINGTON RD	GONSENHEIM FAMILY TRUST THE	51 THE PT	CORONADO CA 92118		55	101	R3	0.7438
13 003500060329	2019	4730 KENT RD	VALDOVINOS CONSUELO	4730 KENT RD	ATLANTA GA 30337		55	101	R3	0.4201
13 003500060162	2019	4685 JANICE DR	WILLINGHAM JAMES & MELLORINE	4685 JANICE DR	COLLEGE PARK GA 30337		55	101	R3	0.4775
13 003100020384	2019	4427 PALM SPRINGS DR	NKOMO MTHOKOZISI HARRIET	4427 PALM SPRINGS DR	EAST POINT GA 30344		20	101	R3	0.3535
13 0063 LL0370	2019	4916 BUFFINGTON RD	MANHEIM REMARKETING INC	P O BOX 366	RED OAK GA 30272	15H		332	C5	10.24
13 003500030173	2019	4639 JANICE DR	HOUSTON JUDGE WINFORD ET AL	4639 JANICE DR	ATLANTA GA 30337		55	101	R3	0.4706
13 0034 LL0806	2019	0 WASHINGTON RD	BV REALTY LLC	3235 SATELLITE BLVD	DULUTH GA 30096		55	100	R3	1.4
13 0062 LL0090	2019	3001 ROOSEVELT HWY	ADDISON HASID V LLC	315 W PONCE DE LEON AVE SUITE 344	DECATUR GA 30030		55	2C1	C4	4.65
13 0063 LL0446	2019	3050 ROOSEVELT HWY	STRATEGIS MATERIALS INC	16365 PARK TEN PL S #200	HOUSTON TX 77084		55	400	I3	1.3
13 006200010056	2019	0 ROSS AVE	CEDAR CREEK FARMS INC	5138 OLD ATLANTA RD	HAMPTON GA 30228		15	100	R3	0.5
13 003500020562	2019	4650 WHITE CITY RD	SALTUS GERALD F	4650 WHITE CITY RD	ATLANTA GA 30337-5332		55	101	R3	0.93
13 003500030736	2019	4554 KENT ST	GODINEZ JOSE A	4554 KENT ST	ATLANTA GA 30337		55	101	R3	0.4591
13 003100020905	2019	4484 CATALINA CIR	REID RONALD D & TERESA L	4484 CATALINA CIR	EAST POINT GA 30344		20	101	R3	0.4121
13 003500030371	2019	4585 JANICE DR	HENDERSON SANFORD & JACQUELINE	4585 JANICE DR	COLLEGE PARK GA 30337		55	101	R3	0.4899
13 003500060758	2019	4775 JANICE DR	LAMBERT CYNTHIA	4775 JANICE DR	COLLEGE PARK GA 30337		55	101	R3	0.48
13 003500060089	2019	4730 JANICE DR	WILKINS WAYMON A	275 OLD MILL CT	FAYETTEVILLE GA 30214		55	101	R3	0.4385
13 003500010084	2019	0 YATES RD	BARNWELL J C	4390 YATES RD	COLLEGE PARK GA 30337		55	100	R3	0.9642
13 003500060196	2019	4790 KENT RD	GILL CHARLES R	4790 KENT RD	COLLEGE PARK GA 30337		55	101	R3	0.3116
13 003500020406	2019	4630 WHITE CITY RD	LEWIS JAMES R	4630 WHITE CITY RD	COLLEGE PARK GA 30337		55	101	R3	1.0049
13 003500060204	2019	0 KENT RD	SANDERS ROBERT JR & MALKIA	4780 KENT RD	COLLEGE PARK GA 30337		55	100	R3	0.3116
13 003500020166	2019	4606 WHITE CITY RD	JUNG CAROLYN H	311 VINEYARD RIDGE LANE	GRIFFIN GA 30223		55	101	R3	0.2571
13 0031 LL0973	2019	4457 COMMERCE DR	DOLLY PROP LLC	130 BRENNAN DR	TYRONE GA 30290		20	332	C3	0.356
13 003400010077	2019	4551 CATALINA CIR	STEWART JOHANNA D & LARRY	4551 CATALINA CIR	EAST POINT GA 30344		20	101	R3	0.5449
13 003500020349	2019	4575 KENT RD	SPEAF1 LLC	3009 CYPRESS KNEE CT	RALEIGH NC 27607		55	101	R3	0.9183
13 003500050239	2019	4755 KENT RD	ALCARAZ EFREN V	4745 KENT RD	ATLANTA GA 30337		55	101	R3	0.9045
13 003100020715	2019	4495 CATALINA CIR	BRYANT ARNOLD W	4495 CATALINA CIR	EAST POINT GA 30344		20	101	R3	0.3899
13 003000040151	2019	4442 YATES RD	SMITH JANIS F	4442 YATES RD	COLLEGE PARK GA 30337		15	101	R3	1.6483
13 0062 LL0462	2019	2856 SULLIVAN RD	SULLIVAN ASSEMBLAGE LLC	2870 PEACHTREE RD SUITE 721	ATLANTA GA 30305		15	100	R3	1.9

13 003000030210	2019	4465 KENT RD	URBAN PROPERTY SOLUTIONS LLC	4465 KENT RD	ATLANTA GA 30337	15	101	R3	0.5802
13 003500050270	2019	4725 KENT RD	CAMPBELL GEORGE	4725 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.9068
13 003500040263	2019	0 HATHCOCK DR	DEVELOPMENT AUTHORITY OF FULTOI	141 PRYOR ST SW SUITE 2052	ATLANTA GA 30303	15	300	C4	5.4
13 0034 LL1127	2019	4707 WASHINGTON RD	SOLID ROCK PENTECOSTAL CH INC	P O BOX 490988	COLLEGE PARK GA 30349	55	620	E2	5
13 0034 LL1028	2019	0 WASHINGTON RD	SUN ON THE PEAK LLC	785 AMBERTON CLOSE	SUWANEE GA 30024	55	300	C4	8.7
13 003400010267	2019	4605 YATES RD	REID TOMMY & KAREN W	4605 YATES RD	COLLEGE PARK GA 30337	55	101	R3	1.7264
13 003400010200	2019	0 YATES RD	BROWN RENEE CEMETERY	4506 PALM SPRINGS DR	EAST POINT GA 30344-6527	20	100	R3	0.2837
13 003500020489	2019	4545 KENT RD	HERNANDEZ OSCAR GOMEZ	4545 KENT RD	ATLANTA GA 30337	55	101	R3	0.9252
13 003400020050	2019	4775 SILVERDALE RD	SAMS WALTER D & JOYCE	4775 SILVERDALE RD	COLLEGE PARK GA 30349	55	101	R3	0.4522
13 003500020067	2019	4550 WHITE CITY RD	TINCH WILLIAM EDWARD	2480 NEVELS RD	COLLEGE PARK GA 30349	55	101	R3	1.0049
13 003500010365	2019	4636 YATES RD	COTTON WALLACE A & MARIE S	4636 YATES RD	COLLEGE PARK GA 30337-5322	55	101	R4	3.75
13 003500060444	2019	4710 KENT RD	MORRIS KAREN	4710 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.4086
13 003000030277	2019	4431 JANICE DR	AGBOKA DAVID GUY	4431 JANICE DR	ATLANTA GA 30337	15	101	R3	1.5677
13 003400020233	2019	4750 SILVERDALE RD	FAUCETTE JAMES R & MILDRED W	4750 SILVERDALE RD	COLLEGE PARK GA 30349	55	101	R3	0.4074
13 003500020547	2019	4610 WHITE CITY RD	PONDER ALVIN LEE	4610 WHITE CITY RD	COLLEGE PARK GA 30337	55	101	R3	0.5084
13 003100020947	2019	4492 PALM SPRINGS DR	WATSON ROGER S & WATSON JOANN	4492 PALM SPRINGS DR	EAST POINT GA 30344	20	101	R3	0.4818
13 003500010266	2019	4517 WHITE CITY RD	UNITED MISSION CHURCH OF GOD IN (	4390 YATES RD	COLLEGE PARK GA 30337	55	620	E2	0.4878
13 003500060345	2019	4735 JANICE DR	COKER TERRELL	4735 JANICE DR	ATLANTA GA 30337	55	101	R3	0.4867
13 003500060170	2019	4695 JANICE DR	EYAR REALTY LLC	P O BOX 76634	ATLANTA GA 30358	55	101	R3	0.4798
13 003100020335	2019	4487 PALM SPRINGS DR	NORMAN ANN L & THOMAS E	4487 PALM SPRINGS DR	EAST POINT GA 30344	20	101	R3	0.3788
13 003100020392	2019	4415 PALM SPRINGS DR	WARNER RICHARD K & MARVA L	4415 PALM SPRINGS DR	EAST POINT GA 30344	20	101	R3	0.4178
13 003400020159	2019	3215 LINDEN GARDEN	RICKS WAYNE	3215 LINDEN GARDEN DR	ATLANTA GA 30349	55	101	R3	0.4818
13 003400020100	2019	3250 LINDEN GARDEN	MINDINGALL WILLIE A	3250 LINDEN GARDEN	COLLEGE PARK GA 30349	55	101	R3	0.4562
13 0063 LL0404	2019	0 ROOSEVELT HWY	SEWELL VICTOR HUGO ET AL	2692 WHITEHURST DR	MARIETTA GA 30062-2658	55	601	E4	4.6
13 003000040508	2019	4439 WHITE CITY RD	GIBBONS RUSSELL EMANUEL ET AL	4439 WHITE CITY RD	ATLANTA GA 30337	15	101	R3	0.5915
13 0034 LL0434	2019	0 HATHCOCK DR	UNITED STATES OF AMERICA	75 SPRING ST SW FLOOR 16TH	ATLANTA GA 30303	55	600	E1	12.8
13 003500040123	2019	4790 YATES RD	NICHOLS TIMOTHY JR TR LASTER CHAI	4790 YATES RD	COLLEGE PARK GA 30337	55	620	E2	3.08
13 003500060766	2019	4795 JANICE DR	ROBINSON RANARD & DYETT KITWAHI	4795 JANICE DR	ATLANTA GA 30337	55	101	R3	0.496
13 003500060782	2019	4805 JANICE DR	THOMAS ANTWAUN R	4805 JANICE DR	ATLANTA GA 30337-5313	55	101	R3	0.497
13 0063 LL0453	2019	3170 SPRING ST	HARDNETTE ROOSEVELT	3171 SPRING ST	COLLEGE PARK GA 30349	55	101	R3	0.5051
13 003500050163	2019	4735 KENT RD	KIRTON RASHIDA A	4735 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.9114
13 003500020570	2019	4660 WHITE CITY RD RT2	PONDER LUVENIA CHAMBERS	4660 WHITE CITY RD # RT2	COLLEGE PARK GA 30337	55	101	R3	0.77
13 003000040573	2019	4499 WHITE CITY RD	ROJAS YONEIDA	4499 WHITE CITY RD	COLLEGE PARK GA 30337-5218	15	101	R3	0.5746
13 006200010064	2019	0 ROSS AVE	CEDAR CREEK FARMS INC	5138 OLD ATLANTA RD	HAMPTON GA 30228	15	100	R3	0.9
13 003500030389	2019	4595 JANICE DR	BUI THANG D	2446 HEADLAND DR	EAST POINT GA 30344	55	101	R3	0.4591
13 003100020913	2019	4427 SUN VALLEY BLVD	JONES JOYCE B	1688 NEW HOPE RD SW	ATLANTA GA 30331-7454	20	101	R3	0.5925
13 003000040326	2019	4488 YATES RD	RIBOCK MARY ANNA	1799 SPRINGER ST NW	ATLANTA GA 30318	15	101	R3	1.0817
13 003500060113	2019	0 JANICE DR	JOHNSON LEROY & ERNESTINE J	4690 JANICE DR	COLLEGE PARK GA 30337	55	100	R3	0.4431
13 003100020566	2019	4431 CATALINA CIR	PHILLIPS LESLIE E & NATHAN R	4431 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.4522
13 003400010168	2019	4518 PALM SPRINGS DR	COLLINS WILLIAM T JR & BEVERLY S	4518 PALM SPRINGS DR	EAST POINT GA 30344	20	101	R3	0.3802
13 003500010126	2019	4645 WHITE CITY RD	HICKSON ROSA D	4645 WHITE CITY RD	COLLEGE PARK GA 30349	55	101	R3	0.4878
13 003500020273	2019	4635 KENT RD	MELVILLE SAMUEL TRUST THE	P O BOX 167 CRUZ BAY	ST JOHN VI 00803	55	101	R3	1.8365
13 003500060212	2019	4780 KENT RD	SANDERS ROBERT JR	4780 KENT RD	ATLANTA GA 30337-5318	55	101	R3	0.561
13 0062 LL0553	2019	4875 ROCK HILL RD	CARR WILLIAM JR	6750 MARLBOROUGH CIR	COLLEGE PARK GA 30349	55H	399	I3	1.202
13 003500050247	2019	4695 KENT RD	HIGGS MICHAEL & MARY A	4695 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.8907
13 003500010019	2019	4502 YATES RD	4502 YRD LLC	2817 WOLF CLUB CT	ATLANTA GA 30349	55	101	R3	1.0132
13 003500020356	2019	4585 KENT RD	FALLING MOSES & SARAH H	4585 KENT RD SW # RT 3	COLLEGE PARK GA 30337	55	101	R3	0.9183
13 0034 LL1085	2019	4510 WASHINGTON RD	FOUR SAC SELF STORAGE CORPORATIC	207 E CLARENDON AVE	PHOENIX AZ 85012-2072	20Y	396	C4	2.631

13 0063 LL0586	2019	0 SPRING ST	SEWELL VICTOR H ET AL	2692 WHITEHURST DR	MARIETTA GA 30062-2658	55	100	R3	1.1767
13 003500020455	2019	0 KENT RD	TURNER FRED	4521 JANICE DR	ATLANTA GA 30337	55	100	R3	0.932
13 0031 LL0932	2019	0 WASHINGTON RD	CITY OF EAST POINT	2777 EAST POINT ST	EAST POINT GA 30344	20	600	E1	0.2171
13 003500030231	2019	4530 KENT RD	4530 KENT RD LLC	3592 ALLEE ELM DR	ALPHARETTA GA 30022	55	101	R3	0.4536
13 0062 LL0306	2019	0 SULLIVAN RD	SULLIVAN ASSEMBLAGE LLC	2870 PEACHTREE RD STE 721	ATLANTA GA 30305	15	400	I3	2
13 003000030525	2019	4480 WHITE CITY RD	MILES EULA M	4480 WHITE CITY RD	COLLEGE PARK GA 30337	15	101	R3	1.7508
13 003500010159	2019	4625 WHITE CITY RD	COFER WILLIE EDWARD ET AL	4625 WHIE CITY RD	COLLEGE PARK GA 30337-533	55	101	R3	0.4878
13 003500050023	2019	4676 WHITE CITY RD	DORSEY JARIUS	4676 WHITE CITY RD	ATLANTA GA 30337	55	101	R3	0.3444
13 003000040391	2019	4468 YATES RD	CURRY JOHNNY JR	4468 YATES RD	COLLEGE PARK GA 30337	15	101	R3	0.8287
13 003400020266	2019	4780 SILVERDALE RD	DOZIER ANNIE R	4780 SILVERDALE RD	COLLEGE PARK GA 30349	55	101	R3	0.4266
13 003500020513	2019	4620 WHITE CITY RD	GRIER CHARLES	4620 WHITE CITY RD	ATLANTA GA 30337	55	101	R3	1.7498
13 003400010234	2019	0 I 285	PINKSTON ANNIE L	4565 YATES RD	COLLEGE PARK GA 30337	55	100	R3	0.4924
13 0034 LL1150	2019	0 WASHINGTON RD	DUKE REALTY LAND LLC	600 EAST 96TH ST SUITE 100	INDIANAPOLIS IN 46240	20	100	R4	5.4083
13 003500010233	2019	4551 WHITE CITY RD	MUTUAL INVESTMENT CO	4469 MEADOW DR	FOREST PARK GA 30297-1504	55	101	R3	0.4878
13 0034 LL0160	2019	4750 WASHINGTON RD	SOLID ROCK PENETCOSTAL CHURCH	4750 WASHINGTON RD	ATLANTA GA 30349	55	101	R3	0.3352
13 003400020209	2019	4720 SILVERDALE RD	MORTON OLLYE J	4720 SILVERDALE RD	COLLEGE PARK GA 30349	55	101	R3	0.4132
13 003500010324	2019	4516 YATES RD	GATES ANTHONY	4516 YATES RD	ATLANTA GA 30337	55	101	R3	0.6162
13 003500030769	2019	4610 KENT RD	BABB ERROL F	4605 JANICE DR	COLLEGE PARK GA 30337	55	101	R3	0.413
13 003500030017	2019	4521 JANICE DR	TURNER FRED	4521 JANICE DR	ATLANTA GA 30337	55	101	R3	1.0011
13 003500060295	2019	4725 JANICE DR	HALL DOROTHY G	4725 JANICE DR	ATLANTA GA 30337	55	101	R3	0.4844
13 003100020368	2019	4451 PALM SPRINGS DR	GRAY HENRY T & DOROTHEA A	4451 PALM SPRINGS DR	EAST POINT GA 30344	20	101	R3	0.4601
13 003000030244	2019	4463 JANICE DR	WISE MILDRED A	4463 JANICE DR	COLLEGE PARK GA 30337	15	101	R3	0.8193
13 003500010290	2019	4501 WHITE CITY RD	DILLARD JEFFERY REX JR	4501 WHITE CITY RD	ATLANTA GA 30337	55	101	R3	0.4878
13 003500020315	2019	4665 KENT RD	REYNOLDS BARBARA	4665 KENT RD	COLLEGE PARK GA 30337	55	101	R3	0.9091
13 006200010031	2019	4922 ROCK HILL RD	STOKES ANGIE C	4922 ROCK HILL	COLLEGE PARK GA 30337-611	55	101	R3	0.2381
13 003500050114	2019	4785 KENT RD	ORANGE CAPITAL FUNDING LLC	295 E HIGHWAY 50 SUITE 5	CLERMONT FL 34711	55	101	R3	0.9091
13 003000040540	2019	4469 WHITE CITY RD	BOLTON GRETTA C & ADOLPHUS	4469 WHITE CITY RD	COLLEGE PARK GA 30337	15	101	R3	0.5699
13 0062 LL0033	2019	2995 ROOSEVELT HWY	KING GROUP MGMT LLC	2995 ROOSEVELT HWY	ATLANTA GA 30349	55H	332	C3	0.6269
13 003500060147	2019	4665 JANICE DR	MAYS DAVID JR & MEREDITH	750 PARK LEIGH CT	ATLANTA GA 30331	55	101	R3	0.4729
13 003000040292	2019	2988 PALM SPRINGS CT	HARVEY GEORGE L	2988 PALM SPRINGS CT	EAST POINT GA 30344	20	101	R3	0.5152
13 003500060733	2019	4715 JANICE DR	BAF 1 LLC	5001 PLAZA ON THE LK SUITE 200	AUSTIN TX 78746	55	101	R3	0.4821
13 003100020889	2019	4417 SUN VALLEY BLVD	DUNN JOSEPH D	3020 LYNHURST CIR SW	ATLANTA GA 30311	20	101	R3	0.2893
13 003400010010	2019	4635 YATES RD	CRANE MARIA L & BARBARA	4635 YATES RD	COLLEGE PARK GA 30337	55	101	R3	0.9963
13 0062 LL0157	2019	2815 ROOSEVELT HWY	PRUITT SARAH E	2815 ROOSEVELT HWY	COLLEGE PARK GA 30337	55	301	C3	0.6107
13 0063 LL0644	2019	3070 ROOSEVELT HWY	LATHAM HOME SANITATION COMPAN	7756 B HAMPTON PL	LOGANVILLE GA 30052	55	400	I3	0.232
13 006200010098	2019	4900 ROCK HILL RD	GETER JOE P ET AL	4900 ROCK HILL RD	COLLEGE PARK GA 30337	55	399	I3	1.4242
13 003500030280	2019	4615 JANICE DR	TAHOE MANAGEMENT LLC	5253 CRYSTAL LANE	ATLANTA GA 30349	55	101	R3	0.4408
13 003500020091	2019	4570 WHITE CITY RD	JAMES JOHN A	1152 WELCH ST SW	ATLANTA GA 30310	55	101	R3	0.4132
13 003500030355	2019	4577 JANICE DR	LANGSTON TRACEY & LUETRELL	4425 CLARE LN	LITHIA SPRINGS GA 30122	55	101	R3	1.7098
13 003100020137	2019	4428 PALM SPRINGS DR	LESLIE RALPH JR & JEAN	4428 PALM SPRINGS DR	EAST POINT GA 30344	20	101	R3	0.3594
13 003000040094	2019	2999 PALM SPRINGS CT	CMC VENTURES LLC	201 ELVAN AVE NE	ATLANTA GA 30317	20	101	R3	0.489
13 003400020423	2019	0 WASHINGTON RD	SOUTHERN NATIONAL ASSETS LLC	333 W 41ST ST 6TH FL	MIAMI FL 33140-3639	55	100	R3	0.4247
13 003400010135	2019	4501 CATALINA CIR	LYAS DOROTHY B	4501 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.4467
13 003500010068	2019	0 YATES RD	DUKE GERALD H	251 ALEX STEPHENS RD	MORELAND GA 30259-2102	55	100	R3	1.6621
13 003500050213	2019	4675 KENT RD	MATHEWS DWIGHT M	1700 CLAIRMONT RD	DECATUR GA 30033-4032	55	101	R3	0.8884
13 003100020699	2019	4473 CATALINA CIR	DUNNING JERRY L & LOUISE	4473 CATALINA CIR	EAST POINT GA 30344	20	101	R3	0.3945

ITEM # 14

Item # 14: Traffic Impact Study

Per the Application Instructions and Zoning Ordinance Sec. 803.12(1), this Report is not required because this Rezoning Application does not meet or exceed the specified thresholds.

ITEM # 15

Item # 15: Metropolitan River Protection

Per the Application Instructions and Zoning Ordinance Sec. 803.07(15), this Report is not required because the property that is the subject of this Rezoning Application is not within 2,000 linear feet of the natural riverbank of the Chattahoochee River.

ITEM # 16

Item # 16: Development of Regional Impact

Per the Application Instructions and Zoning Ordinance Sec. 803.13, this Report is not required because this Rezoning Application does not meet or exceed the specified threshold(s).

ITEM # 17

Item # 17: Environmental Impact Report (EIR)

Per the Application Instructions and Zoning Ordinance Sec. 803.11(b), this Report is not required because this Rezoning Application does not seek industrial rezoning and/or special use.

ITEM # 18

UNITED CONSULTING

REPORT

For Bolster Real Estate Partners, LLC

Noise Assessment
The Kourtney at Yates Road Site
4637 Yates Road
City of South Fulton, Fulton County, Georgia

625 Holcomb Bridge Road, Norcross, GA 30071 • 770-209-0029 • unitedconsulting.com

March 17, 2021

Bolster Real Estate Partners, LLC
c/o
Ms. Ashley Webb
Darden & Company
900 Circle 75 Parkway
Suite 780
Atlanta, Georgia 30339

Via E-mail: awebb@dardencompany.com

RE: Report of Noise Assessment
The Kourtney at Yates Road Site
4637 Yates Road
City of South Fulton, Fulton County, Georgia
Project No.: WAVEN-21-GA-05093-01

Dear Ms. Webb,

United Consulting is pleased to submit the following report of the noise assessment for The Kourtney at Yates Road Site. Included in this report is a discussion of the limits projected for this site.

We have enjoyed working with you on this project. If you have any questions, or if we can be of further assistance, please feel free to contact us at your convenience.

Sincerely,

UNITED CONSULTING

Henry C. Esterly, P.G.
Senior Geologist

Scott D. Smelter
Principal

HCE/SDS/rg

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Table 2 Total DNL Values for NAL Points

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Figure 1: Noise Source Radius Map
Figure 2: Noise Source Radius Map
Figure 3: Noise Assessment Location Plan

SUPPORTING DOCUMENTATION

Noise Assessment Calculations / HUD Website DNL Calculator Documentation
Nearby Road Traffic Data
Railroad Traffic Data
Hartsfield-Jackson International Airport Noise Map

1.0 EXECUTIVE SUMMARY[1]

A Noise Assessment has been completed on The Kourtney at Yates Road site, (hereinafter referred to as the Project Site) located at 4637 Yates Road, in the City of South Fulton, Fulton County, Georgia. The text of the report provides more detailed discussion of the items summarized below.

1. United Consulting performed this noise assessment for the Project Site based on the location of the proposed structures and outdoor recreation areas. The purpose was to estimate the amount of noise generated by the nearby airport, road and railroad at each Noise Assessment Location (NAL) point.

2. Three NAL points were selected for the Project Site. The points were located along the west side of the proposed building located in the west central portion of the Project Site, the southwest corner of the proposed building located in the northeast corner of the Project Site and at the proposed outdoor recreation area located in the south central portion of the Project Site. Noise levels were calculated utilizing the United States Housing and Urban Development (HUD) Noise Assessment Guidelines (NAG) manual.

3. A "Unacceptable" noise level, as defined by the South Fulton Site Acceptability Noise Standards, was calculated at all three of the NAL points on the Project Site. The noise levels at all three NAL points yielded a day-night average sound level (DNL) that ranged from 79 to 83 decibels (dB).

4. United Consulting recommends that the architect, or noise consultant verify that the building materials used in the proposed construction at the Project Site are sufficient to aid in mitigating the indoor day-night average sound level (DNL) to below 50 dB at the Project Site.

5. Based on the DNL calculations, the proposed outdoor amenity area is above the "Acceptable" noise level, as defined by the South Fulton Site Acceptability Noise Standards, of 65 dB. Since the airport DNL exceeds 65 dB, a wavier will be required as well as mitigation from the DNL generated by the nearby I-285 roadway.

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1 This Executive Summary is not intended to be used or relied upon without reference to the entire report and cannot otherwise be properly understood and interpreted. It is provided solely for the convenience of the Client and not as a substitute for the report or review of the report.

2.0 INTRODUCTION

United Consulting was retained by **Bolster Real Estate Partners, LLC** to conduct a Noise Assessment on the Project Site. The purpose of the Noise Assessment was to determine the noise levels that would be present near the exterior of the proposed residential structures and recreational areas at the Project Site, located at 4637 Yates Road in the City of South Fulton, Fulton County, Georgia.

3.0 SCOPE

In performing the assessment, United Consulting's representative:

1. Researched available maps and aerial photographs to identify potential noise sources;
2. Reviewed the supplied site plan to determine effective positions for the NAL points;
3. Researched the nearby airports to obtain NAG required information, Georgia Department of Transportation (GDOT) Traffic Analysis and Data Application (TADA) and the Federal Railroad Administration Office of Safety Analysis's website;
4. Utilized the HUD website DNL Calculator to complete the noise assessment calculations;
5. Prepared this report to document the noise levels at the NAL points.

4.0 NOISE ASSESSMENT APPROACH

The HUD Office of Policy Development and Research has developed a Noise Assessment Guidelines (NAG) manual, dated September 1991. This manual provides information and procedures for assessing the amounts of noise generated by aircraft, roadways and railways. The noise assessment at this Project Site was accomplished by those methods mentioned in this manual. However, the actual calculations were made using the HUD website DNL Calculator. The supporting documentation is attached to the end of this report after the figures.

Based on the manual and HUD website DNL Calculator, suitable noise levels, expressed in dB, are determined by outdoor day-night average sound levels (DNL). The DNL value is the 24-hour average sound level in decibels, which is obtained after a 10 dB penalty is added for nighttime (10 pm to 7 am) noises. The A-weighting calculations mimic the frequencies of sounds that the human ear is able to hear. The Department of Defense utilizes a C-weighting calculation for loud impulsive sound DNLs. Loud impulsive sounds are defined by HUD as a discrete event where the sound level increases to a maximum and then decreases to the ambient level within one second or less. The C-weighted DNL values can be converted to A-weighted values using HUD formulas.

The DNL values are determined by the Project Site's exposure to aircraft, roadway and railway noise using the A-weighting process for sound. After the DNL values are calculated, the manual further states that a site will fall under one of the following three categories, using the A-weighted calculation method:

ACCEPTABLE: The DNL levels do not exceed 65 dB. In this category, the noise exposure may be of some concern, but common building constructions will make the indoor environment acceptable and the outdoor environment will be reasonably pleasant for recreation and play.

NORMALLY UNACCEPTABLE: The DNL levels are over 65 dB but do not exceed 75 dB. In this category, the noise exposure is significantly more severe; barriers may be necessary between the site and prominent noise sources to make the outdoor environment acceptable; special building constructions may be necessary to ensure that people indoors are sufficiently protected from outdoor noise.

UNACCEPTABLE: DNL levels consistently above 75 dB. In this category, the noise exposure at the site is so severe that the construction cost to make the indoor noise environment acceptable may be prohibitive and the outdoor environment would still be unacceptable.

To determine if a Project Site is "Acceptable", the HUD website is used for determining DNL values based on various levels of traffic, railways, airports, their respective distances from the Project Site and the hours of operation. The calculations require obtaining information from the GDOT for major roadways within 1,000 feet of the Project Site, with 10 year projected ADTs greater than 10,000, railways within 3,000 feet of the Project Site, military airports within 15 miles and civil airports within five miles of the Project Site.

When the information is available, HUD recommends that projected noise levels for 10 years into the future be utilized in the calculations. However, if 10-year projection data is not available for the major roadways, HUD suggests that using a 3 percent (%) increase in automobile traffic per year will produce a conservative projected traffic count.

The information provided by the GDOT, the railway and airport was utilized with the HUD website DNL Calculator to determine the DNL for each source at each NAL. The DNLs for the individual sources are then summed for each NAL to define the total DNL.

5.0 MAJOR AIRPORTS, ROADWAYS AND, RAILWAYS

United Consulting conducted a map review to determine the locations of roads, railroad tracks and airports in relation to the Project Site, within the HUD defined distances. Based on the information from the map review, the following information was obtained:

- Military Airports - No military airports were identified within 15 miles of the Project Site.
- Civil Airports - One civil airport, Hartsfield – Jackson International Airport, was present within 5 miles of the Project Site. The end of the nearest Hartsfield – Jackson International Airport runway is 12,088 feet from the nearest edge of the Project Site;
- Major Roadways - Based on our map research and review of GDOT traffic data, there was one major roadway (Interstate I-285) present within 1,000 feet of the Project Site;
- Railroads - one railway, operated by CSX Railways, was present within 3,000 feet of the Project Site;

Please refer to Figures 1 and 2, which show the identified noise sources in relation to the Project Site location.

We have gathered data from Hartsfield – Jackson International Airport, and in the Supporting Documentation section below we have provided a copy of their FAR Part 150 Study Figure 4-1 Noise Contours Map. The project site's location is shown on this map and is located between the 65 DNL and 70 DNL contours. Utilizing this map, we measured the perpendicular distances to the 65 and 70 dB contour lines and used these distances along with the NAG manual formula to calculate the 66.2 dB DNL. We utilized this value to represent the DNL level generated by Hartsfield – Jackson International Airport.

We identified one roadway with GDOT traffic count data within 1,000 feet of the Project Site; Interstate I-285. We used the most recent data and projected it per HUD's suggested 3% increase per year. A copy of the data obtained from the GDOT is included in the Supporting Documentation Section of this report.

The CSX Railways train counts used in this assessment were obtained from the Federal Railroad Administration Office of Safety Analysis's website. No projections are available on the Federal Railroad Administration Office of Safety Analysis's website. We therefore, projected a 3% increase in traffic volume through 2031.

6.0 NOISE ASSESSMENT ANALYSIS

Three noise assessment location (NAL) points were selected at the Project Site. The locations of the NAL points are shown on Figure 3. Table 1 is a summary of the data for the NAL points across the Project Site. The HUD website worksheets used in the calculations for the NAL points are attached in the Supporting Documentation Section below.

Table 1: Summary of Individual Noise Sources

NAL POINT	ROADWAYS	RAILWAYS	AIRPORTS
1	I-285 – 83 dB	CSX Railways – 55 dB	Hartsfield – Jackson International Airport – 66.2 dB
2	I-285 – 78 dB	CSX Railways – 55 dB	Hartsfield – Jackson International Airport – 66.2 dB
3	I-285 – 80 dB	CSX Railways – 56 dB	Hartsfield – Jackson International Airport – 66.2 dB

In evaluating the Project Site, the noise is predominantly created by Interstate I-285 located to the west of the Project Site. The Noise Assessment for the proposed buildings and outdoor recreation areas at the Project Site yielded DNL values ranging from 79 to 83 decibels (dB).

Table 2: Total DNL Values for NAL Points

NAL POINT	LOCATION	dB LEVEL	ACCEPTABILITY CATEGORY
1	The west side of the proposed building in the west central portion of the site	83	Unacceptable
2	The southwest corner of the proposed building in the northeast corner of the site	79	Unacceptable
3	The outdoor recreation area located in the south central portion of the site	80	Unacceptable

Based on the results of the DNL calculations, an "Unacceptable" noise level, as defined by the South Fulton Site Acceptability Noise Standards, was calculated at all three of the NAL points. The majority of the noise is created by Interstate I-285 located to the west of the Project Site.

7.0 CONCLUSIONS AND RECOMMENDATIONS

This noise assessment has identified that the calculated noise level at the proposed buildings is above the "Acceptable" noise level, as defined by the South Fulton Site Acceptability Noise Standards, of 65 dB. Therefore, based on the noise level at the buildings, specific attention will be needed with regard to the building materials, particularly the windows, to provide sufficient noise mitigation. United Consulting recommends that the architect verify that the proposed building materials used in the construction are sufficient to aid in mitigating the noise level to below 50 dB for the interiors of the structure at the Project Site. Based on the DNL calculations, the proposed outdoor amenity area is above the "Acceptable" noise level, as defined by the South Fulton Site Acceptability Noise Standards, of 65 dB. Since the airport DNL exceeds 65 dB, a wavier will be required as well as mitigation from the DNL generated by the nearby roadway.

8.0 LIMITATIONS

The conclusions presented in this Noise Assessment are based on information provided by the GDOT, Hartsfield – Jackson International Airport and Federal Railroad Administration Office of Safety Analysis. Noise levels will vary in differing locations and from the interior to exterior of the proposed structures. No other warranty or guarantee is expressed or implied.

The NAL points selected are believed to be representative of typical noise exposure on the Project Site. United Consulting shall not be held responsible for errors, miscalculations, assumptions, misinterpretations or other problems or liabilities arising from, or associated with, firms or individuals bidding on noise remediation work that rely solely, or in part, on this document.

These sound levels are conservative estimates for the Project Site based on the Noise Assessment Guidelines (NAG) manual and gives no credit for local geography between the Project Site and the major noise sources.

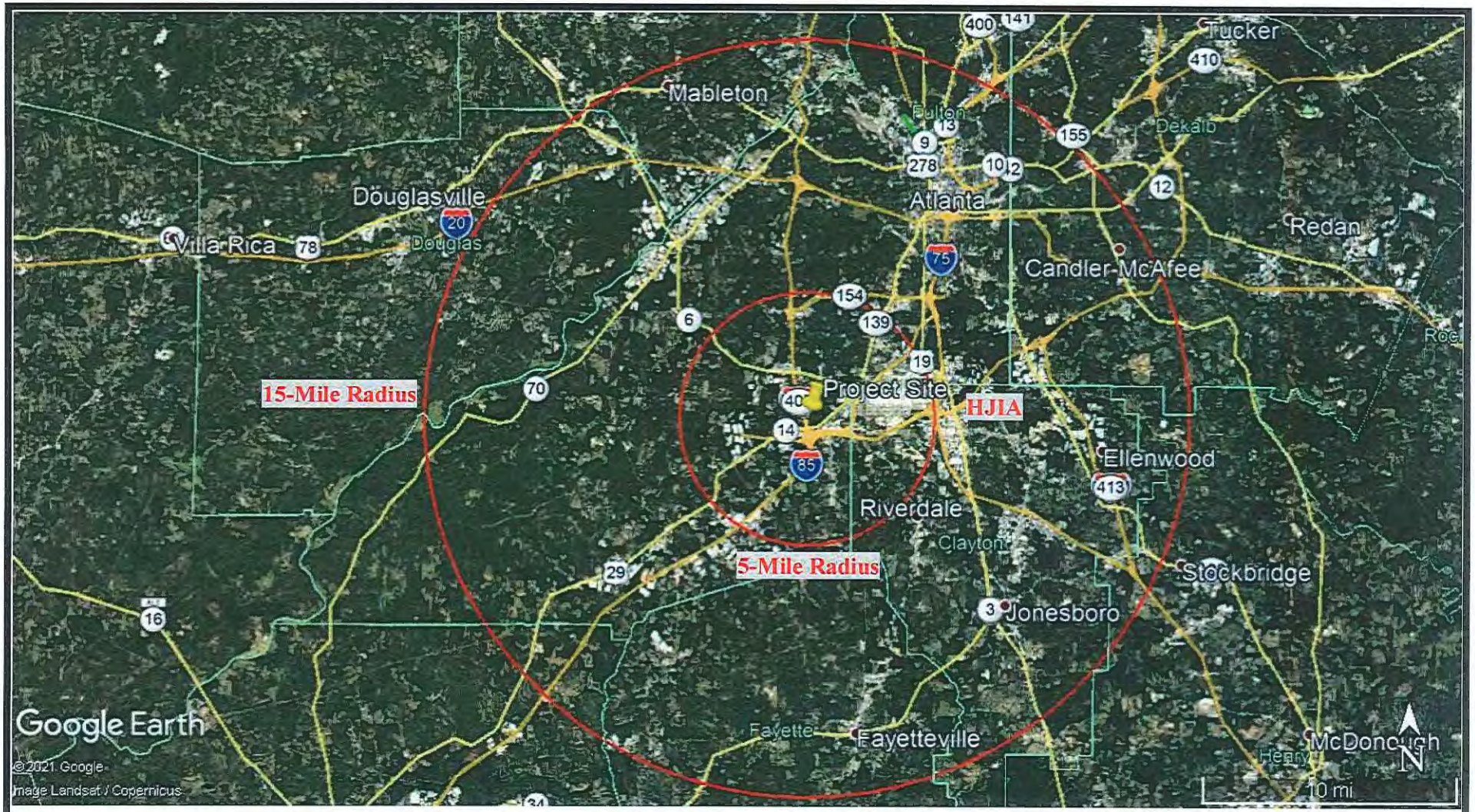
Note that methods other than those documented in the HUD Noise Guidebook would be required in order to accurately predict the levels that would exist once the buildings are in place, and also to account for the local geography between the Project Site and the major noise sources.

United Consulting's conclusions, opinions and suggestions are based upon information furnished and United Consulting's professional experience. Normal assessment may not detect or account for all conditions or factors present at a project area or Project Site. Should such unexpected conditions or factors become manifest during subsequent activities at a site, it will be necessary for United Consulting to review and re-evaluate any and all conclusions, opinions and suggestions made with respect to this project or Project Site. Accordingly, United Consulting should be contacted immediately in such a situation.

This Noise Assessment report has been prepared on behalf of **Bolster Real Estate Partners, LLC and Darden & Company.** Should any other person, partnership, or corporation desire to rely upon this report, it will be necessary for United Consulting to update the report for the new user.

UNITED CONSULTING

FIGURES



One civil airport is located within 5 miles and no military airfields are located within 15 miles of the Project Site.

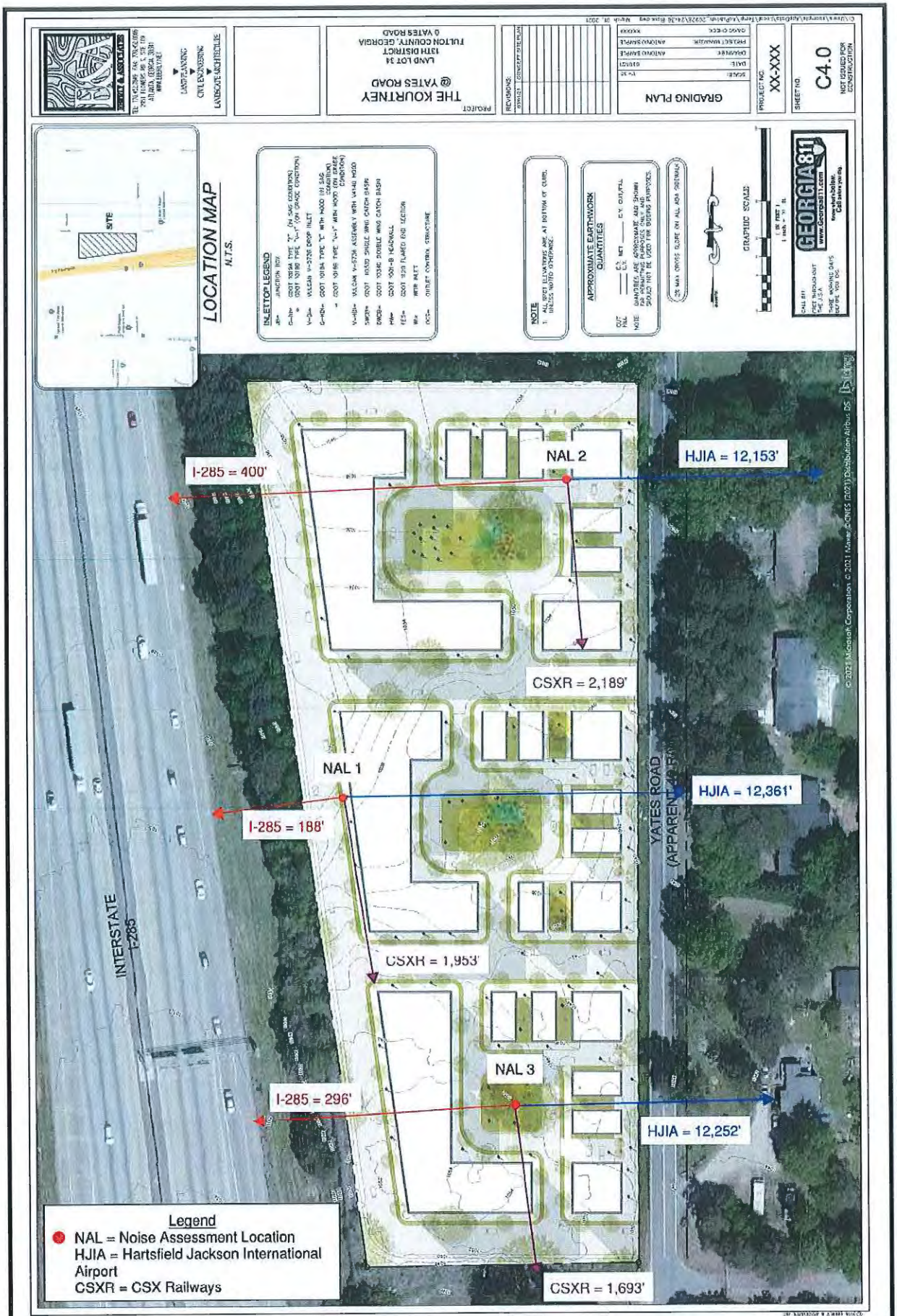
UNITED CONSULTING	N	Prepared: HCE	Title: Noise Source Radius Map - Airports	FIG. 1
		Checked: SDS	Project: The Kourtney at Yates Road	
		Date: 3/15/21	Project No. WAVEN-21-GA-05093-01	
		Scale: See Above	Client: Bolster Real Estate Partners, LLC	



One major road was located within 1,000 feet of the Project Site. One railroad was located within 3,000 feet of the Project Site.

UNITED CONSULTING	N	**Prepared:**	HCE	**Title:**	Noise Source Radius Map - Roads/Railroads
		Checked:	SDS	**Project:**	The Kourtney at Yates Road
		Date:	3/15/21	**Project No.**	WAVEN-21-GA-05093-01
		Scale:	See Above	**Client:**	Bolster Real Estate Partners, LLC

FIG. 2



UNITED CONSULTING	Scale:	NTS	Client: Bolster Real Estate Partners, LLC
	Prepared:	HCE	Site: The Kourtney at Yates Road – City of South Fulton, Fulton Co. GA
	Checked:	SDS	Title: Noise Assessment Location Plan
	Project No.:	[illegible]	FIG. 3

UNITED CONSULTING

SUPPORTING DOCUMENTATION

Noise Assessment Calculations/HUD Website DNL Calculator Documentation
Nearby Road Traffic Data
Nearby Railroad Traffic Data
Hartsfield – Jackson International Airport 2012 Noise Contour Map

DNL Calculator

The Day/Night Noise Level Calculator is an electronic assessment tool that calculates the Day/Night Noise Level (DNL) from roadway and railway traffic. For more information on using the DNL calculator, view the **Day/Night Noise Level Calculator Electronic Assessment Tool Overview (/programs/environmental-review/daynight-noise-level-electronic-assessment-tool/)**.

Guidelines

- To display the Road and/or Rail DNL calculator(s), click on the "Add Road Source" and/or "Add Rail Source" button(s) below.
- All Road and Rail input values must be positive non-decimal numbers.
- All Road and/or Rail DNL value(s) must be calculated separately before calculating the Site DNL.
- All checkboxes that apply must be checked for vehicles and trains in the tables' headers.
- **Note #1:** Tooltips, containing field specific information, have been added in this tool and may be accessed by hovering over all the respective data fields (site identification, roadway and railway assessment, DNL calculation results, roadway and railway input variables) with the mouse.
- **Note #2:** DNL Calculator assumes roadway data is always entered.

DNL Calculator

Site ID	The Kourtney at Yates Road NAL 1
Record Date	03/11/2021
User's Name	Henry Esterly

Road # 1 Name:	**Interstate I-285**

Road #1

Vehicle Type	Cars ☑	Medium Trucks ☑	Heavy Trucks ☑
Effective Distance	188	188	188
Distance to Stop Sign			
Average Speed	65	65	65
Average Daily Trips (ADT)	175936	6329	32291
Night Fraction of ADT	15	15	15
Road Gradient (%)			1
Vehicle DNL	73	69	83
Calculate Road #1 DNL	83	Reset	

Railroad #1 Track Identifier: **CSX Railways**

Rail # 1

Train Type	Electric ☐	Diesel ☑
Effective Distance		1953
Average Train Speed		50
Engines per Train		2
Railway cars per Train		50
Average Train Operations (ATO)		11
Night Fraction of ATO		38
Railway whistles or horns?	Yes: ☐ No: ☐	Yes: ☑ No: ☐
Bolted Tracks?	Yes: ☐ No: ☐	Yes: ☐ No: ☑

Train DNL	0	55
Calculate Rail #1 DNL	55	Reset

Add Road Source | Add Rail Source

Airport Noise Level	66.2
Loud Impulse Sounds?	○Yes ◉No
Combined DNL for all Road and Rail sources	**83**
Combined DNL including Airport	**83**
Site DNL with Loud Impulse Sound	

Calculate | Reset

Mitigation Options

If your site DNL is in Excess of 65 decibels, your options are:

- **No Action Alternative**: Cancel the project at this location

- **Other Reasonable Alternatives**: Choose an alternate site
- **Mitigation**
    - **Contact your Field or Regional Environmental Officer (/programs/environmental-review/hud-environmental-staff-contacts/)**
    - Increase mitigation in the building walls (only effective if no outdoor, noise sensitive areas)
    - Reconfigure the site plan to increase the distance between the noise source and noise-sensitive uses
    - Incorporate natural or man-made barriers. See ***The Noise Guidebook (/resource/313/hud-noise-guidebook/)***
    - Construct noise barrier. See the **Barrier Performance Module (/programs/environmental-review/bpm-calculator/)**

Tools and Guidance

Day/Night Noise Level Assessment Tool User Guide (/resource/3822/day-night-noise-level-assessment-tool-user-guide/)

Day/Night Noise Level Assessment Tool Flowcharts (/resource/3823/day-night-noise-level-assessment-tool-flowcharts/)

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DNL Calculator

Site ID	The Kourtney at Yates Road NAL 2
Record Date	03/11/2021
User's Name	Henry Esterly

Road # 1 Name:	**Interstate I-285**

Road #1

Vehicle Type	Cars ☑	Medium Trucks ☑	Heavy Trucks ☑
Effective Distance	400	400	400
Distance to Stop Sign			
Average Speed	65	65	65
Average Daily Trips (ADT)	175936	6329	32291
Night Fraction of ADT	15	15	15
Road Gradient (%)			1
Vehicle DNL	68	64	78
Calculate Road #1 DNL	78	Reset	

Railroad #1 Track Identifier: CSX Railways

Rail # 1

Train Type	Electric ☐	Diesel ☑
Effective Distance		2189
Average Train Speed		50
Engines per Train		2
Railway cars per Train		50
Average Train Operations (ATO)		11
Night Fraction of ATO		38
Railway whistles or horns?	Yes: ☐ No: ☐	Yes: ☑ No: ☐
Bolted Tracks?	Yes: ☐ No: ☐	Yes: ☐ No: ☑

Train DNL	0	55
Calculate Rail #1 DNL	55	Reset

Add Road Source | Add Rail Source

Airport Noise Level	66.2
Loud Impulse Sounds?	○Yes ◉No

Combined DNL for all Road and Rail sources	**78**
Combined DNL including Airport	**79**
Site DNL with Loud Impulse Sound	

Calculate | Reset

Mitigation Options

If your site DNL is in Excess of 65 decibels, your options are:

- **No Action Alternative**: Cancel the project at this location

- **Other Reasonable Alternatives**: Choose an alternate site
- **Mitigation**
    - Contact your Field or Regional Environmental Officer (/programs/environmental-review/hud-environmental-staff-contacts/)
    - Increase mitigation in the building walls (only effective if no outdoor, noise sensitive areas)
    - Reconfigure the site plan to increase the distance between the noise source and noise-sensitive uses
    - Incorporate natural or man-made barriers. See *The Noise Guidebook (/resource/313/hud-noise-guidebook/)*
    - Construct noise barrier. See the Barrier Performance Module (/programs/environmental-review/bpm-calculator/)

Tools and Guidance

Day/Night Noise Level Assessment Tool User Guide (/resource/3822/day-night-noise-level-assessment-tool-user-guide/)

Day/Night Noise Level Assessment Tool Flowcharts (/resource/3823/day-night-noise-level-assessment-tool-flowcharts/)

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- All Road and Rail input values must be positive non-decimal numbers.
- All Road and/or Rail DNL value(s) must be calculated separately before calculating the Site DNL.
- All checkboxes that apply must be checked for vehicles and trains in the tables' headers.
- **Note #1:** Tooltips, containing field specific information, have been added in this tool and may be accessed by hovering over all the respective data fields (site identification, roadway and railway assessment, DNL calculation results, roadway and railway input variables) with the mouse.
- **Note #2:** DNL Calculator assumes roadway data is always entered.

DNL Calculator

Site ID	The Kourtney at Yates Road NAL 3
Record Date	03/11/2021
User's Name	Henry Esterly

Road # 1 Name:	**Interstate I-285**

Road #1

Vehicle Type	Cars ☑	Medium Trucks ☑	Heavy Trucks ☑
Effective Distance	296	296	296
Distance to Stop Sign			
Average Speed	65	65	65
Average Daily Trips (ADT)	175936	6329	32291
Night Fraction of ADT	15	15	15
Road Gradient (%)			1
Vehicle DNL	70	66	80
Calculate Road #1 DNL	80	Reset	

Railroad #1 Track Identifier: **CSX Railways**

Rail # 1

Train Type	Electric ☐	Diesel ☑
Effective Distance		1693
Average Train Speed		50
Engines per Train		2
Railway cars per Train		50
Average Train Operations (ATO)		11
Night Fraction of ATO		38
Railway whistles or horns?	Yes: ☐ No: ☐	Yes: ☑ No: ☐
Bolted Tracks?	Yes: ☐ No: ☐	Yes: ☐ No: ☑

Train DNL	0	56
Calculate Rail #1 DNL	56	Reset

Add Road Source | Add Rail Source

Airport Noise Level	66.2
Loud Impulse Sounds?	○Yes ◉No

Combined DNL for all Road and Rail sources	**80**
Combined DNL including Airport	**80**
Site DNL with Loud Impulse Sound	

Calculate | Reset

Mitigation Options

If your site DNL is in Excess of 65 decibels, your options are:

- **No Action Alternative**: Cancel the project at this location

- **Other Reasonable Alternatives**: Choose an alternate site
- **Mitigation**
    - **Contact your Field or Regional Environmental Officer (/programs/environmental-review/hud-environmental-staff-contacts/)**
    - Increase mitigation in the building walls (only effective if no outdoor, noise sensitive areas)
    - Reconfigure the site plan to increase the distance between the noise source and noise-sensitive uses
    - Incorporate natural or man-made barriers. See ***The Noise Guidebook (/resource/313/hud-noise-guidebook/)***
    - Construct noise barrier. See the **Barrier Performance Module (/programs/environmental-review/bpm-calculator/)**

Tools and Guidance

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Day/Night Noise Level Assessment Tool Flowcharts (/resource/3823/day-night-noise-level-assessment-tool-flowcharts/)

I-285

Single Station Annualized Statistics - 121-5534

Data Item	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Data Item
Statistics type	-	-	-	-	-	Actual	Actual	Actual	Actual	**Actual**	Statistics type
AADT	134000	131000	131000	133000	136000	132000	124000	154000	153000	**155000**	AADT
Single-Unit Truck AADT	-	4712	4806	4451	4561	4413	4141	2814	5826	**4574**	Single-Unit Truck AADT
Combo-Unit Truck AADT	-	17158	17698	16470	16877	16329	15321	9872	22115	**23333**	Combo-Unit Truck AADT
% Peak SU Trucks	-	-	-	-	-	0.229	0.229	-	0.276	**0.211**	% Peak SU Trucks
% Peak CU Trucks	-	-	-	-	-	0.635	0.634	-	0.683	**0.848**	% Peak CU Trucks
K-Factor	-	-	-	0.0824	0.0818	0.086	0.0949	0.0748	0.0753	**0.0748**	K-Factor
D-Factor	-	-	-	0.5	0.5	0.5	0.5	0.55	0.54	**0.51**	D-Factor
Future AADT	-	-	-	-	-	-	156000	197000	193000	**202000**	Future AADT

2031 Projected ADT = 214,556
Autos = 82.0% = 175,936
Medium Trucks = 2.95% = 6,329
Heavy Trucks = 15.05% = 32,291
Speed Limit = 65 mph

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY)	B. Reporting Agency	C. Reason for Update (Select only one)	D. DOT Crossing Inventory Number
09 / 28 / 2020	☒ Railroad ☐ Transit ☐ State ☐ Other	☒ Change in Data ☐ New Crossing ☐ Closed ☐ No Train Traffic ☐ Quiet Zone Update ☐ Re-Open ☐ Date Change Only ☐ Change in Primary Operating RR ☐ Admin. Correction	050364L

Part I: Location and Classification Information

1. Primary Operating Railroad	2. State	3. County
CSX Transportation [CSX]	GEORGIA	FULTON

4. City / Municipality	5. Street/Road Name & Block Number	6. Highway Type & No.
☐ In ☒ Near COLLEGE PARK	ROBERTS ROAD (Street/Road Name) | * (Block Number)	CR

7. Do Other Railroads Operate a Separate Track at Crossing?	8. Do Other Railroads Operate Over Your Track at Crossing?
☐ Yes ☒ No If Yes, Specify RR	☐ Yes ☒ No If Yes, Specify RR

9. Railroad Division or Region	10. Railroad Subdivision or District	11. Branch or Line Name	12. RR Milepost
☐ None GULF	☐ None ATLANTA TERMINAL	☒ None	XXB | 0011.830 | (prefix) | (nnnn.nnn) | (suffix)

13. Line Segment *	14. Nearest RR Timetable Station *	15. Parent RR (if applicable)	16. Crossing Owner (if applicable)
908380	STONEWALL	☒ N/A	☒ N/A

17. Crossing Type	18. Crossing Purpose	19. Crossing Position	20. Public Access (if Private Crossing)	21. Type of Train	22. Average Passenger Train Count Per Day
☐ Public ☒ Private	☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	☒ At Grade ☐ RR Under ☐ RR Over	☒ Yes ☐ No	☒ Freight ☐ Transit ☐ Intercity Passenger ☐ Shared Use Transit ☐ Commuter ☐ Tourist/Other	☐ Less Than One Per Day ☐ Number Per Day 0

23. Type of Land Use
☐ Open Space ☐ Farm ☐ Residential ☒ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard

24. Is there an Adjacent Crossing with a Separate Number?	25. Quiet Zone (FRA provided)
☐ Yes ☒ No If Yes, Provide Crossing Number	☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established

26. HSR Corridor ID	27. Latitude in decimal degrees	28. Longitude in decimal degrees	29. Lat/Long Source
☒ N/A	(WGS84 std: nn.nnnnnnn) 33.6227720	(WGS84 std: -nnn.nnnnnnn) -84.4895750	☒ Actual ☐ Estimated

30.A. Railroad Use *	31.A. State Use *
30.B. Railroad Use *	31.B. State Use *
30.C. Railroad Use *	31.C. State Use *
30.D. Railroad Use *	31.D. State Use *
32.A. Narrative (Railroad Use) *	32.B. Narrative (State Use) *

33. Emergency Notification Telephone No. (posted)	34. Railroad Contact (Telephone No.)	35. State Contact (Telephone No.)
800-232-0144	904-366-3051	404-631-1375

Part II: Railroad Information

1. Estimated Number of Daily Train Movements

1.A. Total Day Thru Trains (6 AM to 6 PM)	1.B. Total Night Thru Trains (6 PM to 6 AM)	1.C. Total Switching Trains	1.D. Total Transit Trains	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
2	3	3	0	

2. Year of Train Count Data (YYYY)	3. Speed of Train at Crossing
2020	3.A. Maximum Timetable Speed (mph) 50 3.B. Typical Speed Range Over Crossing (mph) From 50 to 50

2031 Projected Trains = 11
38% Night time

4. Type and Count of Tracks
Main 1 Siding 0 Yard 0 Transit 0 Industry 0

5. Train Detection (Main Track only)
☐ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☒ None

6. Is Track Signaled?	7.A. Event Recorder	7.B. Remote Health Monitoring
☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY)	PAGE 2	D. Crossing Inventory Number (7 char.)
09/28/2020		050364L

Part III: Highway or Pathway Traffic Control Device Information

1. Are there Signs or Signals? ☒ Yes ☐ No

2. Types of Passive Traffic Control Devices associated with the Crossing

2.A. Crossbuck Assemblies (count)	2.B. STOP Signs (R1-1) (count)	2.C. YIELD Signs (R1-2) (count)	2.D. Advance Warning Signs (Check all that apply; include count) ☒ None
2	0	2	☐ W10-1 ____ ☐ W10-3 ____ ☐ W10-11 ____ ☐ W10-2 ____ ☐ W10-4 ____ ☐ W10-12 ____

2.E. Low Ground Clearance Sign (W10-5)	2.F. Pavement Markings	2.G. Channelization Devices/Medians	2.H. EXEMPT Sign (R15-3)	2.I. ENS Sign (I-13) Displayed
☐ Yes (count ____) ☐ No	☐ Stop Lines ☐ Dynamic Envelope ☐ RR Xing Symbols ☒ None	☐ All Approaches ☐ Median ☐ One Approach ☒ None	☐ Yes ☐ No	☒ Yes ☐ No

2.J. Other MUTCD Signs ☒ Yes ☐ No	2.K. Private Crossing Signs (if private)	2.L. LED Enhanced Signs (List types)
Specify Type ____ Count 2 Specify Type ____ Count 0 Specify Type ____ Count ____	☒ Yes ☐ No	

3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)

3.A. Gate Arms (count)	3.B. Gate Configuration	3.C. Cantilevered (or Bridged) Flashing Light Structures (count)	3.D. Mast Mounted Flashing Lights (count of masts) 0	3.E. Total Count of Flashing Light Pairs
Roadway 0 Pedestrian ____	☐ 2 Quad ☐ 3 Quad ☐ 4 Quad ☐ Full (Barrier) Resistance ☐ Median Gates	Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED	☐ Incandescent ☐ LED ☐ Back Lights Included ☐ Side Lights Included	0

3.F. Installation Date of Current Active Warning Devices: (MM/YYYY)	3.G. Wayside Horn	3.H. Highway Traffic Signals Controlling Crossing	3.I. Bells (count)
____/____ ☒ Not Required	☐ Yes Installed on (MM/YYYY) ____/____ ☒ No	☐ Yes ☒ No	0

3.J. Non-Train Active Warning	3.K. Other Flashing Lights or Warning Devices
☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☐ None	Count 0 Specify type ____

4.A. Does nearby Hwy Intersection have Traffic Signals?	4.B. Hwy Traffic Signal Interconnection	4.C. Hwy Traffic Signal Preemption	5. Highway Traffic Pre-Signals	6. Highway Monitoring Devices (Check all that apply)
☐ Yes ☐ No	☐ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs	☐ Simultaneous ☐ Advance	☐ Yes ☐ No Storage Distance * ____ Stop Line Distance * ____	☐ Yes - Photo/Video Recording ☐ Yes – Vehicle Presence Detection ☐ None

Part IV: Physical Characteristics

1. Traffic Lanes Crossing Railroad	2. Is Roadway/Pathway Paved?	3. Does Track Run Down a Street?	4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail)
☐ One-way Traffic ☐ Two-way Traffic ☐ Divided Traffic Number of Lanes 2	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____ Width * ____ Length * ____

☐ 1 Timber ☐ 2 Asphalt ☒ 3 Asphalt and Timber ☐ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal
☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) ____

6. Intersecting Roadway within 500 feet?	7. Smallest Crossing Angle	8. Is Commercial Power Available? *
☒ Yes ☐ No If Yes, Approximate Distance (feet) 75	☐ 0° – 29° ☐ 30° – 59° ☐ 60° - 90°	☒ Yes ☐ No

Part V: Public Highway Information

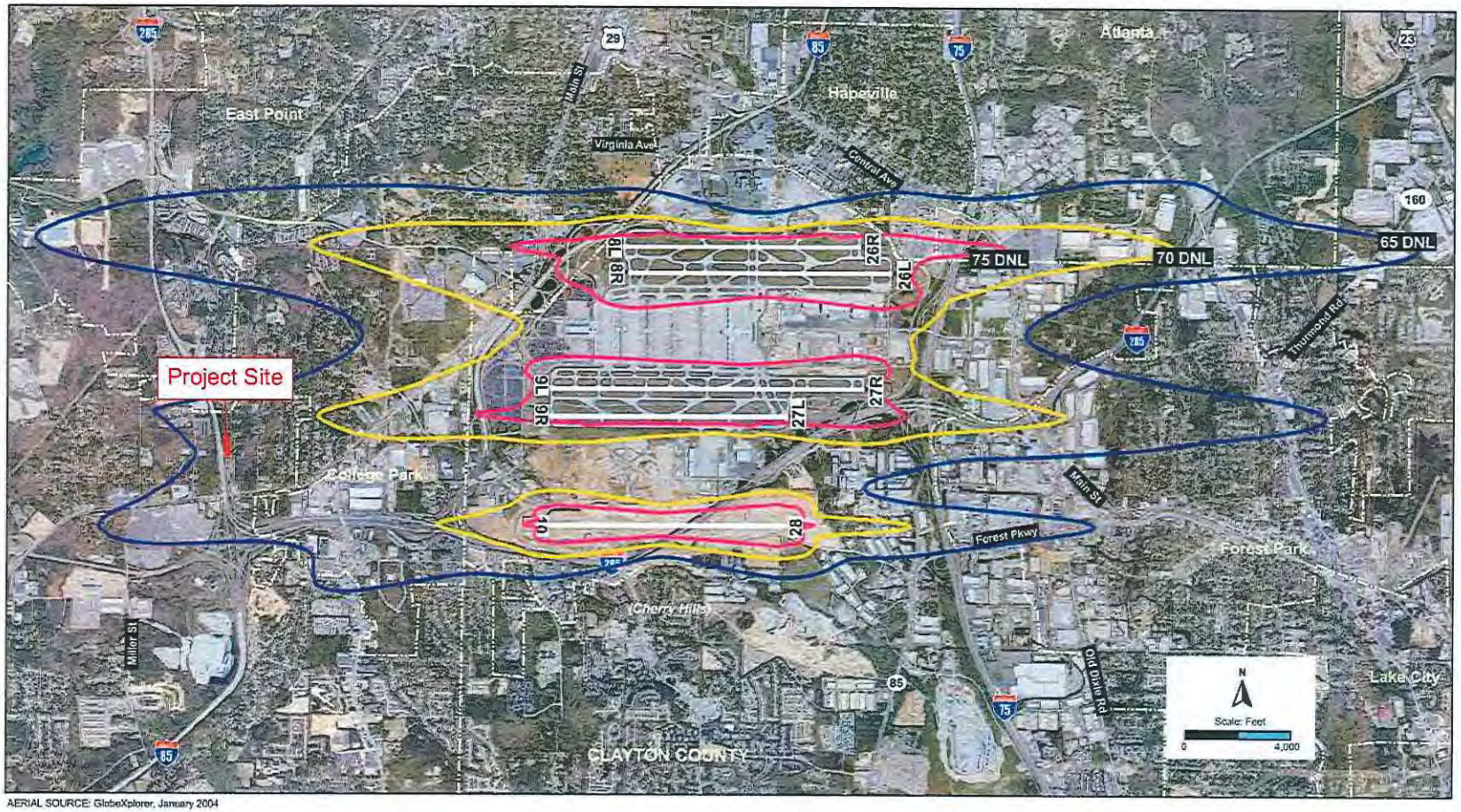
1. Highway System	2. Functional Classification of Road at Crossing	3. Is Crossing on State Highway System?	4. Highway Speed Limit
☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☐ (03) Federal AID, Not NHS ☒ (08) Non-Federal Aid	☒ (0) Rural ☐ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☐ (7) Local	☐ Yes ☒ No	____ MPH ☐ Posted ☐ Statutory
		5. Linear Referencing System (LRS Route ID) *	
		6. LRS Milepost *	

7. Annual Average Daily Traffic (AADT)	8. Estimated Percent Trucks	9. Regularly Used by School Buses?	10. Emergency Services Route
Year 1988 AADT 000100	01 %	☐ Yes ☒ No Average Number per Day 0	☐ Yes ☐ No

Submission Information - *This information is used for administrative purposes and is not available on the public website.*

Submitted by ____ Organization ____ Phone ____ Date ____

Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.



AERIAL SOURCE: GlobeXplorer, January 2004

SOURCE: ESA Airports

HJIA DNL = 66.2 dB

Hartsfield-Jackson Atlanta International Airport FAR Part 150 Study
Figure 4-1
2012 Noise Contours

ITEM # 19

Item # 19: Jump/Thumb Drive

Applicant is submitting the completed Rezoning Application electronically per instruction from City Staff in light of COVID-19. Applicant will mail a USB jump/thumb drive to City Staff upon request

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	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)
DATE:	August 24, 2021
SUBJECT:	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)
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z21-006	Cover Memo	8/20/2021
z21-006 CV21-007 0 Oakley Rd staff report FINAL FOR COUNCIL 8.24.21	Cover Memo	8/20/2021

Z21-006
CV21-007

Rezoning and Concurrent Variance o Oakley Rd.

City Council Meeting
City of South Fulton
August 24, 2021

Z21-006 and CV21-007: 0 Oakley Rd.

- Petitioner has requested a withdrawal of this application
- Staff recommends approval of the request to withdraw

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: **Z21-006 and CV21-007 0 Oakley Rd**

MEETING DATE: August 24, 2021

Applicant seeks to rezone from **C-1 to TR** to construct 34 townhomes.

The petitioner is also asking for the following concurrent variances:

1. Increase the number of dwellings allowed per single building from 8 to 12. Section 404.02(a).
2. Allow public street and detention pond wall to encroach in the required 25 ft side zoning buffer. Section 405(b).
3. Allow public street and detention pond wall to encroach in the required 10 ft improvement setback. Section 405(c)F.
4. Allow detention pond to encroach within the 75 ft stream buffer 25 ft impervious setback. Unified Stream Buffer Protection Ordinance 14-7004(a).

STAFF RECOMMENDATION: Approval of the request to withdraw

PLANNING COMMISSION RECOMMENDATION: Denial of all items

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Michelle Macauley of Lecraw Engineering 3475 Coperate Way, Suite A Duluth GA 30096
Status of Applicant:	The applicant is an agent for the owner/developer DR Horton Inc.
City Council District(s):	District 7
Parcel ID Number:	09F120200570373, 09F120000420126
Area of Property:	7.34 Acres
Current/Past Use of the Property:	Undeveloped
Prior Zoning Cases/History:	2007Z-0023
Surrounding Zoning:	North: A-L (Apartment Limited Dwelling) South: CUP (Community Unit Plan) East: CUP (Community Unit Plan) West: M-2 (Heavy Industrial)
2035 Future Land Use Designation:	Character Type: Suburban Neighborhood II Land Uses: Residential 2 to 3 units per acre, residential 3-5 units per acre, Open Space, Public, Semi-Public, and Institutional Zonings: R-3, R3-A, R-4, R4-A, R-5, R5-A, TR, CUP, NUP.
Compatibility to the Fulton County 2035 Comprehensive Plan:	Yes. Both the zoning classification TR, and the density of 4.63 units per acre meet the comprehensive plan requirements.
Overlay District:	None
Public Utilities:	Water service is provided to this site by City of Atlanta. Sewer service is available to the site by Fulton County.
Public Services:	Police and fire services are available to the site by the City of South Fulton.
Transportation:	Street: Oakley Rd. Classification: Collector Road Street: Oakley Industrial Blvd.

Classification: Collector Road

Public Transit: The site is served by MARTA bus access. The closest bus stop is 800 ft away at the intersection of Oakley Rd. and Oakley Industrial Blvd.

Bike/Pedestrian Access: The site does have sidewalks. No bike lanes are present.

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

MAPS

City of South Fulton Zoning and Aerial Map:

(see attached)

Proposed Site Plan:

(see attached)

PUBLIC PARTICIPATION

A virtual public meeting was held via zoom on May 25th 2021 at 6:00pm. A total of 48 people attended the virtual meeting. Concerns expressed by the neighboring community included traffic calming measures and the need for a traffic light at the intersection of Oakley Rd. and Oakley Industrial Blvd. Another concern was the aesthetic appearance of the townhomes and the possibility of the townhomes turning into rental units. According to the public participation report attached, residents are interested in exploring other uses for the site such as park and recreation space.

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 townhomes will be a residential use, and the surrounding parcels are also used for 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 in style 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;**

Yes. There is a need for additional commercial services that would serve the existing residential uses adjacent to the subject site. The site has frontage on both Oakley Rd. and Oakley Industrial Blvd. making a commercial use at the site reasonable.

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;**

   Not Determined. Residents suggested that there may be a need for traffic calming measures at the intersection of Oakley Rd. and Oakley Industrial to better assist current residents entering and exiting the Oakley Township sub-division. Current utility infrastructure is sufficient for this proposal. Future 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. Both the zoning classification TR, and the density of 4.63 units per acre meet the comprehensive plan requirements.

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 use is allowable under this zoning are suitable for the area, and no adverse environmental affects are anticipated.

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 indicated awareness of some safety and congestion issues that the intersection of Oakley Rd. and Oakley Industrial Blvd. The traffic engineer indicated that this was one of several locations within the city needing a signal.

MARTA: Requested information, none provided.

Fulton County Health Department: Requested information, none provided.

Fulton County Schools: Report attached.

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

Staff recommendation on the rezoning is **APPROVAL WITH CONDITIONS**.

Oakley Township is a densely populated residential development which already includes over 100 single family residences. While townhomes would be a compatible use, the proposed townhome development is right at the entrance to Oakley Township, and may cause some additional bottle necking, especially during the morning and evening commuting times. Oakley Terrace, the entrance to Oakley Elementary School is also just over 500 feet from the entrance to the proposed development on Oakley Rd. A traffic light at the entrance to Oakley Rd. would improve safety along the highly traveled Okaley Industrial corridor, not only for residents of Oakley Township, but the students at Oakley Elementary School.

Proposed condition: Owner/Developer shall conduct a traffic signal warrant analysis at the intersection of Oakley Rd. and Oakley Industrial Blvd. If warranted, owner/developer shall pay up to $300,000 toward the installation of a traffic signal prior to the issuance of a Certificate of Occupancy.

Concerning the concurrent variances, variances 2, 3, and 4 are all concerned with passive features (walls, streets, and detention facilities). Once constructed they will not have any impact on the intended effect of a buffer. The parcel is of a challenging enough shape and size that maximizing its non-commercial potential warrants these requests. Staff does believe that residential uses will bring less environmental impact than commercial uses. Staff recommends **APPROVAL** on concurrent variances 2, 3, and 4.

Concurrent variance 1 is a request to allow for a larger maximum combined unit size (up from 8) Staff cannot think of a good reason to entertain this request. The maximum size was put in place with specific intent and still allows for a large building. The site plan could be easily reconfigured to accommodate this stipulation. Staff recommends **DENIAL** of concurrent variance 1.

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

8.2.21: The petitioner submitted a request to withdraw this application. They will not be moving forward with this project. Staff recommends approval of the request to withdraw.

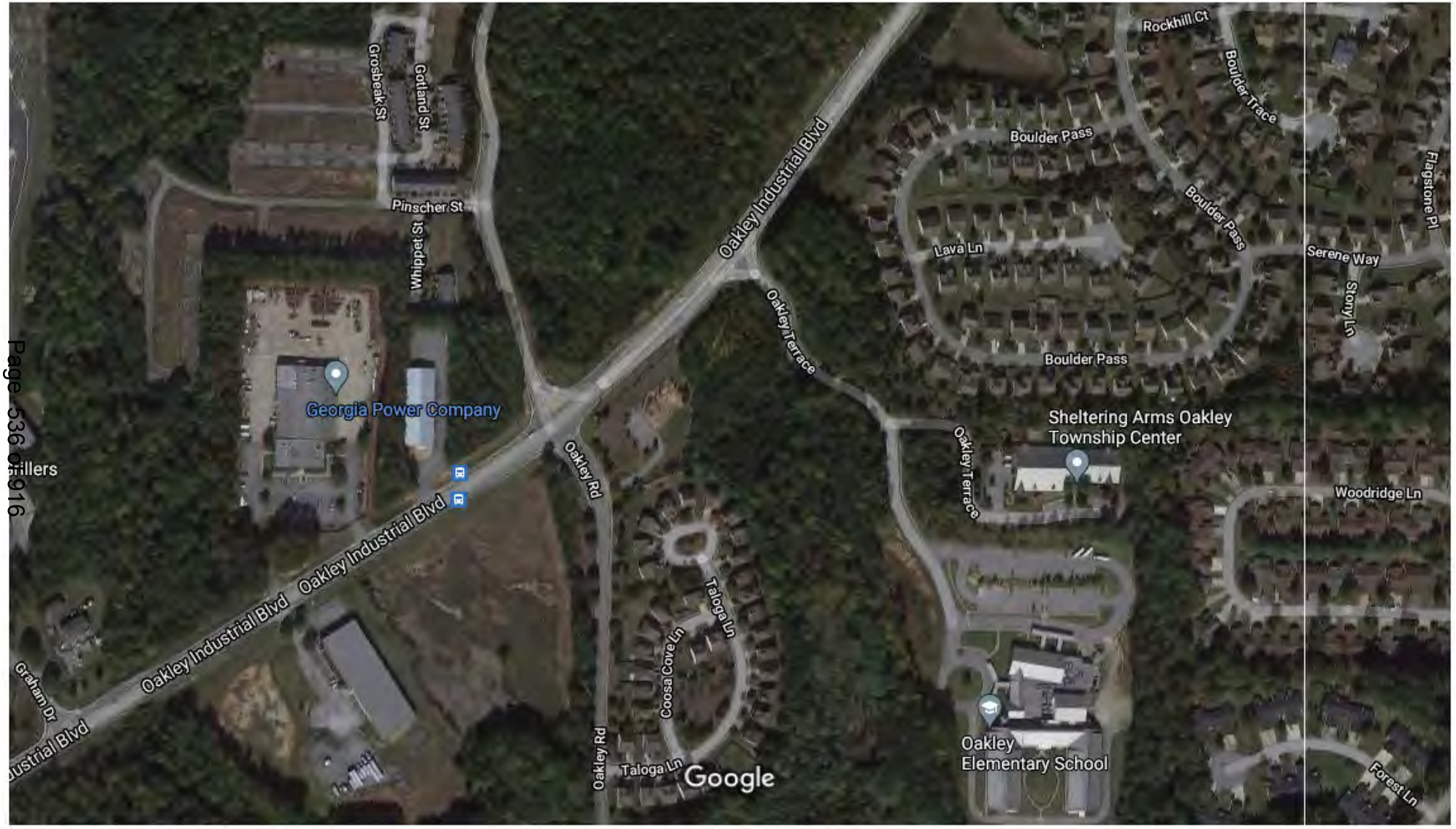
PLANNING COMMISSION RECOMMENDATION

At the July 20th Planning Commission meeting, the board recommended denial of all items.

PREPARED BY: Marissa Jackson, Planner, and Nathan Mai-Lombardo, Planning and Zoning Administrator

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

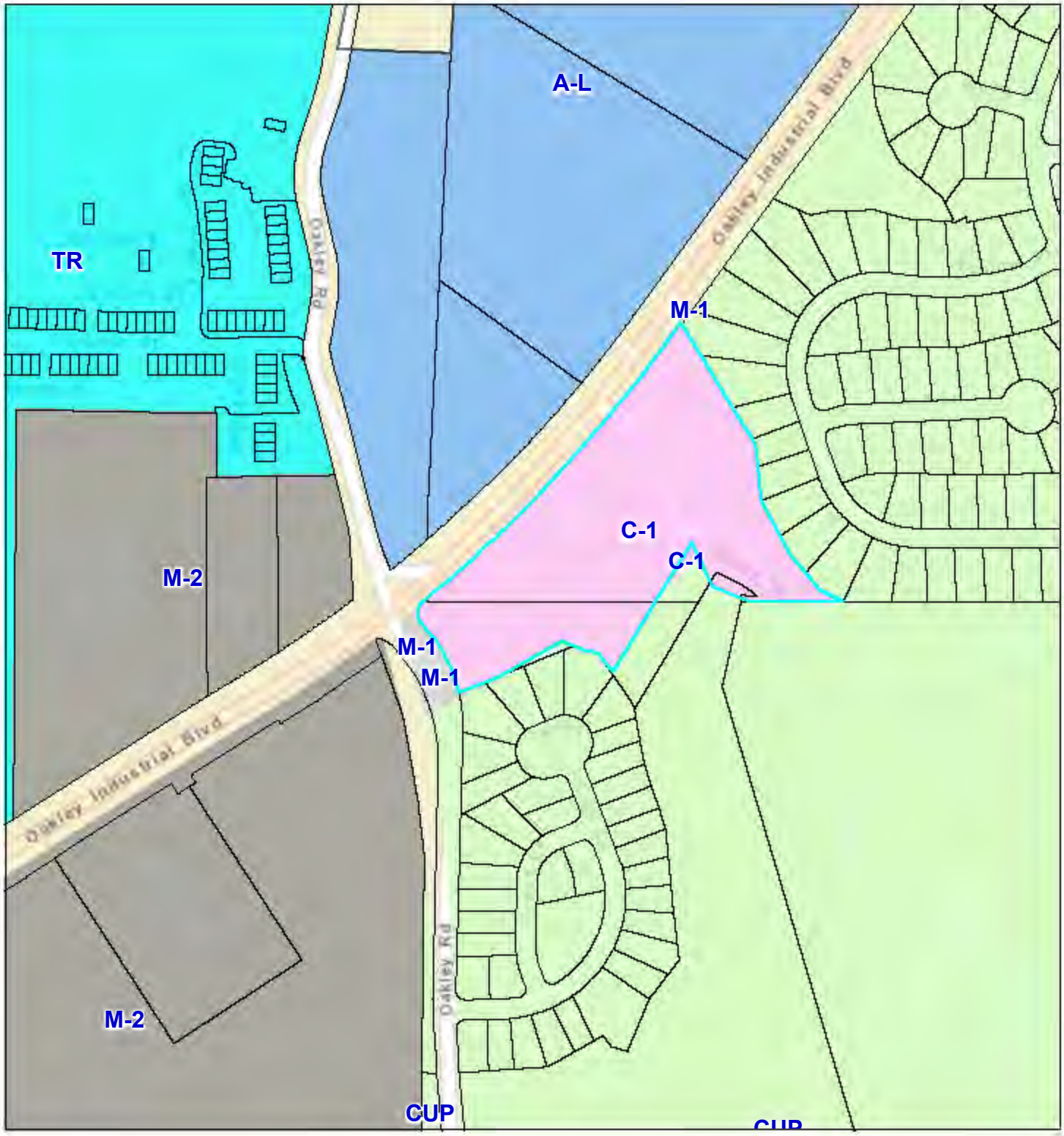
Google Maps



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 200 ft

City of South Fulton I August 24, 2021

COSF ArcGIS Web Map



5/7/2021, 2:53:09 PM

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

City Limits

Tax Parcels from County

Current Zoning

A-L (Apartment Limited Dwelling)

C-1 (Limited Commercial)

CUP (Community Unit Plan)

M-1 (Light Industrial)

M-2 (Heavy Industrial)

TR (Townhouse Residential)

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

COSF ArcGIS Web Map



5/7/2021, 2:54:02 PM

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City Limits

Tax Parcels from County

2035 Future Land Use

Industrial Zone

Suburban II Neighborhood

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

CONCEPT PLAN DISCLAIMER:

1. THE CONCEPT REPRESENTED HEREIN ENTRIES A SCHEMATIC DESIGN REGULATING FROM LAYOUT PREFERENCES IDENTIFIED BY THE CLIENT COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REGULATIONS. THE FEASIBILITY OF THIS PLAN WITH RESPECT TO OBTAINING CITY, COUNTY, STATE AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION OF THE SITE AND VERIFICATION OF THE ZONING ORDINANCES AND DEVELOPMENT REGULATIONS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION OF THE CONDITIONS SHOWN HEREON ARE BASED UPON AVAILABLE INFORMATION THAT WAS SUPPLIED AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON THE AVAILABILITY OF ADDITIONAL INFORMATION.
2. THIS CONCEPT PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON AVAILABLE INFORMATION THAT WAS SUPPLIED AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON THE AVAILABILITY OF ADDITIONAL INFORMATION.
3. THIS CONCEPT PLAN WAS PREPARED WITHOUT BENEFIT OF A CURRENT SURVEY, OR ARBORIST REPORT. THE LOCATION OF ANY JURISDICTIONAL WATERS, WETLANDS, GEOTECHNICAL AND/OR ENVIRONMENTAL INVESTIGATION, JURISDICTIONAL DELINEATION, UNDERGROUND UTILITIES AND/OR SPECIMEN TREES HAS NOT BEEN TAKEN INTO ACCOUNT.

SITE SUMMARY

SITE AREA	
SITE AREA:	7.34 ACRES
TOTAL TOWNHOME LOTS:	34
ZONING CLASSIFICATION	
JURISDICTION:	CITY OF SOUTH FULTON, GA
CURRENT ZONING:	C-1
PROPOSED RZ-ZONING:	TR (TOWNHOUSE RESIDENTIAL DISTRICT)
BUILDING SETBACKS	
FRONT SETBACK:	40' PERIMETER / 20' INTERIOR
SIDE SETBACK:	30' PERIMETER (ADJACENT TO INTERIOR LINE)
7' INTERIOR (ADJACENT TO INTERIOR LINE) - 14' BLDG SEPARATION	
15' INTERIOR (ADJACENT TO STREET)	
40' PERIMETER (ADJACENT TO STREET)	
REAR SETBACK:	30' PERIMETER / 20' INTERIOR
MIN LOT SIZE:	2,000 SQ FT
MIN HEATED FLOOR AREA (PER UNIT):	1,100 SQ FT
MIN LOT WIDTH:	20'
MIN LOT DEVELOPMENT FRONTAGE:	35'
MAX BUILDING HEIGHT:	40'
SETBACKS AND ROOF LINES TO BE VARIED BY AT LEAST 2 FEET	
PARKING SPACES:	REQ'D: 68 / PROVIDED: 68
LANDSCAPE STRIPS & BUFFERS	
FRONT LANDSCAPE STRIP:	40'
SIDE CORNER LANDSCAPE STRIP:	30'
REAR BUFFER:	40'
SIDE BUFFER:	20'

GENERAL SITE NOTES:

1) ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS SPECIFIED OTHERWISE.
2) ALL TREES SHALL HAVE PROPER PROTECTION DURING CONSTRUCTION UNLESS APPROVED PLANS INDICATE OTHERWISE.
3) FLOOD PLAIN IS NOT PRESENT ON THIS SITE AS SHOWN ON THE FEMA FIRM MAP NUMBER 13121C0172F, DATED 09/18/2013
4) THE OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK INCLUDING, STORM DRAINAGE, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.
5) THERE NO MAJOR OVERHEAD OR UNDERGROUND ELECTRICAL OR PERTROLEUM TRANSMISSION/CONVEYANCE LINE LOCATED WITHIN THIS SITE.

LOCATION MAP

NOT TO SCALE

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by LeCraw Engineering, Inc. shall be without liability to LeCraw Engineering, Inc. Copyright LeCraw Engineering, Inc. 2021

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PREPARED IN THE OFFICE OF
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DULUTH, GA 30096
PHONE: 678.546.6100
FAX: 770.232.0031
WWW.LECRAWENGINEERING.COM
PE#0001769

REV #	DATE	DRAWN BY	CHECKED BY

CLIENT
DR HORTON, INC.
8800 ROSWELL RD.; BLDG. B, STE. 100, SANDY SPRINGS, GA 30350

PROJECT
OAKLEY - TOWNHOMES
SEC OF OAKLEY RD. & OAKLEY INDUSTRIAL BLVD.
LAND LOTS 42 & 57, DISTRICT 9F
CITY OF SOUTH FULTON, GEORGIA

SEAL:

PRELIMINARY FOR ZONING APPROVAL ONLY

DESIGN TEAM:

DRAWN BY:	LEI
DESIGNED BY:	LEI
REVIEWED BY:	JSW

SCALE & NORTH ARROW:

NORTH ARROW

SCALE: 1" = 50'
0 25 50 100

JOB #: 1031155
DATE: 2021-03-22

ZONING SITE PLAN

CS-1

D·R·HORTON
America's Builder




Medforde "B"


Newark "A"

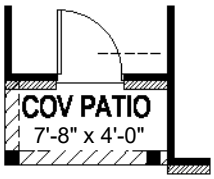

Medforde "C"


Newark "B"

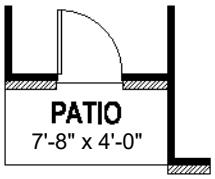

Medforde "A"


Newark "C"

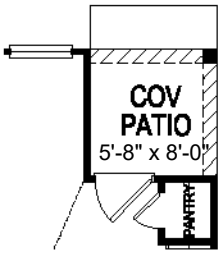
The Medforde



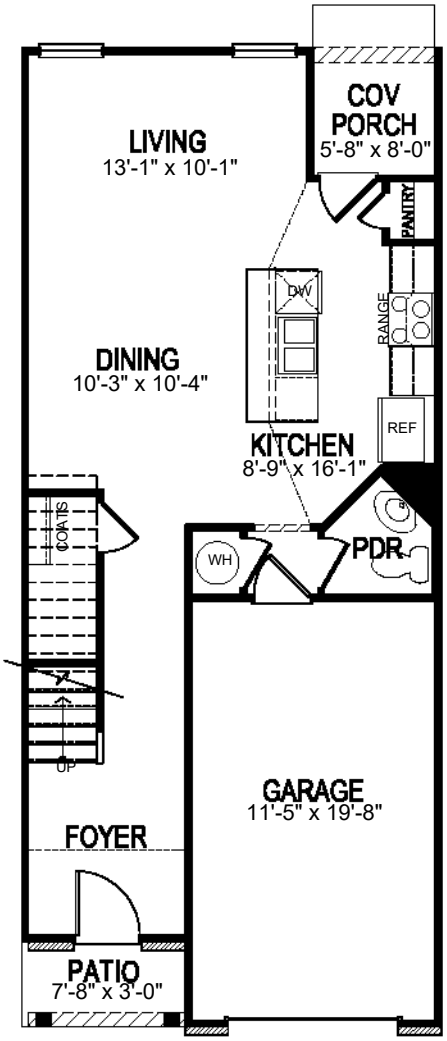
1st Floor Covered Patio
End Unit Condition



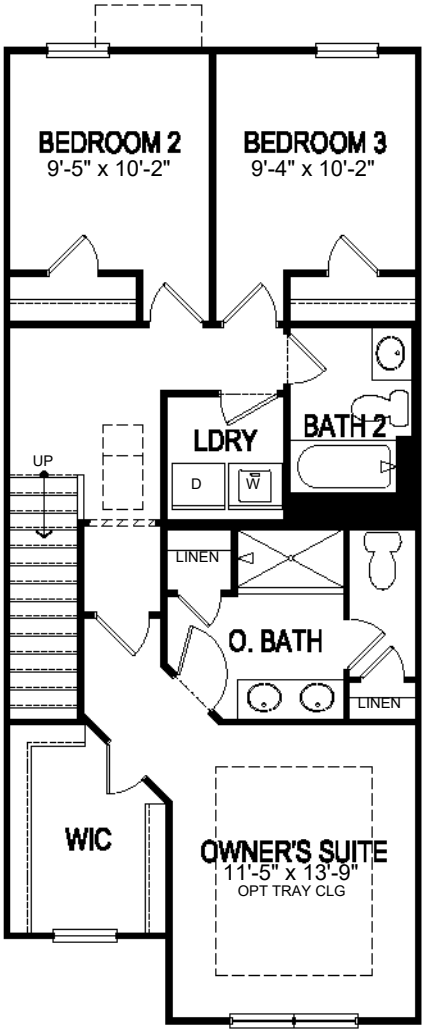
1st Floor Patio
at Elevation B
End Unit Condition



1st Floor Covered Patio
End Unit Condition



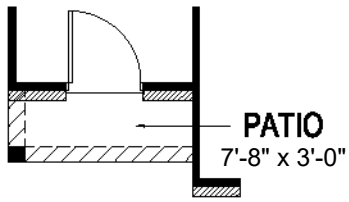
FIRST FLOOR



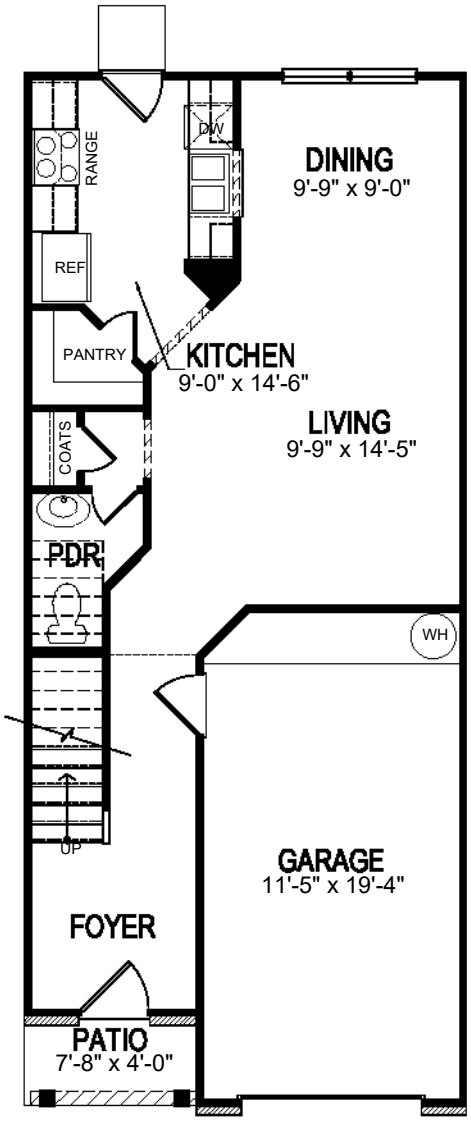
SECOND FLOOR

Home and community information, including pricing, included features, terms, availability and amenities, are subject to change and prior sale at any time without notice or obligation. Pictures, photographs, features, colors and sizes are approximate for illustration purposes only and will vary from the homes as built. See a Sales Representative for more information.

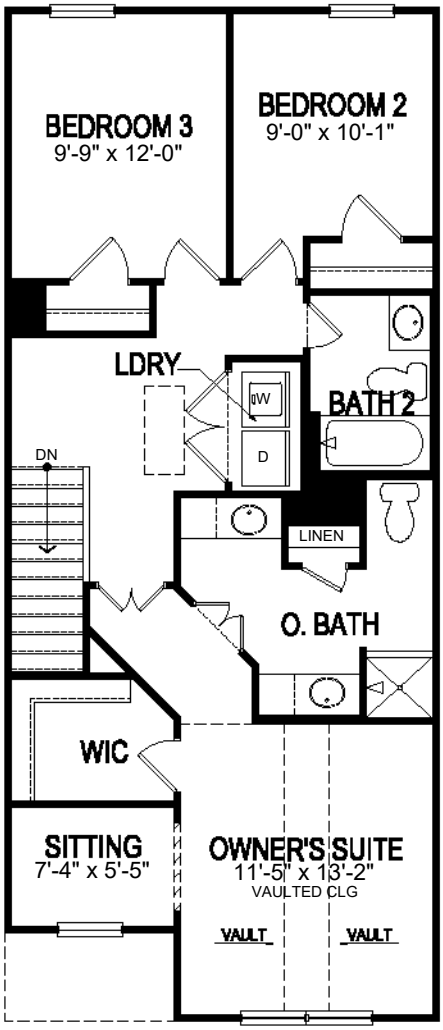
The Newark



1st Floor Patio
End Unit Condition



FIRST FLOOR



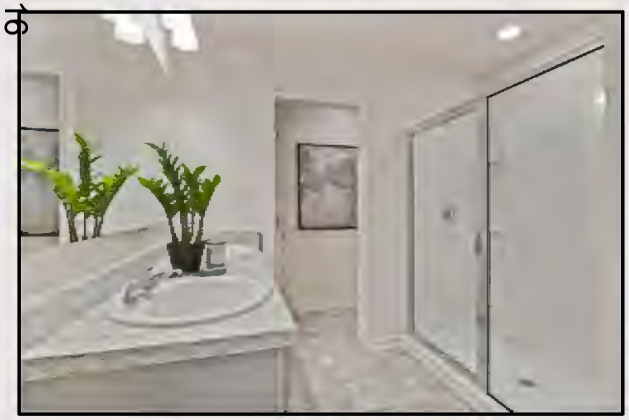
SECOND FLOOR

Home and community information, including pricing, included features, terms, availability and amenities, are subject to change and prior sale at any time without notice or obligation. Pictures, photographs, features, colors and sizes are approximate for illustration purposes only and will vary from the homes as built. See a Sales Representative for more information.

Housing Product – Union Pointe, Union City











Housing Product – Chastain Park, Newnan











PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Michelle Macauley for DR Horton, Inc. Petition No. Z21-006

Date: May 26, 2021

1. The following parties were notified of the requested variances:

117 parties were notified via mail, with 48 individual participating in the Zoom meeting.

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

The meeting was held via Zoom on May 25, 2021 at 6:00 p.m.

3. The following issues and concerns were expressed:

See attached report for list of concerns and issues that were expressed.

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

See attached report for applicant's response to issues and concerns.

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.

LECRAW ENGINEERING

May 26, 2021

Public Participation Plan Report Form E
Re: Application of DR Horton, Inc to request rezoning of property located at 0 Oakley Road.

1. 117 parties were notified by mail, with 48 individuals having participated in the Zoom meeting.

2. The meeting was held via Zoom on May 25, 2021 at 6:00 p.m.

3. Of the concerns held by the participating community members, the primary ones relate to how this new residential development will affect Oakley Township from a traffic and ownership versus rental standpoint. Oakley Industrial Boulevard is already a highly trafficked road and the residents off of Oakley Road are worried about the roadway's capacity; they hope there will be another access road to the new development. The opinion is that if traffic lights are not installed, then they will not be able to get out of their community.

   While the development of the townhomes will bring paying members into the Oakwood Township HOA, there is worry from current homeowners that these townhomes will be purchased but end up becoming rental properties. They have seen other areas become rental "sections" and do not want that to happen here. Due to this potential issue, the HOA wants to see a covenant for a rental cap to discourage investors from having such an impact.

   Among the other concerns by the participants was the appearance of the housing product. They commented that it appears low-end, like rental starter homes, and not fitting with the aesthetic of the area. The neighboring homeowners would prefer for DR Horton to consider building single-family detached homes instead. With the addition of these townhomes, this will put pressure on the community in the form of general maintenance, pests and landscaping, and the community is concerned that the HOA fees will go up as well.

   The community members would like to see what other alternatives could be proposed for the lot, such as a park or multi-use trail, and what concessions could be made by the developer.

4. In response to the above comments, it was observed that there should be another meeting prior to the June 15th CZIM meeting, possibly with the HOA Board to discuss the development proposal further. Regarding the remarks on traffic congestion, it was noted that comments would need to be received from the City of South Fulton's Engineering Department to confirm what would be required. As comments were made that it appeared that not enough research was done regarding the subject property and surrounding area, it was explained that the purpose of this meeting was to receive comments from community members so that any concerns, unease and thoughts regarding this development could be relayed to DR Horton.

Fulton County Schools
Where Students Come First

Rezoning Impact Statement

5/28/2021

PETITION: **OAKLEY TOWNSHIP**

JURISDICTION: South Fulton

Proposed Residential Units

Single-family detached	Townhouses	Apartments	Condominiums
0	34	0	0

HOME SCHOOL	PROJECTED BASELINE ENROLLMENT [A]	GADOE CAPACITY	EST. # NEW FCS STUDENTS GENERATED	PROJECTED UNDER/OVER CAPACITY [B] WITHOUT DEV	PROJECTED UNDER/OVER CAPACITY [B] WITH DEV
Oakley ES	665 to 707	875	1 to 16	-210 to -168	-210 to -152
Bear Creek MS	1,050 to 1,114	1,075	2 to 10	-25 to 39	-23 to 49
Creekside HS	1,667 to 1,771	1,900	4 to 14	-233 to -129	-229 to -115
TOTAL			7 to 40		Insufficient historical data to run report?: ☐

HS REGION: Creekside HS

	AVERAGE - 1 STD DEV		AVERAGE + 1 STD. DEV.	
One single-family detached unit generates:	0.024944	to	0.468866	*elementary school students*
	0.014178	to	0.141218	*middle school students*
	0.055915	to	0.246061	*high school students*
One townhouse unit generates:	0.023443	to	0.484133	*elementary school students*
	0.064227	to	0.308501	*middle school students*
	0.105754	to	0.407882	*high school students*
One apartment unit generates:	0.015226	to	0.116806	*elementary school students*
	0.000000	to	0.035671	*middle school students*
	0.002260	to	0.068718	*high school students*
One condominium unit generates:		to		*elementary school students*
		to		*middle school students*
(Note: Empty/null values indicate insufficient historic data)		to		*high school students*

[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 stduents 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.***

City of South Fulton I August 24, 2021

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: March 23, 2021

TAX PARCEL IDENTIFICATION NUMBER(S): _____

SECTION I — REZONING REQUEST

Office use only:
ZONING CASE #: _____ ROAD FRONTAGE: _____

PROPERTY ADDRESS (if available): 0 Oakley Road

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

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:

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

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Z21-006

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.**

D.R. HORTON, INC. By Bruce A. Rippen
TYPE OR PRINT OWNER'S NAME

8800 Roswell Rd B-100
ADDRESS

Sandy Springs GA 30327
CITY & STATE ZIP CODE

OWNER'S SIGNATURE

(770) 730-7900
PHONE NUMBER

BARippen@DRHorton.com
EMAIL ADDRESS

Sworn to and subscribed before me this the
22nd Day of MARCH 20 21

NOTARY PUBLIC

FLORA JEAN SMITH NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 16, 2022

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").**

TYPE OR PRINT PETITIONER'S NAME

ADDRESS

CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

PHONE NUMBER

EMAIL ADDRESS

Sworn to and subscribed before me this the
____ Day of ____ 20____

NOTARY PUBLIC

SECTION V **ATTORNEY / AGENT**

Check One: [ ] Attorney [X] Agent

Michelle Macauley
TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

LeCraw Engineering, 3475 Corporate Way, Ste A
ADDRESS

Duluth, GA 30096
CITY & STATE ZIP CODE

Michelle Macauley
PETITIONER'S SIGNATURE

Michelle.Macauley@lecraweng.com
EMAIL ADDRESS

404-784-1049
PHONE NUMBER

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Z21-006

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: November 9, 2020

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: Michelle Macauley Date: 3/23/2021

Applicant printed name: Michelle Macauley

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Z 21-006

LECRAW ENGINEERING

March 23, 2021

Shayla Reed
Director
Community Development and Regulatory Affairs Department
City of South Fulton
5440 Fulton Industrial Blvd
Atlanta, GA 30336

LETTER OF INTENT: Oakley Township Outparcel Rezoning

Dear Ms. Reed:

On behalf of our client, D.R. Horton, Inc I am submitting this Letter of Intent to request rezoning of 7.34 acres comprised of two parcels 09F120000420126 and 09F120200570373 (collectively, the "Subject Property". As a result of the positive comments received during the November 9th Pre-Application meeting, DR Horton has decided to proceed forward with the request to rezone the Subject Property from the current Community Business (C-1) zoning to Townhouse Residential (TR) for the purpose of developing 34 single-family attached townhomes at a density of 4.6 units to the acre.

The Subject Property is undeveloped with the exception of a monument sign for Oakley Township, a surface parking area that was built for a sales center, curb cuts and driveway aprons for the proposed road serving the townhomes and a private roadway serving Oakley Elementary School.

The development of townhomes on this Subject Property is consistent with intent of the TR District:

- Located within walking distance to the Oakley Township amenity area which includes a swimming pool, basketball court and a playground. Section 206.02 (k)(1).
- Adjacent to single-family areas. Section 206.02 (k)(2).
- Provides a transition between single family areas and nonresidential areas. Section 206.02 (k)(3).
- Located approximately ½ mile from the retail shopping area on Jonesboro Road in the City of Union City. Section 206.02 (k)(4).
- Encourages home ownership. Section 206.02 (k)(5).

The Subject Property, however, is uniquely burdened in shape due to the existing stream, wetlands and existing private access easement which bisects the property. Literal enforcement of the provisions of the City of South Fulton Ordinances would create an unnecessary hardship on the Subject Property. To provide relief from these hardships, DR Horton is seeking the following concurrent variances:

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3475 CORPORATE WAY · SUITE A · DULUTH, GA 30096 · 678.546.8100
WWW.LECRAWENGINEERING.COM

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- Increase the number of dwellings allowed per single building from 8 to 12. Section 404.02(a).
- Allow public street and detention pond wall to encroach in the required 25 ft side zoning buffer. Section 405(b).
- Allow public street and detention pond wall to encroach in the required 10 ft improvement setback. Section 405(c)F.
- Allow detention pond to encroach within the 75 ft stream buffer 25 ft impervious setback. Unified Stream Buffer Protection Ordinance 14-7004(a).

Approval of the concurrent variances, will alleviate the unnecessary hardship and allow the property to be developed without detriment to the public.

As will be presented in the Environmental Site Analysis and Impact Analysis, this rezoning request with concurrent variances is consistent with the intent of the TR Zoning District and the Suburban II Neighborhood Character area. Approval of this request will allow this property to be developed with townhomes in harmony with the general purpose and policies of the City of South Fulton Zoning Ordinance and the 2035 Comprehensive Plan.

Sincerely,

Michelle Macauley

Michelle Macauley

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Fil. d Book 31699 Pg 145
and Recorded Jan-22-2002 10:41am
2002-0022420
Real Estate Transfer Tax $810.90
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

---------- [Space Above This Line For Recording Data] ----------

RETURN DOCUMENT TO:
GREENFIELD, BOST & KLIROS, P.C.
Alex C. Kliros, Esq.
990 Hammond Drive, Suite 650
Atlanta, Georgia 30328

AFTER RECORDING RETURN TO
GEORGE C. CALLOWAY, ESQ.
SPECIALIZED TITLE SERVICES, INC.
8133 PEACHTREE DUNWOODY ROAD, NE
ATLANTA, GA 30328
(770) 394-7000 STS FILE NO. 1165.178

STATE OF GEORGIA
COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE, made this 9 day of January, 2002, between **WILLIAM A. DUPRE, III, RHODES L. PERDUE and VERNON D. GRIZZARD** ("Grantor"), and **D. R. HORTON, INC., a Delaware corporation** ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, administrators, executors, personal representatives, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, 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 Grantee the following described real property together with all buildings, fixtures, mechanical, electrical, plumbing and other systems, and other improvements located thereon, and all alleys, easements, rights and licenses appurtenant thereto (hereinafter collectively referred to as the "Property"):

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 57, 9F District, Fulton County, Georgia, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference.

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Z21-006

This conveyance is made subject to those items set out in **Exhibit "B"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining to the only proper use, benefit and behoof of Grantee, Grantee's heirs, successors and assigns, forever, IN FEE SIMPLE.

And the said Grantor will warrant and forever defend the right and title of the Property unto Grantee, Grantee's heirs, successors and assigns, against the claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:
SWORN TO AND SUBSCRIBED
Before me this 9th day of
January, 2002

Jess B. Crawford
NOTARY PUBLIC
(NOTARY SEAL)

My commission expires:
9-19-2005
(NOTARY SEAL)

William A. DuPre III
WILLIAM A. DUPRE, III

Rhodes L. Perdue by William A. DuPre III
RHODES L. PERDUE, by William A. Dupre, III,
as his attorney-in-fact as per Power of Attorney
dated December 21, 2001

Vernon D. Grizzard by William A. DuPre III
VERNON D. GRIZZARD, by William A. Dupre, III,
as his attorney-in-fact as per Power of Attornrey
dated December 21, 2001

Hannah Chambley
witness
HANNAH Chambley
PRINT

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Z21-006

Deed Book 31699 Pg 147

EXHIBIT "A"

PARCEL 1

All that tract or parcel of land lying and being in Land Lots 57 and 62 of the 9th District of formerly Fayette, now Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the southerly side of the right-of-way of Jonesboro Road (also known as State Route 138) where the same is intersected by the line dividing Land Lots 61 and 62 of said 9th District, and running thence south 11 minutes 40 seconds west along the line dividing said Land Lots 61 and 62, 215.8 feet to an iron pin at the corner common to Land Lots 57, 58, 61, and 62 of said 9th District; thence south 1 degree 3 minutes 50 seconds west along the line dividing said Land Lots 57 and 58, 1,475.1 feet to an iron pin; thence south 2 degrees 21 minutes 30 seconds west along the line dividing said Land Lots 57 and 58, 1,505.2 feet to an iron pin at the corner common to Land Lots 41, 42, 57, and 58 of said 9th District; thence north 89 degrees 35 minutes west along the line dividing said Land Lots 42 and 57, 1,439.5 feet to a concrete monument; thence north 2 degrees 50 minutes east, 1,294.2 feet to an iron pin; thence north 3 degrees 23 minutes 30 seconds east, 201.3 feet to an iron pin; thence north 1 degree 56 minutes east, 349.8 feet to an iron pin; thence north 18 minutes 30 seconds west 1,037.7 feet to the southerly side of the right-of-way of Jonesboro Road (also known as State Route 138); thence north 80 degrees 42 minutes 30 second east along the southerly side of the right-of-way of Jonesboro Road, 114.01 feet to a right-of-way monument; thence north 64 degrees 13 minutes 20 seconds east along the southeasterly side of the right-of-way of Jonesboro Road, 122.53 feet to a right-of-way monument; thence in a northeasterly direction along the southeasterly side of the right-of-way of Jonesboro Road, 113.16 feet to an iron pin, (the chord measurement of which is north 61 degrees 41 minutes 10 seconds east, 113.12 feet); thence north 58 degrees 24 minutes 50 seconds east along the southeasterly side of the right-of-way of Jonesboro Road, 193.2 feet to a right-of-way monument; thence north 31 degrees 35 minutes 10 seconds west along an offset in the right-of-way of Jonesboro Road 23.5 feet to an iron pin on the southeasterly side of the right-of-way of Jonesboro Road; thence in a northeasterly and easterly direction along the southeasterly and southerly side of the right-of-way of Jonesboro Road and following the curvature thereof, 1,295.4 feet to the POINT OF BEGINNING.

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Deed Book 31699 Pg 148

pin; thence North 64 degrees 13 minutes 20 seconds East, a distance of 122.53 feet along the Southerly side of State Route 138 to an iron pin; thence North 61 degrees 43 minutes 10 seconds East along the Southerly side of State Route 138, a distance of 113.16 feet to an iron pin; thence North 58 degrees 24 minutes 50 seconds East along the Southerly side of State Route 138, a distance of 110.30 feet to an iron pin and corner; thence South 00 degrees 18 minutes 30 seconds East, a distance of 1152.71 feet to an iron pin and corner; thence South 89 degrees 41 minutes 30 seconds West, a distance of 417.41 feet to an iron pin and corner; thence North 00 degrees 18 minutes 30 seconds West, 971.89 feet to an iron pin and corner located on the Southerly side of State Route 138 and the POINT OF BEGINNING. Said tract containing 10.00 acres.

PARCEL II

All that tract or parcel of land lying and being in Land Lots 58 and 61 of the 9th District of original Campbell now Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the southerly side of Union City-Jonesboro Road where the same is intersected by the line dividing Land Lots 61 and 62 of said 9th District, and running thence in an easterly and southeasterly direction along the southerly and southwesterly side of Union City-Jonesboro Road and following the curvature thereof 632.29 feet to the northwesterly line of the right-of-way of an access road which was conveyed by John C. Carson and Hiram S. Cochran to Fulton County by deed dated July 17, 1972, recorded in Deed Book 5649, page 265, Fulton County, Georgia Records; thence south 35 degrees 03 minutes 44 seconds west along the northwesterly line of the right-of-way of said access road 1,044.03 feet to a point on the line dividing Land Lots 57 and 58 of said 9th District; thence north 23 minutes 07 seconds west along the line dividing said Land Lots 57 and 58, 825.48 feet to an iron pin at the corner common to Land Lots 57, 58, 61, and 62 of said 9th District; thence north 28 minutes 51 seconds west along the line dividing said Land Lots 61 and 62, 214.82 feet to an iron pin at the POINT OF BEGINNING. Said tract containing 7.504 acres and is more particularly shown on plat of survey prepared by Richard T. Conner, Land Surveyor, dated January 18, 1973.

The above captioned property was conveyed by Warranty Deed from David M. Pendley to WHLT, Inc., a Georgia corporation, dated January 26, 1973, and recorded in Deed Book 5748, page 51, Fulton County Records.

Being the same property conveyed by Limited Warranty Deed from Niuna Corp. to Bessemer Securities Corporation, dated May 30, 1973, filed for record May 31, 1973, recorded in Deed Book 5831, page 331, in the Office of the Clerk of the Superior Court of Fulton County, Georgia.

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Z21-006

RECEIVED TIME JAN. 10. 3:17PM

Deed Book 31699 Pg 149

LESS AND EXCEPT from the above described property that portion thereof which was conveyed to Fulcon County, Georgia, by W. R. Cox and J. R. Eubanks by deed dated July 11, 1972, recorded in Deed Book 5638, page 533, Fulton County, Georgia Records.

The above described tract, after the conveyance by W. R. Cox and J. R. Eubanks to Fulton County as set forth above, contains 94.452 acres and is more particularly shown on Plat of Survey prepared by Delta Engineers and Surveyors, Inc., dated September 21, 1972.

The above captioned property was conveyed by Warranty Deed from George H. Johnson to One Thirty Eight Partnership, Ltd., dated November 9, 1972, and recorded in Deed Book 5699, page 74, Fulton County Records.

Being the same property conveyed by Limited Warranty Deed from Niuna Corp. to Bessemer Securities Corporation, dated May 30, 1973, and recorded in Deed Book 5831, page 328, in the office of the Clerk of the Superior Court of Fulton County, Georgia.

LESS AND EXCEPT from the above described property that portion thereof which was conveyed to Fulton County, Georgia by Bessemer Securities Corporation by deed dated September 12, 1977, and recorded in Deed Book 6807, page 336, Fulton County, Georgia Records.

LESS AND EXCEPT from the above described property that portion thereof which was conveyed to the Department of Transportation, State of Georgia, by Bessemer Securities Corporation by Right-of-Way Deed dated March 9, 1978, recorded in Deed Book 6915, page 420, Fulton County Records.

LESS AND EXCEPT from the above described property that portion thereof which was conveyed to H. Darrell Greene Enterprises, Inc. by Southfund Partners I, a Georgia General Partnership composed of John F. Smithgall and Charles Smithgall as general partners by deed recorded October 1, 1985 in deed book 9738, page 132, Fulton County, Georgia deed records and more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 57 and 62 of the 9th District, Fulton County, Georgia as shown on the survey of Koons Wood & Associates Consulting Engineers Surveyors dated September 5, 1985 and revised September 17, 1985 and being more particularly described as follows:

BEGINNING at a point on the Southerly side of State Route 138 also known as Jonesboro Road, said point being 396.60 feet from the intersection of the Easterly side of Oakley Road and the Southerly side of State Route 138, running thence North 80 degrees 42 minutes 30 seconds East along the Southerly side of State Route 138, a distance of 114.01 feet to an iron

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Z21-006

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Deed Book 31699 Pg 150

LESS AND EXCEPT from the above described property that portion thereof which was conveyed to Fulton County, Georgia by Bessemer Securities Corporation by deed dated September 12, 1977, and recorded in Deed Book 6807, page 336, Fulton County, Georgia Records.

LESS AND EXCEPT from the above described property that portion thereof which was conveyed to the Department of Transportation, State of Georgia, by Bessemer Securities Corporation by Right-of-Way Deed dated March 9, 1978, recorded in Deed Book 6915, page 420, Fulton County Records.

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PLANNING AND ZONING

Z21-006

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Deed Book 31699 Pg 151
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT "B"

1. All taxes for the year 2002, and subsequent years, not yet due and payable.

2. Right-of-Way Deed from W.R. Cox and J.R. Eubanks to Fulton County, dated July 11, 1972, filed for record August 22, 1972 in Deed Book 5638, page 533, Fulton County, Georgia records.

3. Sewer Easement from William A. Dupree [*sic*], III, Vernon D. Grizzard and Rhodes L. Perdue to Fulton County, Georgia, recorded July 21, 1987 in Deed Book 10949, page 427, aforesaid records.

4. Sewer Easement from William A. Dupre, III, Rhodes L. Perdue and Vernon D. Grizzard to Fulton County, Georgia, dated September 30, 1988, recorded November 10, 1988 in Deed Book 12038, page 83, aforesaid records.

5. Easement from William A. Dupre, III, Rhodes L. Perdue and Vernon D. Grizzard to Southern Bell Telephone and Telegraph Company, dated December 26, 1990, recorded February 4, 1991 in Deed Book 14033, page 192, aforesaid records.

6. Easement from John C. Carson and Hiram S. Cochran to Fulton County, dated July 17, 1972, recorded in Deed Book 5649, page 265, aforesaid records.

7. Easement from S.E. Morgan to Georgia Power Company dated September 7, 1949, recorded in Deed Book 2467, page 377, aforesaid records.

8. Easement from Bessemer Securities Corp. to Fulton County, dated September 12, 1977, recorded in Deed Book 6807, page 336, aforesaid records.

9. Easement from Bessemer Securities Corporation to Department of Transportation, dated March 9, 1978, recorded in Deed Book 6915, page 420, aforesaid records.

10. All matters disclosed by that certain survey prepared by Billy Ray Cheek, Georgia Registered Land Surveyor, dated April 19, 2001.

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TRACT DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOTS 42 AND 57 OF LAND DISTRICT 9F, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OAKLEY INDUSTRIAL BOULEVARD (HAVING A 100 FOOT WIDE RIGHT-OF-WAY) AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF OAKLEY ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) IF THE RIGHT-OF-WAY LINES WERE EXTENDED TO FORM A POINT OF INTERSECTION RATHER THAN A CURVE; THENCE ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF OAKLEY INDUSTRIAL BOULEVARD AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2914.79 FEET, AN ARC LENGTH OF 29.93 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 51 DEGREES 27 MINUTES 08 SECONDS EAST AND A CHORD DISTANCE OF 29.93 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF OAKLEY INDUSTRIAL BOULEVARD THE FOLLOWING THREE COURSES AND DISTANCES: CONTINUING ALONG THE CURVE TO THE LEFT HAVING A RADIUS OF 2,914.79 FEET, AN ARC LENGTH OF 166.87 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 49 DEGREES 31 MINUTES 05 SECONDS EAST AND A CHORD DISTANCE OF 166.84 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,832.12 FEET, AN ARC LENGTH OF 566.46 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 42 DEGREES 10 MINUTES 44 SECONDS EAST AND A CHORD DISTANCE OF 565.51 FEET TO A POINT; THENCE NORTH 36 DEGREES 22 MINUTES 31 SECONDS EAST A DISTANCE OF 106.90 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR); THENCE DEPARTING THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF OAKLEY INDUSTRIAL BOULEVARD SOUTH 31 DEGREES 23 MINUTES 00 SECONDS EAST A DISTANCE OF 279.11 FEET TO A POINT LOCATED ON A MANHOLE; THENCE SOUTH 85 DEGREES 13 MINUTES 56 SECONDS EAST A DISTANCE OF 125.24 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR); THENCE SOUTH 29 DEGREES 24 MINUTES 53 SECONDS EAST A DISTANCE OF 135.97 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR); THENCE SOUTH 38 DEGREES 28 MINUTES 17 SECONDS EAST A DISTANCE OF 102.93 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR); THENCE SOUTH 64 DEGREES 41 MINUTES 51 SECONDS EAST A DISTANCE OF 58.37 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 88 DEGREES 56 MINUTES 23 SECONDS WEST A DISTANCE OF 62.96 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 88 DEGREES 56 MINUTES 36 SECONDS WEST A DISTANCE OF 129.65 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 53.25 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 55 DEGREES 39 MINUTES 29 SECONDS WEST AND A CHORD DISTANCE OF 53.10 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 63 DEGREES 17 MINUTES 10 SECONDS WEST A DISTANCE OF 50.78 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR); THENCE SOUTH 31 DEGREES 15 MINUTES 34 SECONDS WEST A DISTANCE OF 383.47 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 33 DEGREES 21 MINUTES 56 SECONDS WEST A DISTANCE OF 134.21 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 78 DEGREES 01 MINUTES 50 SECONDS WEST A DISTANCE OF 56.22 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR); THENCE SOUTH 69 DEGREES 10 MINUTES 18 SECONDS WEST A DISTANCE OF 254.93 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR) ON THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF OAKLEY ROAD; THENCE ALONG THE SAIDNORTHEASTERLY RIGHT-OF-WAY LINE OF OAKLEY ROAD THE FOLLOWING THREE COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 312.00 FEET, AN ARC LENGTH OF 148.96 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 24 DEGREES 57 MINUTES 50 SECONDS WEST AND A CHORD DISTANCE OF 147.55 FEET TO A POINT; THENCE NORTH 38 DEGREES 38 MINUTES 30 SECONDS WEST A DISTANCE OF 24.28 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 46.98 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 06 DEGREES 13 MINUTES 16 SECONDS EAST AND A CHORD DISTANCE OF 42.32 FEET TO THE TRUE POINT OF BEGINNING

SAID TRACT OR PARCEL OF LAND CONTAINS 7.340 ACRES (BEING 319,738 SQUARE FEET) INCLUDING ALL EASEMENTS.

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ENVIRONMENTAL SITE ANALYSIS (ESA)
FORM A

ATTACHED SEPARATELY

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: Michelle Macauley for DR Horton, Inc Phone Number: 404-784-1049

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

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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

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ENVIRONMENTAL SITE ANALYSIS (ESA)
FORM A

ATTACHED SEPARATELY

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: Michelle Macauley for DR Horton, Inc Phone Number: 404-784-1049

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.

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   - Field observation and subsequent wetlands delineation/survey if applicable

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   - 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

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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

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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

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ENVIRONMENTAL SITE ANALYSIS (ESA)
FORM A

ATTACHED SEPARATELY

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 questious, please contact the Fulton County Office of Environmental Affairs at 404-613-0250.

ESA Revision Number: _____

Applicant: Michelle Macauley for DR Horton, Inc Phone Number: 404-784-1049

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.

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   - 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

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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

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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 environmeutally stressed communities are defiued as communities exposed to a minimum of two environmentally adverse couditions 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

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ENVIRONMENTAL SITE ANALYSIS (FORM A)

1. Conformance with the Comprehensive Plan.

The rezoning of this Subject Property is consistent with the 2035 Comprehensive Land Use Plan designation of Suburban II Neighborhood. On Page 31 of the Comprehensive Plan, TR is listed as a compatible zoning classification for Suburban II Neighborhood with appropriate land use density of 3 to 5 units per acre. The proposed density for the Subject Property is 4.6 units to the acre.

2. Environmental Impacts of the proposed project.

a. Wetlands
Per the U.S. Fish and Wildlife Service, National Wetlands Inventory the Subject Property contains acres of wetlands. As shown on the submitted zoning site plan, the proposed project has been designed to limit disturbance to the wetlands. It is understood that prior to the issuance of a Land Disturbance Permit that the developer will be required to coordinate with the Corp of Engineers.

b. Floodplain
Per the City of South Fulton GIS, the Subject Property does not contain any floodplain. No mitigation or protective implementation measures are required.

c. Stream /Stream buffers
Per the City of South Fulton GIS, the Subject Property contains a stream. The stream and the required stream buffers are shown on the submitted zoning site plan.

d. Slopes exceeding 33 percent over a 10-foot rise in elevation.
Per GIS Topography, the Subject Property contains two small sections of slopes exceeding 33 percent over a 10-foot rise in elevation. The section near the detention pond is a built slope constructed as part of a land disturbance permit to construct a detention pond. The pond was built for the planned commercial development that was never constructed. No mitigation or protective implementation measures are required. The second section of steep slopes is in a part of the development that will not be developed and therefore not impacted.

e. Vegetation
Per field observation and historic aerial photography, the Subject Property is not home to any endangered species. As part of the development of Oakley Township the Subject Property was cleared of all vegetation and graded for future development. A portion of the Subject Property was further developed for an Oakley Township Sales Center. No mitigation or protective implementation measures are required.

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f. Wildlife Species
Per field observation and historic aerial photography, the Subject Property is not home to any endangered species. As was mentioned in Section e. above, the Subject Property was cleared of all vegetation and graded for future development in 2003. No mitigation or protective implementation measures are required.

g. Archeological/Historic Sites
Per the Fulton County Historic Resources Survey, the Subject Property does not contain any archaeological or historical resources. No mitigation or protective implementation measures are required.

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?

This proposed rezoning is consistent with the intent of the TR Zoning District as it is located adjacent to single-family and is on a major thoroughfare. With the exception of the adjacent single family zoned and developed property, the Subject Property is surrounded by more intensely zoned M2 Heavy Industrial and AL Apartment-Limited zoned property. Rezoning the Subject Property to TR will allow this property to be developed with medium density residential and provide the transition that is the intent of the TR District.

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

The rezoning of this property will not negatively impact the existing use or usability of the adjacent single-family community of Oakley Township.

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

The Subject Property as currently zoned does not have a reasonable economic use. The Subject Property was rezoned from M-1 to C-1 by DR Horton in 2007 for development of a retail center. DR Horton has marketed the property for retail development since that time but a suitable buyer has not been found. As the housing market has rebounded, there is an increased demand for home ownership in the area. The development of townhomes on the Subject Property is consistent with the intent of the TR District to encourage home ownership.

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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?

This zoning proposal will not result in a use that would be a burden on the existing streets, utilities or schools.

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

The proposed zoning is consistent with Land Use Plan designation of Suburban II Neighborhood as TR is listed as a compatible zoning classification. Townhomes at this location provide a desired transition from the adjacent Industrial use and the low-density single-family detached residential.

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?

With the rebound of the housing market, there has been an increased demand for housing. This rezoning is consistent with the intent of the TR zoning district to provide additional opportunities for home ownership.

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?

This zoning proposal will not permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of the City of South Fulton.

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IMPACT ANALYSIS
FORM B

Applicant: Michelle Macauley for DR Horton, Inc

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? Impact Analysis attached separately

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.

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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) BRUCE A. RIPPEN

Signature: _____ Date: 4-22-2021

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PUBLIC PARTICIPATION PLAN
FORM D

Applicant: Michelle Macauley for DR Horton, Inc

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, Public Participation Plan and Report, of the Zoning Resolution:

The agent, on behalf of the owner, will send out notices for the proposed community meeting to those property owners identified in the property owner list generated the City of South Fulton.

2. The individuals and others listed in 1. above will be notified of the requested variance 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 by a 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 agent, on behalf of the property owner, will hold a community meeting at a convenient time at a location to be determined within proximity of the subject property.

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Attach additional sheets as needed.

Z21-006

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Michelle Macauley for DR Horton, Inc. Petition No. _____

Date: _____

1. The following parties were notified of the requested variances:

_____

_____

_____

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.

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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 √	LDRA
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	✓	x
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	✓	x
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	✓	x
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	na	?
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	na	?
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	✓	x
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	na	na
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)	✓	x
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.	na	na

RECEIVED METES & BOUNDS

APR 16 2021

PLANNING AND ZONING

Z21-006

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:	August 24, 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	8/20/2021
Z21-009 staff report FINAL FOR COUNCIL 8.24.21	Cover Memo	8/20/2021

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

FORESITE group

AUG · 17 · 2021

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:	North: AG-1 (Agricultural District) and C-1 (Limited Commercial District) South: C-2 (General Commercial District) East: C-1 (Limited Commercial District) West: R-3 (Single Family Dwelling District) and AG-1 (Agricultural District)
2035 Future Land Use Designation:	Character Type: Community Live Work Land Uses: Live-Work Neighborhood, Public, Semi-public and Institutional, Open Space Zonings: 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.

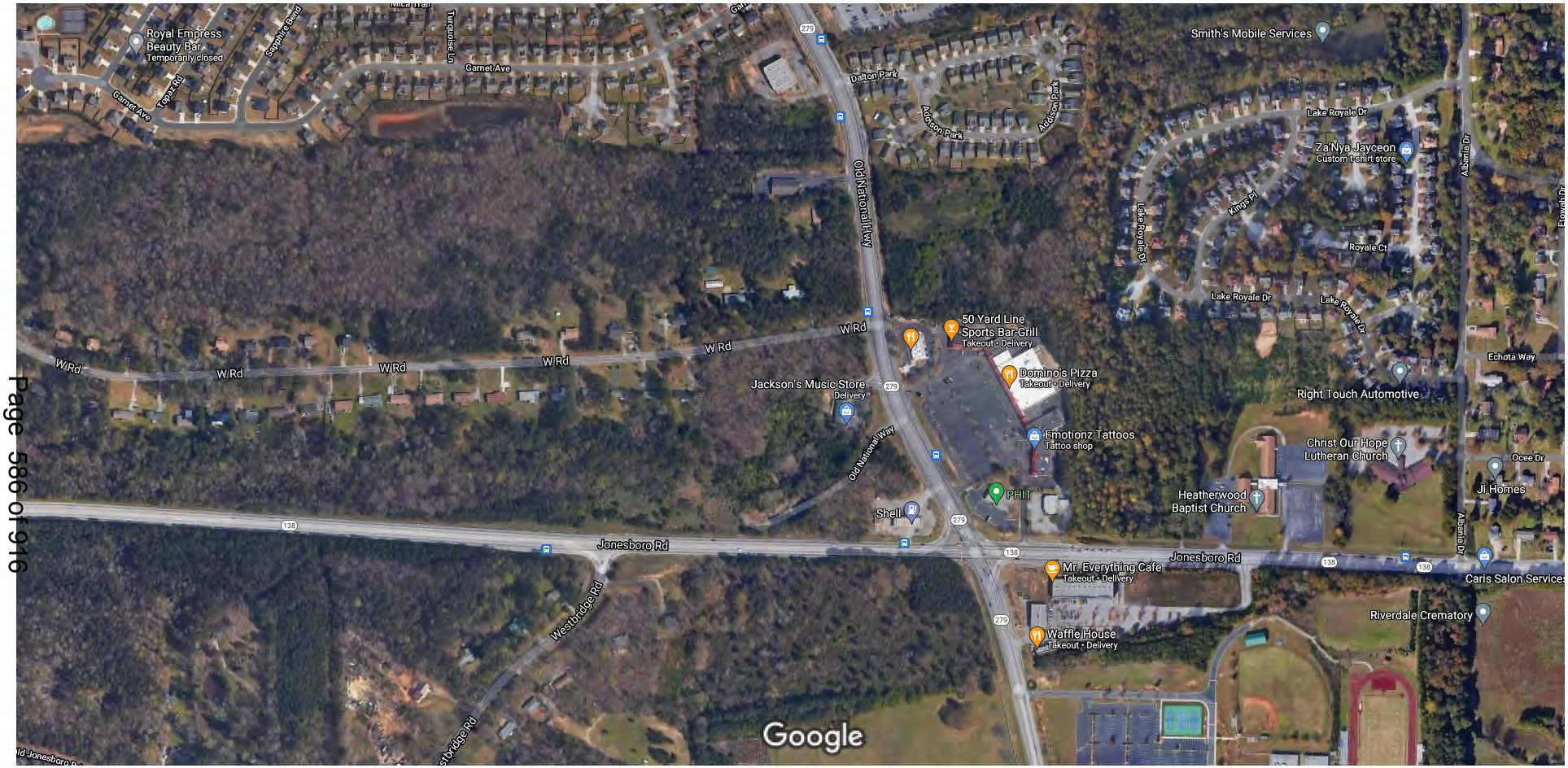
PLANNING COMMISSION RECOMMENDATION

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

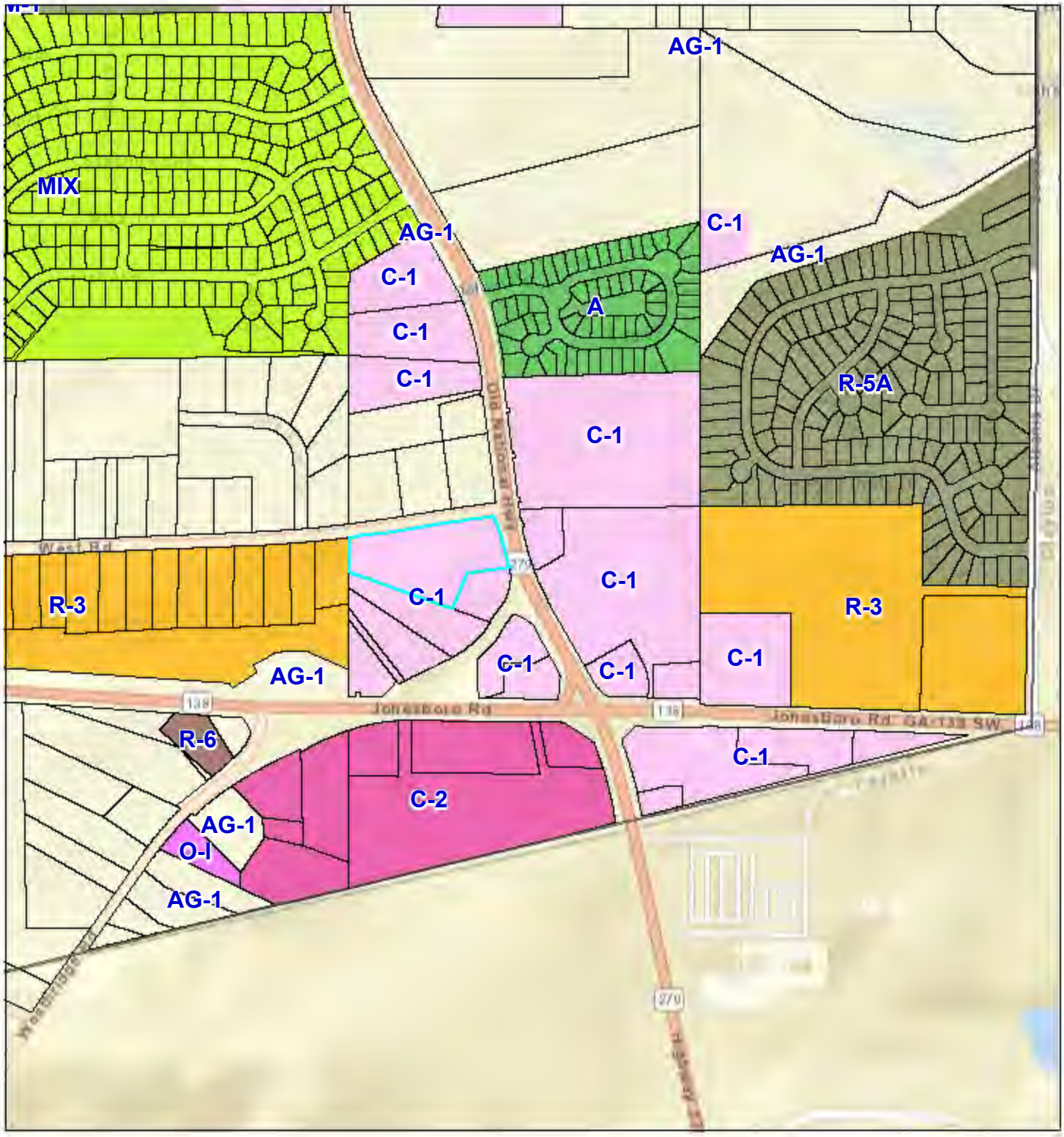
Google Maps



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 200 ft

City of South Fulton I August 24, 2021

COSF ArcGIS Web Map



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0 0.1 0.2 0.4 km

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)

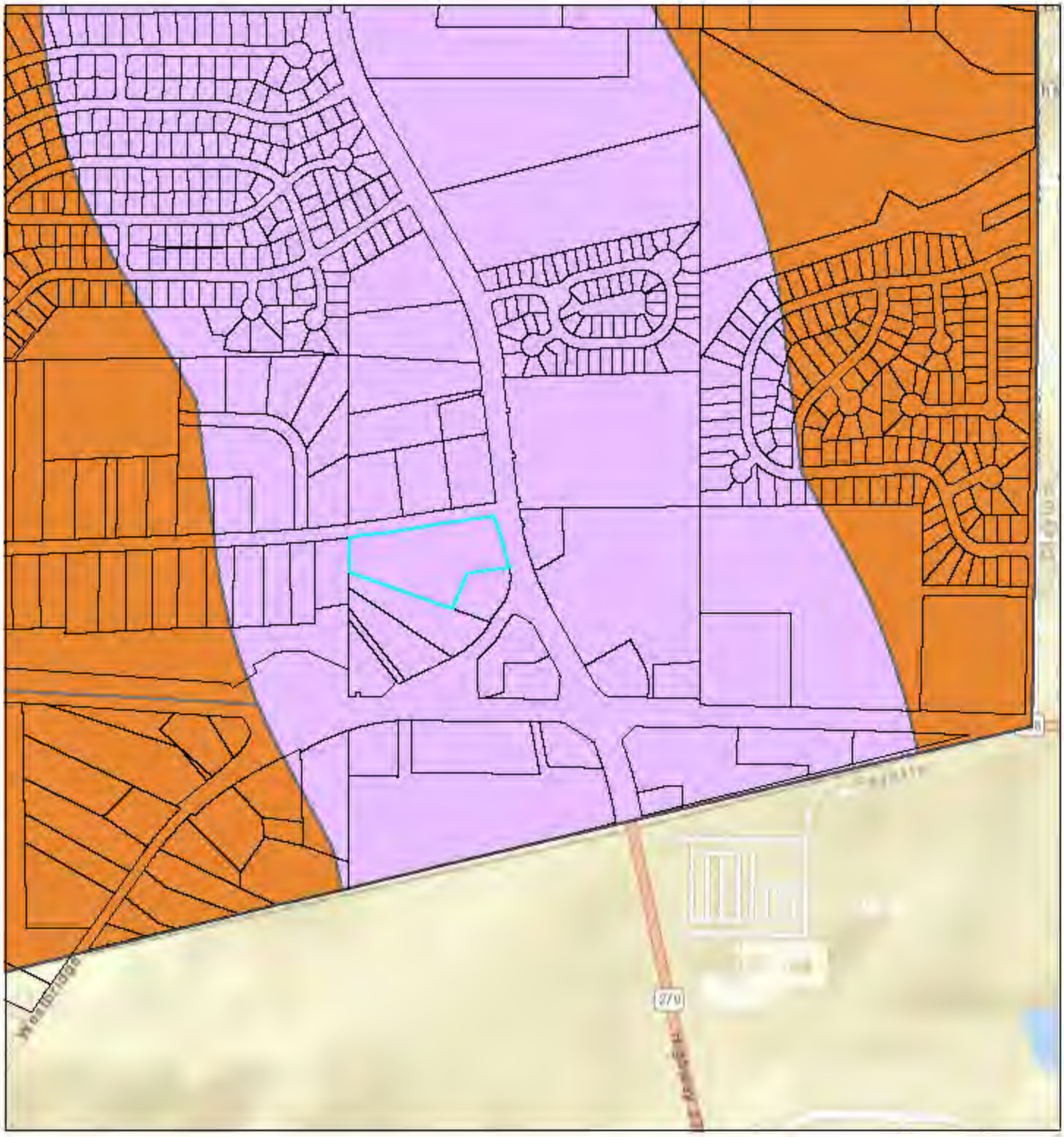
R-5A (Single Family Dwelling)

R-6 (Single Family Dwelling)

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

COSF ArcGIS Web Map



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0 0.1 0.2 0.4 km

City Limits

Tax Parcels from County

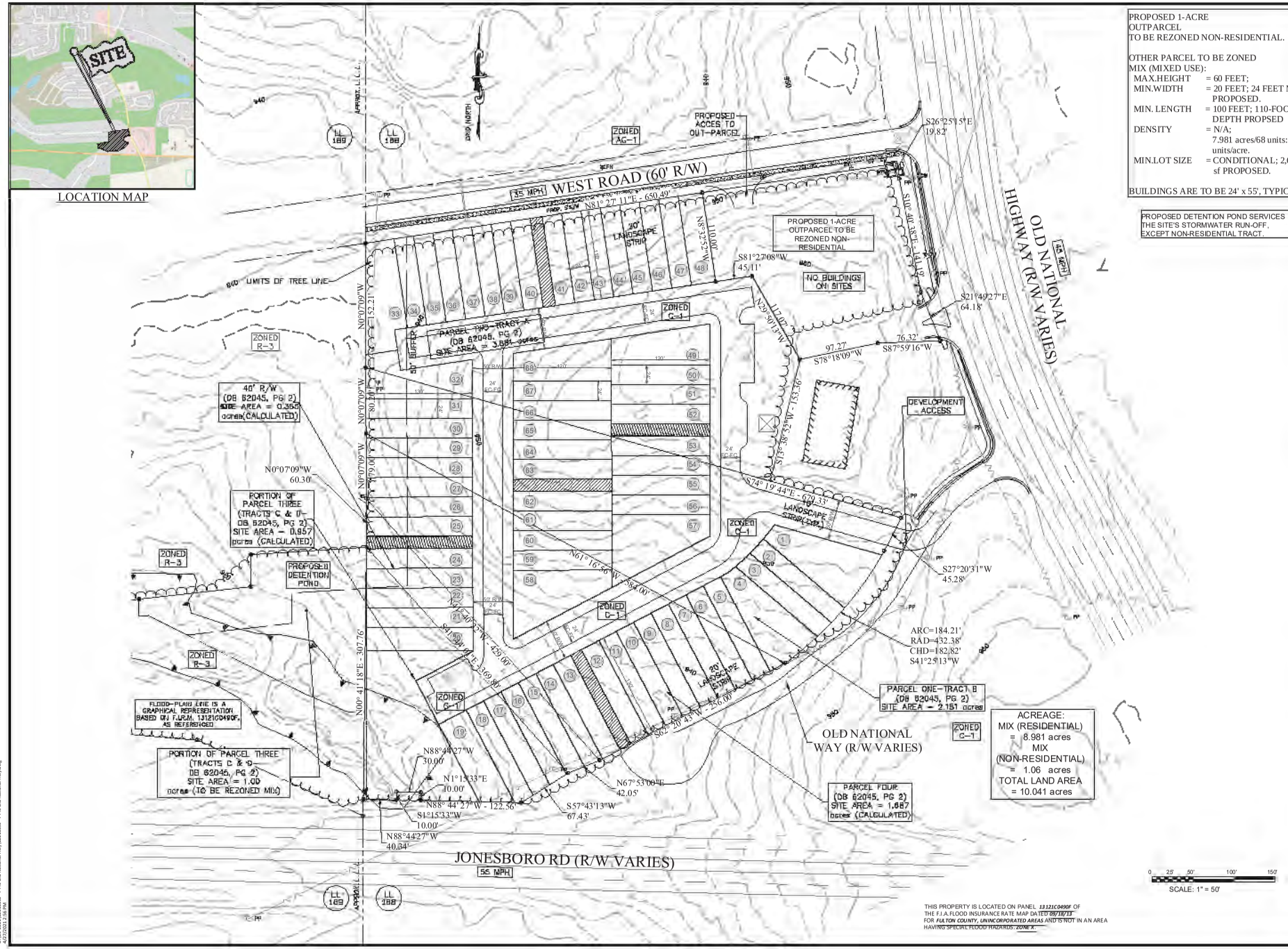
2035 Future Land Use

Community Live Work

Suburban II Neighborhood

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

Web AppBuilder for ArcGIS
City of South Fulton, GA



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; 24 FEET MIN. PROPOSED.
MIN. LENGTH	= 100 FEET; 110-FOOT DEPTH PROPSED
DENSITY	= N/A; 7.981 acres/68 units: 8.52 units/acre.
MIN.LOT SIZE	= CONDITIONAL; 2,640 sf PROPOSED.

BUILDINGS ARE TO BE 24' x 55', TYPICAL.

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

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

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

REVISIONS

NO.	DATE	DESCRIPTION
1		

REZONING PLAN

7445 OLD NATIONAL HIGHWAY
CITY OF SOUTH FULTON

PROJECT No.	221103-3
LAND LOT(S)	188, 189
DISTRICT:	13th
COUNTY:	FULTON
SCALE:	1" = 50'
DATE:	04/27/21

DRAWING NO.: RZ-1

Page 589 of 916
City of South Fulton | August 24, 2021

U:\Jobs\2021\221103-3 - 7445 Old National Hwy\221103-3 - 7445 Old National Hwy.dwg
4/27/2021 1:56 PM

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. PROPOSED
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.

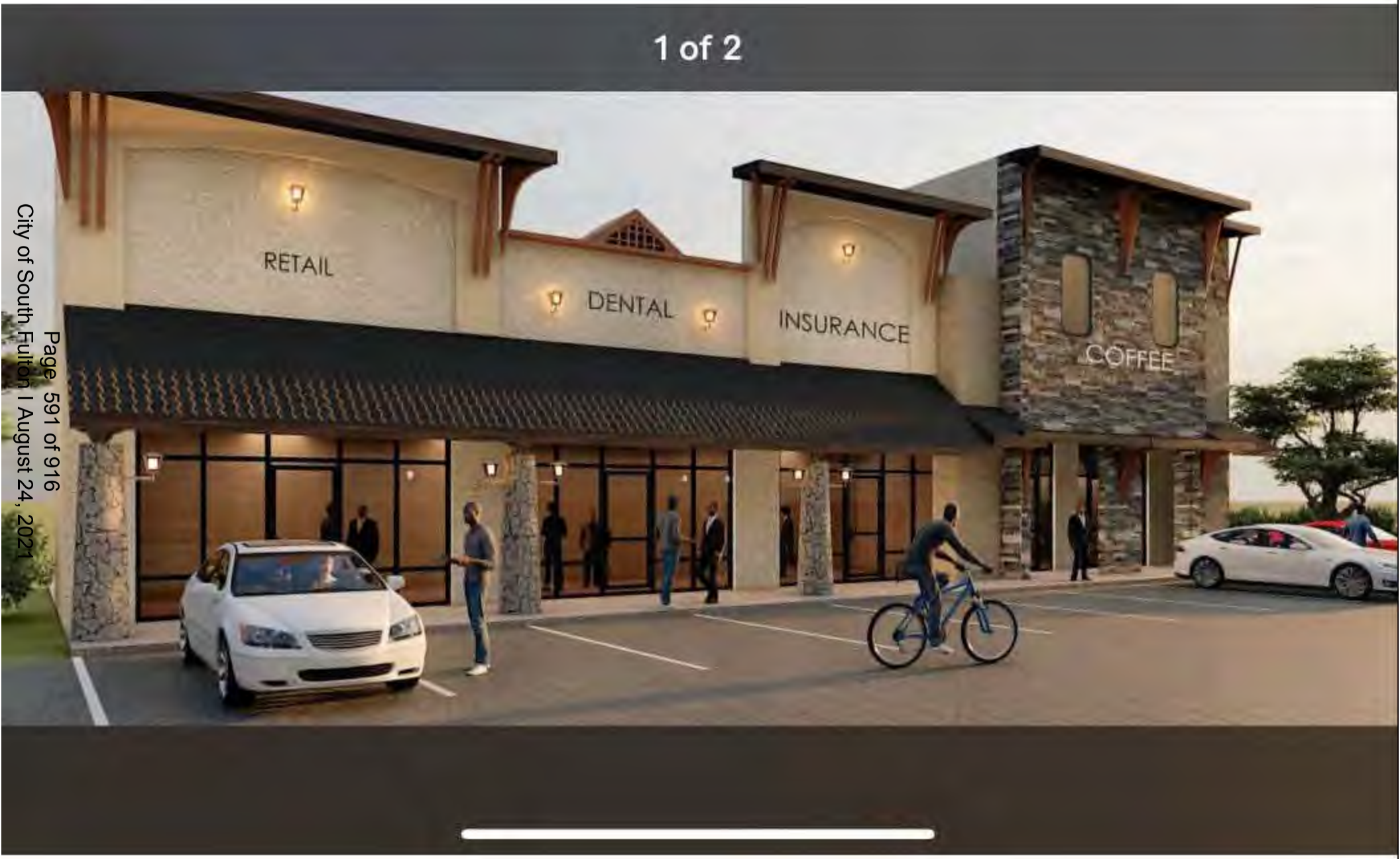


7445 OLD NATIONAL HIGHWAY - CITY OF SOUTH FULTON

REZONING PLAN

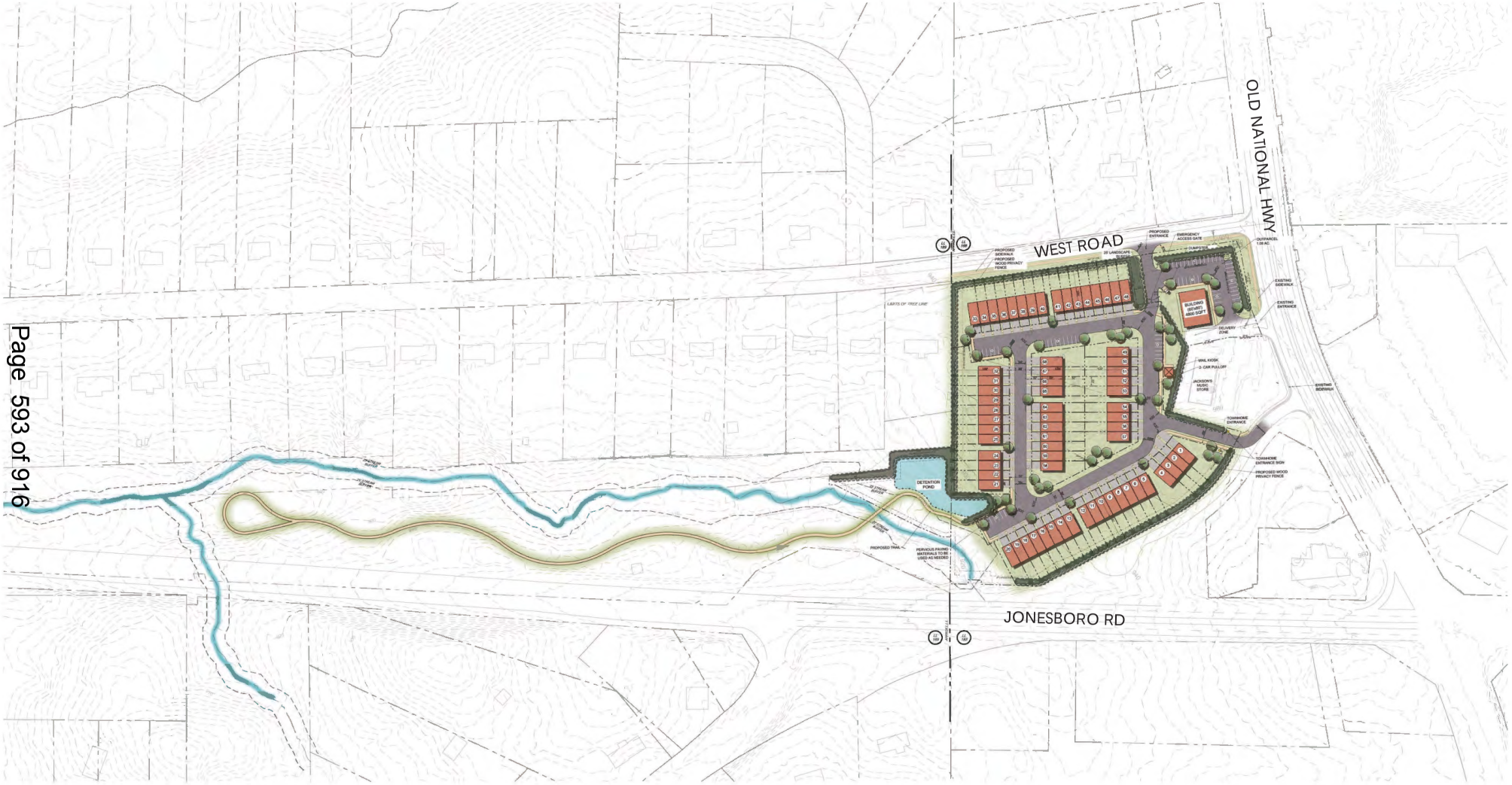
FORESITE group

AUG - 17 - 2021


1 of 2
RETAIL
DENTAL
INSURANCE
COFFEE

2 of 2





7445 OLD NATIONAL HIGHWAY - CITY OF SOUTH FULTON

TRAIL PLAN

FORESITE group

100 50 0 100

JUN · 30 · 2021

984.005



THE
TRAILS


THE
TRAILS

Fulton County Schools
Where Students Come First

Rezoning Impact Statement

5/28/2021

PETITION: Z21-009

JURISDICTION: South Fulton

Proposed Residential Units

Single-family detached	Townhouses	Apartments	Condominiums
0	69	0	0

HOME SCHOOL	PROJECTED BASELINE ENROLLMENT [A]	GADOE CAPACITY	EST. # NEW FCS STUDENTS GENERATED	PROJECTED UNDER/OVER CAPACITY [B] WITHOUT DEV	PROJECTED UNDER/OVER CAPACITY [B] 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

	AVERAGE - 1 STD DEV		AVERAGE + 1 STD. DEV.	
One single-family detached unit generates:	0.024944	to	0.468866	*elementary school students*
	0.014178	to	0.141218	*middle school students*
	0.055915	to	0.246061	*high school students*
One townhouse unit generates:	0.023443	to	0.484133	*elementary school students*
	0.064227	to	0.308501	*middle school students*
	0.105754	to	0.407882	*high school students*
One apartment unit generates:	0.015226	to	0.116806	*elementary school students*
	0.000000	to	0.035671	*middle school students*
	0.002260	to	0.068718	*high school students*
One condominium unit generates:		to		*elementary school students*
		to		*middle school students*
(Note: Empty/null values indicate insufficient historic data)		to		*high school students*

[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 stduents 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.***

City of South Fulton I August 24, 2021

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 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/meeting/register/tZYpde2gqTooGtOd3j8D6unnpoGsNnylWek

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/meeting/register/tZYpde2gqTooGtOd3j8D6unnpoGsNnylWekM

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

AVERY 8160

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

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

CHOICE TASHARD
1033 EMERSON PARK COX
PLANO TX 75093

JACKSON RALPH E
110 CATLYN CT
RIVERDALE GA 30296

12 LUV INC
1178 PRYOR ST
ATLANTA GA 30315

ADEYEFA OLAWANDE J & OLUREMI
12153 DICKSON RD
HAMPTON GA 30228

HALL SYLVIA
135 CATLYN CT
RIVERDALE GA 30296

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

EVANS SHERRY DAVIS
210 MADELINE PARK
RIVERDALE GA 30296

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

VOVOC VENTURES LLC
100 WINTERBERRY RDG
FAYETTEVILLE GA 30214

ASTON MANOR PROPERTIES LLC
1013 PLEASANCE GRV
PEACHTREE CITY GA 30269

HARDEN ALLISON K
105 CATLYN CT
RIVERDALE GA 30296

BROWN JOHNNIE E
110 DITMARS BLVD
FLUSHING NY 11369

AKINS JOYCE D
120 CATLYN CT
RIVERDALE GA 30296

BROWN KEVIN
125 CATLYN CT
RIVERDALE GA 30296

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

WURSTER MARK
130 WALTERS WAY SUITE 114
FAYETTEVILLE GA 30214

SIMS FELESSA
2188 ADDISON PARK
RIVERDALE GA 30296

JACKSON CALVIN S
2196 ADDISON PARK
RIVERDALE GA 30296

Stoneridge Property Owners Assoc., Inc
191 Devant St., Suite 905
FAYETTEVILLE GA 30215

Burnett Steele Laurie Jean & Burnett Johnson Karen LaVonne
1030 CARPENTER LN
BUCKHEAD GA 30625

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

PREWITT THERESA
115 CATLYN CT
RIVERDALE GA 30296

STANLEY JONES ROBIN
120 HICKORY PL
FAYETTEVILLE GA 30214

ROMAN NORMA & CARLOS
130 CATLYN CT
RIVERDALE GA 30296

ANDERSON JOHN F
140 TWIN OAKS BLVD
LAFAYETTE LA 70503

LAMB BENNIE CHARLES
200 MADELINE PARK
RIVERDALE GA 30296-1986

BANKS MARGARET
2193 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 KIRA
2201 ADDISON PARK
RIVERDALE GA 30296

DEMBY SHON M
2204 ADDISON PARK
RIVERDALE GA 30296

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

CLAY CHARLES E
2208 ADDISON PARK
RIVERDALE GA 30296

GAILLARD MARY R
2209 ADDISON PARK
RIVERDALE GA 30296

STRAKER JUANNE J.
2213 ADDISON PARK
RIVERDALE GA 30296

STUDSTILL 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 AMARELLE & EWING JEFFREY
2260 ADDISON PARK
RIVERDALE GA 30296

GOLDEN RAYMOND & GLADYS
2261 ADDISON PARK
RIVERDALE GA 30296

REED EDWINTA
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

RAEISGHASEM KHADIJEH & TERMEH FARHAD
2317 HOLLYRIDGE DR
MARIETTA GA 30060

AVERY 8160

PIERRE CLIFFORD SR
2335 DALTON PARK
RIVERDALE GA 30296

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

LIBURD ALDO
2350 DALTON PARK
RIVERDALE GA 30296

HOGENS LAKITHA Q
2370 GARNET AVE
RIVERDALE GA 30296

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

EASLEY TERRY G
2395 LAKE ROYALE DR
RIVERDALE GA 30296

TRICHE PATRICIA
2404 NEW WEST RD
RIVERDALE GA 30296

ROBINSON JANICE
2434 WEST RD
RIVERDALE GA 30296-1613

MANIVONG HONG & MOUN
2455 WEST RD
RIVERDALE GA 30296

SOVIRAVONG SOMLITH
2465 WEST RD
RIVERDALE GA 30296

Easy Peel® Address Labels

VOSGES JEANNE
2339 DALTON PARK
RIVERDALE GA 30296

RANGE DORIS V
2347 DALTON PARK
RIVERDALE GA 30296

SCOTT SHAMEKA KINGSON & BAKER LETHEMA IGV
2351 DALTON PARK
RIVERDALE GA 30296

COUSINS RIDLEY & CARPENTER NADINE
2378 GARNET AVE
RIVERDALE GA 30296

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

Customer Template

JONES JENNIFER
2342 DALTON PARK
RIVERDALE GA 30296

EQUITY TRUST COMPANY
235 WOODCHASE CLOSE
ATLANTA GA 30319

STEPHENS BRIDGETTE
2365 WEST RD
RIVERDALE GA 30296

DECRUZ ESME & DECRUZ DORCELIAH SONIA A
2382 GARNET AVE
RIVERDALE GA 30296

Franklin & Glenda Placencia
2389 WEST RD
RIVERDALE GA 30296

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

SAYLORS EUGENIA A EXTRX
2423 WEST RD
RIVERDALE GA 30296

WILLIAMS RUFUS L
2445 WEST RD
RIVERDALE GA 30296

April Quarterman
2465 NEW WEST RD
RIVERDALE GA 30296

SOUTH FULTON LLC
270 N JEFF DAVIS DR
FAYETTEVILLE GA 30214

AVERY 5160

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

MOST WORSHIPFUL PRINCE HALL GRAND LODGE,
630 ALBERT AVE
ATLANTA GA 30309

Mistral 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
4440 PARSON RUN
SUWANEE GA 30024

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

LUO 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 77009

MELBOURNE ISHEKA L
423 SAPPHIRE BEND
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 1 LLC
5001 PLAZA ON THE LK
AUSTIN TX 78746

ROCK 11 LLC
513 WYNCROFT WAY
MCDONOUGH GA 30253

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

DRYDEN DOUGLAS J & MARI 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 Informatio nal Meeting'

Search by name or email | Search

	Registrants	Email Address	Registration Date	
☐	April quarterman	quartermanapril@gmai l.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@g mail.com	May 16, 2021 04:56 PM	Copy

Cancel Registration | Resend Confirmation Email

< 1 >

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:

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

Z21-009

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: _____ Its Manager Date: April 14, 2021

Applicant printed name: Executive Real Estate, LLC

21-009

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

(678) 761-9560
PHONE NUMBER

atlantadiversified1@gmail.com
EMAIL ADDRESS

Sworn to and subscribed before me this the
14th Day of April 20 21
NOTARY PUBLIC

DEWAYNE N MARTIN
MY COMMISSION EXPIRES
NOTARY PUBLIC
MAY 17, 2022
FULTON COUNTY, GEORGIA

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

PETITIIONER'S SIGNATURE

(678) 761-9560
PHONE NUMBER

atlantadiversified1@gmail.com
EMAIL ADDRESS

Sworn to and subscribed before me this the
14th Day of April 20 21
NOTARY PUBLIC

DEWAYNE N MARTIN
MY COMMISSION EXPIRES
NOTARY PUBLIC
MAY 17, 2022
FULTON COUNTY, GEORGIA

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

dewayne@dnmartinfirm.com
EMAIL ADDRESS

Atlanta, GA 30308
CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

(404) 477-1282
PHONE NUMBER

Z21-009

Formal Request to Rezone 7445 Old Natioal Hwy (Assemblege) fromC-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 commercia 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 remining +/- 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 Northwesterly side of Old National Highway Three Hundred Fifteen (315) feet Northeasterly of the West line of Land Lot 188 as measured along the Northwesterly side of Old National Highway, (said point of beginning also being the intersection formed by the Northwesterly side of Old National Highway and the Northeasterly side of an unnamed 40 foot road); running thence Northeasterly along the Northwesterly side of Old National Highway, Two Hundred Fifty-Six (256) feet to Tract 2 of the J.A. Godby property; running thence Northwesterly 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 Northwesterly 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
2020-0366860
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

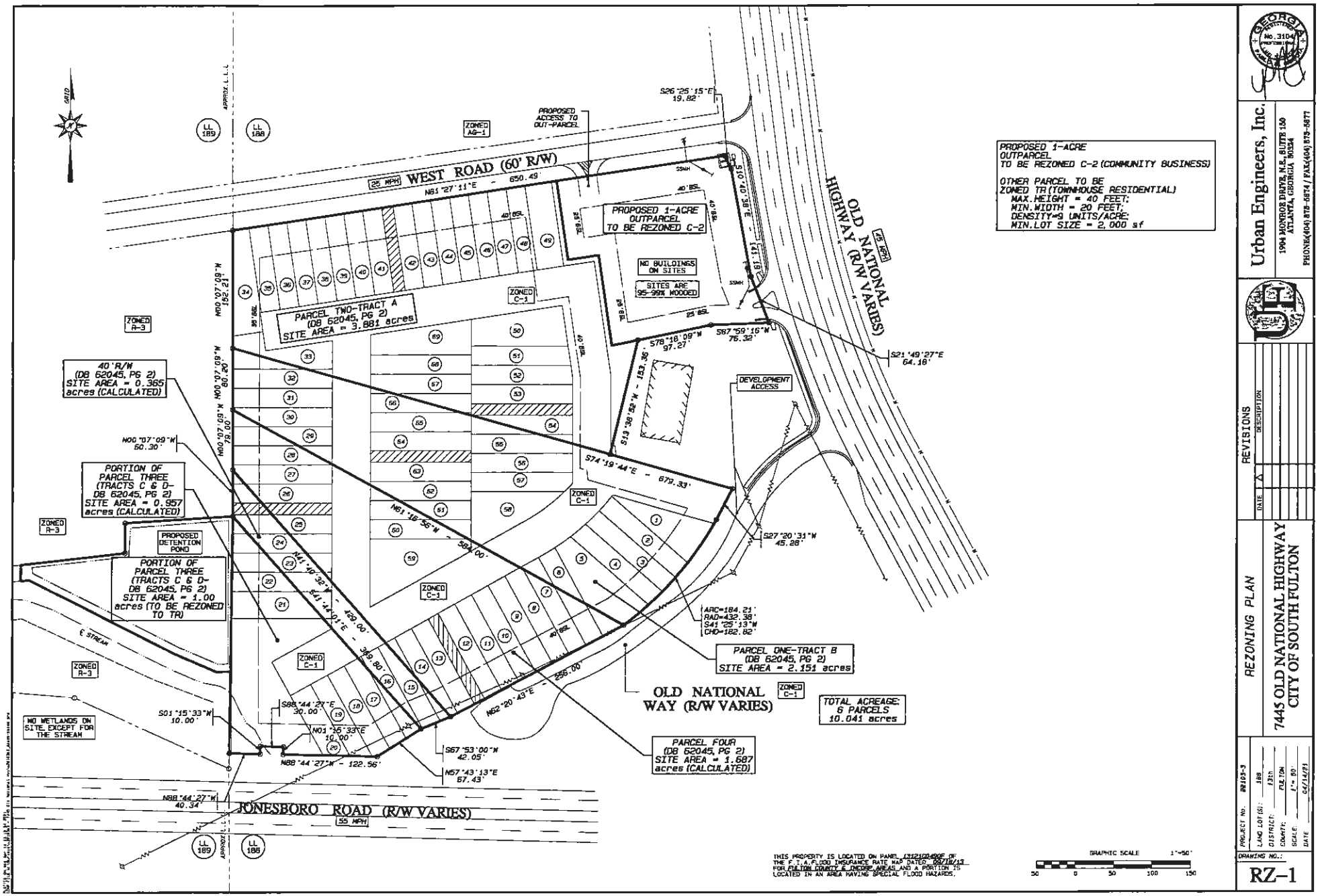
[AFFIX NOTARIAL SEAL OR STAMP]

JENNY SMITH NOTARY PUBLIC BUTTS COUNTY, GEORGIA EXPIRES GEORGIA Aug. 01, 2022

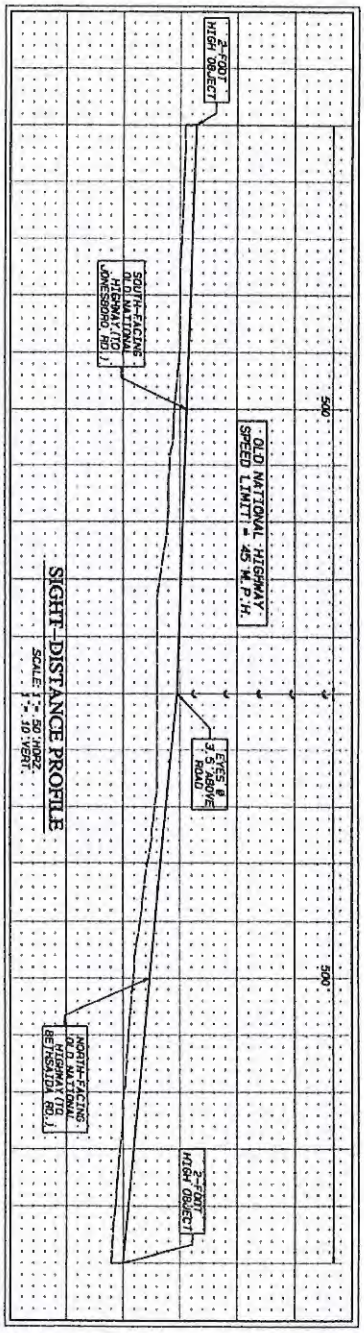
GRANTOR:

HB Asset Management, LLC,
a Georgia limited liability company

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



WEST ROAD (60' R/W)
25 MPH
N61°27'11"E - 650.49'
PROPOSED ACCESS TO OUT-PARCEL
ZONED AG-1
S26°25'15"E 19.82'
PROPOSED 1-ACRE OUTPARCEL TO BE REZONED C-2
NO BUILDINGS ON SITES
SITES ARE 95-99% WOODED
OLD NATIONAL HIGHWAY (R/W VARIES)
45 MPH
S10°40'38"E - 141.19'
S78°18'09"W 97.27'
S87°59'16"W 76.32'
S21°49'27"E 64.18'
S13°38'52"W - 153.36'
DEVELOPMENT ACCESS
PARCEL TWO-TRACT A (DB 62045, PG 2) SITE AREA = 3.881 acres
ZONED C-1
ZONED R-3
40' R/W (DB 62045, PG 2) SITE AREA = 0.365 acres (CALCULATED)
N00°07'09"W 152.21'
N00°07'09"W 80.20'
N00°07'09"W 79.00'
N00°07'09"W 60.30'
PORTION OF PARCEL THREE (TRACTS C & D- DB 62045, PG 2) SITE AREA = 0.957 acres (CALCULATED)
PROPOSED DETENTION POND
PORTION OF PARCEL THREE (TRACTS C & D- DB 62045, PG 2) SITE AREA = 1.00 acres (TO BE REZONED TO TR)
S74°19'44"E - 679.33'
N61°16'56"W - 584.00'
S41°44'01"E - 369.80'
N41°40'32"W - 429.00'
S27°20'31"W 45.28'
ARC=184.21'
RAD=432.38'
S41°25'13"W
CHD=182.82'
PARCEL ONE-TRACT B (DB 62045, PG 2) SITE AREA = 2.151 acres
OLD NATIONAL WAY (R/W VARIES)
N62°20'43"E - 256.00'
TOTAL ACREAGE: 6 PARCELS 10.041 acres
PARCEL FOUR (DB 62045, PG 2) SITE AREA = 1.687 acres (CALCULATED)
S88°44'27"E 30.00'
N01°15'33"E 10.00'
S01°15'33"W 10.00'
N88°44'27"W - 122.56'
S67°53'00"W 42.05'
N57°43'13"E 67.43'
N88°44'27"W 40.34'
NO WETLANDS ON SITE EXCEPT FOR THE STREAM
JONESBORO ROAD (R/W VARIES)
55 MPH
LL 189
LL 188
APPROX. L.L.L.
GRID
THIS PROPERTY IS LOCATED ON PANEL 13121C0490F OF THE F.I.A. FLOOD INSURANCE RATE MAP DATED 09/18/13 FOR FULTON COUNTY & INCORP. AREAS AND A PORTION IS LOCATED IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
GRAPHIC SCALE 1"=50'
50 0 50 100 150
PROPOSED 1-ACRE OUTPARCEL TO BE REZONED C-2 (COMMUNITY BUSINESS)
OTHER PARCEL TO BE ZONED TR (TOWNHOUSE RESIDENTIAL)
MAX. HEIGHT = 40 FEET;
MIN. WIDTH = 20 FEET;
DENSITY=9 UNITS/ACRE;
MIN. LOT SIZE = 2,000 sf
Urban Engineers, Inc.
1904 MONROE DRIVE, N.E., SUITE 150
ATLANTA, GEORGIA 30324
PHONE(404) 873-5874 / FAX(404) 873-5877
REVISIONS
DATE
DESCRIPTION
REZONING PLAN
7445 OLD NATIONAL HIGHWAY
CITY OF SOUTH FULTON
PROJECT No. 82103-3
LAND LOT(S): 188
DISTRICT: 13th
COUNTY: FULTON
SCALE: 1"= 50'
DATE 04/14/21
DRAWING NO.:
RZ-1




EXISTING ENTRANCE
EXISTING ENTRANCE
EXISTING ENTRANCE

ENVIRONMENTAL SITE ANALYSIS (ESA)
FORM A

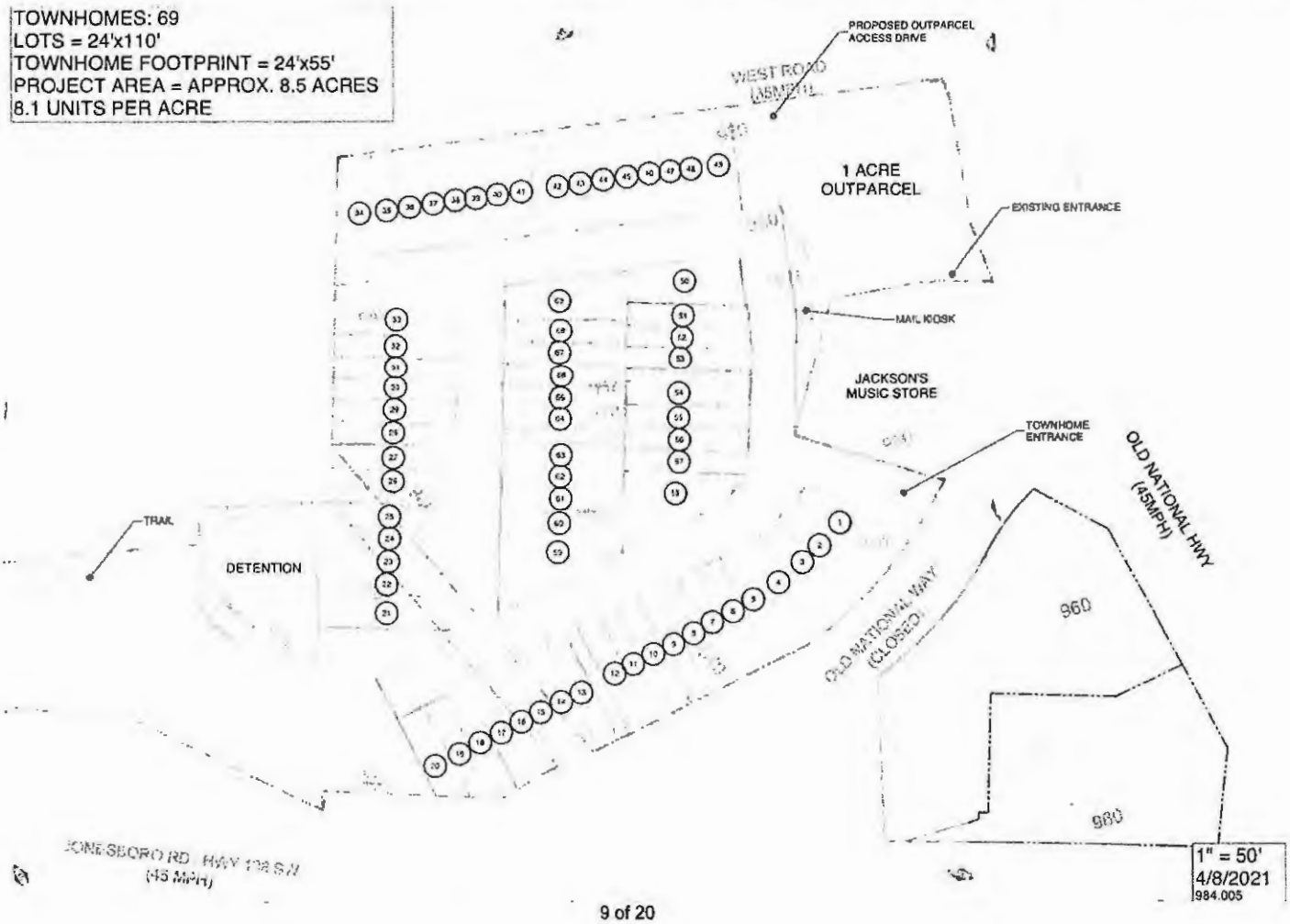
Provide a complete Environmental Site Analysis document fully addressing all items as required in sections 1 through 3 below. Attach this Form A to the front of the completed Environmental Site Analysis document (and any subsequent revisions) prior to submission. For additional information and questions, 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



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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.**

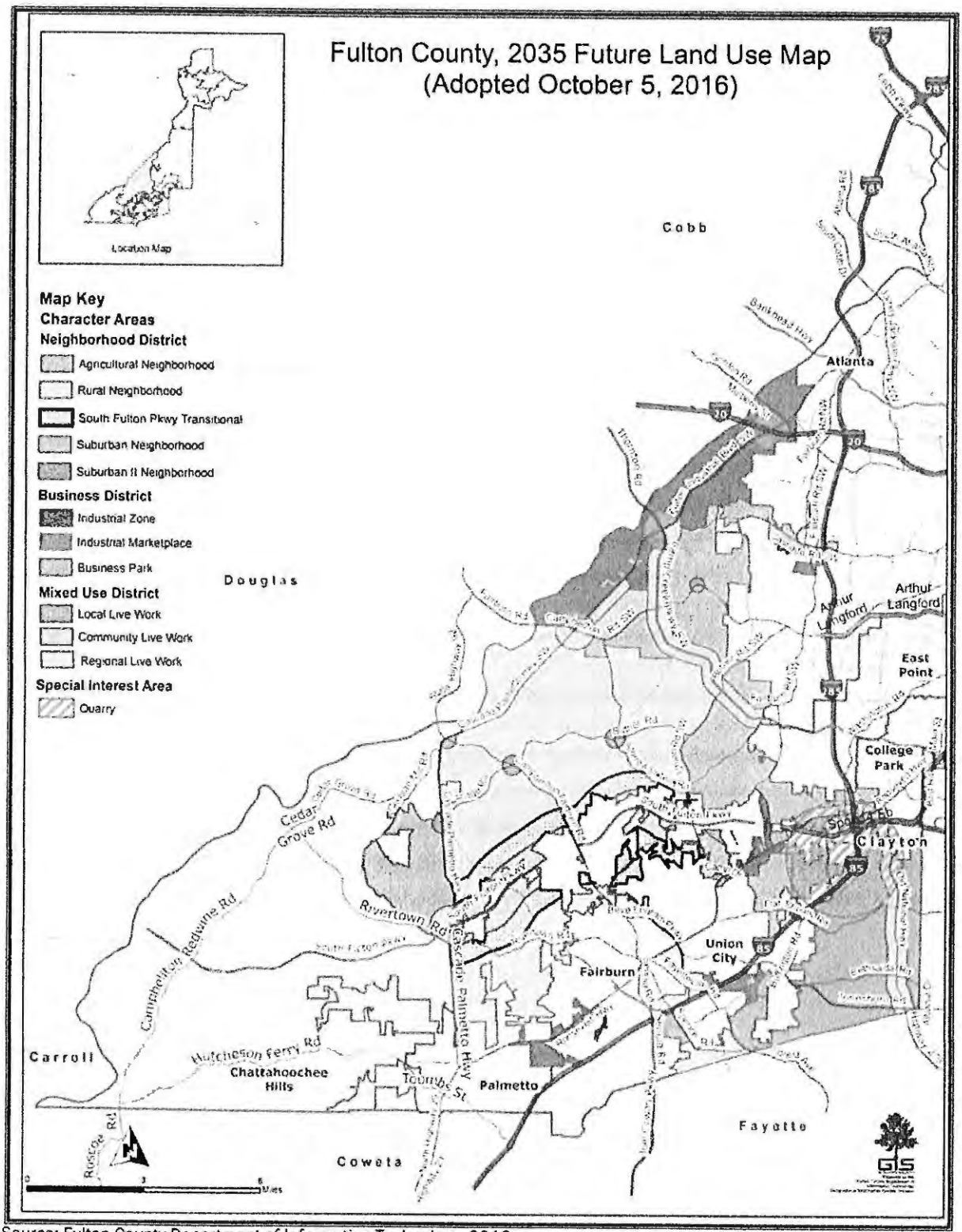
Ultimately, the proposed rezoning will result in residential and non-residential uses as follows:

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.**

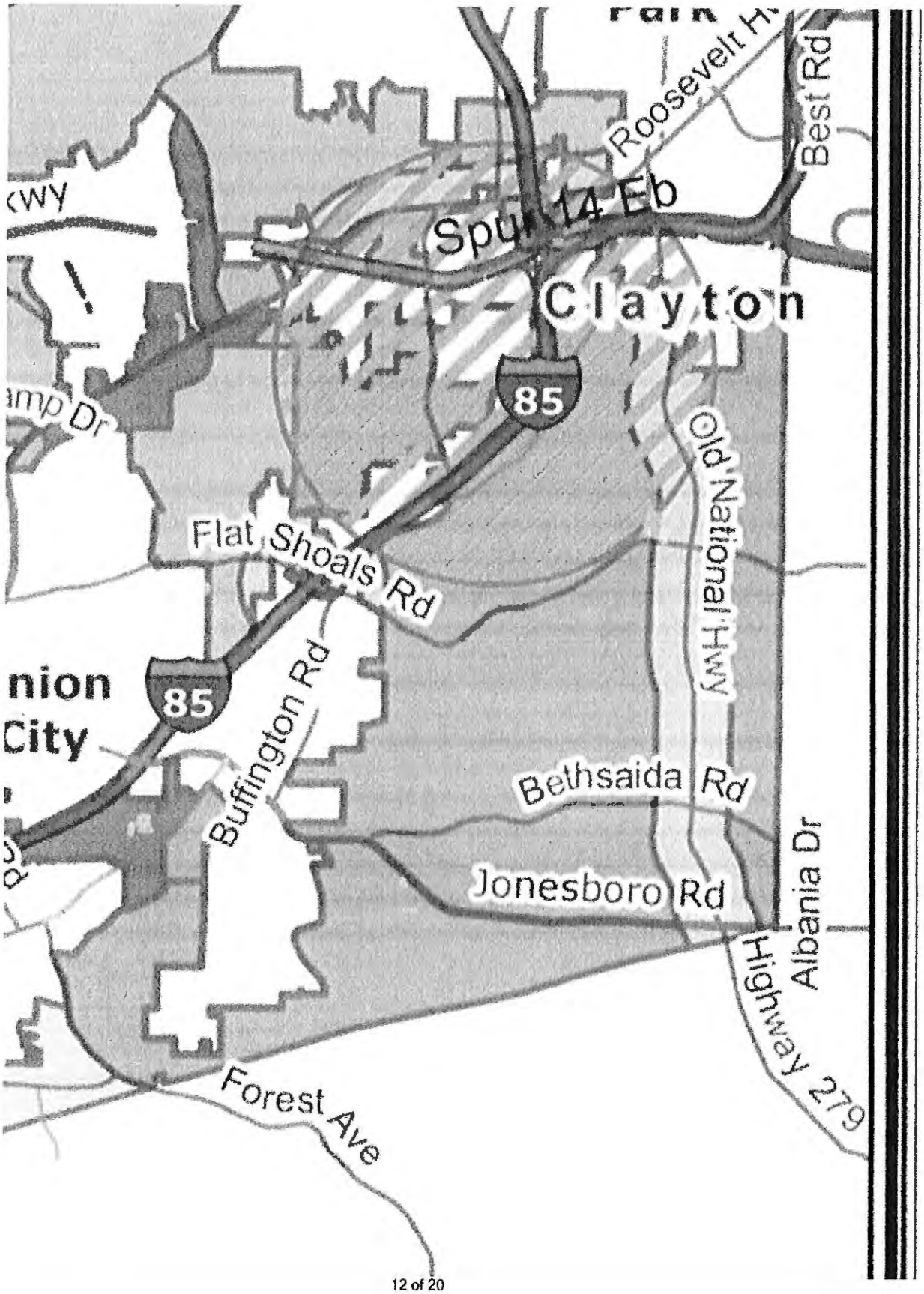
Describe how the project conforms to the Comprehensive Land Use Plan. Include the portion of the Comprehensive Plan Land Use Map which supports the project's conformity to the Plan. Evaluate the proposed project with respect to the land use suggestion of the Comprehensive Plan as well as any pertinent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

FUTURE DEVELOPMENT

Figure 2E



Source: Fulton County Department of Information Technology, 2016


Roosevelt H
Best Rd
cwy
Spur 14 Eb
Clayton
85
amp Dr
Old National Hwy
Flat Shoals Rd
nion
City
85
Buffington Rd
Bethsaida Rd
Jonesboro Rd
Albania Dr
Highway 279
Forest Ave

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

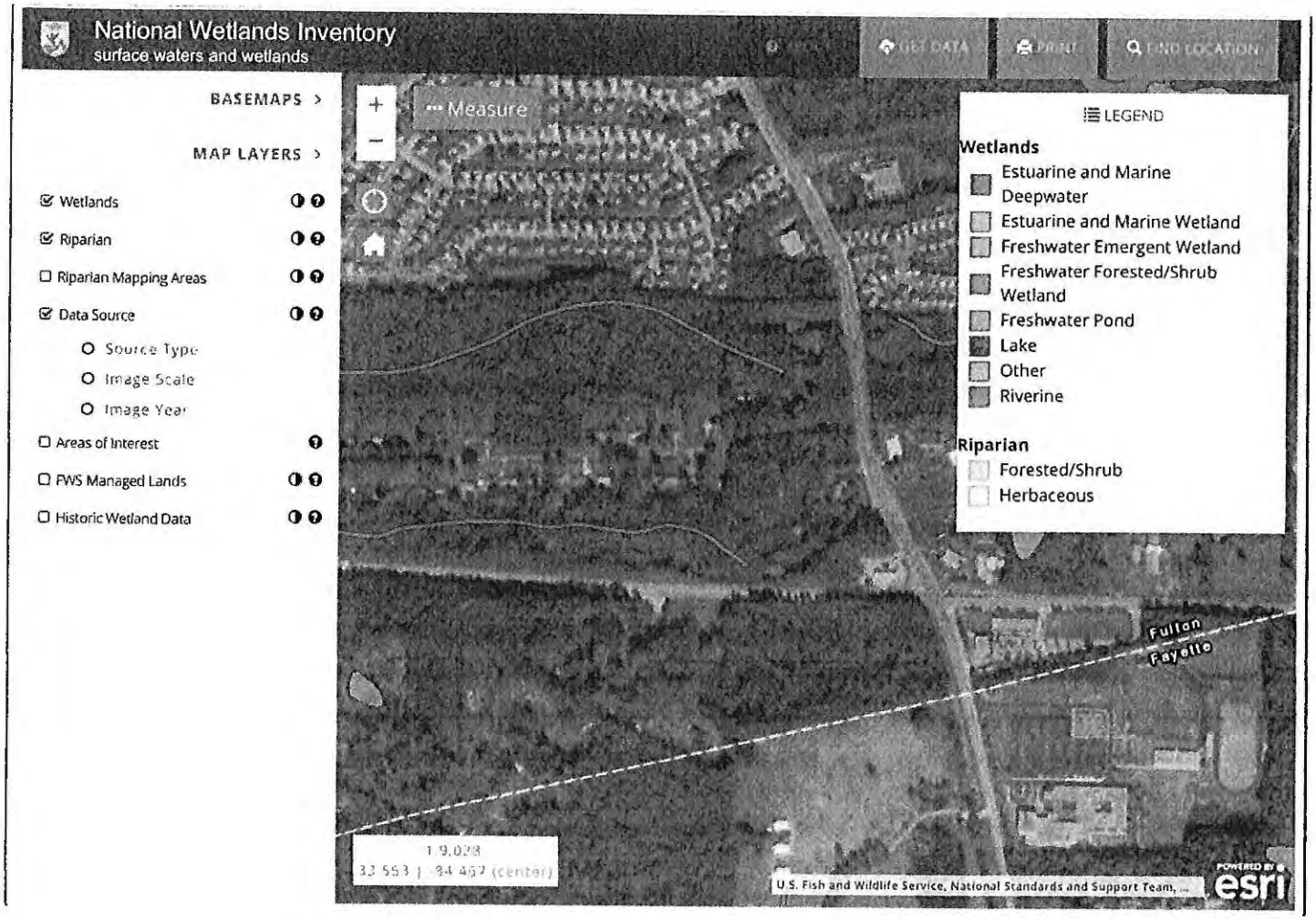
- Encourage redevelopment in the Old National Highway Corridor and promote the assemblage of smaller parcels into larger parcels for medium density residential and non-residential mixed use.
- Preserve lower density residential neighborhoods adjacent to the Old National Highway Community's Live Work 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.fultoncountyga.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.


National Wetlands Inventory
surface waters and wetlands
GET DATA
PRINT
FIND LOCATION
BASEMAPS
MAP LAYERS
Wetlands
Riparian
Riparian Mapping Areas
Data Source
Source Type
Image Scale
Image Year
Areas of Interest
FWS Managed Lands
Historic Wetland Data
Measure
LEGEND
Wetlands
Estuarine and Marine Deepwater
Estuarine and Marine Wetland
Freshwater Emergent Wetland
Freshwater Forested/Shrub Wetland
Freshwater Pond
Lake
Other
Riverine
Riparian
Forested/Shrub
Herbaceous
Fulton
Fayette
U.S. Fish and Wildlife Service, National Standards and Support Team, ...
esri

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 wrested 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 concreate culvert from underneath Jonesboro Road. I1 flows generally in a westerly direction. I1 transitions into P1

(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 concreate 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

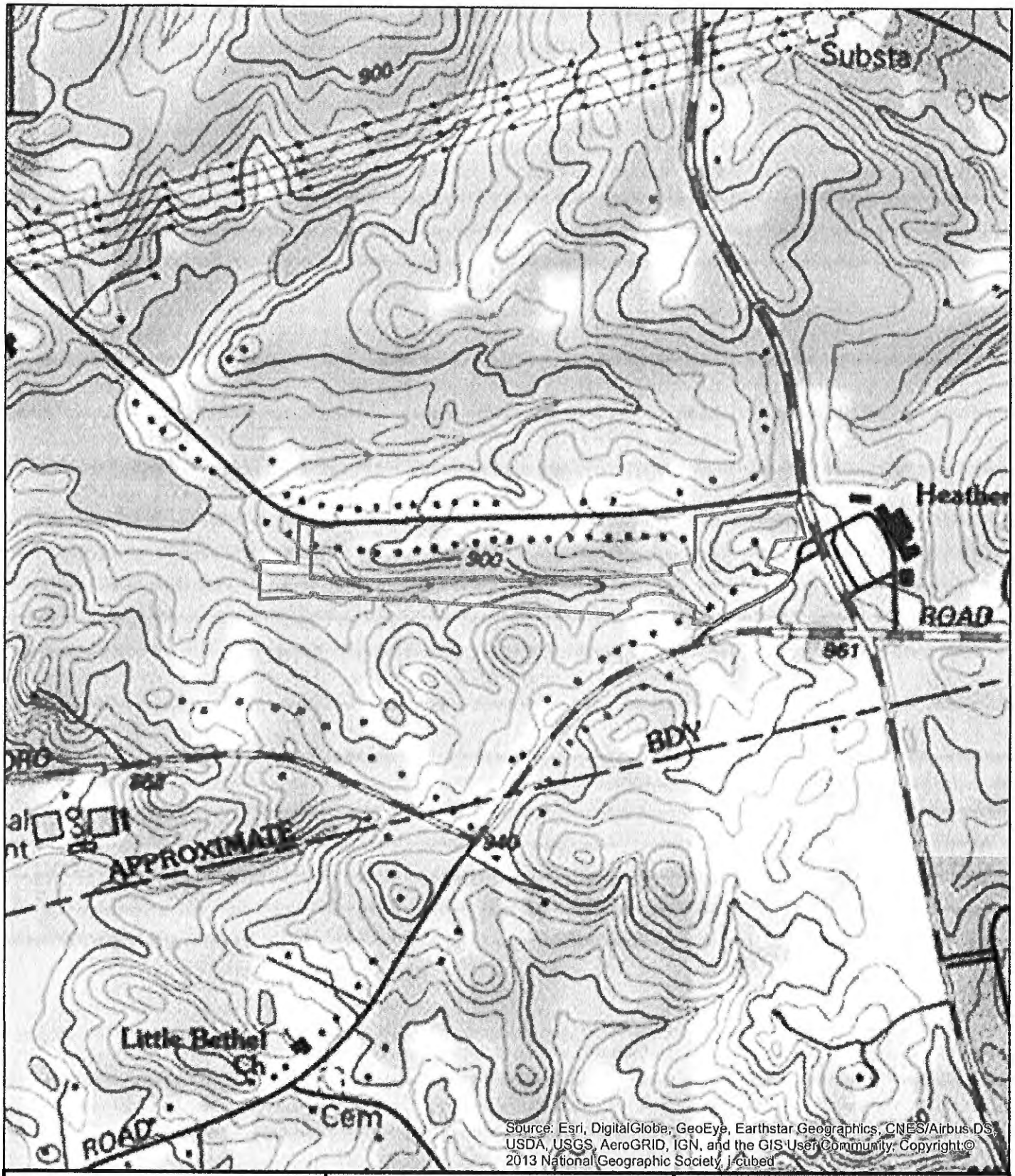
Dana A. Spotts, REPA, EP
President

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

N

820

Feet

FIGURE 2:

AQUATIC RESOURCE ASSESSMENT

MAP



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

N

490

Feet

APPENDIX A:

SITE PHOTOGRAPHS



PHOTOGRAPH 1

Intermittent Stream 1, facing west.



PHOTOGRAPH 2

Intermittent Stream 1, facing west.



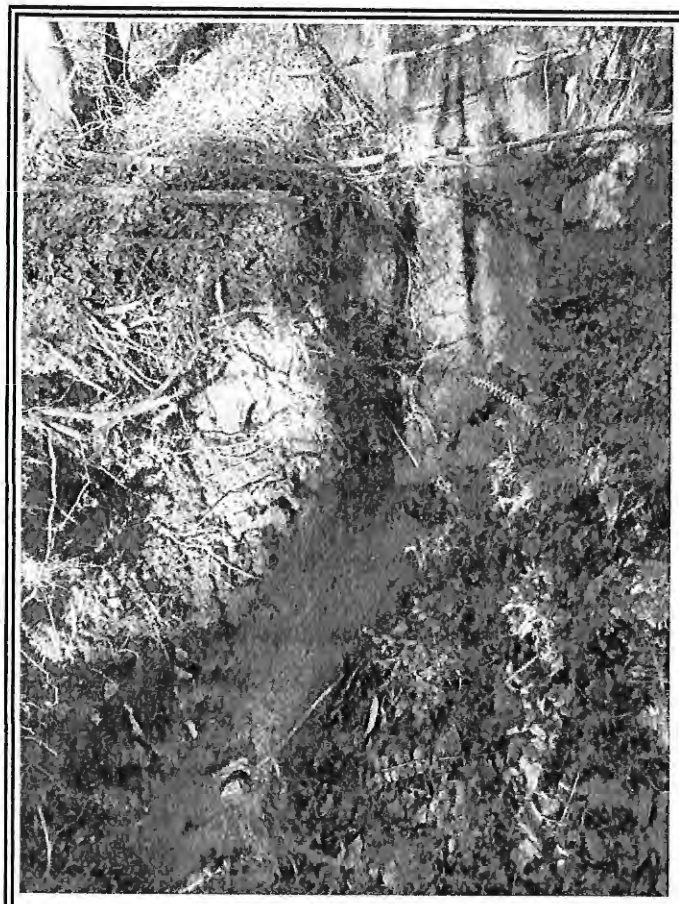
PHOTOGRAPH 3

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.

CONTOUR ENVIRONMENTAL, LLC

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: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 27.75	**Stream Determination (circle one)** Ephemeral (Intermittent) 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. Macrobenthos (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: *Stream is at least intermittent if ≥ 19 or perennial if ≥ 30** 39.5	**Stream Determination (circle one)** Ephemeral Intermittent (Perennial)	**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. Macrobenthos (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 ≥ 30** 21.25	**Stream Determination (circle one)** Ephemeral (Intermittent) 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. Macrobenthos (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 ≥ 30** 25.25	**Stream Determination (circle one)** Ephemeral (Intermittent) Perennial	**Other** *e.g. Quad Name:* I3

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. Macrobenthos (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.

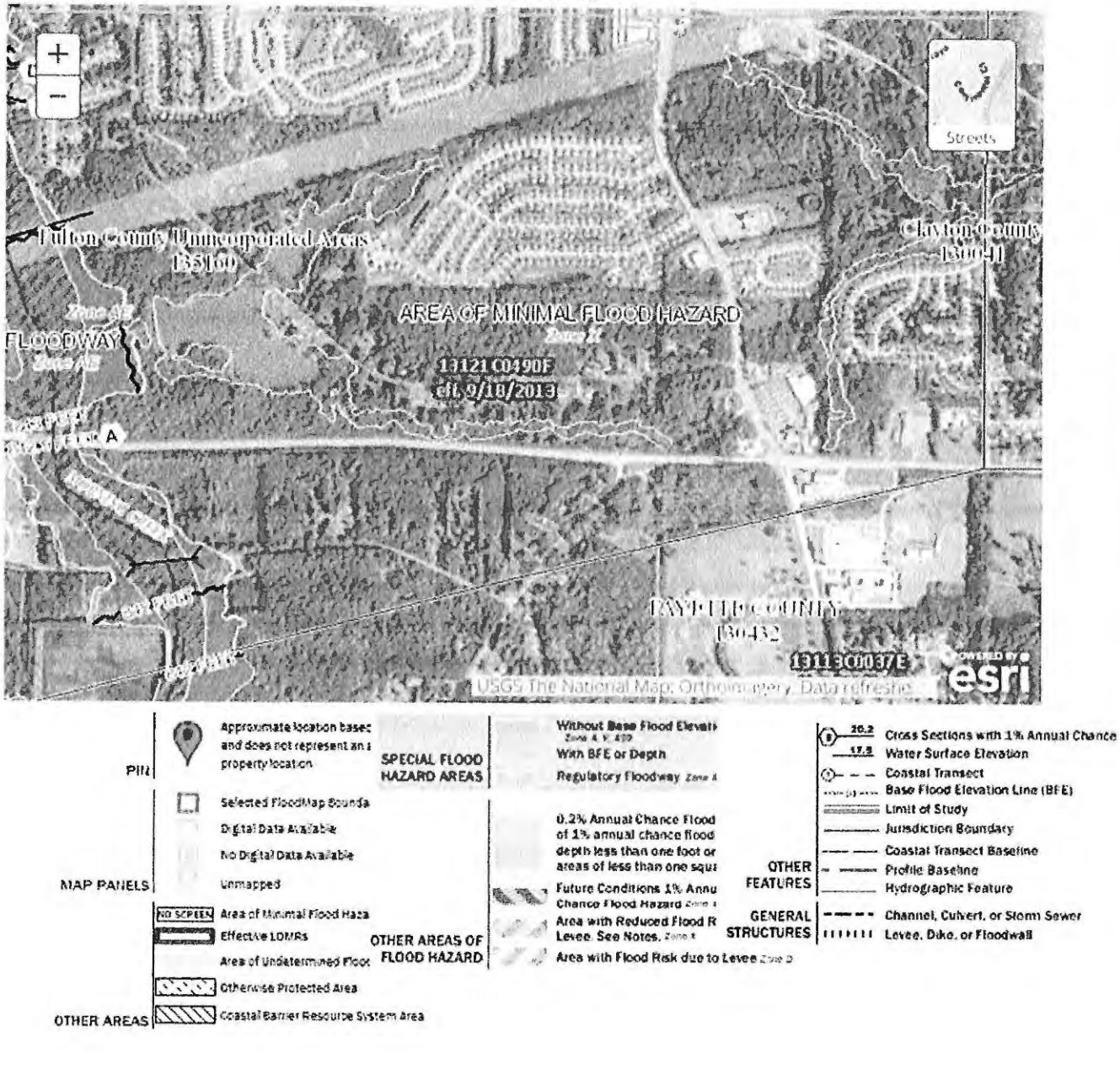
Notes:

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.fultoncountyga.gov/fcpcsd-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: _____ Date: April 16, 2021

12 of 20

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 attachement 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 CATYLYN 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 LL054S
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.

221-009

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 But NO label(s) Key	✓
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 Need stream buffers	✓
26	Airport noise contours on those properties within the FAR Part 150 Airport Noise Contour Map	N/A

221-009

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: August 24, 2021

SUBJECT: Mayor/Council Proclamations for Spreading on the Minutes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation _Mawuli Mel Davis _ Baker 7.30.2021_	Cover Memo	8/20/2021
Travis Hyman Edwards 8.6.21	Cover Memo	8/20/2021
Proclamation for Christian Senior. Gumbs 7.23.21	Cover Memo	8/20/2021
Proclamation _Robin Rue Simmons _ Baker 7.30.2021_	Cover Memo	8/20/2021
Soul For Real _khalid 8.6.21	Cover Memo	8/20/2021
Proclamation _Richard Wingo Sr., _ Baker khalid 8.18.2021_	Cover Memo	8/20/2021
Proclamation_Wingo _khalid 8.6.2021	Cover Memo	8/20/2021

City of South Fulton

WHEREAS, Our brother Mawuli Mel Davis, an Atlanta based African centered Civil Rights Attorney and Human Rights Community Organizer, has for the past thirty years given a voice to the voiceless and dispossessed through the building of coalitions and protests, all centered around the Black Liberation Movement; and

WHEREAS, Mawuli Davis was not only a driving force behind the removal of the confederate obelisk monument in Decatur, Georgia, he promulgates youth empowerment through his Let Us Make Man program, The Black Man Lab, and his Beacon Hill Black Alliance for Human Rights; and

WHEREAS, Mawuli Davis was awarded the 2019 Ben Johnson Public Service Award by Georgia State University College of Law, an honorary Doctorate of Humane Letters by the Interdenominational Theological Center and was also recognized as outstanding advocate of the year by the ACLU, Southern Center for Human Rights, and the National Black Prosecutors Association; and

WHEREAS, Mawuli Davis has been a leader in the reparations movement for over 20 years. As a Law Student, Davis not only co-organized reparations symposiums, but he established and served as the Southern Region's as well as National Black Law Students' first-ever Reparations Committee. Mawuli Davis has also served along with the City of South Fulton's District 7 Councilman Dr. Mark Baker, edifying the South Fulton Community on the necessity, appropriateness, and timeliness of reparations for the ADOS.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim Friday, July 30th, 2021 as "**MAWULI MEL DAVIS APPRECIATION DAY"** in the City of South Fulton, Georgia.

Dr. Mark Baker, District 7 Councilman

City of South Fulton

Whereas, *Fulton County Schools is the fourth largest school system in Georgia, with more than 14,000 full and part-time employees, of which 7,500 are educators;*

Whereas, the schools of Fulton County are divided into seven "learning zones". *Zones 1, 2 and 3 are located in South Fulton;*

Whereas, Mr. Travis Hyman is a committed, enthusiastic, passionate educator at Creekside High School in Learning Zone 2;

Whereas, Mr. Hyman is educating the entire South County on the number one industry in Georgia, Agriculture, working with parents, community and staff to provide resources for the students;

Whereas, although plagued by a pandemic, because of his dedication, he has developed creative solutions, including virtual meetings, outside classrooms and collaboration to continue activities for students in the agriculture program;

Whereas, Mr. Hyman has teamed up with hundreds of stakeholders, including families, elected officials, businesses, faith-based, and community-based organizations;

Whereas, this stellar educator has expanded opportunities by creating more sustainable, resilient communities and providing education, guidance and assistance for agriculture in South Fulton;

Whereas, Mr. Hyman has built a safe, inclusive environment that honors the talents, cultures, social-emotional needs, and potential of all of his students;

Whereas, Mr. Travis Hyman has met challenges, strengthened the voices and practices of teachers and is a valuable resource for our community;

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council recognizes Mr. Travis Hyman for his educational prowess, and thanks him for his proficiency and dedication to our children and do hereby proclaim Saturday, August 7, 2021, as ***TRAVIS HYMAN DAY*** in the City of South Fulton.

Mayor William "Bill" Edwards

City of South Fulton

WHEREAS, Christian Senior, a rising 9th grade scholar, at Westlake Magnet High School is very in tune to the idea of equity, and knows the importance of being a strong reader. While being guided by his mother, an educator in turnaround schools, Mr. Senior learned that prisons are said to be built based on third grade reading scores. It was this discovery that guided Christian's mother to ensure Mr. Senior was always well read before he took any standardized tests.

WHEREAS, While Christian Senior attended a KIPP Metro Atlanta Charter School called the "STRIVE" program, whose primary design fostered a culture that was conducive for learning. It was there that Mr. Senior developed some extraordinary skills that have been extremely beneficial to his character and academic development, such as excelling in the "Write Score exam", an exam graded per university guidelines. Christian was the only student to receive a perfect score of 100%.

WHEREAS, During his tenure at KIPP STRIVE Primary, Christian, was commissioned to do a project titled: "The Future Depends On Us". While working on his project, Christian was inspired to partner with an organization on an initiative called "Right 2 Read" a non-profit under the "Po'Righteous Teacher" brand. In his heart Christian believed that reading is the right thing to do, and every scholar should have the right to learn how to read proficiently. While commuting to Emory University for a county swim meet. Mr. Senior was intrigued by what appeared to be an oversized mailbox on the lawn of a local resident. To his surprise it was a library open to the community to pick up a book and/or share one of their own.

WHEREAS, Christian Senior activated his passion for activism by fundraising and installing "Plenty 2 C", a Scooby Doo themed, Miniature Free Library, in the Brittany Park community of The City of South Fulton, District 2 where any one can take a book and return a book, Thus preventing "The Summer Slide" an academic loss of knowledge during extended summer breaks.

AND WHEREAS, Christian Seniors determination to provide academic equity and resources in his neighborhood, has exhibited a profound amount of leadership, knowledge, and compassion for others by shining a light on the deficits in reading and educational challenges that his peers may have. Mr. Christian has made his family, community, and The City of South Fulton exceptionally proud to call him one of their own.

NOW, THEREFORE BE IT RESOLVED That the Mayor and City Council of the City of South Fulton do hereby proclaim Saturday, July 22, 2021, as **"Christian Senior Day"** in the City of South Fulton, Georgia.

Councilwoman Carmalitha Gumbs

City of South Fulton

WHEREAS, Our sister Robin Rue Simmons, former 5th Ward Alderman for the City of Evanston, IL, who, through her legendary efforts, and in collaboration with other parties, led the passage of the United States first municipally funded reparations legislation; and

WHEREAS, Robin Rue Simmons, born and raised in the segregated 5th Ward of Evanston, built the foundation for her life's work in 1998 as a real estate broker, where she understood the depth of the wealth disparities, as well as the poverty experienced by the dispossessed in her local community, and endeavored to remedy this issue through homeownership programs; and

WHEREAS, Robin Rue Simmons furthered her efforts for the edification of the underrepresented through the Illinois Neighborhood Stabilization Program, where through her construction company, she employed black tradespeople, developed dozens of affordable houses, altering the trajectory of their lives; and

WHEREAS, Robin Rue Simmons, Director of Innovation and Outreach for Sunshine Enterprises, has famously been a trailblazer for reparations, where she is commissioner for the National African American Reparations Commission, and has received numerous awards for her reparations work, including the Urban One Honor's Reparations Ambassador Award, and the Democratic Party of Evanston's Liz Tisdahl Award. She's also been featured in the New York Times, NPR, CNN, and was the first featured female guest of Councilman Mark Baker's Common Unity Series, serving the mind and body of the South Fulton Community.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim Friday, July 30th, 2021 as **"ROBIN RUE SIMMONS APPRECIATION 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 SOUL FOR REAL DAY

PROCLAMATION
"Soul For Real" Day

WHEREAS, brother Christopher "Choc" Sherman, Andre "KD" Lamont, a.k.a., Brian "Bri" Augustus, and Jason "Jase" Oliver Dalyrimple — under the tutelage of Hip-Hop Legend Heavy D — formed the platinum-selling R&B group Soul 4 Real; and

WHEREAS, the Dalyrimple brothers have gone on to lead successful careers as entrepreneurs, producers, and restaurateurs, making countless positive contributions to the South Fulton Community; and

WHEREAS, the City of South Fulton celebrates the success of its young artists and entrepreneurs and encourages them to return and give back to their community,

NOW, THEREFORE BE IT RESOLVED, that the City Council of South Fulton, the Blackest City in America, hereby declare ***Saturday, August 7, 2021,*** as ***SOUL FOR REAL DAY*** in the City of South Fulton.

Councilman khalid

Hon. Councilman khalid, District 6

City of South Fulton

WHEREAS, Richard Wingo Sr., brother to all in need, as well as father to Tashia Wingo-Orme, Gwen Sartor, and Richard Wingo Jr., of "Jagged Edge" fame, will forever be remembered as a star and fixture not only within our South Fulton Community, but the broader collective; and

WHEREAS, Richard Wingo Sr, product of the Atlanta Public School System's Luther J. Price high school, graduated with honors then continued onto Clark Atlanta and Morris Brown Colleges, finally serving prestigiously as a Marine Medical Corpsman in the Vietnam War; and

WHEREAS, Richard Wingo Sr, exemplified a single-hearted dedication in his covenant to his lovely wife Elmer Wingo, typifying a kind of love lost to the morass of modern society's version of devotion. From this sacred union, a generation has emerged, promising to continue, now and forever, in his good name the old-fashioned values and altruism epitomized by the indomitable Richard Wingo Sr.; and

WHEREAS, Richard Wingo Sr., in taking the lead sorely needed in our South Fulton communities, founded Our Thing Inc., a non-profit established to assist in the grooming and proper edification of our boys into Men. Continuing in this incredible legacy, his son Richard Wingo Jr., has offered himself selflessly to the City of South Fulton's District 6 & 7 Councilmen Khalid Kamau and Dr. Mark Baker, co-sponsoring, mentoring, and providing rare hands-on assistance in various schools, churches, and community events.

NOW, THEREFORE BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim Friday, August 20th, 2021 as **"RICHARD WINGO SR., APPRECIATION DAY"** in the City of South Fulton, Georgia.

Councilman khalid

Hon. Councilman khalid, District 6

Dr. Mark Baker, District 7 Councilman

City of South Fulton

PROCLAMATION OF THE CITY OF SOUTH FULTON RECOGNIZING RICHARD WINGO DAY

PROCLAMATION
"Wingo" Day

WHEREAS, Richard Wingo, Jr. is a member of the Grammy® award-winning, multi-platinum R&B group Jagged Edge; and more importantly, a Son of South Fulton, graduating from Ronald McNair Middle School and Tri-Cities High School of the Visual & Performing Arts; and

WHEREAS, Wingo continues to give back to his hometown, South Fulton, where he and his family still reside, through philanthropy, volunteering, and civic engagement; and

WHEREAS, the City of South Fulton celebrates the success of its young artists and entrepreneurs and encourages them to return and give back to their community,

NOW, THEREFORE BE IT RESOLVED, that the City Council of South Fulton, the Blackest City in America, hereby declare ***Friday, September 3, 2021*** as ***WINGO DAY*** in the City of South Fulton.

Councilman khalid

Hon. Councilman khalid, District 6

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
DATE:	August 24, 2021
SUBJECT:	Request Council confirmation of the following recorded development plats as approved by the City Engineer
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Plat - Renaissance of South Park Ph 3A	Cover Memo	8/20/2021
Plat - Renaissance of South Park Ph 3B	Cover Memo	8/20/2021
Plat - Senior Living Facility (3895 Jonesboro Rd)	Cover Memo	8/20/2021
Plat - Captain-D (Old National Highway)	Cover Memo	8/20/2021
Plat - South Fulton Commerce Center (4380 Stacks Road)	Cover Memo	8/20/2021
Plat - Diamond Hall Catering (2380 Burdett Road)	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021	
Requesting Department CDRA - Engineering and Land Development	**Council District(s) Affected** Council District 7

Requested Action

Council to confirm the recorded plat for Renaissance of South Park Ph 3A

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 District #7, this 4.78-acre Plat Revision has been subdivided into 41 lots for residential townhomes and 1.01-acre of public roads. This revision updates the survey of the completed buildings.

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

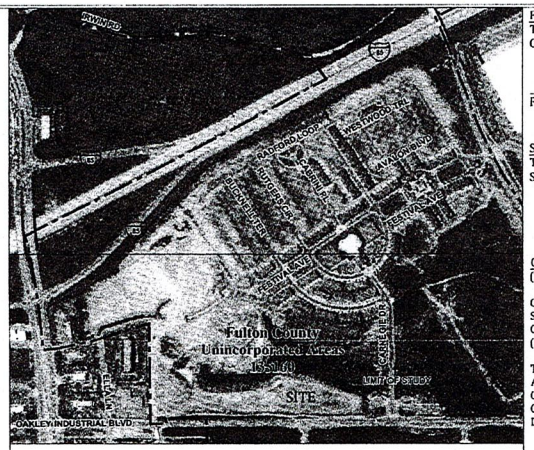
Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval		**Finance Director Approval**
Shayla Reed Digitally signed by Shayla Reed Date: 2021.03.11 12:02:40 -05'00'		

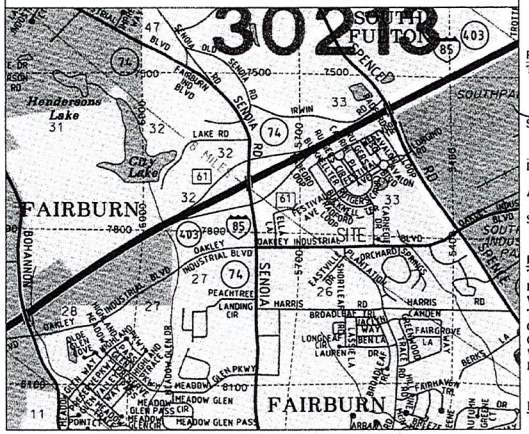
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
		Tamu Sadler Jones 8/18/2021

Plat Book 442 Page 40
Filed and Recorded 07/30/2021 01:15:00 PM
2021-0260261
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 5048281798

Final Plat For Renaissance at South Park Phase III A Lands Lot 33 & 26 9F District City of South Fulton, Fulton County Georgia



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)

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'

SHEET 1 OF 4

FULTON COUNTY DEPARTMNET 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	TYPE OF SEWAGE DISPOSAL
[X] Public Water Supply Individual Meter(s)	[X] Public Sanitary Sewage System
[ ] Public Water Supply Private Master Meter	[ ] Individual Onsite Sewage Management Systems
[ ] Individual Onsite Well Water Supply	

ORIGINALLY APPROVED AND SIGNED 7-30-2019 - AND RECORDED IN PLAT BOOK 422 PAGES 68-70 ON 8-06-2019

Date — Fulton County Department of Health and Wellness

CITY OF FAIRBURN UTILITIES DEPARTMENT APPROVAL
I CERTIFY THAT THIS DEVELOPMENT HAS COMPLIED WITH THE APPLICABLE WATER SERVICES REQUIREMENTS OF CITY OF FAIRBURN AS OF THE FOLLOWING DATE. ANY REVISIONS TO THIS DOCUMENT AFTER THE DATE BELOW THAT MAY AFFECT WATER SYSTEMS PRESENTED HEREON SHALL VOID THIS APPROVAL

APPROVED THIS____ DAY OF _____ 2019
ORIGINALLY APPROVED AND SIGNED 7-31-2019 RECORDED IN PB 422 PG 68-70
SIGNATURE — PRINTED NAME AND TITLE

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____ DAY OF _____ 2019
ORIGINALLY APPROVED AND SIGNED 7-17-2019 RECORDED IN PB 422 PG 68-70
SIGNATURE — PRINTED NAME AND TITLE

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.

ORIGINALLY APPROVED AND SIGNED 8-06-2019 AND RECORDED IN PLAT BOOK 422 PAGES 68-70 ON 8-06-2019
FOR THE DIRECTOR, COMMUNITY AND REGULATORY AFFAIRS — DATE

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

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)

AGREEMENTS AND COVENANTS
A DETENTION POND AGREEMENT RECORDED IN DEED BOOK 60262, PAGES 286-291, 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.

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	1.01 ACRES
PUBLIC SEWER EASEMENTS	0.00 ACRES
PUBLIC DRAINAGE EASEMENTS	0.00 ACRES
PUBLIC PARKS/OPEN SPACE	0.00 ACRES

REVISION 1 2-16-2021:
THIS PLAT SUPERCEDES A PORTION OF THAT PLAT RECORDED IN PLAT BOOK 422 PAGES 68-70 ON 8-06-2019. THE PURPOSE OF THIS REVISION IS TO ADD THE ASBUILT BUILDING LOCATIONS WITH METES AND BOUNDS ON SHEET 3
7/24/21
FOR THE DIRECTOR, COMMUNITY AND REGULATORY AFFAIRS — DATE

ROCKLYN HOMES
TYPED NAME OF SUBDIVIDER

SIGNATURE OF SUBDIVIDER
02/17/2021
DATE

ROCKLYN HOMES
TYPED NAME OF OWNER OF RECORD

SIGNATURE OF OWNER OF RECORD
02/17/2021
DATE

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.

2-17-2021
PATRICK F. CAREY R.L.S. #3077 — DATE

KEYSTONE
LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700

GEORGIA REGISTERED No. 3077 LANDSURVEYOR PATRICK F. CAREY
2-17-2021

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.

REVISIONS	NO	DATE	COMMENTS	BY
	1	6-3-19	comments	PC
	2			
	3			
	4			
	5			
	6			
	7			
	8			

OWNER / BUILDER
ROCKLYN HOMES
3505 KOGER BLVD. SUITE 275
DULUTH, GA 30096
24 HOUR CONTACT
TIM JENKINS 770-424-6723

DISTANCES SHOWN ON THE PLAT SHALL BE HORIZONTAL

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 103,090 FEET (RIGHT OF WAY TO BE DEDICATED) 1.01 ACRES, 44,176 SQ. FT. ONE FOOT IN 189,945 FEET (PLAT AREA) 4.78 ACRES 208,267 SQ FT.

TOTAL NUMBER OF LOTS: 41

LOT AREA = A&D LOTS = 1,149 SQ. FT. (0.03 AC) X 31 LOTS = 35,619 SQ. FT.
LOT AREA = B&C LOTS = 1,160 SQ. FT. (0.03 AC) X 10 LOTS = 11,600 SQ. FT.

COMMON AREA = 208,267 - 44,176(R/W) - 47,219(TOTAL LOT AREA) = 116,872 SQ. FT. (2.68 AC)

ALL CORNERS SET WITH 1/2" REBAR WITH CAP (#1232)

LEGEND

HW	HEADWALL
DI	DROP INLET
FH	FIRE HYDRANT
WM	WATER METER
R/W	RIGHT OF WAY
○ IPF	IRON PIN FOUND (1/2" REBAR)
⊗ CO	CLEAN OUT
CB	CATCH BASIN
DE	DRAINAGE EASEMENT
BSL	BUILDING SETBACK LINE
MH	MANHOLE

FIELD DATA:

FIELD SURVEY COMPLETED ON: 3-27-19

THE CALCULATED POSITIONAL TOLERANCE BASED ON REDUNDANT LINEAR MEASUREMENTS OF OBSERVED POSITIONS WAS FOUND TO BE 0.024 FEET.

EQUIPMENT:
ELECTRONIC TOTAL STATION AND NETWORK GPS
GPS RECEIVER: CHAMPION INSTRUMENTS, PRO,
SN:1033458,
NETWORK: eGPSVRS

HORIZONTAL DATUM BASED ON (N.A.D) 1983 (1994 ADJUSTMENT)
VERTICAL DATUM BASED ON (N.A.V.D) 1988

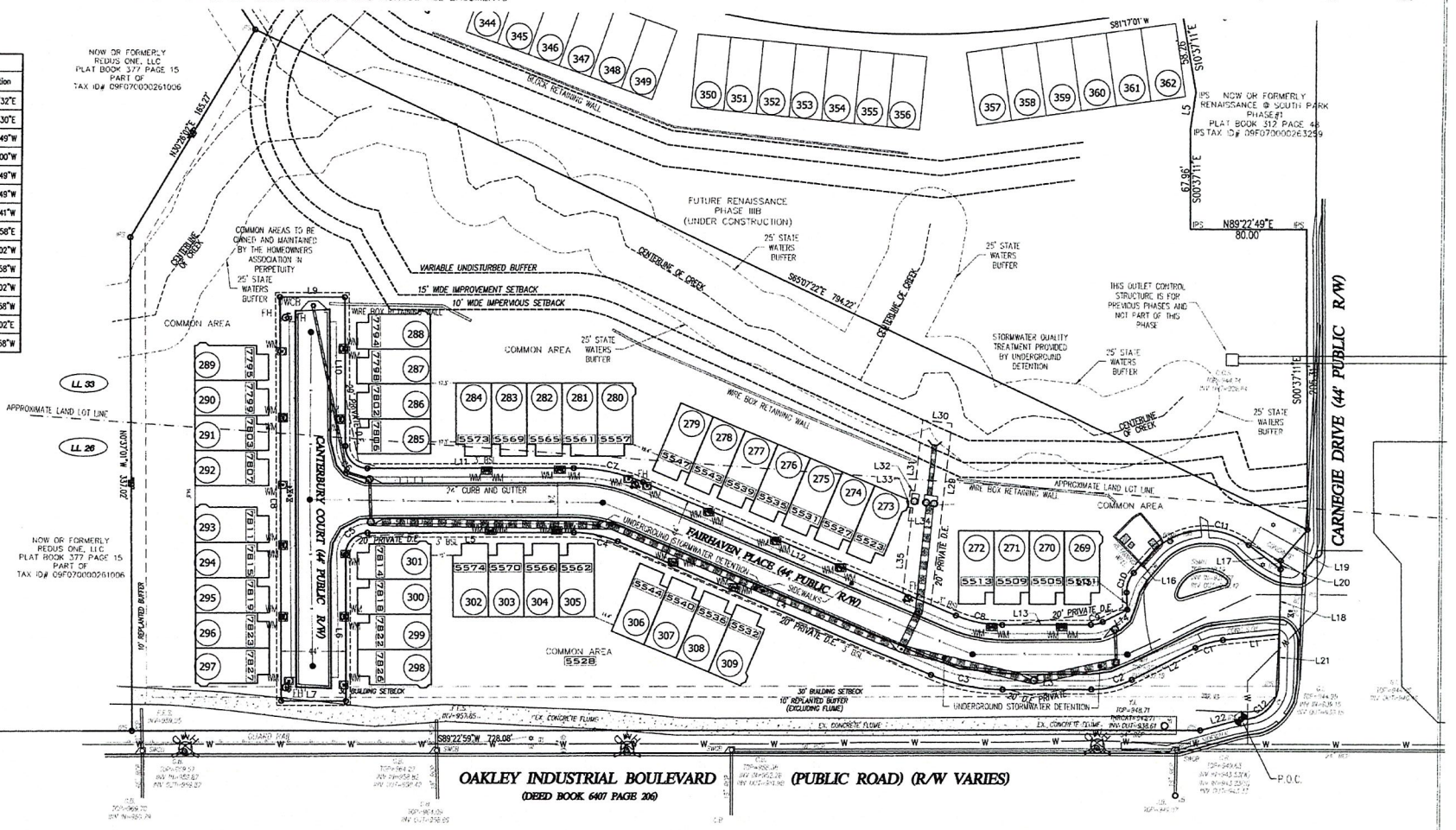
GRID (GA WEST)

1"=50'
25' 0 50' 100'

CITY OF SOUTH FULTON, FULTON COUNTY, AND CITY OF ATLANTA PERSONNEL AND/OR AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL EASEMENTS

Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	38.95	S83°25'36"W	L16	17.25	N41°34'32"E
L2	48.88	S62°48'25"W	L17	27.33	S53°16'30"E
L3	60.51	S89°22'11"W	L18	44.00	S00°35'49"W
L4	232.45	N67°31'14"W	L19	28.23	S40°20'00"W
L5	140.11	S89°23'28"W	L20	5.84	S00°35'49"W
L6	99.63	S00°36'32"E	L21	33.53	S00°35'49"W
L7	44.00	S89°23'28"W	L22	29.02	S74°08'41"W
L8	275.81	N00°36'32"W	L29	53.78	N06°06'58"E
L9	44.00	N89°23'28"E	L30	20.00	N83°53'02"W
L10	102.18	S00°36'32"E	L31	48.77	S06°06'58"W
L11	140.11	N89°23'28"E	L32	3.07	N83°53'02"W
L12	232.45	S67°31'14"E	L33	11.86	S06°06'58"W
L13	60.51	N89°22'11"E	L34	3.07	S83°53'02"E
L14	18.68	N62°48'25"E	L35	58.47	S06°06'58"W
L15	11.80	N02°40'27"W			

Curve Table				
Curve #	Length	Radius	Direction	Chord Length
C1	19.78	54.97	S73°07'01"W	19.68
C2	28.74	62.00	S76°05'18"W	28.49
C3	50.01	124.00	N79°04'31"W	49.68
C4	30.63	76.00	N79°03'53"W	30.42
C5	23.56	15.00	S44°23'28"W	21.21
C6	23.56	15.00	S45°36'32"E	21.21
C7	48.36	120.00	S79°03'53"E	48.03
C8	32.26	80.00	S79°04'41"E	32.04
C9	8.34	18.00	N76°05'18"E	8.27
C10	14.60	19.00	N19°20'22"E	14.24
C11	74.50	50.00	N84°02'20"E	67.80
C12	39.76	24.50	S45°53'16"W	35.54



FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK PHASE IIIA

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: MARCH 27, 2019

SHEET 2 OF 4

KEYSTONE LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700

GEORGIA REGISTERED No. 2077 LANDSURVEYOR PATRICK F. CAREY 2-17-20

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

REVISIONS	NO.	DATE	COMMENTS	BY
	1	6-3-19	comments	pc
	2			
	3			
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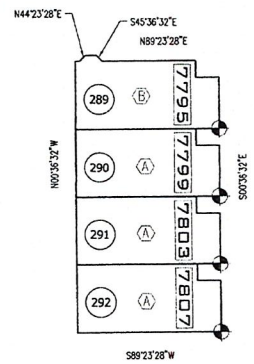
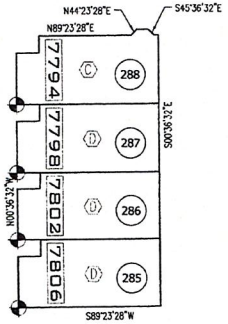
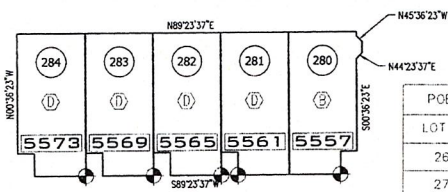




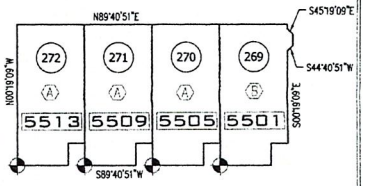
POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
280	457.66	N67°32'49"W
281	491.21	N69°12'11"W
282	496.71	N69°27'06"W
283	519.16	N70°24'26"W
284	541.74	S71°17'00"E

FIELD LOCATED 3-31-2020



POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
269	143.80	N57°48'22"W
270	184.55	N62°18'09"W
271	186.08	N65°46'33"W
272	208.15	N68°31'16"W

FIELD LOCATED 7-29-2019



POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
289	701.68	N71°22'26"W
290	694.14	N73°14'41"W
291	687.36	N75°09'16"W
292	681.36	N77°06'00"W

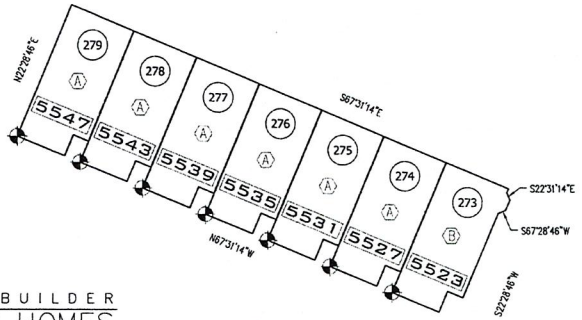
FIELD LOCATED 11-01-2019

POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
285	629.02	S73°54'07"E
286	636.33	S71°49'54"E
287	644.46	S69°48'40"E
288	653.37	N67°50'36"W

FIELD LOCATED 3-18-2020

POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
273	291.99	N67°49'13"W
274	315.99	N67°47'51"W
275	339.99	N67°46'40"W
276	363.99	N67°45'39"W
277	387.99	N67°44'46"W
278	411.99	N67°43'58"W
279	435.99	N67°43'16"W

FIELD LOCATED 6-30-2020



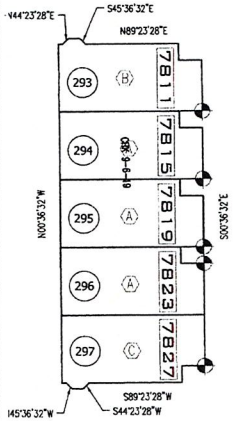
POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
293	673.37	N80°18'18"W
294	669.49	N82°19'34"W
295	666.46	N84°22'06"W
296	665.84	N84°52'28"W
297	663.20	N87°59'06"W

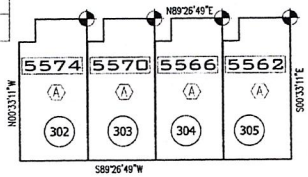
FIELD LOCATED 9-6-2019

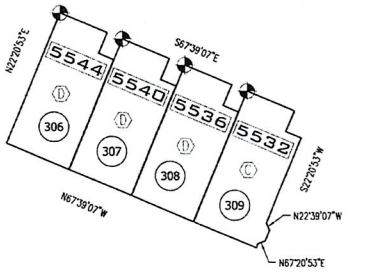
POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
302	527.38	N77°29'46"W
303	504.03	N76°52'47"W
304	480.74	N76°12'13"W
305	457.53	N75°27'31"W

FIELD LOCATED 5-6-2020

OWNER / BUILDER
ROCKLYN HOMES
3505 KOGER BLVD. SUITE 275
DULUTH, GA 30096
24 HOUR CONTACT
TIM JENKINS 770-424-6723

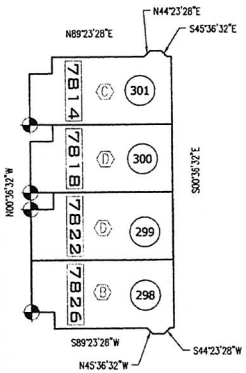






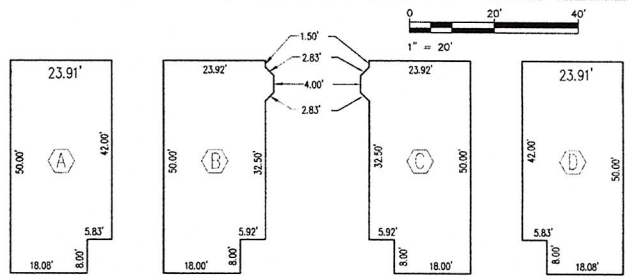
POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
306	424.08	N76°06'50"W
307	400.36	N76°37'10"W
308	376.67	N77°11'19"W
309	353.03	S77°50'02"E

FIELD LOCATED 5-19-2020



POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
298	603.23	S87°48'59"E
299	606.07	N84°23'30"W
300	606.74	S83°50'10"E
301	610.04	S81°35'50"E

FIELD LOCATED 2-20-2020



TYPICAL BUILDING DIMENSIONS INTENDED TO FOLLOW OUTSIDE OF EXTERIOR WALLS AND CENTERLINE OF COMMON WALLS AND FORM RIGHT ANGLES AT CORNERS

FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK PHASE IIIA

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: MARCH 27, 2019

SHEET 3 OF 4

GRID (GA WEST)

KEYSTONE LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700

GEORGIA REGISTERED No. 3077 LAND SURVEYOR PATRICK F. CAREY 2-17-20

As required by subsection (c) 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

NO.	DATE	COMMENTS	BY
1	6-3-19	comments	pc
2			
3			
4			
5			
6			
7			
8			

ZONING CONDITIONS

2001ZM-002 SFC
2006ZM-0024 SFC, 2006VC-0165 SFC
2010ZM-0002 SFC
2010ZM-0008 SFC
2011ZM-0004 SFC

PETITION NO. 20027-0124 SFC
2003VC-0229 SFC

APPROVED MIX (MIXED USE) CONDITION
1-TO THE OWNER'S AGREEMENT TO RESTRICT THE USE OF THE SUBJECT PROPERTY AS FOLLOWS:
A. RETAIL, SERVICE COMMERCIAL AND/OR OFFICE AND ACCESSORY USES INCLUDING ALL EXTERIOR FOOD AND BEVERAGE SERVICE AREAS, AT A MAXIMUM DENSITY OF 1C527.84 GROSS SQUARE FEET PER ACRE ZONED OR A TOTAL OF 290,000 SQUARE FEET WHICHEVER IS LESS.
B. NO MORE THAN 1,125 TOWNHOUSES (M18-003)
C. NO LONGER APPLICABLE (M18-003)
D. THE MINIMUM HEATED FLOOR AREA PER DWELLING UNIT SHALL BE A MINIMUM OF 1,100 SQUARE FEET (M18-003)
E. NO LONGER APPLICABLE (M18-003)

2- TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING:

A. TO THE REVISED SITE PLAN RECEIVED BY THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT DATED APRIL 23, 2018, SAID SITE PLAN IS CONCEPTUAL; ANY CHANGES TO THE SITE PLAN MUST BE APPROVED TY THE DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES AND MUST MEET OR EXCEED THE REQUIREMENTS OF THE ZONING RESOLUTION AND THESE CONDITIONS UNLESS OTHERWISE NOTED HEREIN, COMPLIANCE WITH ALL CONDITIONS SHALL BE IN PLACE PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY.

B. TO COMPLY WITH THE SUBDIVISION REGULATIONS 2003, FULTON COUNTY, GEORGIA.

C. ALL RECREATIONAL AND COMMON AREAS WHICH MAY BE HELD IN COMMON SHALL BE ACCESSIBLE VIA DEDICATED ROADWAYS, EASEMENT, 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.

3- TO THE OWNER'S AGREEMENT TO THE FOLLOWING SITE DEVELOPMENT CONSIDERATIONS:

A. DEVELOPMENT STANDARDS AS FOLLOWS:

PERIMETER BUILDING SETBACKS
FRONT: 30 FEET
SIDE CORNER: 30 FEET
SIDE: 15 FEET
REAR: 20 FEET

PARKING SETBACK: 10 FEET ADJACENT TO PUBLIC RIGHT-OF-WAY OR PROPERTY LINE

PROPOSED INTERIOR SETBACKS-TOWNHOUSES:
FRONT TO FRONT: 50 FEET
FRONT TO REAR: 50 FEET
REAR TO REAR: 35 FEET
REAR TO SIDE: 15 FEET
FRONT TO SIDE: 25 FEET
SIDE TO SIDE: 14 FEET

B. NO MORE THAN 3 EXIT/ENTRANCES ON SPENCE ROAD (SR 92). CURB CUT LOCATIONS AND ALIGNMENTS ARE SUBJECT TO THE APPROVAL OF THE FULTON COUNTY TRAFFIC ENGINEER. (M18-003)
C. NO MORE THAN 3 EXIT/ENTRANCES ON THE NORTH SIDE AND ONE ON THE SOUTH SIDE OF OAKLEY INDUSTRIAL BOULEVARD. CURB CUT LOCATIONS AND ALIGNMENTS ARE SUBJECT TO THE APPROVAL OF THE FULTON COUNTY TRAFFIC ENGINEER. (M18-003)
D. NO MORE THAN 2 EXIT/ENTRANCES ON PLANTATION ROAD. CURB CUT LOCATIONS AND ALIGNMENTS ARE SUBJECT TO THE APPROVAL OF THE FULTON COUNTY TRAFFIC ENGINEER.
E. INTER-PARCEL ACCESS MUST BE PROVIDED BETWEEN LAND USES WITHIN THE DEVELOPMENT OR AS MAY BE APPROVED BY THE FULTON COUNTY TRAFFIC ENGINEER.
F. TO REDUCE THE RESIDENTIAL BUILDING SEPARATIONS AS FOLLOWS: FRONT TO REAR – 50 FEET; REAR TO REAR – 40 FEET; SIDE TO SIDE – 25 FEET. (2003VC-0029-PART1)
G. TO REDUCE THE 25-FOOT BUFFER AND 10-FOOT IMPROVEMENT SETBACK ADJACENT TO THE OUTPARCEL IN POD 3. (2003VC-0029 SFC, PART2)
H. DELETE THE 10 FOOT LANDSCAPE STRIP ADJACENT TO THE PROPERTY ZONED A-L (APARTMENT LIMITED) PURSUANT TO 20062-0106 SFC. (2006 VC-0165 SFC)
I. PROVIDE A MINIMUM 10-FOOT WIDE LANDSCAPE STRIP PLANTED TO BUFFER STANDARDS BETWEEN THE FUTURE RESIDENTIAL USE OF POD 2 AND THE NON-RESIDENTIAL USE OF POD 6. THE LCOATION OF THE LANDSCAPE STRIP SHALL BE FLEXIBLE BUT MUST VISUALLY SCREEN ALL NON-RESIDENTIAL BUILDINGS, PARKING AND ACCESSORY STRUCTURES LOCATED IN POD 6 FROM THE FUTURE RESIDENTS OF POD 2.

4- TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING REQUIREMENTS, DEDICATION AND IMPROVEMENTS:

A. RESERVE FOR FULTON COUNTY ALONG THE NECESSARY PROPERTY FRONTAGE OF THE FOLLOWING ROADWAYS, PRIOR TO THE APPROVAL OF THE LAND DISTURBANCE PERMIT, SUFFICIENT LAND AS NECESSARY TO PROVIDE FOR A COMPLIANCE WITH THE COMPREHENSIVE PLAN. ALL BUILDING SETBACK LIENS SHALL BE MEASURED FROM THE DEDICATION BUT AT NO TIME SHALL A BUILDING BE ALLOWED INSIDE THE AREA OF RESERVATION. ALL REQUIRED LANDSCAPE STRIPS AND BUFFERS SHALL STRADDLE THE STRIP OF BUFFER. AT A MAXIMUM, 10 FEET OF THE REQUIRED LANDSCAPE STRIP OR BUFFER SHALL BE LOCATED OUTSIDE THE AREA OF RESERVATION. ALL REQUIRED TREE PLANTINGS PER ARTICLE 4.23 SHALL BE PLACED WITHIN THE PORTION OF THE LANDSCAPE STRIP OR BUFFER THAT LIES OUTSIDE THE AREA OF RESERVATION.

SPENCE RD. (SR92) – AS MAY BE REQUIRED BY THE GEORGIA DEPARTMENT OF TRANSPORTATION.
B. DEDICATE AT NO COST TO FULTON COUNTY ALONG THE ENTIRE PROPERTY FRONTAGE, PRIOR TO THE APPROVAL OF A LAND DISTURBANCE PERMIT, SUFFICIENT LAND AS NECESSARY TO PROVIDE THE FOLLOWING RIGHTS-OF-WAY, AND DEDICATE AT NO COST TO FULTON COUNTY SUCH ADDITIONAL RIGHT-OF-WAY AS MAY BE REQUIRED TO PROVIDE AT LEAST 10.5 FEET OF RIGHT-OF-WAY FROM THE BACK OF CURB OF ALL ABUTTING ROAD IMPROVEMENTS, AS WELL AS ALLOW THE NECESSARY CONSTRUCTION EASEMENTS WHILE THE RIGHTS-OF-WAY ARE BEING IMPROVED:

30 FEET FROM CENTERLINE OF OAKLEY INDUSTRIAL BOULEVARD;
30 FEET FROM THE CENTERLINE OF PLANTATION ROAD;
30 FEET FROM THE CENTERLINE OF SPENCE ROAD (SR 92).

C. PROVIDE A DECELERATION LANE FOR EACH PROJECT ENTRANCE OR AS MAY BE REQUIRED BY THE FULTON COUNTY TRAFFIC ENGINEER.
D. PROVIDE A LEFT TURN LAND FOR EACH PROJECT ENTRANCE OR AS MAY BE REQUIRED BY THE FULTON COUNTY TRAFFIC ENGINEER.
E. PROVIDE THE FOLLOWING INTERSECTION IMPROVEMENTS AT OAKLEY INDUSTRIAL ROULEVARD AND SPENCE ROAD (SR 92) IN COORDINATION WITH THE SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT INTERSECTION IMPROVEMENT PROJECT:

SIGNALIZE THE INTERSECTION:
CONSTRUCT A NORTHBOUND LEFT-TURN LANE AND A SOUTHBOUND RIGHT-TURN LANE ALONG SPENCE RD. (SR 92);
CONSTRUCT A SOUTHBOUND LEFT-TURN LANE AND A NORTHBOUND RIGHT-TURN LANE ALONG SPENCE ROAD;
CONSTRUCT A WESTBOUND LEFT-TURN LANE AND AN EASTBOUND RIGHT-TURN LANE ALONG OAKLEY INDUSTRIAL BOULEVARD;
CONSTRUCT AND EASTBOUND LEFT-TURN LANE AND A WESTBOUND RIGHT-TURN LANE ALONG OAKLEY INDUSTRIAL BOULEVARD;
F. PROVIDE THE FOLLOWING INTERSECTION IMPROVEMENTS AT OAKLEY INDUSTRIAL BOULEVARD AND PLANTATION ROAD:
CONSTRUCT A SOUTHBOUND LEFT-TURN LANE AND A SOUTHBOUND RIGHT-TURN LANE ALONG OAKLEY INDUSTRIAL BOULEVARD;
CONSTRUCT AND EASTBOUND RIGHT-TURN LANE ALONG PLANTATION ROAD
G. 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
H. PLANTATION ROAD MUST BE PAVED FROM OAKLEY INDUSTRIAL BOULEVARD TO HARRIS ROAD.

5- TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING:

A. TO CONTACT THE DIRECTOR OF PUBLIC WORKS, PRIOR TO THE APPLICATION FOR LAND DISTURBANCE PERMIT WITH THE DEPARTMENT OF ENVIRONMENT AND COMMUNITY DEVELOPMENT, TO MEET WITH THE FULTON COUNTY TRAFFIC ENGINEER. A SIGNED COPY OF THE RESULTS OF THESE MEETING WILL BE REQUIRED TO BE SUBMITTED ALONG WITH THE APPLICATION FOR A LAND DISTURBANCE PERMIT.

B. PRIOR TO THE APPLICATION FOR A LAND DISTURBANCE PERMIT WITH THE DEPARTMENT OF ENVIRONMENT AND COMMUNITY DEVELOPMENT, ARRANGE ON-SITE EVALUATION OF EXISTING SPECIMEN TREES/STANDS, 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 A LAND DISTURBANCE PERMIT.
C. PRIOR TO THE APPLICATION FOR A LAND DISTURBANCE PERMIT (LDP) WITH THE DEPARTMENT OF ENVIRONMENT AND COMMUNITY DEVELOPMENT, THE DEVELOPER/ENGINEER SHALL CONTACT THE PUBLIC WORKS DEPARTMENT, WATER SERVICE DIVISION AND ARRANGE TO MEET WITH THE FULTON COUNTY DRAINAGE ENGINEER ON SITE.
D. THE ENGINEER/DEVELOPER IS REQUIRED TO SUBMIT ALONG WITH THE APPLICATION FOR A LDP SIGNED DOCUMENTATION VERIFYING THE STORM WATER CONCEPT PLAN APPROVAL
E. PROVIDE AT THE LDP APPROVAL DOCUMENTATION (SUCH AS CROSS-SECTION, PROFILE, ETC.) DESCRIBING ALL EXISTING NATURAL STREAMS, CREEKS, OR DRAWS GEOMETRY WITHIN THE PROPOSED DEVELOPMENT BOUNDARY AND PROVIDE THE APPROPRIATE BANK EROSION PROTECTION FOR THE CONVEYANCE SYSTEM AFTER DEVELOPMENT.
F. THE DEVELOPER/ENGINEER IS RESPONSIBLE TO DEMONSTRATE TO THE COUNTY BY ENGINEERING ANALYSIS AT THE LDP APPLICATION THAT THE PROPOSED DEVELOPMENT SURFACE WATER RUNOFF CONDITIONS: ARE CONTROLLED AT THE MINIMUM PREDEVELOPMENT LEVEL SO THAT DOWNSTREAM CONVEYANCE SYSTEMS WILL NOT BE IMPACTED, DO NOT AGGRAVATE EXISTING FLOODING OR DRAINAGE PROBLEMS, AND DO NOT CREATE NEW FLOODING OR DRAINAGE PROBLEMS OFF-SITE.
G. PRIOR TO THE APPLICATION FOR LAND DISTURBANCE PERMIT, THE DEVELOPER/ENGINEER SHALL SUBMIT TO THE DEPARTMENT OF PUBLIC WORKS, SURFACE WATER MANAGEMENT SECTION, A PROJECT STORMWATER CONCEPT PLAN. THIS CONCEPT PLAN SHALL INCLUDE A PRELIMINARY DRAWING DESCRIBING THE PROPOSED LOCATION OF THE PROJECT SURFACE WATER QUALITY AND QUANTITY FACILITIES/BEST MANAGEMENT PRACTICES (BMP'S), THE EXISTING DOWNSTREAM OFF-SITE DRAINAGE CONVEYANCE SYSTEM THAT THE PROPOSED DEVELOPMENT RUNOFF WILL IMPACT, AND THE DISCHARGE PATH(S) FROM THE FACILITIES/BMP'S OUTLET(S) THROUGH THE OFFSITE DRAINAGE SYSTEM TO THE APPROPRIATE RECEIVING WATERS. AS PART OF THE CONCEPT PLAN, A PRELIMINARY CAPACITY ANALYSIS SHALL BE PERFORMED ON THE IDENTIFIED OFFSITE DRAINAGE SYSTEM TO IDENTIFY THE CAPACITY OF ALL POINTS OF CONSTRAINT (PIPES, CULVERTS, ETC.) THE POINT IN THE STREAM CHANNEL WHERE 25 YEAR STORM PEAK FLOW IS THE GREATEST PERCENTAGE OF THE CHANNEL CAPACITY, AND THE IMPACT OF POST DEVELOPED FLOWS ON THESE POINTS. THE CRITICAL CAPACITY POINTS SHALL BE SELECTED BASED UPON THE ENGINEERS' PROFESSIONAL JUDGEMENT AND LIMITED FIELD SURVEY DATA.
H. THE DEVELOPER/ENGINEER IS RESPONSIBLE TO CONCEPTUALLY DESCRIBE TO THE COUNTY AT THE STORM WATER CONCEPT PLAN APPROVAL PHASE POST DEVELOPMENT STRUCTURAL BEST MANAGEMENT PRACTICES (BMP'S) TO BE UTILIZED TO REDUCE SURFACE WATER POLLUTION IMPACT ASSOCIATED WITH THE PROPOSED DEVELOPMENT. THE DETAILED ENGINEERING ANALYSIS AND SPECIFICATION OF BMP'S SHALL BE INCLUDED AS PART OF THE LDP STORM WATER SUBMITTAL
I. WHERE STORM WATER CURRENTLY DRAINS BY SHEET FLOW AND IT IS PROPOSED TO BE COLLECTED TO AND/OR DISCHARGED AT A POINT, THE DISCHARGE FROM ANY STORM WATER MANAGEMENT FACILITY SHALL MIMIC PRE-DEVELOPMENT SHEET FLOW CONDITIONS AND SHALL AS A MINIMUM UTILIZE A LEVEL SPREADER AS DESCRIBED IN FULTON COUNTY STORM WATER MANAGEMENT STORM DRAINAGE DESIGN AND CRITERIA MANUAL, DECEMBER 2000*

J. AT THE CONCEPT REVIEW STAGE PROVIDE INFORMATION ON THE STRUCTURAL BEST MANAGEMENT PRACTICES (BMP'S) THAT WILL BE USED TO REMOVE POLLUTANTS, SUCH AS ORGANIC MATTER, OIL AND GREASE FROM PARKING LOT SURFACE WATER RUNOFF LEAVING THE SITE. AN ASSESSMENT OF THE USE OF ABSORPTIVE FILTER CATCH BASIN INSERTS SHALL BE PROVIDED, AND SELECTED BMP'S SHALL BE DESCRIBED AND LOCATED ON THE STORM WATER CONCEPT PLAN.

6- PER THE GEORGIA REGIONAL TRANSPORTATION AUTHORITY (GRTA) DEVELOPMENT OF REGIONAL IMPACT REVIEW (DRI), TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING:

A. PROVIDE A MINIMUM OF 200,000 SQUARE FEET OF COMMERCIAL SPACE.
B. SITE ACCESS – POD 1 SHALL HAVE A MAXIMUM OF TWO SITE ACCESS DRIVES. ONE OF THE DRIVES SHALL ALIGN WITH THE SHARED DRIVE AT POD 3 AND POD 4. POD 4 SHALL HAVE A MAXIMUM OF ONE SITE ACCESS DRIVE ON OAKLEY INDUSTRIAL BOULEVARD. DRIVE SHALL BE SHARED WITH POD 3. POD 5 SHALL NOT HAVE A SITE ACCESS DRIVE ON OAKLEY INDUSTRIAL BOULEVARD. POD 6 SHALL NOT HAVE A SITE ACCESS DRIVE ON OAKLEY INDUSTRIAL BOULEVARD EXCEPT BY WAY OF A SHARED DRIVE WITH POD 2.
C. ROAD CONNECTIVITY – PROVIDE A VEHICULAR CONNECTION BETWEEN POD 1 AND POD 2 AS SHOWN ON SITE PLAN. PROVIDE A VEHICULAR CONNECTION BETWEEN POD 1 AND SENOIA ROAD BY WAY OF A SYSTEM OF PRIVATE DRIVES AS SHOWN ON THE SITE PLAN.
D. PARKING FACILITIES – PROVIDE A MINIMUM OF TWENTY-FIVE COMMUTER RIDESHARE SPACES IN POD 1.
E. PEDESTRIAN FACILITIES – PROVIDE SIDEWALKS ALONG OAKLEY INDUSTRIAL BOULEVARD, PLANTATION ROAD, AND SPENCE ROAD FOR THE ENTIRE SITE FRONTAGE. PROVIDE SIDEWALKS ON BOTH SIDES OF SITE ACCESS DRIVES.
F. THE FOLLOWING IMPROVEMENTS ARE REQUIRED ON AND ADJACENT TO NON-STATE ROUTES:
OAKLEY INDUSTRIAL BOULEVARD @ SPENCE ROAD
*SIGNALIZE THE INTERSECTION.
*PROVIDE A NORTHBOUND LEFT-TURN LANE.
*PROVIDE A SOUTHBOUND LEFT-TURN LANE

OAKLEY INDUSTRIAL BOULEVARD @ PLANTATION ROAD
*CONSTRUCT A SOUTHBOUND LEFT-TURN LANE ALONG OAKLEY INDUSTRIAL BOULEVARD.
*CONSTRUCT A WESTBOUND RIGHT TURN LANE ALONG PLANTATION ROAD.

7- PROPOSED CONDITIONS RELATED TO ALTERING SITE PLAN AFTER GRATE NOTICE OF DECISION: THE ONSITE DEVELOPMENT WILL BE CONSTRUCTED MATERIALLY (SUBSTANTIALLY) IN ACCORDANCE WITH THE SITE DEVELOPMENT PLAN DATED JUNE, 2003 AND RECEIVED BY GRTA ON JUNE 10, 2003, PREPARED BY PBS&J TITLED "SOUTH PARK" AND THE ANALYSIS PREPARED BY PBS & J, DATED MAY 23, 2003 AND RECEIVED BY GRTA ON MAY 27, 2003. CHANGES TO THE SITE PLAN WILL NOT BE CONSIDERED MATERIAL OR SUBSTANTIAL SO LONG AS THE FOLLOWING CONDITIONS ARE INCLUDED AS PART OF ANY CHANGES:

A. ALL OF THE "CONDITIONS TO GRTA NOTICE OF DECISION" SET FORTH IN ATTACHMENT A (RECOMMENDED CONDITION 6) ARE SATISFIED
B. ALL OF THE "ROADWAY IMPROVEMENT AS CONDITIONS TO GRTA NOTICE OF DECISION" SET FORTH IN ATTACHMENT A (RECOMMENDED CONDITION 6) ARE SATISFIED

ZONING CONDITIONS

PETITION NO. 2010ZM-002 SFC, SPENCE ROAD
CASE NO 2010ZM-002 FC SPENCE ROAD

THE BOARD OF COMMISSIONERS APPROVED THE FOLLOWING MODIFICATION ON MARCH 3, 2010 THE CONDITIONS FOR PETITION 2002Z-0124 SFT SHALL BE REVISED TO READ AS FOLLOWS:

1. TO THE OWNER'S AGREEMENT TO RESTRICT THE USE OF THE SUBJECT PROPERTY AS FOLLOWS:

A. N/A
B. NO MORE THAN 1,125 TOWNHOUSES (M18-003)
C. N/A
D. THE MINIMUM HEATED FLOOR AREA PER DWELLING UNIT SHALL BE A MINIMUM OF 1,100 SQUARE FEET (M18-003)

2. TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING:

A. N/A (M18-003)

3. TO THE OWNER'S AGREEMENT TO THE FOLLOWING SITE DEVELOPMENT CONSIDERATIONS:
A. DEVELOPMENT STANDARDS AS FOLLOWS:
PERIMETER BUILDING SETBACKS
FRONT = 30 FEET
SIDE CORNER = 30 FEET
SIDE: 15 FEET
REAR: 20 FEET
PARKING SETBACK: 10 FEET ADJACENT TO PUBLIC RIGHT-OF-WAY OR PROPERTY LINE
PROPOSED INTERIOR SETBACKS
TOWNHOUSES
FRONT TO FRONT: 50 FEET
FRONT TO REAR: 50 FEET
REAR TO REAR: 35 FEET
REAR TO SIDE: 15 FEET
FRONT TO SIDE: 25 FEET
SIDE TO SIDE: 14 FEET

SINGLE FAMILY
N/A

Plat Book 442 Page 43
CATHELENE ROBINSON
Clerk of Superior Court

OWNER / BUILDER
ROCKLYN HOMES
3505 KOGER BLVD. SUITE 275
DULUTH, GA 30096
24 HOUR CONTACT
TIM JENKINS 770-424-6723

FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK PHASE IIIA

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: MARCH 27, 2019

SHEET 4 OF 4

KEYSTONE LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700

GEORGIA REGISTERED No. 3077 LAND SURVEYOR PATRICK F. CARTER 2-17-2021

As required by subsection (d) of O.C.C.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

REVISIONS	NO.	DATE	COMMENTS	BY
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
CDRA - Engineering and Land Development	Council District 7

Requested Action

Council to confirm the recorded plat for Renaissance of South Park Ph 3B

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 District #7, this 5.94-acre Plat Revision has been subdivided into 53 lots for residential townhomes and 0.84-acre of public roads. This revision updates the survey of the completed buildings.

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

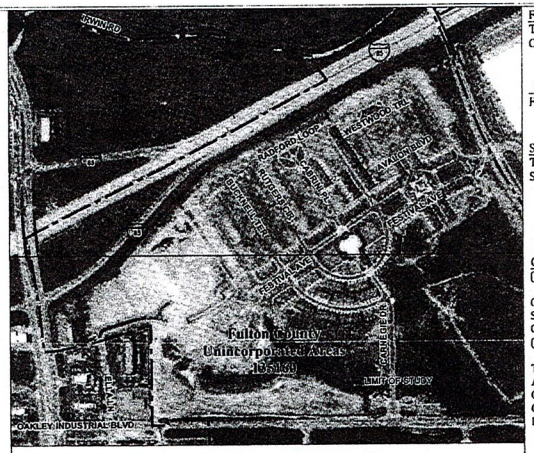
Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval		**Finance Director Approval**
Shayla Reed Digitally signed by Shayla Reed Date: 2021.03.11 12:02:40 -05'00'		

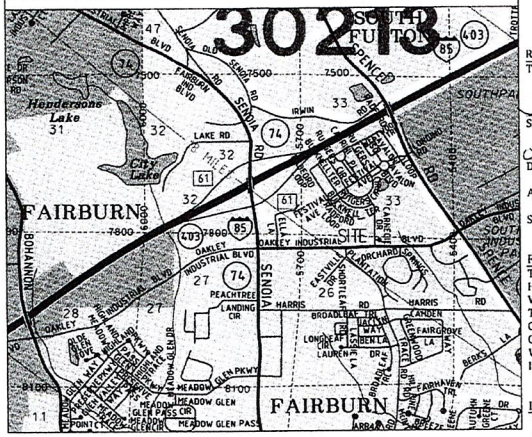
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
		Tammy Saddler Jones 8/18/2021

Plat Book 442 Page 35
Filed and Recorded 07/30/2021 01:14:00 PM
2021-0260232
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 5048281798

Final Plat For Renaissance at South Park Phase III B Lands Lot 33 & 26 9F District City of South Fulton, Fulton County Georgia



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)

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'

SHEET 1 OF 5

FULTON COUNTY DEPARTMNET 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	TYPE OF SEWAGE DISPOSAL
[X] Public Water Supply Individual Meter(s)	[X] Public Sanitary Sewage System
[ ] Public Water Supply Private Master Meter	[ ] Individual Onsite Sewage Management Systems
[ ] Individual Onsite Well Water Supply	

ORIGINALLY APPROVED AND SIGNED 11-22-2019 -- AND RECORDED IN PLAT BOOK 429 PAGES 60-62 ON 3-30-2020

Date Fulton County Department of Health and Wellness

CITY OF FAIRBURN UTILITIES DEPARTMENT APPROVAL
I CERTIFY THAT THIS DEVELOPMENT HAS COMPLIED WITH THE APPLICABLE WATER SERVICES REQUIREMENTS OF CITY OF FAIRBURN AS OF THE FOLLOWING DATE. ANY REVISIONS TO THIS DOCUMENT AFTER THE DATE BELOW THAT MAY AFFECT WATER SYSTEMS PRESENTED HEREON SHALL VOID THIS APPROVAL

APPROVED THIS____ DAY OF _____ 2019
APPROVED 1-3-2020. APPROVAL ON FILE
SIGNATURE PRINTED NAME AND TITLE

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____ DAY OF _____ 2019
ORIGINALLY APPROVED AND SIGNED
2-18-2020 RECORDED IN PB 429 PG 60
SIGNATURE PRINTED NAME AND TITLE

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.

ORIGINALLY APPROVED AND SIGNED 3-27-2020 AND RECORDED IN PLAT BOOK 429 PAGES 60-62 ON 3-30-2020
FOR THE DIRECTOR, COMMUNITY AND REGULATORY AFFAIRS DATE

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

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	0.84 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

SIGNATURE OF SUBDIVIDER

02/17/2021
DATE

ROCKLYN HOMES
TYPED NAME OF OWNER OF RECORD

SIGNATURE OF OWNER OF RECORD

02/17/2021
DATE

ALL OWNERS MUST SIGN THE ORIGINAL DOCUMENT IN A PERMANENT TYPE BLACK INK PRIOR TO SUBMITTAL. (BALLPOINT AND FELT PENS ARE NOT ACCEPTABLE)

AGREEMENTS AND COVENANTS
A DETENTION POND AGREEMENT RECORDED IN PLAT BOOK 60262, PAGES 286-291, 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.

REVISION 1 2-10-2021:
THIS PLAT SUPERCEDES A PORTION OF THAT PLAT RECORDED IN PLAT BOOK 429 PAGES 60-62 ON 3-30-2020. THE PURPOSE OF THIS REVISION IS TO ADD THE ASBUILT BUILDING LOCATIONS WITH METES AND BOUNDS ON SHEETS 4 AND 5

7/26/21
FOR THE DIRECTOR, COMMUNITY AND REGULATORY AFFAIRS DATE

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.

2-17-2021
PATRICK F. CAREY R.L.S. #3077 DATE

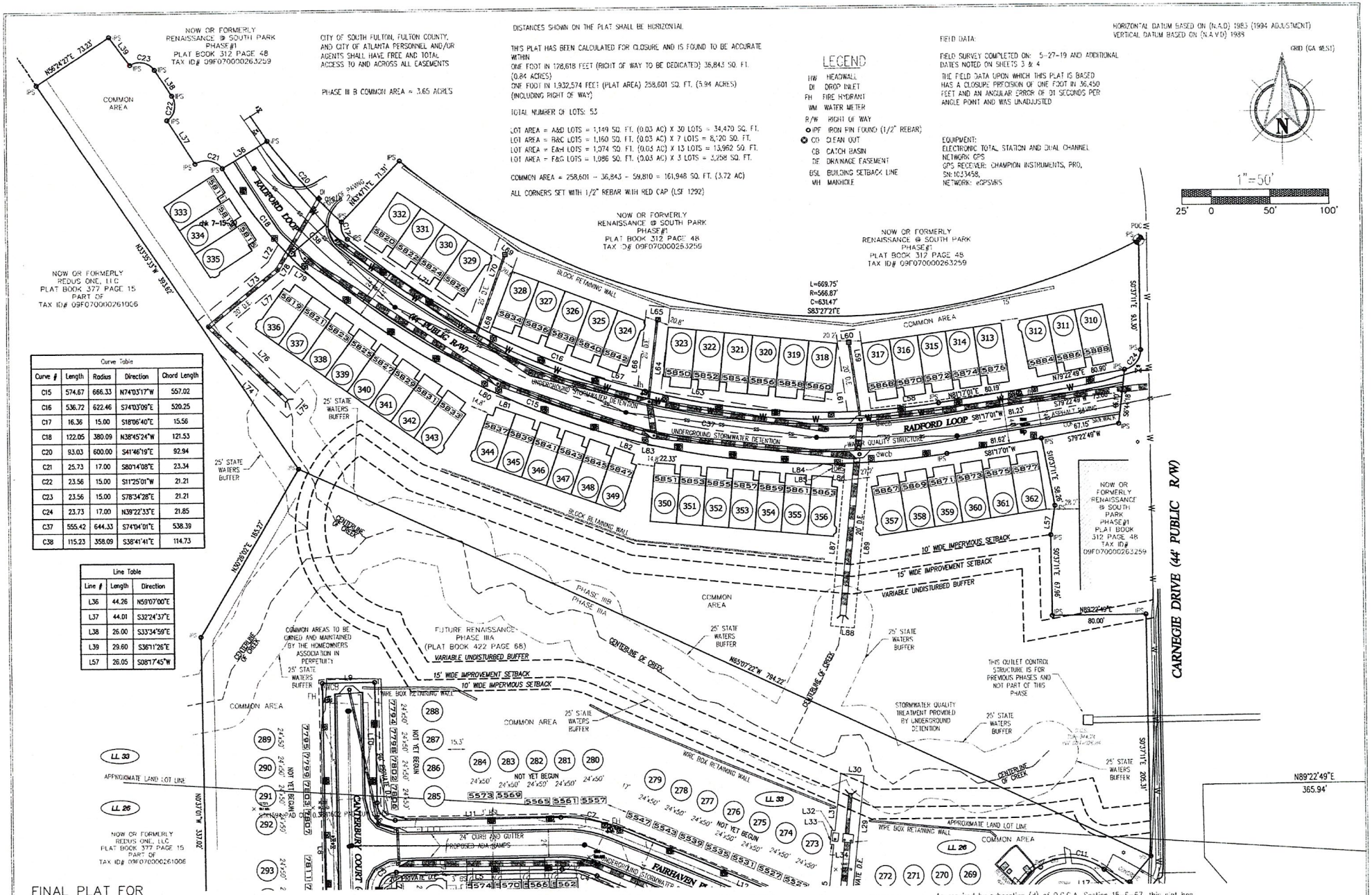
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed 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.

KEYSTONE LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700

GEORGIA REGISTERED No. 3077 LAND SURVEYOR PATRICK F. CAREY 2-17-2021

PATRICK F. CAREY, GA R.L.S. #3077

NO	DATE	COMMENTS	BY
1	7-10-21	add asbuilt buildings	pc
2			
3			
4			
5			
6			
7			
8			



FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK PHASE IIIB

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: JUNE 27, 2019

SHEET 2 OF 5

Plat Book 442 Page 36

KEYSTONE LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700

GEORGIA REGISTERED No. 3077 LAND SURVEYOR PATRICK F. CAREY

PATRICK F. CAREY, GA RLS #3077

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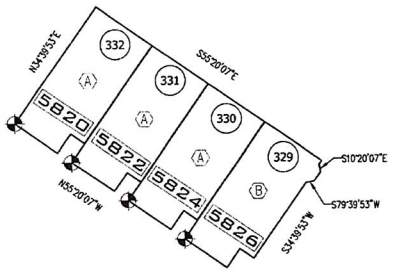
NO	DATE	COMMENTS	SY
1	6-3-19	comments	ps
2			
3			
4			
5			
6			
7			
8			

HORIZONTAL DATUM BASED ON (N.A.D) 1983 (1994 ADJUSTMENT)
VERTICAL DATUM BASED ON (N.A.V.D) 1988

1"=30'

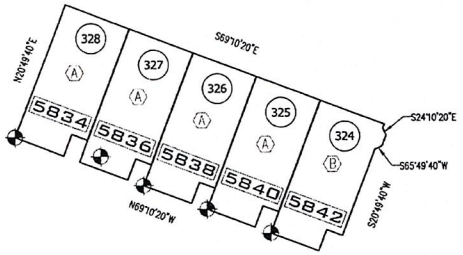
15' 0 30' 60'

GRID (GA WEST)



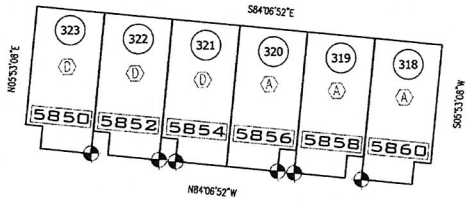
POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
329	599.63	S86°28'58"W
330	618.67	S87°51'24"W
331	638.05	S89°08'53"W
332	657.71	N89°38'19"W

FIELD LOCATED 8-5-2020



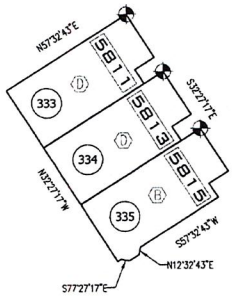
POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
324	472.62	S77°20'20"W
325	492.81	S78°52'43"W
326	513.34	S80°17'47"W
327	534.15	S81°36'15"W
328	555.22	S82°48'49"W

FIELD LOCATED 9-21-2020



POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
318	316.08	S65°01'55"W
319	336.91	S67°07'32"W
320	342.11	S67°36'08"W
321	374.43	S70°13'54"W
322	379.77	S70°37'05"W
323	401.60	S72°04'47"W

FIELD LOCATED 10-19-2020

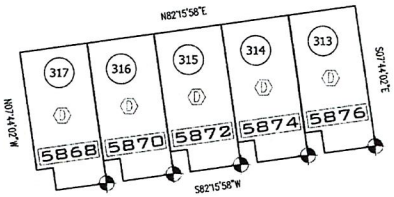


POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
333	786.65	N85°30'27"W
334	772.46	N86°55'49"W
335	758.77	N88°24'19"W

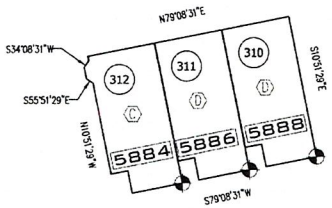
FIELD LOCATED 7-15-2020

POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
313	163.48	S42°52'51"W
314	182.66	S47°39'48"W
315	202.88	S51°30'55"W
316	223.84	S54°39'28"W
317	245.36	S57°15'22"W

FIELD LOCATED 11-13-2020

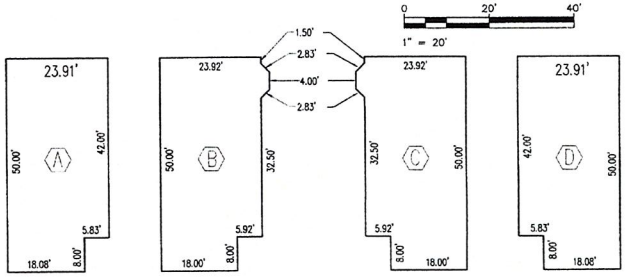


Plat Book 442 Page 37



POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
310	106.01	S12°05'07"W
311	117.47	S22°55'48"W
312	132.32	S31°35'59"W

FIELD LOCATED 12-01-2020



TYPICAL BUILDING DIMENSIONS INTENDED TO FOLLOW OUTSIDE OF EXTERIOR WALLS AND CENTERLINE OF COMMON WALLS AND FORM RIGHT ANGLES AT CORNERS

FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK PHASE IIIB

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: JUNE 27, 2019

SHEET 3 OF 5

KEYSTONE LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700

GEORGIA REGISTERED No. 3077 LAND SURVEYOR PATRICK F. CAREY

PATRICK F. CAREY, GA R.L.S. #3077

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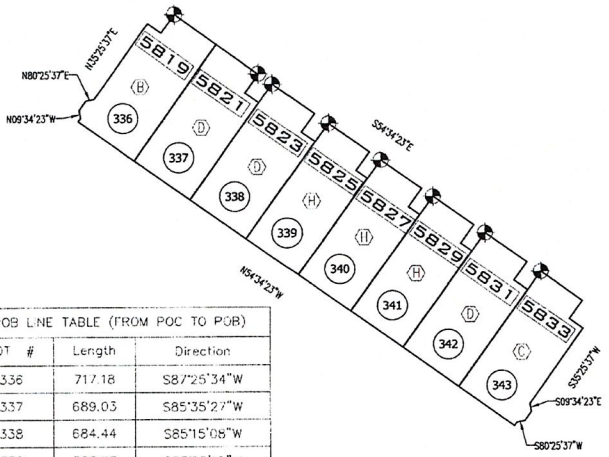
REVISIONS	NO.	DATE	COMMENTS	BY
	1	6-3-19	comments	pc
	2			
	3			
	4			
	5			
	6			
	7			
	8			

HORIZONTAL DATUM BASED ON (N.A.D) 1983 (1994 ADJUSTMENT)
VERTICAL DATUM BASED ON (N.A.V.D) 1988

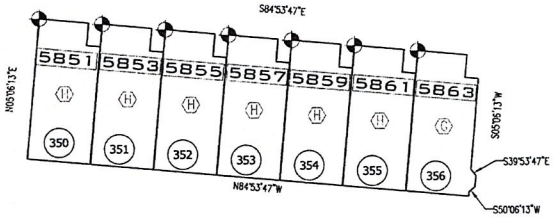
1" = 30'
15' 0 30' 60'

GRID (GA WEST)



POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
336	717.18	S87°25'34"W
337	689.03	S85°35'27"W
338	684.44	S85°15'08"W
339	666.28	S83°55'15"W
340	649.73	S82°36'56"W
341	633.53	S81°14'34"W
342	617.71	S79°47'56"W
343	601.17	S78°09'48"W

FIELD LOCATED 7-27-2020

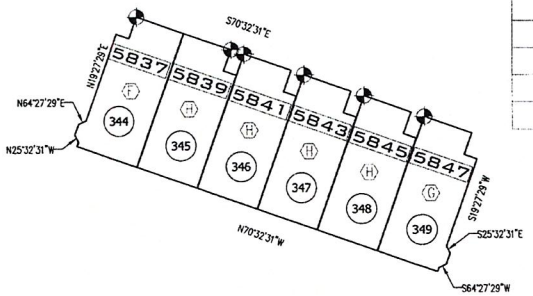


POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
350	453.53	S65°41'24"W
351	434.21	S64°14'33"W
352	415.20	S62°39'41"W
353	396.53	S60°55'48"W
354	378.26	S59°01'46"W
355	360.45	S56°56'19"W
356	343.17	S54°38'02"W

FIELD LOCATED 10-06-2020

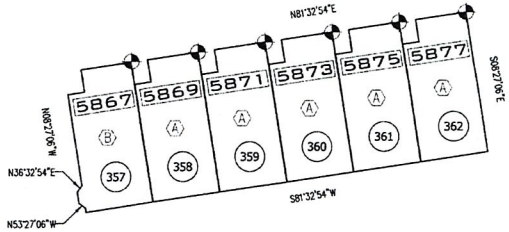
POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
344	564.99	S75°52'59"W
345	536.11	S73°48'33"W
346	532.19	S73°30'21"W
347	514.28	S72°02'42"W
348	496.72	S70°28'47"W
349	479.57	S68°48'03"W

FIELD LOCATED 9-04-2020



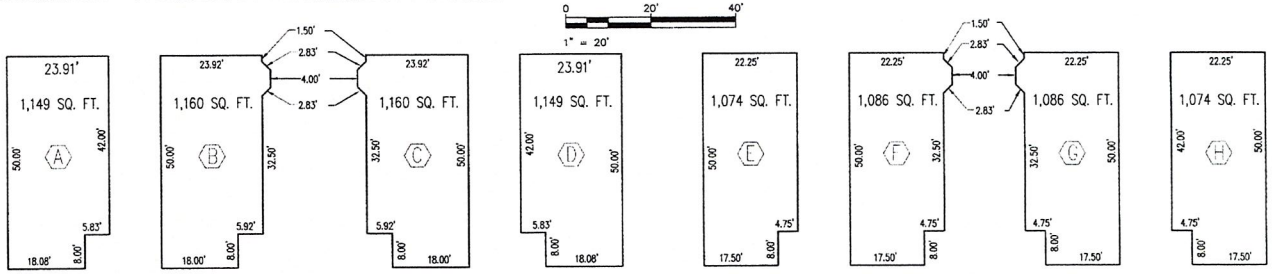
POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
357	285.72	S46°23'04"W
358	266.46	S43°24'40"W
359	248.02	S39°59'06"W
360	230.62	S36°01'34"W
361	214.49	S31°26'48"W
362	199.94	S26°09'46"W

FIELD LOCATED 11-03-2020



Plat Book 442 Page 38

0 20' 40'
1" = 20'



TYPICAL BUILDING DIMENSIONS INTENDED TO FOLLOW OUTSIDE OF EXTERIOR WALLS AND CENTERLINE OF COMMON WALLS AND FORM RIGHT ANGLES AT CORNERS

FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK PHASE IIIB

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: JUNE 27, 2019

SHEET 4 OF 5

KEYSTONE LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700

GEORGIA REGISTERED No. 3077 LAND SURVEYOR PATRICK F. CAREY
2-12-2021
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.

NO.	DATE	COMMENTS	BY
1	6-3-19	comments	pc
2			
3			
4			
5			
6			
7			
8			

Line Table		
Line #	Length	Direction
L58	118.61	S83°24'30"W
L59	68.44	S07°44'02"E
L60	20.00	N82°13'23"E
L61	68.32	N07°44'02"W
L63	112.51	S80°53'43"E
L64	71.64	S06°52'34"W
L65	20.00	S83°07'26"E
L66	69.36	N06°52'34"E
L67	43.29	S75°39'24"E
L68	73.02	S20°49'40"W
L69	20.79	S53°17'32"E
L70	72.81	N20°49'40"E
L71	125.55	S54°53'34"E
L72	17.49	N30°56'54"E
L73	78.05	S50°36'00"W
L74	79.61	S45°40'29"E
L75	20.00	N44°19'31"E
L76	90.05	N45°40'29"W
L77	62.77	N50°33'12"E
L78	8.31	N30°56'54"E
L79	17.84	N56°33'06"W
L80	13.63	N56°33'06"W
L81	25.22	N70°32'36"W
L82	26.33	N70°32'36"W
L83	17.83	N83°15'25"W
L84	12.10	N83°15'25"W
L85	5.36	N06°44'35"E
L86	10.45	N83°15'25"W
L87	139.05	S05°37'45"W
L88	20.00	S84°22'15"E
L89	141.78	N05°37'45"E

ZONING CONDITIONS

200&ZM-002 SFC
2006ZM-0024 SFC, 2006VC-0165 SFC
2010ZM-0002 SFC
2010ZM-0008 SFC
2011ZM-0004 SFC

PETITION NO. 2002T-0124 SFC
2003VC-0229 SFC

APPROVED MIX (MIXED USE) CONDITION
1-TO THE OWNER'S AGREEMENT TO RESTRICT THE USE OF THE SUBJECT PROPERTY AS FOLLOWS:
A. RETAIL, SERVICE COMMERCIAL AND/OR OFFICE AND ACCESSORY USES INCLUDING ALL EXTERIOR FOOD AND BEVERAGE SERVICE AREAS, AT A MAXIMUM DENSITY OF 1C927.84 GROSS SQUARE FEET PER ACRE ZONED OR A TOTAL OF 790,000 SQUARE FEET WHICHEVER IS LESS.
B. NO MORE THAN 1,125 TOWNHOUSES (M18-003)
C. NO LONGER APPLICABLE (M18-003)
D. THE MINIMUM HEATED FLOOR AREA PER DWELLING UNIT SHALL BE A MINIMUM OF 1,100 SQUARE FEET (M18-003)
E. NO LONGER APPLICABLE (M18 003)

2- TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING:

A. TO THE REVISED SITE PLAN RECEIVED BY THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT DATED APRIL 23, 2018, SAID SITE PLAN IS CONCEPTUAL; ANY CHANGES TO THE SITE PLAN MUST BE APPROVED TY THE DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES AND MUST MEET OR EXCEED THE REQUIREMENTS OF THE ZONING RESOLUTION AND THESE CONDITIONS UNLESS OTHERWISE NOTED HEREIN, COMPLIANCE WITH ALL CONDITIONS SHALL BE IN PLACE PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY.

B. TO COMPLY WITH THE SUBDIVISION REGULATIONS 2003, FULTON COUNTY, GEORGIA.

C. ALL RECREATIONAL AND COMMON AREAS WHICH MAY BE HELD IN COMMON SHALL BE ACCESSIBLE VIA DEDICATED ROADWAYS, EASEMENT, 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.

3- TO THE OWNER'S AGREEMENT TO THE FOLLOWING SITE DEVELOPMENT CONSIDERATIONS:

A. DEVELOPMENT STANDARDS AS FOLLOWS:

PERIMETER BUILDING SETBACKS
FRONT: 30 FEET
SIDE CORNER: 30 FEET
SIDE: 15 FEET
REAR: 20 FEET

PARKING SETBACK: 10 FEET ADJACENT TO PUBLIC RIGHT-OF-WAY OR PROPERTY LINE

PROPOSED INTERIOR SETBACKS TOWNHOUSES
FRONT TO FRONT: 50 FEET
FRONT TO REAR: 50 FEET
REAR TO REAR: 35 FEET
REAR TO SIDE: 15 FEET
FRONT TO SIDE: 25 FEET
SIDE TO SIDE: 14 FEET

B. NO MORE THAN 3 EXIT/ENTRANCES ON SPENCE ROAD (SR 92). CURB CUT LOCATIONS AND ALIGNMENTS ARE SUBJECT TO THE APPROVAL OF THE FULTON COUNTY TRAFFIC ENGINEER. (M18-003)
C. NO MORE THAN 3 EXIT/ENTRANCES ON THE NORTH SIDE AND ONE ON THE SOUTH SIDE OF OAKLEY INDUSTRIAL BOULEVARD. CURB CUT LOCATIONS AND ALIGNMENTS ARE SUBJECT TO THE APPROVAL OF THE FULTON COUNTY TRAFFIC ENGINEER. (M18-003)
D. NO MORE THAN 2 EXIT/ENTRANCES ON PLANTATION ROAD. CURB CUT LOCATIONS AND ALIGNMENTS ARE SUBJECT TO THE APPROVAL OF THE FULTON COUNTY TRAFFIC ENGINEER.
E. INTER-PARCEL ACCESS MUST BE PROVIDED BETWEEN LAND USES WITHIN THE DEVELOPMENT OR AS MAY BE APPROVED BY THE FULTON COUNTY TRAFFIC ENGINEER.
F. TO REDUCE THE RESIDENTIAL BUILDING SEPARATIONS AS FOLLOWS: FRONT TO REAR – 50 FEET; REAR TO REAR – 40 FEET; SIDE TO SIDE – 25 FEET. (2003VC-0029-PART1)
G. TO REDUCE THE 25-FOOT BUFFER AND 10-FOOT IMPROVEMENT SETBACK ADJACENT TO THE OUTPARCEL IN POD 3. (2003VC-0029 SFC, PART2)
H. DELETE THE 10 FOOT LANDSCAPE STRIP ADJACENT TO THE PROPERTY ZONED A-L (APARTMENT LIMITED) PURSUANT TO 2006Z-0106 SFC. (2006 VC-0165 SFC)
I. PROVIDE A MINIMUM 10-FOOT WIDE LANDSCAPE STRIP PLANTED TO BUFFER STANDARDS BETWEEN THE FUTURE RESIDENTIAL USE OF POD 2 AND THE NON-RESIDENTIAL USE OF POD 6. THE LCCATION OF THE LANDSCAPE STRIP SHALL BE FLEXIBLE BUT MUST VISUALLY SCREEN ALL NON-RESIDENTIAL BUILDINGS, PARKING AND ACCESSORY STRUCTURES LOCATED IN POD 6 FROM THE FUTURE RESIDENTS OF POD 2.

4- TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING REQUIREMENTS, DEDICATION AND IMPROVEMENTS:

A. RESERVE FOR FULTON COUNTY ALONG THE NECESSARY PROPERTY FRONTAGE OF THE FOLLOWING ROADWAYS, PRIOR TO THE APPROVAL OF THE LAND DISTURBANCE PERMIT, SUFFICIENT LAND AS NECESSARY TO PROVIDE FOR A COMPLIANCE WITH THE COMPREHENSIVE PLAN. ALL BUILDING SETBACK LIENS SHALL BE MEASURED FROM THE DEDICATION BUT AT NO TIME SHALL A BUILDING BE ALLOWED INSIDE THE AREA OF RESERVATION. ALL REQUIRED LANDSCAPE STRIPS AND BUFFERS SHALL STRADDLE THE STRIP OF BUFFER. AT A MAXIMUM, 10 FEET OF THE REQUIRED LANDSCAPE STRIP OR BUFFER SHALL BE LOCATED OUTSIDE THE AREA OF RESERVATION. ALL REQUIRED TREE PLANTINGS PER ARTICLE 4.23 SHALL BE PLACED WITHIN THE PORTION OF THE LANDSCAPE STRIP OR BUFFER THAT LIES OUTSIDE THE AREA OF RESERVATION.

SPENCE RD. (SR92) – AS MAY BE REQUIRED BY THE GEORGIA DEPARTMENT OF TRANSPORTATION.
B. DEDICATE AT NO COST TO FULTON COUNTY ALONG THE ENTIRE PROPERTY FRONTAGE, PRIOR TO THE APPROVAL OF A LAND DISTURBANCE PERMIT, SUFFICIENT LAND AS NECESSARY TO PROVIDE THE FOLLOWING RIGHTS-OF-WAY, AND DEDICATE AT NO COST TO FULTON COUNTY SUCH ADDITIONAL RIGHT-OF-WAY AS MAY BE REQUIRED TO PROVIDE AT LEAST 10 5 FEET OF RIGHT-OF-WAY FROM THE BACK OF CURB OF ALL ABUTTING ROAD IMPROVEMENTS, AS WELL AS ALLOW THE NECESSARY CONSTRUCTION EASEMENTS WHILE THE RIGHTS-OF-WAY ARE BEING IMPROVED:

30 FEET FROM CENTERLINE OF OAKLEY INDUSTRIAL BOULEVARD;
30 FEET FROM THE CENTERLINE OF PLANTATION ROAD;
30 FEET FROM THE CENTERLINE OF SPENCE ROAD (SR 92).

C. PROVIDE A DECELERATION LANE FOR EACH PROJECT ENTRANCE OR AS MAY BE REQUIRED BY THE FULTON COUNTY TRAFFIC ENGINEER.
D. PROVIDE A LEFT TURN LAND FOR EACH PROJECT ENTRANCE OR AS MAY BE REQUIRED BY THE FULTON COUNTY TRAFFIC ENGINEER.
E. PROVIDE THE FOLLOWING INTERSECTION IMPROVEMENTS AT OAKLEY INDUSTRIAL BOULEVARD AND SPENCE ROAD (SR 92) IN COORDINATION WITH THE SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT INTERSECTION IMPROVEMENT PROJECT:

SIGNALIZE THE INTERSECTION:
CONSTRUCT A NORTHBOUND LEFT-TURN LANE AND A SOUTHBOUND RIGHT-TURN LANE ALONG SPENCE RD. (SR 92);
CONSTRUCT A SOUTHBOUND LEFT-TURN LANE AND A NORTHBOUND RIGHT-TURN LANE ALONG SPENCE ROAD;
CONSTRUCT A WESTBOUND LEFT-TURN LANE AND AN EASTBOUND RIGHT-TURN LANE ALONG OAKLEY INDUSTRIAL BOULEVARD;
CONSTRUCT AND EASTBOUND LEFT-TURN LANE AND A WESTBOUND RIGHT-TURN LANE ALONG OAKLEY INDUSTRIAL BOULEVARD;
F. PROVIDE THE FOLLOWING INTERSECTION IMPROVEMENTS AT OAKLEY INDUSTRIAL BOULEVARD AND PLANTATION ROAD:
CONSTRUCT A SOUTHBOUND LEFT-TURN LANE AND A SOUTHBOUND RIGHT-TURN LANE ALONG OAKLEY INDUSTRIAL BOULEVARD;
CONSTRUCT AND EASTBOUND RIGHT-TURN LANE ALONG PLANTATION ROAD
G. 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
H. PLANTATION ROAD MUST BE PAVED FROM OAKLEY INDUSTRIAL BOULEVARD TO HARRIS ROAD.

5- TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING;

A. TO CONTACT THE DIRECTOR OF PUBLIC WORKS, PRIOR TO THE APPLICATION FOR LAND DISTURBANCE PERMIT WITH THE DEPARTMENT OF ENVIRONMENT AND COMMUNITY DEVELOPMENT, TO MEET WITH THE FULTON COUNTY TRAFFIC ENGINEER. A SIGNED COPY OF THE RESULTS OF THESE MEETING WILL BE REQUIRED TO BE SUBMITTED ALONG WITH THE APPLICATION FOR A LAND DISTURBANCE PERMIT.

B. PRIOR TO THE APPLICATION FOR A LAND DISTURBANCE PERMIT WITH THE DEPARTMENT OF ENVIRONMENT AND COMMUNITY DEVELOPMENT, ARRANGE ON-SITE EVALUATION OF EXISTING SPECIMEN TREES/STANDS, 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 A LAND DISTURBANCE PERMIT.
C. PRIOR TO THE APPLICATION FOR A LAND DISTURBANCE PERMIT (LDP) WITH THE DEPARTMENT OF ENVIRONMENT AND COMMUNITY DEVELOPMENT, THE DEVELOPER/ENGINEER SHALL CONTACT THE PUBLIC WORKS DEPARTMENT, WATER SERVICE DIVISION AND ARRANGE TO MEET WITH THE FULTON COUNTY DRAINAGE ENGINEER ON SITE.
D. THE ENGINEER/DEVELOPER IS REQUIRED TO SUBMIT ALONG WITH THE APPLICATION FOR A LDP SIGNED DOCUMENTATION VERIFYING THE STORM WATER CONCEPT PLAN APPROVAL
E. PROVIDE AT THE LDP APPROVAL DOCUMENTATION (SUCH AS CROSS-SECTION, PROFILE, ETC.) DESCRIBING ALL EXISTING NATURAL STREAMS, CREEKS, OR DRAWS GEOMETRY WITHIN THE PROPOSED DEVELOPMENT BOUNDARY AND PROVIDE THE APPROPRIATE BANK EROSION PROTECTION FOR THE CONVEYANCE SYSTEM AFTER DEVELOPMENT.
F. THE DEVELOPER/ENGINEER IS RESPONSIBLE TO DEMONSTRATE TO THE COUNTY BY ENGINEERING ANALYSIS AT THE LDP APPLICATION THAT THE PROPOSED DEVELOPMENT SURFACE WATER RUNOFF CONDITIONS. ARE CONTROLLED AT THE MINIMUM PREDEVELOPMENT LEVEL SO THAT DOWNSTREAM CONVEYANCE SYSTEMS WILL NOT BE IMPACTED, DO NOT AGGRAVATE EXISTING FLOODING OR DRAINAGE PROBLEMS, AND DO NOT CREATE NEW FLOODING OR DRAINAGE PROBLEMS OFF-SITE.
G. PRIOR TO THE APPLICATION FOR LAND DISTURBANCE PERMIT, THE DEVELOPER/ENGINEER SHALL SUBMIT TO THE DEPARTMENT OF PUBLIC WORKS, SURFACE WATER MANAGEMENT SECTION, A PROJECT STORMWATER CONCEPT PLAN. THIS CONCEPT PLAN SHALL INCLUDE A PRELIMINARY DRAWING DESCRIBING THE PROPOSED LOCATION OF THE PROJECT SURFACE WATER QUALITY AND QUANTITY FACILITIES/BEST MANAGEMENT PRACTICES (BMP'S), THE EXISTING DOWNSTREAM OFF-SITE DRAINAGE CONVEYANCE SYSTEM THAT THE PROPOSED DEVELOPMENT RUNOFF WILL IMPACT, AND THE DISCHARGE PATH(S) FROM THE FACILITIES/BMP'S OUTLET(S) THROUGH THE OFFSITE DRAINAGE SYSTEM TO THE APPROPRIATE RECEIVING WATERS. AS PART OF THE CONCEPT PLAN, A PRELIMINARY CAPACITY ANALYSIS SHALL BE PERFORMED ON THE IDENTIFIED OFFSITE DRAINAGE SYSTEM TO IDENTIFY THE CAPACITY OF ALL POINTS OF CONSTRAINT (PIPES, CULVERTS, ETC.) THE POINT IN THE STREAM CHANNEL WHERE 25 YEAR STORM PEAK FLOW IS THE GREATEST PERCENTAGE OF THE CHANNEL CAPACITY, AND THE IMPACT OF POST DEVELOPED FLOWS ON THESE POINTS. THE CRITICAL CAPACITY POINTS SHALL BE SELECTED BASED UPON THE ENGINEERS' PROFESSIONAL JUDGEMENT AND LIMITED FIELD SURVEY DATA.
H. THE DEVELOPER/ENGINEER IS RESPONSIBLE TO CONCEPTUALLY DESCRIBE TO THE COUNTY AT THE STORM WATER CONCEPT PLAN APPROVAL PHASE POST DEVELOPMENT STRUCTURAL BEST MANAGEMENT PRACTICES (BMP'S) TO BE UTILIZED TO REDUCE SURFACE WATER POLLUTION IMPACT ASSOCIATED WITH THE PROPOSED DEVELOPMENT. THE DETAILED ENGINEERING ANALYSIS AND SPECIFICATION OF BMP'S SHALL BE INCLUDED AS PART OF THE LDP STORM WATER SUBMITTAL
I. WHERE STORM WATER CURRENTLY DRAINS BY SHEET FLOW AND IT IS PROPOSED TO BE COLLECTED TO AND/OR DISCHARGED AT A POINT, THE DISCHARGE FROM ANY STORM WATER MANAGEMENT FACILITY SHALL MIMIC PRE-DEVELOPMENT SHEET FLOW CONDITIONS AND SHALL AS A MINIMUM UTILIZE A LEVEL SPREADER AS DESCRIBED IN FULTON COUNTY STORM WATER MANAGEMENT STORM DRAINAGE DESIGN AND CRITERIA MANUAL, DECEMBER 2000*

J. AT THE CONCEPT REVIEW STAGE PROVIDE INFORMATION ON THE STRUCTURAL BEST MANAGEMENT PRACTICES (BMP'S) THAT WILL BE USED TO REMOVE POLLUTANTS, SUCH AS ORGANIC MATTER, OIL AND GREASE FROM PARKING LOT SURFACE WATER RUNOFF LEAVING THE SITE . AN ASSESSMENT OF THE USE OF ABSORPTIVE FILTER CATCH BASIN INSERTS SHALL BE PROVIDED, AND SELECTED BMP'S SHALL BE DESCRIBED AND LOCATED ON THE STORM WATER CONCEPT PLAN.

6- PER THE GEORGIA REGIONAL TRANSPORTATION AUTHORITY (GRTA) DEVELOPMENT OF REGIONAL IMPACT REVIEW (DRI), TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING:

A. PROVIDE A MINIMUM OF 200,000 SQUARE FEET OF COMMERCIAL SPACE.
B. SITE ACCESS – POD 1 SHALL HAVE A MAXIMUM OF TWO SITE ACCESS DRIVES. ONE OF THE DRIVES SHALL ALIGN WITH THE SHARED DRIVE AT POD 3 AND POD 4. POD 4 SHALL HAVE A MAXIMUM OF ONE SITE ACCESS DRIVE ON OAKLEY INDUSTRIAL BOULEVARD. DRIVE SHALL BE SHARED WITH POD 3. POD 5 SHALL NOT HAVE A SITE ACCESS DRIVE ON OAKLEY INDUSTRIAL BOULEVARD. POD 6 SHALL NOT HAVE A SITE ACCESS DRIVE ON OAKLEY INDUSTRIAL BOULEVARD EXCEPT BY WAY OF A SHARED DRIVE WITH POD 2.
C. ROAD CONNECTIVITY – PROVIDE A VEHICULAR CONNECTION BETWEEN POD 1 AND POD 2 AS SHOWN ON SITE PLAN. PROVIDE A VEHICULAR CONNECTION BETWEEN POD 1 AND SENOIA ROAD BY WAY OF A SYSTEM OF PRIVATE DRIVES AS SHOWN ON THE SITE PLAN.
D. PARKING FACILITIES – PROVIDE A MINIMUM OF TWENTY-FIVE COMMUTER RIDESHARE SPACES IN POD 1.
E. PEDESTRIAN FACILITIES – PROVIDE SIDEWALKS ALONG OAKLEY INDUSTRIAL BOULEVARD, PLANTATION ROAD, AND SPENCE ROAD FOR THE ENTIRE SITE FRONTAGE. PROVIDE SIDEWALKS ON BOTH SIDES OF SITE ACCESS DRIVES.
F. THE FOLLOWING IMPROVEMENTS ARE REQUIRED ON AND ADJACENT TO NON-STATE ROUTES:
OAKLEY INDUSTRIAL BOULEVARD @ SPENCE ROAD
*SIGNALIZE THE INTERSECTION.
*PROVIDE A NORTHBOUND LEFT-TURN LANE.
*PROVIDE A SOUTHBOUND LEFT-TURN LANE

OAKLEY INDUSTRIAL BOULEVARD @ PLANTATION ROAD
*CONSTRUCT A SOUTHBOUND LEFT-TURN LANE ALONG OAKLEY INDUSTRIAL BOULEVARD.
*CONSTRUCT A WESTBOUND RIGHT TURN LANE ALONG PLANTATION ROAD.

7- PROPOSED CONDITIONS RELATED TO ALTERING SITE PLAN AFTER GRATE NOTICE OF DECISION: THE ONSITE DEVELOPMENT WILL BE CONSTRUCTED MATERIALLY (SUBSTANTIALLY) IN ACCORDANCE WITH THE SITE DEVELOPMENT PLAN DATED JUNE, 2003 AND RECEIVED BY GRTA ON JUNE 10, 2003, PREPARED BY PBS&J TITLED "SOUTH PARK" AND THE ANALYSIS PREPARED BY PBS & J, DATED MAY 23, 2003 AND RECEIVED BY GRTA ON MAY 27, 2003. CHANGES TO THE SITE PLAN WILL NOT BE CONSIDERED MATERIAL OR SUBSTANTIAL SO LONG AS THE FOLLOWING CONDITIONS ARE INCLUDED AS PART OF ANY CHANGES:

A. ALL OF THE "CONDITIONS TO GRTA NOTICE OF DECISION" SET FORTH IN ATTACHMENT A (RECOMMENDED CONDITION 6) ARE SATISFIED
B. ALL OF THE "ROADWAY IMPROVEMENT AS CONDITIONS TO GRTA NOTICE OF DECISION" SET FORTH IN ATTACHMENT A (RECOMMENDED CONDITION 6) ARE SATISFIED.

ZONING CONDITIONS

PETITION NO. 2010ZM-002 SFC, SPENCE ROAD
CASE NO 2010ZM-002 FC SPENCE ROAD

THE BOARD OF COMMISSIONERS APPROVED THE FOLLOWING MODIFICATION ON MARCH 3, 2010 THE CONDITIONS FOR PETITION 2002Z-0124 SFT SHALL BE REVISED TO READ AS FOLLOWS:

1. TO THE OWNER'S AGREEMENT TO RESTRICT THE USE OF THE SUBJECT PROPERTY AS FOLLOWS:

A. N/A
B. NO MORE THAN 1,125 TOWNHOUSES (M18-003)
C. N/A
D. THE MINIMUM HEATED FLOOR AREA PER DWELLING UNIT SHALL BE A MINIMUM OF 1,100 SQUARE FEET (M18-003)

2. TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING:

A. N/A (M18-003)

3. TO THE OWNER'S AGREEMENT TO THE FOLLOWING SITE DEVELOPMENT CONSIDERATIONS:
A. DEVELOPMENT STANDARDS AS FOLLOWS:
PERIMETER BUILDING SETBACKS
FRONT = 30 FEET
SIDE CORNER = 30 FEET
SIDE: 15 FEET
REAR: 20 FEET
PARKING SETBACK: 10 FEET ADJACENT TO PUBLIC RIGHT-OF-WAY OR PROPERTY LINE
PROPOSED INTERIOR SETBACKS
TOWNHOUSES
FRONT TO FRONT: 50 FEET
FRONT TO REAR: 50 FEET
REAR TO REAR: 35 FEET
REAR TO SIDE: 15 FEET
FRONT TO SIDE: 25 FEET
SIDE TO SIDE: 14 FEET

SINGLE FAMILY
N/A

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CATHELENE ROBINSON
Clerk of Superior Court

FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK PHASE IIIB

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: JUNE 27, 2019

SHEET 5 OF 5

KEYSTONE LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700

GEORGIA REGISTERED No. 3077 LANDSURVEYOR PATRICK F. CAREY

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 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

REVISIONS	NO	DATE	COMMENTS	BY
	1			
	2			
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City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021	
Requesting Department CDRA - Engineering and Land Development	**Council District(s) Affected** Council District 7

Requested Action

Council to confirm the recorded plat for 3895 Jonesboro Road (Senior Living Facility).

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 16.69-acre parcel is being subdivided into two tracts of 10.00 acres and 6.69 acres. The proposed development is a Senior Living Facility, so the parcel has received a zoning modification.

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		**Finance Director Approval**
Shayla Reed Digitally signed by Shayla Reed Date: 2021.03.11 12:02:40 -05'00'		

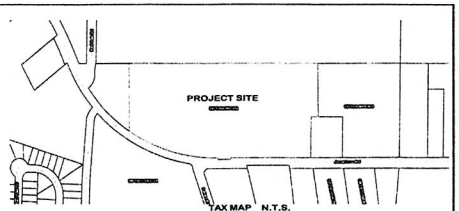
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
		Tamara Saddler Jones 8/18/2021

Plat Book 442 Page 48
Filed and Recorded 08/03/2021 01:29:00 PM
2021-0262442
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 9384011403

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

MINOR SUBDIVISION PLAT

LOCATED IN LAND LOT 59 OF THE 9TH LAND DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA
REFERENCE SUBJECT DEEDS: D.B. 33339, PG. 683 AND D.B. 12896 PG. 333
AFFECTING TAX ID#= 09F130000591172 AND 09F130000591164



ORIGINAL PARCEL SUMMARY

ORIGINAL TAX ID=	AREA=	OWNER=
09F130000591164	1.561 ACRES	DELORES KUNEYL
09F130000591172	16.133 ACRES	MARGARET WEST
TOTAL	17.694 ACRES	

NEW PARCEL SUMMARY

TRACT	ASSIGNED TAX ID=	AREA=	OWNER=
TRACT 1	09F130000XXXXX	10.000 ACRES	DELORES KUNEYL, MARGARET WEST
TRACT 2	09F130000XXXXX	6.694 ACRES	MARGARET WEST
TOTAL		16.694 ACRES	

SURVEYOR 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 THE 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.

Joseph P. Brewer Ga. RLS #3209 7-8-2021

FLOOD HAZARD

THE INTERMEDIATE REGIONAL FLOOD (I.R.F.) AREAS SHOWN HEREON WERE DETERMINED BY THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED HERETO. THE CITY OF SOUTH FULTON DOES NOT, BY APPROVING THIS PLAT, WARRANT THAT LAND OUTSIDE THE AREAS OF FLOOD HAZARD SHOWN, WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. FURTHER, THE CITY OF SOUTH FULTON DOES NOT BY APPROVING THIS PLAT NOR ACCEPTING THE PUBLIC IMPROVEMENTS THEREIN, ASSUME MAINTENANCE OF 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 THE 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.

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, ACCORDANCE WITH THE REQUIREMENTS BELOW:

WATER SUPPLY	SEWAGE DISPOSAL
(X) PUBLIC WATER SUPPLY	( ) PUBLIC SANITARY
( ) INDIVIDUAL WATER SUPPLIES	(X) INDIVIDUAL ONSITE SEWAGE
SERVICE REQUIREMENTS-S/D TYPE	SERVICE REQUIREMENTS-S/D TYPE
(X) TYPE "A"	( ) TYPE "A" ( ) TYPE "C"
( ) TYPE "B"	(X) TYPE "B" ( ) TYPE "D"

8/2/2021 DATE — FULTON COUNTY HEALTH DEPARTMENT

REVISION DATE — FULTON COUNTY HEALTH DEPARTMENT

SURVEYOR CERTIFICATE

"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", an their location, size, type and material is correctly shown."

Joseph P. Brewer Ga. RLS #3209 7-8-2021

MINOR SUBDIVISION PLAT 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.

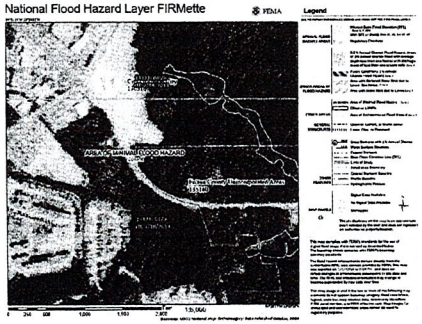
FOR THE DIRECTOR, COMMUNITY DEVELOPMENT SERVICES — 8/3/21 DATE

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 COMMUNITY DEVELOPMENT SERVICES. SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN 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 OT 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 OD SOUTH FULTON'S RIGHT TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNER/S OF THE PROPERTY OR THE LANDS THAT GENERATED CONDITIONS.

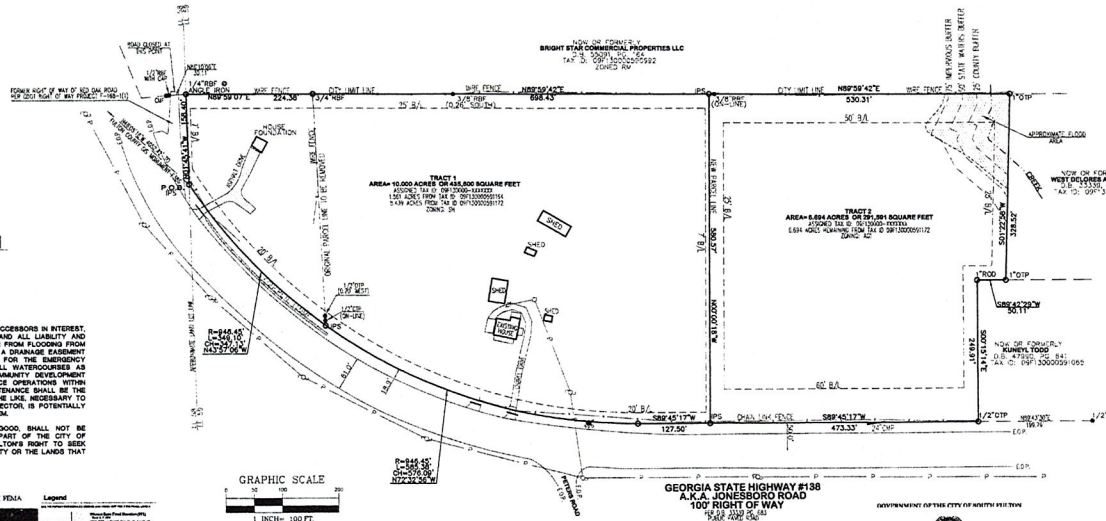
National Flood Hazard Layer FIRMette — FEMA



FLOOD NOTE

A PORTION OF THE SUBJECT PROPERTY LIES IN A DESIGNATED SPECIAL FLOOD HAZARD AREA PER FULTON COUNTY FEMA FLOOD MAP NUMBER 13121C0070J, DATED 9-18-2013.

0.2% ANNUAL CHANCE FLOOD HAZARD. AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.



SURVEYOR'S NOTES

1. A LEICA TS12 ROBOTIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.
2. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 14,777 FEET AND WAS ADJUSTED USING LEAST SQUARES.
3. THE HORIZONTAL AND VERTICAL DATUM FOR WHICH THIS SURVEY IS BASED WAS OBTAINED BY THE USE OF GPS. A CHAMPION NETWORK RTK ROVER WAS USED TO COLLECT CORRECTED MEASUREMENTS REPORTED BY A REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC.
4. VERTICAL DATUM SHOWN HEREON IS NAVD 88 AND AS REPORTED BY THE RTN OPERATED BY EGPS SOLUTIONS, INC.
5. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND CAN BE FOUND ON EACH TRACT.
6. THE RIGHT OF WAY SHOWN HEREON WAS CALCULATED FROM DEEDS AND PLATS OF RECORD AND MONUMENTS FOUND IN THE FIELD. THE CENTERLINE OF THE ROADWAY DOES NOT REPRESENT THE CENTERLINE OF THE RIGHT OF WAY.
7. UTILITY PIPES, LINES, AND APPARATUS'S SHOWN ARE FROM OBSERVED EVIDENCE ONLY BY WHAT WAS VISIBLE ABOVE GROUND OR MARKED ON THE GROUND BY OTHERS. ALL BELOW GROUND UTILITIES SHOWN ON THIS MAP SHOULD BE CONSIDERED APPROXIMATE LOCATIONS.
8. THE BEARING BASIS USED TO PREPARE THIS PLAT IS BASED UPON NAD-83, GEORGIA STATE PLANE, WEST ZONE COORDINATES. ALL DIRECTIONS AND DISTANCES SHOWN HEREON ARE A GROUND LEVEL PROJECTION OF THE SYSTEM.
9. THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) AS RECORDED IN DEED BOOK _____ PAGE(S) _____ WHICH HEREBY BECOMES A PART OF THIS PLAT.
10. WATER SERVICE PROVIDED BY ATLANTA.
11. WASTEWATER SERVICE PROVIDED BY ATLANTA. FULTON COUNTY. 8/9/21
12. THE PROPOSED LAND DEVELOPMENT USE IS FOR A SENIOR LIVING FACILITY.

OWNER'S ACKNOWLEDGEMENT

(STATE OF GEORGIA)
(CITY OF SOUTH FULTON)
(FULTON COUNTY)

THE OWNER OD 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 A ACTUAL SURVEY, DEDICATES TO THE PUBLIC 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	_____ ACRES
PUBLIC SEWER EASEMENTS	_____ ACRES
PUBLIC DRAINAGE EASEMENTS	_____ ACRES
PUBLIC PARKS/OPEN SPACE	_____ ACRES

TYPED NAME OF SUBDIVIDER — SIGNATURE OF SUBDIVIDER — DATE: July 31, 2021

TYPED NAME OF OWNER OF RECORD — SIGNATURE OF OWNER OF RECORD — DATE: July 31, 2021

OWNER
MARGARET WEST
3825 JONESBORO ROAD
FAIRBURN, GA. 30213

OWNER
DELORES KUNEYL
3895 JONESBORO ROAD
FAIRBURN, GA. 30213

DEVELOPER
CRN DEVELOPMENT, LLC
704 SADDLEBROOK DR
KILLEN, AL. 35645
PHONE: 256-335-3990

ZONING INFO

ZONING CLASSIFICATION: SH (SENIOR HOUSING)
ACCORDING TO CASE NUMBER Z20-003
BUILDING SETBACKS:
FRONT: 20'
REAR: 20'
SIDE: 7'

SYMBOL LEGEND

- LIGHT POLE
- POWER POLE
- TRAFFIC POLE
- TRAFFIC POST
- SANITARY SEWER MANHOLE
- STM CB — STORM WATER CATCH BASIN
- TRANS — TRANSFORMER ELECTRIC
- FENCE LINE
- TITLE EXCEPTION
- JUNCTION BOX
- FIRE HYDRANT
- WATER VALVE
- STORM PIPE
- SANITARY SEWER CLEAN OUT

TEXT LEGEND

C.L.	CENTER LINE
C.O.	SEWER CLEAN OUTTEN
C.M.P.	CORRUGATED CONCRETE PIPE
D.I.	DROP INLET
D.W.M.	DRAINAGE METAL PIPE
E.O.P.	EDGE OF PAVEMENT
E.L.	ELEVATION
F.F.E.	FINISHED FLOOR ELEVATION
G.I.	GRATE INLET
H.D.P.	HDPE DTN CORRUGATED
I.P.	IRON PIPE
I.R.F.	IRON REBAR FOUND
I.R.S.	IRON REBAR SET
L.L.	LAND LOT LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.P.	POWER POLE
P.R.O.W.	PROJECT R/W
R.C.P.	REINFORCED CONCRETE PIPE
W.M.	WATER METER
W.V.	WATER VALVE
S.F.H.	FLARED END SECTION
S.M.H.	SANITARY SEWER MANHOLE
T.B.M.	TEMPORARY BENCH MARK

STATEMENT OF SLOPE EASEMENT

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

PREPARED BY:
acre
PROFESSIONAL SURVEYORS
A GEORGIA LAND SURVEYING FIRM: LSF# 001105
ACRE GROUP, INC.
1397 WASHINGTON ST. | MADISON | GEORGIA 30650 | 706.431.4990

NO.	DATE:	REVISION:

SURVEY INFORMATION: LAND LOT: 59 DISTRICT: 9TH COUNTY: FULTON
DATE: 7/20/2020 DRAWN: BY: J BENNETT
CITY: SOUTH FULTON SCALE: 1"=100' DATE OF FIELD WORK: 7/1/2020
JOB NUMBER: JO-304

MINOR SUBDIVISION SURVEY FOR:
CRN DEVELOPMENT, LLC

SHEET:
1 OF 1

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021	
Requesting Department CDRA - Engineering and Land Development	**Council District(s) Affected** Council District 7

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 #7, 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		**Finance Director Approval**
Shayla Reed Digitally signed by Shayla Reed Date: 2021.03.11 12:02:40 -05'00'		

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
		Tamara Addison Jones 8/18/2021

Plat Book 442 Page 73
Filed and Recorded 08/09/2021 09:14:00 AM
2021-0266184
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 8882290181

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

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

LOCATION SKETCH N.T.S.

IRON PIN FOUND · IRON PIN PLACED · BREAK POINT · PHOTO REFERENCE · EXCEPTIONS · PARKING BOLLARD · CONCRETE MON. FOUND · 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 · OVERHEAD PWR. · WATER LINE · COMM. LINE · SEWER PIPE · FENCE LINE · GAS LINE · UNDERGROUND PWR.

N/F GIOVINCO & ALVEREZ PROPERTIES I LLC DBA POD PROPERTIES DB:44571; PG:677
TAX PARCEL: 13 0068 LL1829

N/F BLADE PROPERTIES INC DB:51252; PG:277
TAX PARCEL: 13 0068 LL1811

N89°56'23"E 366.42

IPF 4RB N:1313193.8738 E:2203807.9960

PIPE CONTINUES IN THIS DIRECTION, UNABLE TO DETERMINE CONNECTIVITY

FULTON COUNTY SEWER LINE EASEMENT 0.074 ACRE +/-

N00°12'03"E 96.20

S89°39'14"W 137.96

127.96' CONCRETE PLUME

IPF HOLE IN CONCRETE 10.00'

IPF 5RB

IPF 4RB

IPF AXLE

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

N/F TEP BISCAYNE LP DB:58959; PG:20
TAX PARCEL: 13 0068 LL1605

N00°03'46"W 150.04

N89°39'22"W 251.58

PROPERTY LINE PER DB:42197 PG: 506

TRACT 1
0.952 ACRES
41467 S.F.

N/F RCM PROPERTIES LLC DB:42197; PG:506
PART OF TAX PARCEL: 13 0068 LL1852
5343 OLD NATIONAL HIGHWAY

TRACT 2
0.802 ACRES
34927 S.F.

N/F RCM PROPERTIES LLC DB:42197; PG:506
PART OF TAX PARCEL: 13 0068 LL1852

N/F RCM PROPERTIES LLC DB:42207; PG:469
TAX PARCEL: 13 0068 LL1845
5371 OLD NATIONAL HIGHWAY

FULTON COUNTY SEWER LINE EASEMENT 0.061 ACRE +/-

IPF 4RB N:1312946.3839 E:2203842.2762

N89°39'22"W 272.92

67.9'

BISCAYNE DRIVE
PRIVATE DRIVE

40' FRONT BUILDING SETBACK

OLD NATIONAL HIGHWAY
AKA GA 279
100' PUBLIC RIGHT-OF-WAY

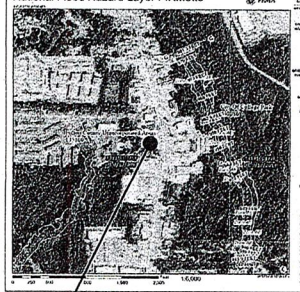
65.5' BC-BC

51.1' CL-R/W

GRID NORTH GA. WEST ZONE

SCALE: 1" = 30' GRAPHIC SCALE 0 15 30 60 90

National Flood Hazard Layer FIRMette



FLOOD MAP
NOT TO SCALE

GEORGIA REGISTERED No. 2980 PROFESSIONAL LAND SURVEYOR

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	SEWAGE DISPOSAL
Public Water Supply	Public Sanitary
( ) Individual Water Supplies	( ) Individual Onsite Sewage
Service Requirements – S/D Type	Service Requirements – S/D Type
Type "A"	( ) Type "A" ( ) Type "C"
( ) Type "B"	Type "B" ( ) Type "D"

8/6/2021 Date — Fulton County Health Department

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 - 0 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 ABROGATION 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 THEREON ACTUALLY EXIST, AND ARE MARKED AS "FUTURE", AND THEIR LOCATION, SIZE, TYPE AND MATERIAL IS CORRECTLY SHOWN"

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

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.

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 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.

KEVIN COONEY - GA PLS 2980

SOUTHLAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

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

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021	
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		**Finance Director Approval**
Shayla Reed Digitally signed by Shayla Reed Date: 2021.03.11 12:02:40 -05'00'		

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
		Tammy Saddler Jones 8/18/2021

Plat Book 442 Page 68
Filed and Recorded 08/05/2021 12:19:00 PM
2021-0264559
CATHELLINE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 0459597283

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

811 Know what's below. Call before you dig.

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 13121C0458F, BOTH DATED SEPTEMBER 18, 2013.

PURPOSE OF THIS PLAT IS TO COMBINE TAX PARCELS 09F280101070774 AND 09F280101070469 INTO ONE PARCEL.

SURVEY NOTES

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN ±5,000' (FEET), AND AN ANGULAR ERROR OF ±5" (INCHES) PER ANGLE POINT, AND WAS ADJUSTED USING A COMPASS RULE.
2. FIELD WORK COMPLETED NOVEMBER 20, 2020.
3. THE FOLLOWING TYPE OF EQUIPMENT WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT: TOPCON GTS-225 & RICOH TD5 DATA COLLECTOR.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,437,606 FEET.
5. I HAVE EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR FULTON COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBERS 13121C0458F & 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".
6. 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.
7. ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATES A 1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "GRAY 25217-2870", UNLESS OTHERWISE NOTED.
8. 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.
9. 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.
10. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).
11. PROPERTY ZONED: M-2 (HEAVY INDUSTRIAL DISTRICT) PER ZONING PETITION #Z-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
12. WATER SERVICES PROVIDED BY CITY OF ATLANTA.
13. 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 456.05 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 38 minutes 22 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 00 degrees 33 minutes 06 seconds East, a distance of 612.89 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2870) 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 55 minutes 21 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. A FIRE HYDRANT OR WATER SOURCE APPROVED BY THE FIRE DEPARTMENT MUST BE AVAILABLE WITHIN 500 FEET OF THE DWELLING'S MOST REMOTE POINT.

B. AN ALL-WEATHER DRIVEWAY OF AT LEAST 14 FEET WIDTH AND HAVING A VERTICAL CLEARANCE OF 13 FEET 6 INCHES MUST BE PROVIDED.

C. AN APPROVED TURNAROUND AT THE DEAD END OF ANY ROAD OR DRIVE OVER 150 FEET LONG MUST BE PROVIDED.

D. 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:
X PUBLIC WATER SUPPLY
__ INDIVIDUAL WATER SUPPLIES

SERVICE REQUIREMENTS - S/D TYPE
X TYPE "A"
__ TYPE "B"

SEWAGE DISPOSAL:
X PUBLIC SANITARY
__ INDIVIDUAL ONSITE SEWAGE

SERVICE REQUIREMENTS - S/D TYPE
__ TYPE "A" __ TYPE "C"
__ TYPE "B" __ TYPE "D"

7/29/2021
DATE

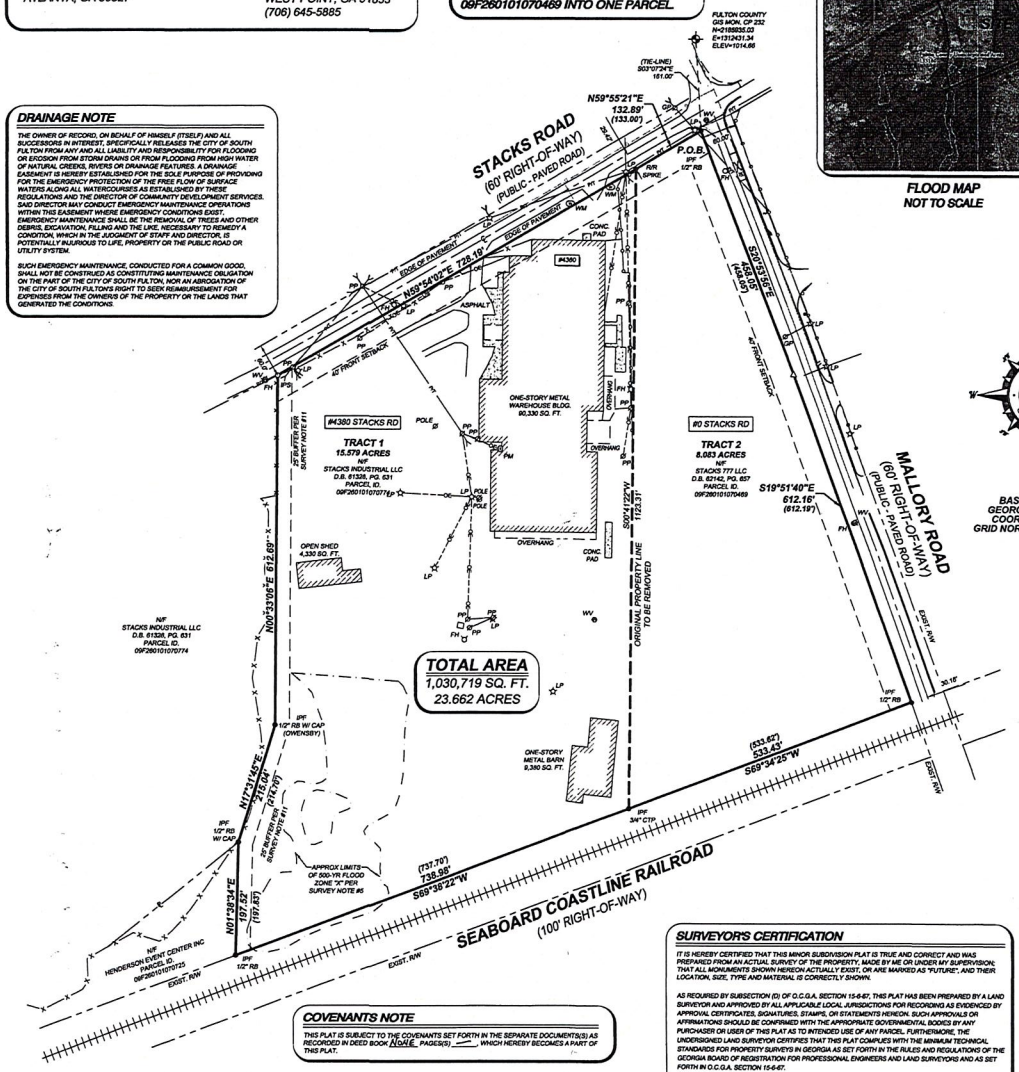
FULTON COUNTY HEALTH DEPARTMENT

REVISION DATE: FULTON COUNTY HEALTH DEPARTMENT

DRAINAGE NOTE

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 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 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 OWNERS OF THE PROPERTY OR THE LANDS THAT GENERATED THE CONDITIONS.



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)(S) AS RECORDED IN DEED BOOK NOAE, PAGES(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

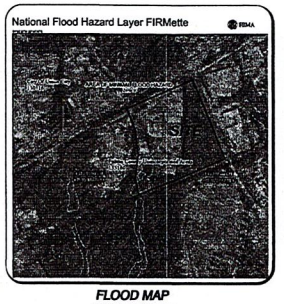
SURVEYOR'S CERTIFICATION

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 #2870 — 7-23-21 DATE
sgray@harris-gray.com
HARRIS GRAY LLC
https://harris-gray.com/
824 THIRD AVE, WEST POINT, GEORGIA 31833
CERTIFICATE OF AUTHORIZATION NO. LSF-001188

National Flood Hazard Layer FIRMette



FLOOD MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING
GEORGIA STATE PLANE
COORDINATE SYSTEM
GRID NORTH - GA WEST ZONE

LEGEND

○	IRON PIN SET – 1/2" REBAR
●	IRON PIN FOUND – AS NOTED
IPS	IRON PIN SET
IPF	IRON PIN FOUND
▣	CONCRETE MONUMENT
△	CALCULATED POINT
CMF	CONCRETE MONUMENT FOUND
CTP	CRIMP TOP PIPE
OTP	OPEN TOP PIPE
RB	REBAR
EXIST	EXISTING
P.O.B.	POINT OF BEGINNING
(123.45')	RECORDED DISTANCE
R/W	RIGHT OF WAY
℄	PROPERTY LINE
℄	CENTERLINE
-OHE-	OVERHEAD ELECTRIC LINE
-P/T-	POWER & TELEPHONE LINE
-FO-	UNDERGROUND FIBER OPTIC
-G-	UNDERGROUND GAS
-X-	CHAIN-LINK FENCE
-O-	WOOD FENCE
GP	GUY POLE
PP	POWER POLE
LP	LIGHT POLE
PM	POWER METER
WM	WATER METER
WV	WATER VALVE
MH	MANHOLE
D.B.	DEED BOOK
PG.	PAGE
N	NORTH
S	SOUTH
E	EAST
W	WEST
NW	NORTHWEST
NE	NORTHEAST
SW	SOUTHWEST
SE	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
⊞	WATER METER
⊕	FIRE HYDRANT
Ⓢ	SANITARY MANHOLE

SURVEY REFERENCE

1. ALTA SURVEY FOR J & E REAL ESTATE INVESTMENTS, PERFORMED BY SOUTHEASTERN ENGINEERING, INC., DATED SEPTEMBER 27, 2004, LAST REVISED FEBRUARY 26, 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
0' 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 PARK/OPEN SPACE	0 ACRES

USPF/SREP SOUTH FULTON OWNER LP
TYPED NAME OF SUBDIVIDER
SIGNATURE OF SUBDIVIDER
07.26.21 DATE

USPF/SREP SOUTH FULTON OWNER LP
TYPED NAME OF OWNER OF RECORD
SIGNATURE OF OWNER OF RECORD
07.26.21 DATE

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

GRAPHIC SCALE
0 50 100 200 300

BRIANNE GRAY NO. 3079 REGISTERED LAND SURVEYOR STATE OF GEORGIA

DATE	REVISIONS	BY
7/23/21	REVISED PER COMMENTS	JRW

HARRIS GRAY, LLC
ENGINEERS · SURVEYORS · PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LSF 001188
824 THIRD AVENUE · WEST POINT, GEORGIA 31833
PHONE: (706) 643 - 5885

COMBINATION PLAT FOR
SOUTH FULTON COMMERCE CENTER
LAND LOT 107, 9F DISTRICT
CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA

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'

S:\SURVEY NEWS\SURVEYING PROJECTS\GEORGIA\2020\FULTON\GA200278 STRATEGIC REAL ESTATE (4380 STACKS RD)\SOUTH FULTON\DRAWINGS\STACKS COMBO PLAT.DWG

SHT. 1 OF 1

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
CDRA - Engineering and Land Development	Council District 6

Requested Action

Council to confirm the recorded plat for Diamond Hall Catering (2380 Burdett 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 #6, this 1.72 acre parcel is being combined from a 0.59 acre tract and a 1.13 acre tract. The existing building will be renovated into a Catering Facility with parking and landscaping.

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		**Finance Director Approval**
Shayla Reed Digitally signed by Shayla Reed Date: 2021.03.11 12:02:40 -05'00'		

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
		Tamm Saddler Jones 8/18/2021

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

DATUMS

Datums:

Horizontal: Grid North, NAD83, West Zone (North American Datum of 1983), U.S. Survey Foot, Fulton County, Georgia.

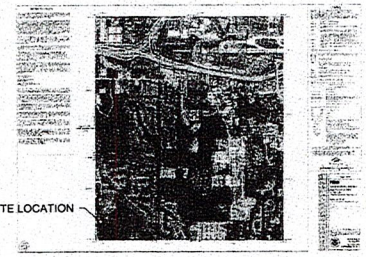
Vertical: NAVD88

Geoid: Geoid12A Conus

Water service provided by City of Atlanta.
Wastewater service provided by On-site Sewage System.

FLOOD NOTE

According to the Flood Insurance Rate Map (F.I.R.M.) of Fulton County, panel number 13121C0477F, dated 09/18/2013, a portion of this property is not located in a Flood Hazard Area.



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 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 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.

LEGEND

- SIGN
- GROUND LIGHT
- LIGHT POLE
- +719.51 SPOT ELEVATION
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- IRRIGATION CONTROL VALVE
- WATER MARKER/ MONUMENT
- WATER VAULT
- GRATE INLET
- STORM SEWER MANHOLE
- SANITARY SEWER MANHOLE
- CLEANOUT
- GREASE TRAP
- UTILITY POLE
- GUY WIRE
- ELECTRIC BOX
- ELECTRIC MANHOLE
- EECTRIC METER
- TRANSMISSION POLE
- GAS VALVE
- GAS METER
- TELEPHONE MANHOLE
- TELEPHONE BOX
- TELEPHONE PEDESTAL
- FIBER OPTIC MARKER
- FIBER OPTIC BOX
- TRAFFIC SIGNAL POLE
- PARKING COUNT
- HANDICAP PARKING COUNT
- HARDWOOD TREE
- ORNAMENTAL TREE
- MAILBOX
- BENCHMARK
- IRON PIN FOUND
- IRON PIN SET
- R/W MARKER
- LL 245 LAND LOT

(M) MEASURED DISTANCE
(C) CALCULATED DISTANCE
(R) RECORD DISTANCE

- UNDERGROUND TELEPHONE
- OVERHEAD TELEPHONE
- STORM SEWER LINE
- SANITARY SEWER
- WATER LINE
- GAS LINE
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- UNSPECIFIED UTILITY
- OVERHEAD FIBER
- UNDERGROUND FIBER
- OVERHEAD CABLE TV
- UNDERGROUND CABLE TV
- TRAFFIC SIGNAL CONTROL WIRE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CHAINLINK FENCE
- WROUGHT IRON FENCE
- WOODEN FENCE

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 0.0 acres
Public Sewer Easements 0.0 acres
Public Drainage Easements 0.0 acres
Public Parks/Open Space 0.0 acres

RICHARD H. & PAULETTE C. THWEATT	RICHARD H. & PAULETTE C. THWEATT
Typed Name of Subdivider	Typed Name of Owner of Record
Signature of Subdivider	Signature of Owner of Record
8/3/21	8/3/21
Date	Date

MINOR SUBDIVISION PLAT 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 8/4/21

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 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	SEWAGE DISPOSAL
⋈ Public Water Supply	( ) Public Sanitary
( ) Individual Water Supplies	⋈ Individual Onsite Sewage
Service Requirements – S/D Type	Service Requirements – S/D Type
⋈ Type "A"	( ) Type "A" ⋈ Type "C"
( ) Type "B"	( ) Type "B" ( ) Type "D"
8/2/2021 Date	Fulton County Health Department
Revision Date	Fulton County Health Department

SHEET MAP INDEX

SHEET NO./TITLE

1. COVER SHEET
2. EXISTING TRACT NOS. 1 AND 2
3. CONSOLIDATED TRACT

REFERENCES

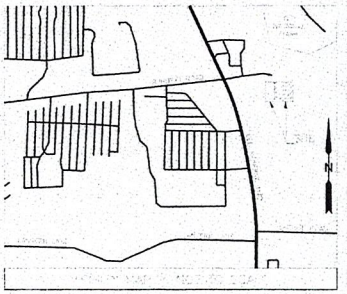
1. SURVEY PREPARED BY ESTON PENDLEY & ASSOCIATES, INC. DATED AUGUST 2, 1985.
2. QUIT CLAIM DEED BETWEEN U.S. BANK NATIONAL ASSOCIATION AND SUNTRUST BANK, DATED FEBRUARY 18, 2014 AND RECORDED IN DEED BOOK 53634, PAGE 698, FULTON COUNTY RECORDS.
3. QUIT CLAIM DEED BETWEEN GENUINE PARTS COMPANY AND ATLANTA TIRE GIANT, INC. DATED SEPTEMBER 27, 2016 AND RECORDED IN DEED BOOK 56707, PAGE 81, AFORESAID RECORDS.
4. FULTON COUNTY RECORDS.
5. ALL OTHER REFERENCES ARE AS SHOWN HEREON.

30' 0 30'
BAR SCALE 1" = 30'

STATEMENT OF SLOPE EASEMENT

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

GRID NORTH
GEORGIA WEST STATE PLANE
NAD 83 (2011)



Plat Book 442 Page 65
Filed and Recorded 08/05/2021 10:47:00 AM
2021-0264410
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 5408618449

ZONED:C-2 OLD NATIONAL OVERLAY DISTRICT
SETBACKS
FRONT YARD: 40 FEET
SIDE YARD: 25 FEET
REAR YARD: 25 FEET

SURVEY

1. ALL EASEMENTS AND RIGHTS OF WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE ARE SHOWN HEREON; OTHERS MAY EXIST OF WHICH THE SURVEYOR HAS NO KNOWLEDGE AND OF WHICH THERE IS NO OBSERVABLE EVIDENCE. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD BOTH WRITTEN AND UNWRITTEN.
3. ALL UNDERGROUND UTILITIES SHOWN ARE BASED UPON FIELD OBSERVATIONS AND VISIBLE MARKINGS FOUND BY ATWELL, LLC, IN OCTOBER 2019. UNDERGROUND UTILITIES WERE MARKED BY SUBSURFACE UTILITY INVESTIGATIONS, LLC. PHONE NUMBER 770-537-4142. FOR ADDITIONAL INFORMATION REFER TO UTILITY REPORT PROVIDED BY SUBSURFACE UTILITY INVESTIGATIONS, LLC. CONTRACTOR SHOULD VERIFY ALL UNDERGROUND UTILITIES BEFORE ANY CONSTRUCTION BEGINS.
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   LINEAR: TRIMBLE SR ROBOTIC TOTAL STATION
   GPS: TRIMBLE R6 GPS RECEIVER
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9. STATE, COUNTY, & LOCAL BUFFERS AND SETBACKS MIGHT EXIST ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
10. CONTOURS AND SPOT ELEVATIONS SHOWN HEREON ARE BASED ON U.S.G.S. DATUM (NAVD 88).
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SURVEYOR'S CERTIFICATE

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GEORGIA REGISTERED LAND SURVEYOR CLYDE R. ELDRIDGE

July 19, 2021
CLYDE R. ELDRIDGE, GA. R.L.S. #2654 — DATE

811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
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ATWELL
866.850.4200 www.atwell-group.com
1800 PARKWAY PLACE, SUITE 700
MARIETTA, GA 30067
770.429.2001 | FAX 770.429.2018

LOCATED IN
LAND LOT 101
13TH DISTRICT
FULTON COUNTY, GEORGIA

CLIENT: RICHARD & PAULETTE THWEATT, OWNER

RICHARD & PAULETTE THWEATT
MINOR SUBDIVISION PLAT
2380 OLD NATIONAL HIGHWAY RD
TAX PARCEL: 13 0101 LL0739 &
TAX PARCEL: 13 0101 LL0747

DATE:
SEPTEMBER 10, 2020
1. REVISED OWNER NAMES & ADD SHEET 2 (10-14-20)
2. REV. PER TWAT 1 (05-03-21)
3. REV. PER CITY COMMENTS (07-15-21)

REVISIONS

SCALE: 0 25 50
1" = 50 FEET
DR. MGB CH. CRE
P.M. CRE
BOOK: --
JOB #: 20003225
SHEET NO.: 1 OF 3

CAD FILE: 20003225-BD01_07121.DWG

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

DATUMS

Datums:

Horizontal: Grid North, NAD83, West Zone (North American Datum of 1983), U.S. Survey Foot, Fulton County, Georgia.

Vertical: NAVD88

Geoid: Geoid12A Conus

FLOOD NOTE

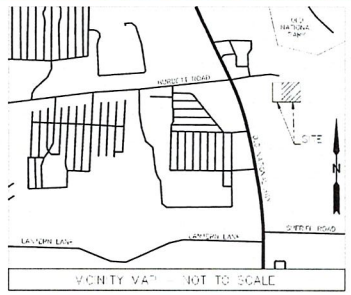
THE PROPERTY SHOWN HEREON IS NOT LOCATED IN A FLOOD HAZARD AREA AS DEFINED BY THE FEMA FLOOD INSURANCE RATE MAP (FIRM) MAP OF FULTON COUNTY, GEORGIA PANEL No. 13121C0477F, EFFECTIVE DATE: 09/18/2013.

SITE ADDRESS

2380 BURDETT ROAD
ATLANTA, GEORGIA 30349

Plat Book 442 Page 66

GRID NORTH
GEORGIA WEST STATE PLANE
NAD 83 (2011)



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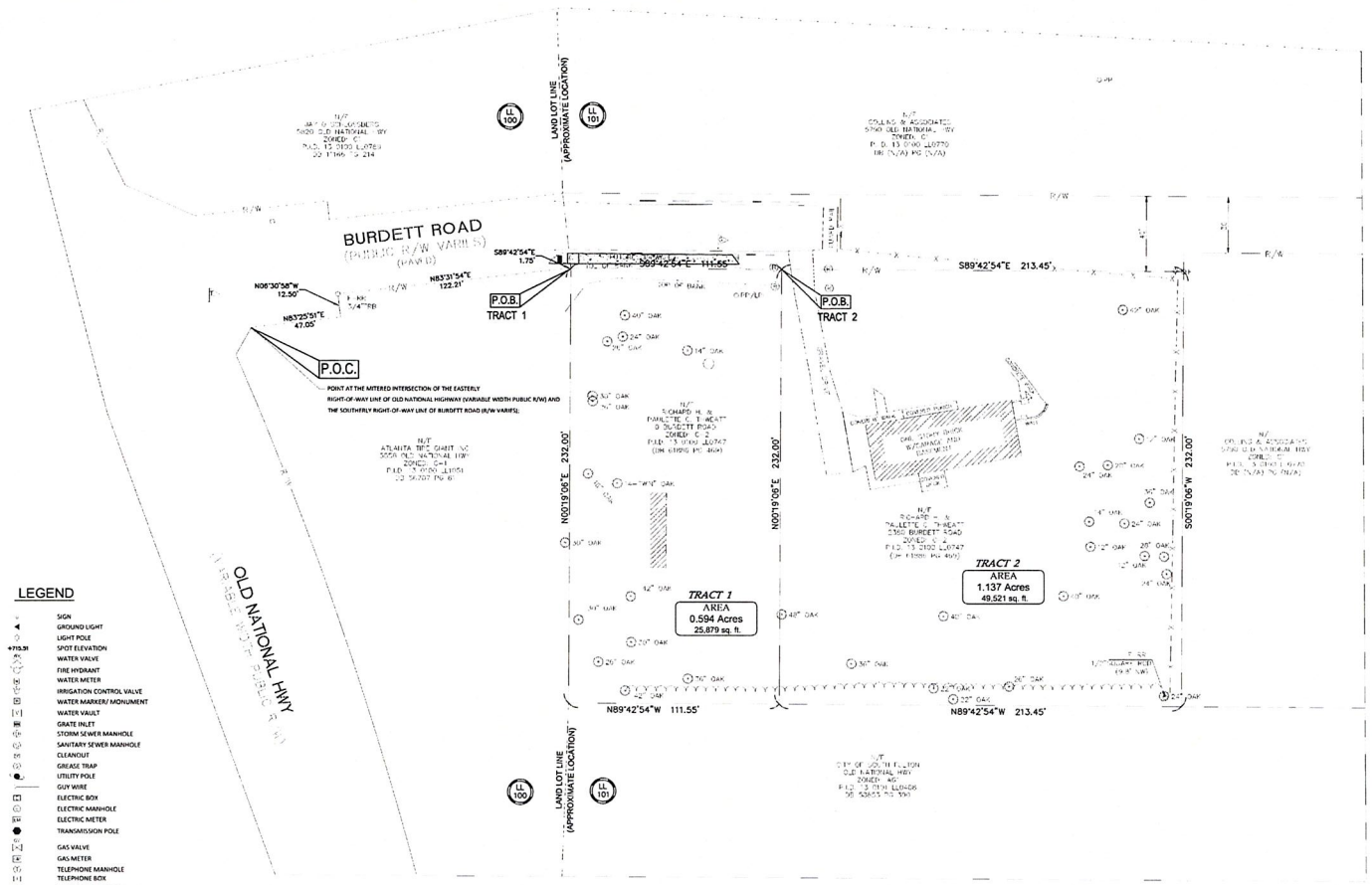

LEGEND

	SIGN
	GROUND LIGHT
	LIGHT POLE
+715.31	SPOT ELEVATION
	WATER VALVE
	FIRE HYDRANT
	WATER METER
	IRRIGATION CONTROL VALVE
	WATER MARKER/ MONUMENT
	WATER VAULT
	GRATE INLET
	STORM SEWER MANHOLE
	SANITARY SEWER MANHOLE
	CLEANOUT
	GREASE TRAP
	UTILITY POLE
	GUY WIRE
	ELECTRIC BOX
	ELECTRIC MANHOLE
	ELECTRIC METER
	TRANSMISSION POLE
	GAS VALVE
	GAS METER
	TELEPHONE MANHOLE
	TELEPHONE BOX
	TELEPHONE PEDESTAL
	FIBER OPTIC MARKER
	FIBER OPTIC BOX
	TRAFFIC SIGNAL POLE
	PARKING COUNT
HC	HANDICAP PARKING COUNT
	HARDWOOD TREE
	ORNAMENTAL TREE
	MAILBOX
	BENCHMARK
	IRON PIN FOUND
	IRON PIN SET
	R/W MARKER
LL 263	LAND LOT

(M)	MEASURED DISTANCE
(C)	CALCULATED DISTANCE
(R)	RECORD DISTANCE
	UNDERGROUND TELEPHONE
	OVERHEAD TELEPHONE
	STORM SEWER LINE
SA	SANITARY SEWER
W	WATER LINE
G	GAS LINE
OHE	OVERHEAD ELECTRIC
UGE	UNDERGROUND ELECTRIC
	UNSPECIFIED UTILITY
OHF	OVERHEAD FIBER
UGF	UNDERGROUND FIBER
OHC	OVERHEAD CABLE TV
UGC	UNDERGROUND CABLE TV
TSC	TRAFFIC SIGNAL CONTROL WIRE
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	CHAINLINK FENCE
	WROUGHT IRON FENCE
	WOODEN FENCE

REFERENCES

1. SURVEY PREPARED BY ESTON PENDLEY & ASSOCIATES, INC. DATED AUGUST 2, 1985.
2. QUIT CLAIM DEED BETWEEN U.S. BANK NATIONAL ASSOCIATION AND SUNTRUST BANK, DATED FEBRUARY 18, 2014 AND RECORDED IN DEED BOOK 53634, PAGE 698, FULTON COUNTY RECORDS.
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BAR SCALE
1" = 30'

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GEORGIA REGISTERED No. 2659 LAND SURVEYOR CLYDE R. ELDREDGE

July 19, 2021
CLYDE R. ELDREDGE, GA. R.L.S. #2659 DATE

ATWELL
1800 PARKWAY PLACE, SUITE 700
MARIETTA, GA 30067
770.429.1499 GA# 000218
866.850.4200 www.atwell-group.com

LOCATED IN
LAND LOT 101
13TH DISTRICT
FULTON COUNTY, GEORGIA

CLIENT: RICHARD & PAULETTE THWEATT, OWNER

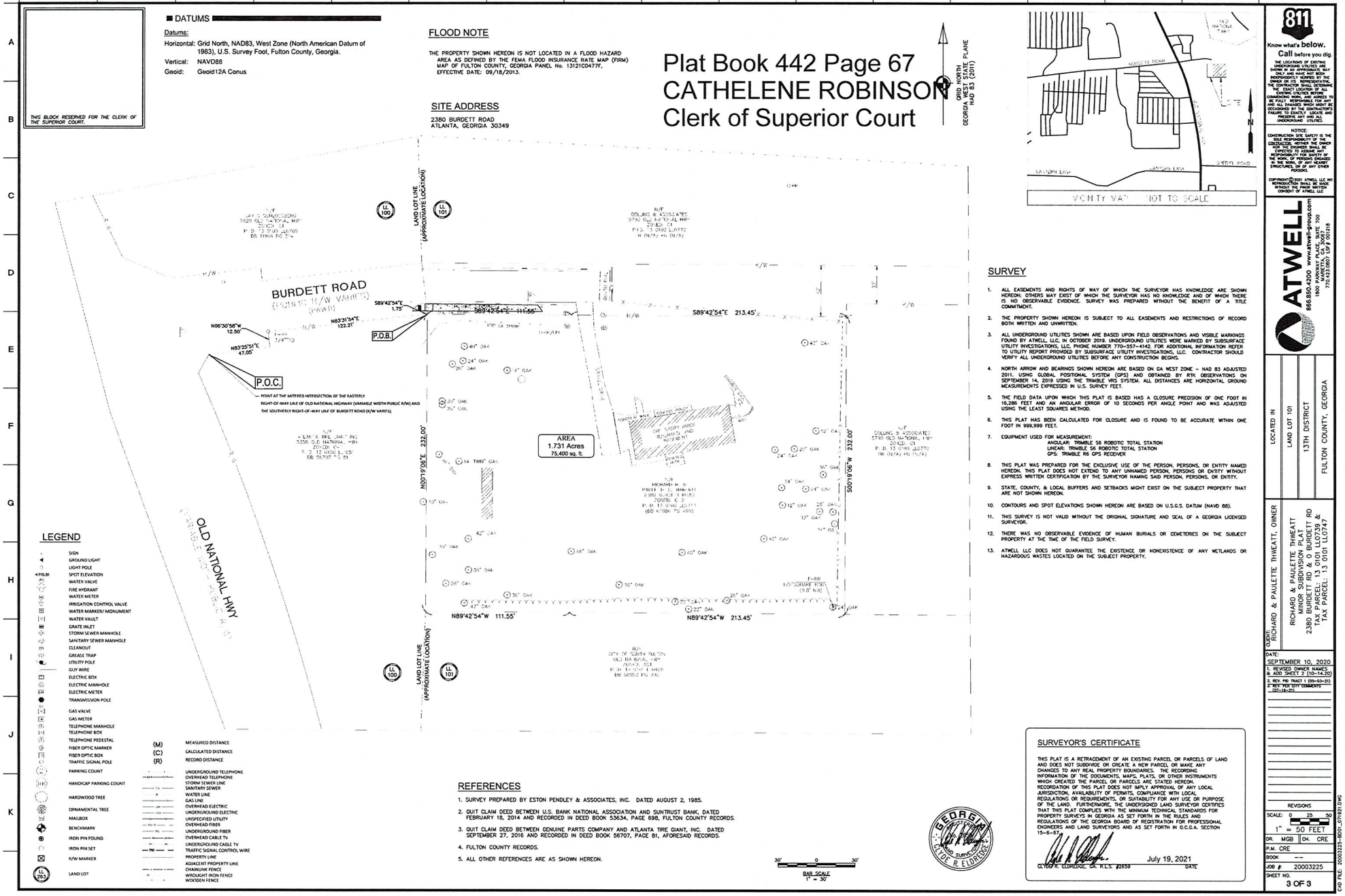
RICHARD & PAULETTE THWEATT MINOR SUBDIVISION PLAT
2380 BURDETT RD & 0 BURDETT RD
TAX PARCEL: 13 0101 LL0739 &
TAX PARCEL: 13 0101 LL0747

DATE: SEPTEMBER 10, 2020
1. REVISED OWNER NAMES & ADD SHEET 2 (10-14-20)
2. REV. PID TRACT 1 (05-03-21)
3. REV. PER CITY COMMENTS (07-16-21)

REVISIONS

SCALE: 0 25 50
1" = 50 FEET
DR. MGB CH. CRE
P.M. CRE
BOOK --
JOB # 20003225
SHEET NO. 2 OF 3

CAD FILE: 20003225-BOO1_07921.DWG


Plat Book 442 Page 67
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DATUMS
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Vertical: NAVD88
Geoid: Geoid12A Conus
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SITE ADDRESS
2380 BURDETT ROAD
ATLANTA, GEORGIA 30349
GRID NORTH GEORGIA WEST STATE PLANE NAD 83 (2011)
VICINITY MAP NOT TO SCALE
BURDETT ROAD
OLD NATIONAL HWY
LAND LOT LINE (APPROXIMATE LOCATION)
LL 100
LL 101
P.O.B.
P.O.C.
POINT AT THE MITERED INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF OLD NATIONAL HIGHWAY (VARIABLE WIDTH PUBLIC R/W) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF BURDETT ROAD (R/W VARIES).
S89°42'54"E 1.75'
S89°42'54"E 111.55'
S89°42'54"E 213.45'
N06°30'56"W 12.50'
N83°31'54"E 122.21'
N83°25'51"E 47.05'
N00°19'06"E 232.00'
S00°19'06"W 232.00'
N89°42'54"W 111.55'
N89°42'54"W 213.45'
AREA
1.731 Acres
75,400 sq. ft.
BAR SCALE
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LEGEND
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ATWELL
1800 PARKWAY PLACE, SUITE 700
MARIETTA, GEORGIA 30067
770.423.0900 FAX 770.423.0905
LOCATED IN
LAND LOT 101
13TH DISTRICT
FULTON COUNTY, GEORGIA
OWNER:
RICHARD & PAULETTE THREATT
MINOR SUBDIVISION PLAT
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REVISIONS
SCALE: 0 25 50
1" = 50 FEET
DR. MGB CH. CRE
P.M. CRE
BOOK --
JOB # 20003225
SHEET NO.
3 OF 3
CAD FILE: 20003225-BDRY_ATY101.DWG

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 Service Authorization #3 for JAT Consulting Services, Inc. to finalize the FY21 budget remainder of FY21 in an amount not to exceed $65,000
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
JAT Service Authorization #3	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021	
Requesting Department City Manager's Office	**Council District(s) Affected** Citywide

Requested Action

Request Council Approval to execute Service Authorization #3 for JAT Consulting Services, Inc. to finalize the FY21 and FY22 budgets in an amount not to exceed $65,000.

Requirements for Council Action (City specific Council policy, statute or code requirement)

Staff recommends approval.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

JAT Consulting Services, Inc. (JAT) has been providing guidance and assistance during the FY22 Budget Process to include but not limited to reviewing revenue projections prepared by City staff, assisting with developing personnel budgets, and facilitating capital and operating requests from departments. Additionally, approval of the authorization will allow JAT to continue consultant work and assist with closing out FY21 in the absence of a permanent finance director. We are actively recruiting for a permanent director.

Funding Source (if applicable)

Professional Service: 100-1320-52-1200

Financial Impact (if applicable)

Not to exceed $65,000

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**
_____	_____	Tammi Saddler Jones

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Old National LCI (CDRA)	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
CDRA - Planning and Zoning	5,6,7

Requested Action

Council approval of the contract between South Fulton and the Atlanta Regional Commission (ARC) for the purpose of beginning the Old National LCI update. This project will take place over FY22 and FY23.

Requirements for Council Action (City specific Council policy, statute or code requirement)

Council's agreement of contractual terms by vote of approval.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

Upon being awarded an LCI grant for the current awards cycle, the City needed to complete several administrative steps to begin the project. One of those is the signing of the official contract from ARC to solidify the agreement between the two entities.

The end result of this project will be a complete update to the Old National LCI, which will include robust public participation and comprehensive recommendations for future development.

Funding Source (if applicable)

Funding has been previously identified from the City's grant matching fund.

Financial Impact (if applicable)

The City has a $30,000 match.

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval	**Finance Director Approval**
Shayla Reed Digitally signed by Shayla Reed Date: 2021.08.13 14:30:33 -04'00'	8/18/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
8.18.21	VDH	8/18/2021

SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, 2021, by and between the City of South Fulton, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.

2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.

3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before October 31, 2022.

4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this Agreement shall not exceed $120,000.

5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his authorized agent, the Subgrantee shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the

method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

Notwithstanding the foregoing, it is the policy of ARC that only highly qualified consultant teams shall be used to perform planning work. The Subgrantee agrees that it shall conduct procedures in accordance with 2 C.F.R. 200.320(d) using competitive proposals. Evaluation criteria will be established such that proposers' qualifications carry the most weight in the selection process. While cost or price may be factor in the evaluation process, ARC's policy is that cost and price shall comprise no more than 25% of the overall weighted criteria established for said process. Failure to comply with this policy will result in disapproval of any subcontract(s) and withdrawal of ARC funding.

6. Prompt Payment and Retainage. The prime subgrantee agrees to pay each subcontractor under this prime grant for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime subgrantee receives from ARC. The prime subgrantee agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

   Any subgrantee found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.

7. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.

8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.

9. Insurance. The Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.

10. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Director of the Center for Livable Communities as his agent for purposes of this contract only, except for Amendments and Terminations.

11. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.

12. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

13. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subgrantee to the extent the Federal Government deems appropriate.

14. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.

15. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for

inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.

16. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

17. No Obligation by the Federal Government. ARC and the Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

18. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

19. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.

20. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

21. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall

acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

22. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.

23. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.

24. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.

25. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

26. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee

acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-Subgrantees to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-Subgrantees shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-Subgrantee's computer systems will be removed.

27. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.

28. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends $750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:

    a. For all agreements:

        i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as

the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.

v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et set.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.

ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

x. The Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

xi. The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Subgrantee further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

b. For agreements involving either full or partial federal financial assistance for construction projects(s):

   i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

   ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.

c. For agreements exceeding $100,000.00 in federal financial assistance:

   i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

29. Certifications.

a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.

b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.

c. Drug-Free Workplace. The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.

d. The Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

30. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Subgrantee further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

    The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

    The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

31. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.

32. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion

after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

33. Termination of the Agreement for Cause. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.

34. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.

35. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.

36. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by the cognizant Center Director who, after advisory consultation with all appropriate ARC officials (e.g., Director of Business Services, General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Center Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the Director of Business Services.

The decision of the Center Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the cognizant Center Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the cognizant Center Director. A copy of the decision shall also be furnished to the Director of Business Services.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Subgrantee or subgrant contract already executed, the Subgrantee or subgrantee shall proceed diligently with the performance of the contract and in accordance with the cognizant Center Director's decision.

Nothing in the foregoing shall be construed as making final the decisions of the cognizant Center Director or the Executive Director as such decision relate to question of law.

37. Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either Party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both Parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this agreement to the extent feasible.

38. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

_____

CITY OF SOUTH FULTON

By: _____

Title: _____

ATTEST:

_____
ARC Assistant Secretary

ATLANTA REGIONAL COMMISSION

By: _____
Executive Director

By: _____
Chair

ATTACHMENT A

Scope of Work

I. General: The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) sub-element:

102CAS - Livable Centers Initiative Investment Policy Studies (LCI)

II. Area covered: All the necessary services provided in this subgrant contract will support the study of LCI-related programs and projects within the Old National LCI Study area located within the City of South Fulton. The study area may extend beyond these limits if needed for logical termini purposes.

III. Goal: Portions of the Atlanta Metropolitan Transportation Planning Area are in maintenance for both ozone and PM2.5 standards under the Clean Air Act Amendments of 1990. Because of this designation, the region must look toward better development practices that support increased use of transportation modes other than single occupant vehicles (SOV) to help reduce emissions and meet air quality requirements. The LCI Program seeks to increase the use of alternatives to driving alone by developing transportation projects and other programs to improve accessibility, expand mixed-uses, utilize transit, and support further development in the study area. Evaluation of the existing structure and development of likely scenarios should produce recommendations for future investment that support ARC's Livable Centers Initiative Program. improving safety and walkability will result in the increases in the alternatives to driving alone.

IV. Work Tasks:

The City of South Fulton will prepare an update to the Old National LCI study. The purpose of this study is to keep the LCI plan relevant and produce new recommendations for implementation.

The City of South Fulton and ARC anticipate the following outcomes from the study to be:

- Inform stakeholders about the City of South Fulton's vision and goals for the Old National area.
- Develop a framework of policies and programs to help accomplish the vision.
- Develop guidance for development type, scale, and character in the study area.
- Identify key redevelopment sites and strategies to activate them.
- List and prioritize implementation strategies, specifically for public investment in the Old National area
- Develop transportation investments that provide for safe movement of pedestrians, bicycles, and transit in, through and around the Old National area.

The work to be accomplished under this contract is divided into the following tasks:

Task 1– Public Engagement:

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area, with efforts and accommodations made to include low to moderate income, minority, and elderly or disabled citizens. The subgrantee will conduct an outreach process that promotes the involvement of all stakeholders in the study area. In addition to residents, businesses, and property owners, key stakeholders in this process should also include ARC, MARTA, and The ATL Authority. The ARC Project Manager must be notified of all meetings taking place.

- Project information shall be uploaded to the subgrantee website to provide basic project information to the public along with project materials and meeting summaries.
- A Project Management Team shall be formed with representatives from the City of South Fulton and ARC.
- The subgrantee and consultant team will seek input and comments from a project advisory group of major stakeholders

The subgrantee will schedule at least five public open engagement opportunities, in a format determined by the project team, the following topics/milestones should be covered by the public engagement activities (at a minimum):

- Provide an overview of the study process, the goals of the study, key dates, and opportunities for public input.
- Solicit opinions on goals and objectives of the study, community needs, strengths, weaknesses, opportunities, and threats related to transportation in the study area.
- Seek input and consensus on the preferred concept, typical sections, or improvements. Seek approval of final plan documents and concepts.

Virtual meetings and/or digital engagement activities can be used to meet the above activities.

- *Final Plan Review and Transportation Coordination Meetings*
  A transportation project coordination meeting is required to be conducted prior to finalizing the LCI plan recommendations. To ensure the transportation projects are feasible, the coordination meeting should include all affected organizations (such as GDOT, MARTA, etc.) to discuss potential projects prior to the transportation improvement list being finalized.

  The final plan review is to be at the ARC offices to discuss the plan process, issues, or unique activities that occurred, and future projects that are needed to implement the plan once the plan is complete.

Task 2 – Plan Development

The goal of this task is to develop and improve the LCI area's urban design elements, including pedestrian, bicycle, and transit elements, wayfinding, public space activation, and lighting as well as the transportation network. In addition, the analysis and recommendations will look at the LCI area's economic and development characteristics to prepare a strategy that supports the

plan recommendations, ensures the proposed plan is realistic, and provide guidance for future actions.

This analysis and recommendations should be coordinated with other completed studies, programs, developments, and organizations. At a minimum, this study will evaluate and address the following information:

- **Vision Creation**

Develop a new vision and goals for the Old National Area

Area and Existing Plan Assessment

- Prepare an updated assessment of existing physical conditions of roadways and trails, including existing bicycle and pedestrian infrastructure, transit stops, traffic control devices, crashes involving pedestrians, and right of ways.
- Examine and summarize existing LCI, economic strategies, transit, trail, land use and transportation plans, development proposals, and zoning that would have an impact on this study area.
- Review the most recent LCI action plan and identify the status of each item listed.
- Review the level of market opportunity and depth by land use and product type (i.e., how much and what type of retail is needed, overbuilt, etc.).
- Evaluate the demand and feasibility assessment for housing (by type and cost), retail, office, and other uses within the LCI area and assessment of competing uses in districts near the LCI area.

- **Economic and Development Strategy**
  - Identify where new development can be located to catalyze further reinvestment most effectively.
  - Identify new housing, commercial, and office development types that can be introduced within the LCI study area that align with development type, scale, and character in the study area or community vision.
  - Develop recommendations and strategies that identify best practices, development incentives and/or financing mechanisms for housing and economic development that align with the Regional Housing Strategy and The Atlanta Region's Plan.
  - Develop recommendations and strategies for existing business retention.
  - Create site-specific recommendations for 2-3 catalytic sites in the Old National area that include a market analysis, regulatory recommendations, and visualization of key concepts. These could include interim or temporary uses to activate the area before development occurs. These recommendations should an assessment of community and economic benefits.
  - Develop revised land use zoning ordinance, development regulations and/or other locally adopted policies to support the concept plan and street design standards.

- **Transportation Strategy**
  - Create internal mobility improvements including traffic calming, pedestrian and bicycle circulation, transit access, and safety and security of all modes.
  - Propose Transportation demand reduction measures.
  - Define street level improvements including bike facilities, transit stop improvements, sidewalks, pedestrian crossings, or other pedestrian enhancements.

- Develop the continuity of local streets in study area and extension of the street grid.
- Examine and propose temporary and interim transportation improvements.
- Develop opportunities for incorporation of smart community elements into the study area including but not limited to:
  - Pedestrian Crossings
  - Vehicle Charging
  - Signals
  - Transit
- Develop conceptual renderings of the key transportation recommendations.
- Ensure the incorporation of green infrastructure within transportation recommendations.

- **Placemaking Strategy**
  - Identify potential locations for public space and placemaking activation in the LCI area.
  - Determine public space and placemaking elements and strategies, including but not limited to public art, wayfinding, lighting both decorative and safety, and streetscapes.
  - Determine creative bus stop concepts that could be implemented along the corridor.

Task 3 –Prepare Project Deliverables

The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final study/plan document. The final study document shall include the following (not necessarily in this order):

- **Summaries of the plan development process**:
  - A description of the study process and methodology, data gathering techniques and findings, and general outcomes.
  - A description of the public participation process used to achieve a community-supported program of improvements.
  - Summary of the Area and Plan Assessments.
- **Draft Concept Plan**
  - An area plan map outlining the type of elements and strategies to be installed at recommended locations.
  - Summaries of the Strategies written in a cohesive, user friendly format.
  - Maps, concept illustrations, and other graphic representations to support the plan including (but not limited to): the study area, existing land use, future land use, existing transportation facilities, developments, and proposed transportation improvements.
- **Implementation Strategy**
  - Describe the organizational structure and processes that will be used to ensure the action plan items are implemented. Focus should be given to collaboration opportunities with other organizations and strategies to ensure continued support from local elected officials, residents, and businesses.

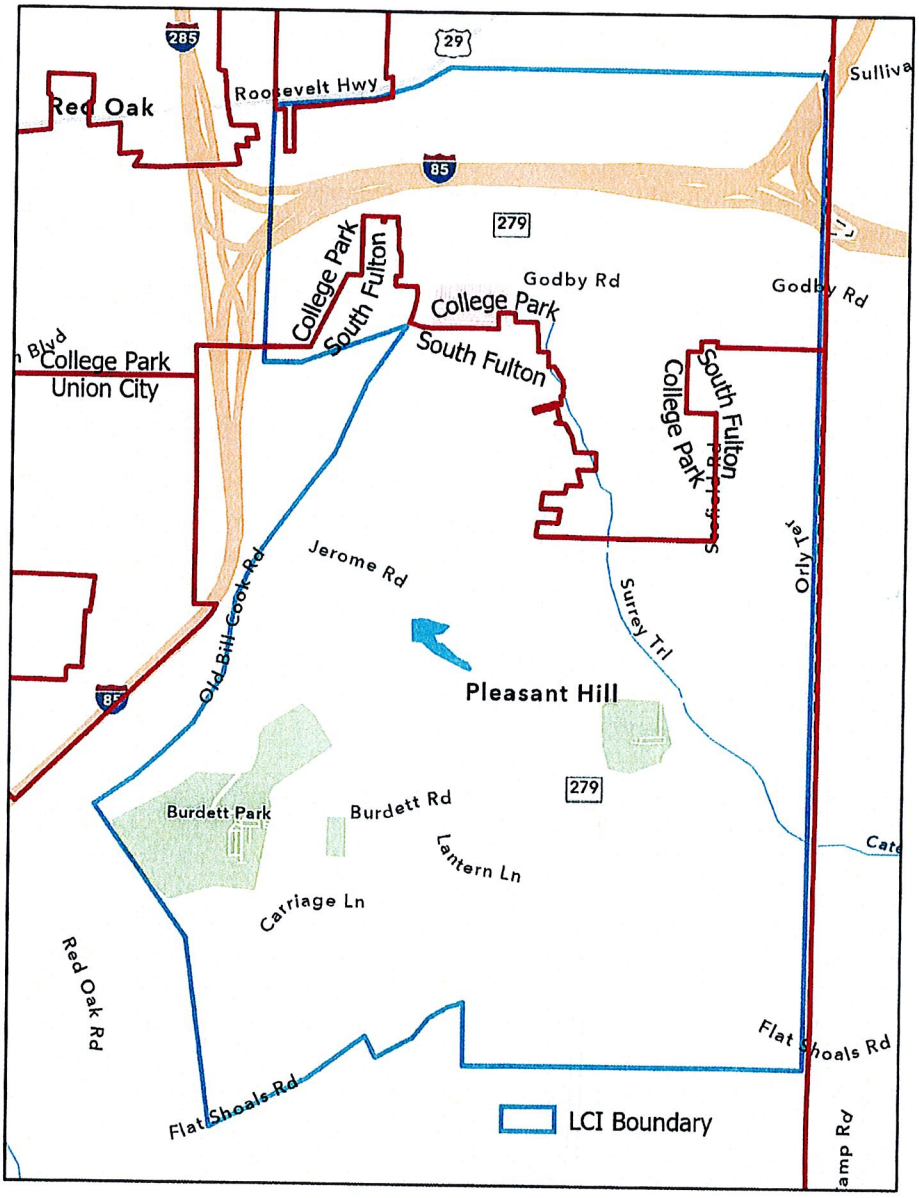
- A 100-day Action plan shall be developed to include no-cost or very low-cost actions and organizational steps needed to keep momentum going and the stakeholders involved and sharing responsibility for the plan's success. .
- A summary of the changes required within the zoning ordinance, development regulations and/or other locally adopted policies to support the concept plan and street design standards.
- An evaluation process used to monitor plan implementation and update the action plan every five years (or more often if need), should be identified.
- Five-year Implementation Plan (aka Schedule of Actions): Using the "5 Year Implementation Plan" template provided by ARC, create a list of all actions and projects that are planned in the study area to implement the study goals, programs, and projects. Schedules should include estimated start date, completion date, cost estimate, funding sources, and responsible party. This short-term implementation plan should include specific actions with start and end dates that implement the LCI plan, including, but not limited to:
  - A prioritized description of transportation improvement projects (local, state, and federal) that will support the study area goals.
  - A prioritized description of housing strategies, particularly for affordable and mixed income housing developments, that support a job-housing match, aging in place, and efficient utilization of transportation facilities in the study area. These should align with the Regional Housing Strategy recommendations.
  - A prioritized description of economic development and placemaking strategies.
- A prioritized description of transportation improvement projects that are longer term in nature.
- For key projects identified by the Project Management Team, a detailed implementation guide.

- **Appendix**
  - The full market/fiscal feasibility report
  - Detailed transportation assessment
  - Assessment of existing plan
  - Detailed code changes of the changes required within the zoning ordinance, development regulations and/or other locally adopted policies to support the concept plan, housing recommendations, and street design standards.

Format of Deliverables:

- PDF file of the document, any appendices, concept plans, and typical sections
- Electronic files in their original formats with supporting graphics and GIS or other data files (Excel, InDesign, etc.)

EXHIBIT A-1
Old National LCI Study Area



ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in "Attachment A") is $150,000. ARC's compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of $120,000. All costs in excess of $120,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, "Budget Estimate", which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at ARC's discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively, and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee's monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee's final invoice and documents as described in "Attachment A, Task 3 – Prepare Project Deliverables" must be received by ARC no later than one month after the project

completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed $120,000 and that the Subgrantee expressly agrees that they shall do, perform, and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency, or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, ARC's Director hereby designates ARC's Director of Center for Livable Communities, as his agent ("Cognizant Center Director") for purposes of this contract only, except for executing amendments hereto.

EXHIBIT B-1

Budget Estimate

Task 1 – Public Involvement	$50,000
Task 2 – Plan Development	$70,000
Task 3 – Prepare Deliverables	$30,000
Total Cost	**$150,000**
ARC Share (80%)	$120,000
Local Share (20%)	$30,000

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Cognizant Center Director.

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MOU with WestCare Georgia and Siloam Church International (PD)	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
Police Department	ALL

Requested Action

Approval for police department to enter MOU Agreement with WestCare Georgia Inc for potential granting funding from BJA FY 21 Byrne Criminal Justice Innovation Program (BCJI) Grant.

Requirements for Council Action (City specific Council policy, statute or code requirement)

Approval for police department to enter MOU Agreement with WestCare Georgia Inc for potential granting funding from BJA FY 21 Byrne Criminal Justice Innovation Program (BCJI) Grant.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

WestCare Georgia Inc. (WestCare), Police Department (SFPD) and Siloam Church International desire to create a cross sector partnership to reduce community-based crime in the City of South Fulton. WestCare will serve as the lead applicant, with direct administration of funds, oversight of program staff, contractors, program implementation and decision making.

South Fulton Police Department will receive a minimum of $20,000 for the first year increasing to $30,000 in years 2 and 3 of the grant (totaling $80,000 over the three years). The costs will be subject to increase as the partner's financial and programmatic incurred costs are evaluated annually. There is no match requirement, and the grant period is projected from October 1, 2021, through September 30, 2024. The deadline for the lead agency to apply for the grant is July 6, 2021.

Funding Source (if applicable)

NO FUNDING/MATCH NEEDED

Financial Impact (if applicable)

FINANCIAL IMPACT TO COSF WILL BE COVERED BY GRANT

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☑

Department Director Approval		**Finance Director Approval**
Keith Meadows (Jul 1, 2021 13:12 EDT)		
	Kellie Russell	

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
7-30-21	7/30/21	Tammi Saddler-Jones 8/2/2021



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MOU) is executed this **October 1, 2021** ("Effective Date") by and between **City of South Fulton Police Department** ("SFPD") with its primary address at 5539 Old National Hwy, College Park, GA 30349, **Siloam Church International** with its primary address at 3695 Roosevelt Highway, College Park, GA 30349, and **WestCare Georgia, Inc.**, a behavioral health not-for-profit corporation ("WestCare") with its primary address at 827 Pryor Street SW, Atlanta, GA 30315. Collectively SFPD, WCCI and WestCare are hereafter the "Parties".

Recitals

WHEREAS, WestCare is a non-profit operating in Georgia providing behavioral health services and such other services as needed within the communities it operates in;

WHEREAS, SFPD is a law enforcement/public safety agency who serves the City of South Fulton;

WHEREAS, Siloam Church International is a community Christian church, with a focus on empowerment, who serves the City of South Fulton;

WHEREAS, SFPD, Siloam Church International, and WestCare desire to create a cross sector partnership to reduce community-based crime in the City of South Fulton;

WHEREAS, SFPD, WCCI and WestCare now desire to work together under the terms of this MOU to enhance the capacity of the local community to effectively reduce violent crime in distressed neighbors through collaborative approaches.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree that the Recitals set forth above are incorporated into this MOU by this reference and are hereby stipulated to be true and correct, and the parties further agree as follows:

Services
Each party will perform those services set forth in **Exhibit A**, attached hereto and incorporated herein by and through this reference. Services to be performed under **Exhibit A** of this Agreement and funding are subject to City Council approval on an annual basis in accordance with O.C.G.A. § 36-13-60.

Term
This MOU shall commence on the Effective Date and terminating on September 30, 2024 ("Term"). However, and notwithstanding the foregoing, either party hereto may immediately terminate this MOU for any reason.

Confidentiality
Both parties hereto shall treat as confidential all information relating to either party's operations or the general business affairs or any of the operations or general business affairs of the party (including the party's parent, affiliate or subsidiary companies) which the other party may observe or which may be disclosed as a result of the party's performance under this MOU. To the extent allowed by law, neither party shall not disclose any information, including without limitation any information contained in this MOU, to third parties or use any such information for any purpose other than the performance under this MOU, without the prior written consent of the other party. Additionally, the parties agree to abide by all State and Federal laws, rules and regulations, HIPAA and 42 C.F.R., Part 2. Both parties agree not to divulge any information concerning any individual client to any unauthorized person or agency without the written consent of the client and participant.

Notices
Any notices required or permitted to be given pursuant to this MOU shall be in writing and sent by certified mail, postage prepaid, return receipt requested to the party's address noted above. Notice shall be deemed to be given upon the date three (3) days after such notice is deposited in the mail. Notices may also be delivered by courier, electronic transmission (including email) or by facsimile transmission and shall be deemed to be delivered when received by the party to whom such notice is directed with a confirmation of receipt. All notices to WestCare shall also be copied to the following address in addition to the notice address above:

WestCare Foundation, Inc.
Attn: Executive Vice President
1711 Whitney Mesa Drive
Henderson, Nevada 89014

Entire Understanding
This MOU sets for the entire arrangement between the parties and supersedes all prior oral and written understanding, representation, and discussions between the parties respecting the subject matter of this MOU. This MOU is effective as of the Effective
Date above and upon signature and shall terminate at the expiration of the Term unless renewed by mutual agreement. No amendment to this MOU shall be enforceable, unless in writing and signed by both parties hereto.

No Assignment
Neither party may assign this MOU in whole or in part or assign, pledge or otherwise transfer either party's obligations hereunder except with the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.

Governing Law
This MOU shall be governed by and construed in accordance with the law of State of Georgia. The venue for any dispute arising under this MOU shall be the Superior Court of Fulton County.

Permits and Licenses
Each party hereto shall be responsible for securing all necessary licenses and permits required for the full and faithful performance of the terms of this MOU.

Insurance
Each party hereto shall be responsible for providing its own insurance coverage, including general liability, workers compensation and professional liability (if applicable).

Independent Contractors
The parties to this MOU are acting as independent contractors and independent employers. Nothing contained in this MOU shall create or be construed as creating a partnership, joint venture or agency relationship between the parties. Neither party shall have the authority to bind the other party in any respect.

Memorandum of Understanding Execution Page

This MOU may be executed in one or more counterparts. The parties execute this MOU as of the Effective Date above.

Contractor: CITY OF SOUTH FULTON/ SOUTH FULTON POLICE DEPARTMENT government/law enforcement agency By: _____ Name: Tammi Saddler Jones Title: City Manager By: _____ Name: Keith Meadows Title: Chief of Police	**WestCare** **WESTCARE GEORGIA, INC.** a behavioral health not-for-profit corporation By: _____ Name: Michael Langford Title: Regional Vice President
Contractor: **Siloam CHURCH INTERNATIONAL,** a community Christian church By: _____ Name: Dr. Jonathon Carter Title: Senior Pastor	

Exhibit A
Services

WestCare will perform the following services under the terms and conditions set forth in this MOU:

1. Serve as the lead applicant, with direct administration of funds, oversight of program staff, contractors, program implementation and decision making.
2. Responsible for all data collection, reporting and analysis (including the independent evaluation - which is a priority consideration for this grant proposal), policies and procedures, early action project plan, work plan and sustainability plan.
3. The Project Coordinator will establish key partnerships, organize and lead meetings to implement and analyze cross-sector activities and reporting, securing capacity building training and technical assistance for committee members, and coordinate the cross-sector team meetings, recruiting volunteers on an ongoing basis.

South Fulton Police Department will perform the following services under the terms and conditions set forth in this MOU:

1. South Fulton Police Department will receive a minimum of $20,000 in year one increasing to $30,000 in years 2 and 3 (totaling $80,000 over three years) These funds are subject to increase as the partner's financial and programmatic incurred costs are evaluated.
2. Provide crime and arrest data (pre and post grant) needed to complete the crime analysis for targeted area(s).
3. Enhance community-oriented initiatives in the targeted areas to help build trust through the mutual exchange of knowledge and resources.
4. Work with neighborhoods in the targeted areas to develop residents' leadership skills and provide support materials related to crime prevention.
5. Attend and participant in community forums and/or special crime prevention workshops as it relates to the betterment of the neighborhood.

Siloam Church International will perform the following services under the terms and conditions set forth in this MOU:

1. Siloam will receive $10,000 annually for the partners financial and programmatic commitment
2. Provide Youth Outreach (mentoring, mediation, conflict resolution, and case management), community engagement.
3. Provide a facility for additional community organizing, talking and listening sessions between residents and police and assistance with South Fulton asset mapping.
4. Leadership training, quarterly newsletters, and social networking websites
5. Attend community forums and help organize special crime prevention workshops as it relates to the betterment of the neighborhood.

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

BJA FY 21 Byrne Criminal Justice Innovation Program (BCJI)

Assistance Listing Number #	16.817
Grants.gov Opportunity Number:	O-BJA-2021-94001
Solicitation Release Date:	May 19, 2021 5:00 PM
Version:	2
Grants.gov Deadline:	June 22, 2021 11:59 PM
Application JustGrants Deadline:	July 06, 2021 11:59 PM

Overview

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for funding a strategic approach to crime reduction that leverages community knowledge and expertise to build public trust with law enforcement and make neighborhoods safer. This program furthers the Department's mission by leading efforts to enhance the capacity of local and tribal communities to effectively target and address serious and violent crime issues through collaborative cross-sector approaches that help advance broader neighborhood development goals.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants for the preparation and submission to OJP of applications for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2021-00123-PROD	1	10	$1,000,000.00	10/1/21 12:00 AM	36
C-BJA-2021-00124-PROD	2	10	$800,000.00	10/1/21 12:00 AM	36

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Native American tribal organizations (other than Federally recognized tribal governments), Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education, Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education, Private institutions of higher education, Public and State controlled institutions of higher education, Other

Other

The Byrne Criminal Justice Innovation (BCJI) Program, formerly titled "Innovations in Community Based Crime Reduction (CBCR) Program," targets distressed neighborhoods facing concentrated crime challenges, particularly serious and violent crime, composing a large proportion of crime as compared to other parts of the jurisdiction. Therefore, applying jurisdictions are strongly encouraged to coordinate with and seek the support of their local U.S. Attorney's Office and local policymakers, and to connect BCJI programming with other violent crime and community revitalization efforts.

To advance Executive Order 13929 Safe Policing for Safe Communities, as of October 28, 2020, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be allocated FY 2021 DOJ discretionary grant funding, as either a recipient or a subrecipient. For detailed information on this new certification requirement, please visit https://cops.usdoj.gov/SafePolicingEO.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

BJA will consider applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any others must be proposed as subrecipients (subgrantees). For additional information on subawards, see the OJP Grant Application Resource Guide.

BJA may elect to fund applications submitted under this FY 2021 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

Contact Information

For technical assistance with submitting the **SF-424 and SF- LLL** in Grants.gov, contact the Grants.gov Customer Support Hotline at 800–518–4726, 606–545–5035, at Grants.gov customer support webpage , or email at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at 833–872–5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 5 a.m. to 9.p.m. eastern time, Monday–Friday, and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

An applicant that experiences unforeseen Grants.gov or JustGrants technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service Response Center (Response Center) at grants@ncjrs.gov **within 24 hours after the application deadline** to request approval to submit its application after the deadline.

For assistance with any other requirements of this solicitation, contact the Response Center by telephone at 800–851–3420 or TTY: 301–240–6310 (hearing impaired only) or by email at grants@ncjrs.gov. Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday through Friday, and 10 a.m. to 8 p.m. eastern time on the solicitation close date.

Submission Information

In FY 2021, applications will be submitted to DOJ in a **NEW** two-step process.

Step 1: Applicants will submit an **SF-424 and an SF-LLL** in Grants.gov at https://www.grants.gov/web/grants/register.html. To register in Grants.gov, applicants will need to obtain Data Universal Numbering System (DUNS) and System for Award Management (SAM) registration or renewal.

Step 2: Applicants will submit the **full application,** including attachments, in JustGrants at https://justicegrants.usdoj.gov/

To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

OJP encourages applicants to review the "How to Apply" section in the OJP Grant Application Resource Guide.

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Program Description

Overview

The Department of Justice is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Byrne Criminal Justice Innovation (BCJI) Program supports Department priorities to reduce serious and violent crime, including gun violence; dismantle gang activity; and strengthen local capacity to combat drug abuse. BCJI helps communities build trust and support law enforcement agencies working with these communities by integrating enforcement strategies into community- based crime reduction efforts and using this information to understand and target the issues.

A critical pillar of the BCJI Program is neighborhood empowerment. Community-oriented approaches build trust, facilitate a mutually beneficial exchange of knowledge and resources, enhance the community's perception of the fairness and effectiveness of policies and interventions, and increase the willingness of the community and those in the criminal justice system to comply with the social mores in the community. Implementing these approaches without strong community collaboration will likely be unsuccessful and may overlook a community or neighborhood's unique needs and challenges as well as the ability to develop and implement sustainable change. Community leaders and residents are often in the best position to motivate, implement, and sustain change over time; therefore, applications should be developed in collaboration with community members to build community support for community needs as they evolve over time and indicate how community residents will be involved as full partners throughout the project.

Statutory Authority

Any awards under this solicitation would be made under statutory authority provided by the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1182, 1260.

Specific Information

BCJI is a strategic approach to crime reduction that leverages community knowledge and expertise by focusing enforcement efforts on neighborhoods where crime is concentrated, or crime "hotspots." These neighborhoods face a range of challenges which cause their crime problems, so BCJI employs a multifaceted approach that addresses their roots in order to generate long-term impacts. Persistent crime and public safety problems, especially gang activity and youth violence, cannot be addressed solely by law enforcement. These issues require a comprehensive interagency approach that enables law enforcement, educators, social services agencies, and community organizations to address both public safety problems and their underlying causes.

The BCJI model is often used to support Community Violence Intervention (CVI) strategies to reduce gun violence. CVI strategies like violence interruption programs deploy trusted messengers who work directly with individuals most likely to commit gun violence, intervene in conflicts, and connect these people to social and economic services to reduce the likelihood of their using gun violence as an answer. Hospital-based violence interventions engage people who have been shot while they are still in the hospital, connecting them to services to decrease the likelihood that they commit gun violence or are victimized in the future. Programs like these have reduced homicides by as much as 60 percent in areas where they are implemented. Applicants proposing to use these or other community-based interventions targeting gun violence as part of their BCJI strategy will receive priority consideration.
While each BCJI community is unique, most face common challenges and use similar approaches to address crime and safety challenges. These include:

- Addressing serious and violent crime, with a special emphasis on gun violence and related crimes.
- Examining conditions that contribute to crime in order to effectively target crime hotspots.
- Addressing physical conditions that increase risk for crime, seeking to harden these targets through assessments and review of land use, code enforcement, and nuisance laws.
- Implementing strategies to engage residents, including youth and young adults, in crime prevention efforts.

To achieve BCJI Program objectives (described in the next section), the applicant must sustain an active and engaged leadership role in the successful management of a BCJI grant award. The applicant serves as a core partner and must convene, lead, and engage a broad cross-sector partnership team that includes law enforcement, other criminal justice partners, neighborhood residents, and relevant community stakeholders. The cross-sector partnership team should have the capacity to conduct the necessary research and data analysis activities described throughout this grant announcement.
Applicants from jurisdictions that received a BCJI award (formerly titled "Innovations in Community-Based Crime Reduction") in the last 3 years should describe how they are going to build on the lessons learned from previous local award(s) and/or coordinate with any ongoing BCJI projects. Applicants should consult the following website to determine if there have been previous awards in their jurisdiction: https://www.theiacp.org/projects/community-based-crime-reduction-training-and- technical-assistance.

In FY 2021, there are two categories of awards in BCJI. Categories 1 and 2 support planning and implementation phases as described in more detail below. Category 1 is for larger jurisdictions, and Category 2 is for smaller cities and rural jurisdictions under 100,000 per capita.

All applicants should be aware that under federal law, OJP may not award grant funds to procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. In general, with limited exceptions, "covered telecommunications equipment or services" includes telecommunications and video surveillance equipment or services produced by a foreign entity that is specifically designated by statute, or designated by the federal government pursuant to statute.

Applicants also should be aware that, in accordance with DOJ and OJP policy, and with few exceptions, OJP will prohibit use of award funds for unmanned aircraft systems (UAS), absent advance submission of specific documentation of protections in place for privacy, civil liberties, and public safety, and of mitigation of cybersecurity risks. In addition, OJP will bar use of award funds for the purchase or use of UAS made by certain foreign entities designated by DOJ.

Goals, Objectives, Deliverables, and Timeline

Goal:
The goal of the BCJI solicitation is to invest in jurisdictions with significant crime challenges that want long-term solutions, incorporating all four elements of the BCJI model. This includes programs aimed at developing or improving relationships between law enforcement and the communities they serve, including through community outreach and listening sessions, and supporting nonprofit organizations that focus on improving stressed relationships between law enforcement officers and communities. The BCJI model is based on the principle that sustainable reductions in violent crime require collaboration among partners in the criminal justice system, service providers, and the communities they serve. The BCJI Program approach, and the training and technical assistance (TTA) to support the model, features the following four core elements:

1. A place-based strategy that targets locations where crime is occurring through approaches to deter future crime while integrating crime control efforts with revitalization strategies.
2. Community engagement in shaping and sustaining crime prevention and revitalization efforts to enable success and sustainability over the long haul.
3. Data-driven efforts to problem solve and guide program strategy, using the most effective strategies where they are needed the most, and targeting where crime is concentrated for maximum impact.
4. Partnerships and capacity building to establish trust and promote sustainable collaboration to reduce and prevent crime in hotspots.

Objectives:

1. Planning and Action Plan Finalization Phase (6-12 months):

- Building upon the Initial Action Plan that is submitted with the application, review and verify chronic crime hotspots within the target neighborhood, working with law enforcement, research partners, and crime analysts. Identify micro-hotspots or other specific locations for targeted prevention and/or intervention strategies.
- Update and confirm the most effective strategies to reduce serious and violent crime, particularly drugs and gun violence, resulting in a final comprehensive Action Plan that articulates the range of strategies that the BCJI partners plan to pursue. These strategies may differ from proposed strategies in the Initial Action Plan due to results from data analysis and/or input from stakeholder and community partners.
- Engage community stakeholders in trust building with law enforcement and other partners.
- Finalize the comprehensive Action Plan that includes descriptions of priority hotspots and strategies to reduce crime, and submit to BJA for final approval.

2. Action Plan Implementation Phase:

- Implement strategies developed in the approved Final Action Plan.
- Build the capacity of residents and the BCJI management team to coordinate and engage in a crime problem-solving approach.
- Implement, modify, and evaluate strategies, as appropriate; redirect program activities when ongoing analysis indicates program goals are not being met.
- Continue to engage partners and community residents and build trust between partners, including law enforcement.
- Identify and develop a sustainability strategy for long-term implementation of BCJI, including the active role of community stakeholders.

For more information about the BCJI model and planning process, and action plan development, see https://www.theiacp.org/projects/community-based-crime-reduction-training-and-technical- assistance.

Deliverables:

The Final Action Plan must be submitted and approved by BJA prior to implementation. BJA, the BCJI training and technical assistance (TTA) provider, and the grantee will use this Action Plan to guide and track site progress toward project objectives.

A final report is due 90 days after the project end date.

The Goals, Objectives, and Deliverables are directly related to the performance measures that demonstrate the results of the work completed, as discussed under the Application and Submission Information section.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the OJP Grant Application Resource Guide.

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the OJP Grant Application Resource Guide section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Priority Areas

The Department of Justice is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims, protects the public from crime and evolving threats, and builds trust between law enforcement and the community. In FY 2021, OJP will give priority consideration in award decisions to applications that demonstrate ways in which their projects will advance one or more of these areas.

To receive priority consideration for advancing one or more of the Department's priorities, the applicant must provide a sufficient narrative explanation as an attachment, that specifies how the project will advance the promotion of civil rights, access to justice, support to crime

victims, protecting the public from crime and evolving threats, or building trust between law enforcement and the community.

In FY 2021, under this program, OJP also will give priority to applicants proposing to implement Community Violence Intervention (CVI) strategies (i.e., community-based gun violence interventions such as street outreach, violence interrupters, group violence intervention, and hospital-based violence interventions). To receive priority consideration under the CVI priority, the applicant must provide a sufficient narrative explanation as an attachment, that describes one or more specific CVI strategies that will be implemented with funding and how they will be targeted to reduce violence.

In addition, OJP will give priority consideration, if applicable, to applicants that demonstrate that the individuals who are intended to benefit from the requested grant reside in high-poverty areas or persistent-poverty counties.

To receive priority consideration under the poverty priority, the applicant must provide information to demonstrate that the individuals who are intended to benefit from the requested grant reside in high-poverty areas or persistent poverty counties. For purposes of this priority consideration, the term "high-poverty area" means any census tract with a poverty rate of at least 20 percent as measured by the 2013–2017 5-year data series available from the American Community Survey of the Census Bureau (applicants may search by census tract at https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2017/) and the term "persistent poverty counties" means any county that has had 20 percent or more of its population living in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates (applicants may search by county at https://www.census.gov/data/tables/time-series/dec/census-poverty.html and at https://www.census.gov/programs-surveys/saipe.html).

Priority consideration is one of many factors that OJP considers in making funding decisions and is not a guarantee of an award.

Federal Award Information

Solicitation Category

Competition ID Enter to sort	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2021-00123-PROD	1	10	$1,000,000.00	10/1/21 12:00 AM	36
C-BJA-2021-00124-PROD	2	10	$800,000.00	10/1/21 12:00 AM	36

Awards, Amounts and Durations

Period of Performance Start Date
10/1/21 12:00 AM

Period of Performance Duration (Months)
36

Anticipated Total Amount to be Awarded Under Solicitation
$18,900,000.00

Additional Information
Category 1 Total number of awards BJA expects to make: 10 Maximum dollar amount for each award: Up to $1,000,000. Category 2 Total number of awards BJA expects to make: 10 Maximum dollar amount for each award: Up to $800,000.

Continuation Funding Intent

BJA may, in certain cases, provide additional funding in future years to awards made under this solicitation, through continuation awards. OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and progress of award-funded work, when making continuation-award decisions.

Availability of Funds

This solicitation, and awards (if any are made) under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

Types of Awards

BJA expects to make awards under this solicitation as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the OJP Grant Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants (and cooperative agreements)

Financial Management and System of Internal Controls
Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200. See the OJP Grant Application Resource Guide for additional information.

Budget Information
BCJI Program Costs that Require Prior Approval or are Unallowable

Applicants should be aware that all proposed costs contained within budget documents submitted by BCJI applicants and awardees will be reviewed for reasonableness, necessity, and compliance with relevant federal statutes, regulations, policies, and guidelines as outlined in the Department of Justice Financial Guide at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.

BCJI supports broad-based planning and support for implementation in high crime communities. While BCJI focuses on community safety and encourages a broad approach, some costs will not be allowable under the BCJI Program and/or may require prior approval. Revisions to the budget are approved through a separate process once the action plan is approved.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)
See the OJP Grant Application Resource Guide information on Pre-agreement Costs (also known as Pre-award Costs).

Limitation on Use of Award Funds for Employee Compensation: Waiver
See the OJP Grant Application Resource Guide information on Limitation on Use of Award Funds for Employee Compensation; Waiver.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs
See the OJP Grant Application Resource Guide for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)
See the OJP Grant Application Resource Guide for information on Costs Associated with Language Assistance.

Eligibility Information
For eligibility information, see the solicitation cover page.

For information on cost sharing or match requirements, see Federal Award Information.

Application and Submission Information
The following application elements MUST be included in the application submission for an application to meet the basic minimum requirements (BMR) to advance to peer review and receive consideration for funding:

- Proposal Abstract
- Proposal Narrative
- Budget Worksheet and Budget Narrative (web-based form)
- Initial Action Plan
- Memorandum of Understanding signed, at a minimum, by the applicant, local law enforcement (if different from applicant), and one community partner. See Additional Application Components, section g, for more details.

See the " Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide for information on what happens to an application that does not contain all the specified elements or that is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (SF-424)
The SF-424 will be submitted in Grants.gov. The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

In Section F of the SF-424, please include the name and contact information of the individual **who will complete application materials in JustGrants.** JustGrants will use this information *(email address)* to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation ("funding opportunity") **is not** subject to Executive Order 12372. (In completing the SF-424, an applicant is to answer question 19 by selecting the response that the "Program is not covered by E.O. 12372.")

Standard Applicant Information (JustGrants 424 and General Agency Information)
The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. Applicants will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section,

applicants will need to: add zip codes for areas affected by the project; confirm their Authorized Representative; and verify the organization's legal name and address.

Proposal Abstract

A proposal abstract (no more than 400 words) summarizing the proposed project, including primary activities, products and deliverables, the service area, and who will benefit from the proposed project, will be completed in the JustGrants web-based form.
The abstract **must** include:

1. Applicant's name and project title.
2. City and state of grant project. For tribes, provide the boundaries or relevant counties and state.
3. Dollar amount of federal grant funds requested.
4. Evidence of United States Attorney's Office or Project Safe Neighborhoods (PSN) coordination (current or past), if relevant.
5. Identification of the target neighborhood/project boundaries, population of the target area, **and** ZIP code(s).
6. Please state if the community is designated as an Opportunity Zone (QOZ), Choice Neighborhood, or Promise Neighborhood.
7. Identification of whether the target neighborhood receives funding from any federal investments that occur, serve, or overlap the target neighborhood, such as other DOJ federal grant programs, including (but not limited to) Project Safe Neighborhoods and the Community Based Violence Prevention Program; Department of Education's Promise Neighborhood; Department of Housing and Urban Development's Choice Neighborhood; a Department of Health and Human Services' Community Health Center grant; Department of the Treasury's Community Development Financial Institution (CDFI) funds; or QOZs.
8. Summary of plan to use and analyze data to assess and address crime in targeted hotspots.
9. Summary of goals of the grant project and proposed project activities.
10. Identification of specific crime issues and/or problems to be addressed through the grant project.
11. Indication of whether a full-time project coordinator is already in place or will be hired. Please note the name of the entity under which this position will be managed.
12. Identification of other resources that will support BCJI efforts.

Proposal Narrative

The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font; have no less than 1- inch margins; and should not exceed 20 pages. Pages should be numbered and submitted as an attachment. If the proposal narrative fails to comply with these length restrictions, BJA may negatively consider such noncompliance in peer review and in final award decisions.

The following sections must be included as part of the proposal narrative:

a. Description of the Issue

- Describe the recent history of the target neighborhood and how serious and violent crime, including gun violence, and drug abuse have impacted it. Detail neighborhood assets, challenges, and any experiences that have restricted or limited opportunities for community and economic development. Describe any issues of mutual trust or mistrust between residents and law enforcement and their impact on efforts to effect neighborhood improvement.
- Identify the geographic boundaries of the proposed target neighborhood(s), the ZIP code(s), as well as the population size and demographic makeup of the population of both the overall jurisdiction and the target neighborhood(s) where the BCJI strategy is proposed.
- Describe the nature and scope of crime in the targeted community, including the number and location of the specific city blocks or other hotspots where crime, or types of crime, is concentrated, as compared with crime rates in the overall jurisdiction. Provide any local/state data and a trend analysis for the target area (including Uniform Crime Reporting data, FBI violent crime rates, calls for service, and survey results from target area residents) to support the application. Crime data must be provided for at least 3 years or longer to demonstrate persistent serious and violent crime issues.
- Explain the jurisdiction's limitations in funding the program adequately without federal assistance.

b. Project Design and Implementation

- Identify the program objectives and describe the vision for the target neighborhood, specifically how this vision will address the problems identified in the Description of the Issue. Ensure each objective is precise and measurable, and identify strategies, programs, and policies to achieve the objectives.
- Describe the proposed planning process and resulting potential range of strategies in the action plan to address the specific crime drivers identified, which may include enforcement, prevention, intervention, and treatment strategies. Describe coordination of needed resources across various funding sources.
- Describe how the objectives support meaningful resident involvement in a manner that fosters trust and builds capacity of partners to sustain a long-term collaborative approach. Applicants should describe a plan for coordinating with the local U.S. Attorney's Office Project Safe Neighborhoods team, if applicable.
- Describe how the project design and overall strategy responds to the BCJI model and will reduce and prevent crime in the identified crime targeted area. Describe how the program will develop or improve relationships between law enforcement and the communities they serve, including through community outreach and listening sessions, and supporting nonprofit organizations that focus on improving stressed relationships between law enforcement officers and the communities they serve.
  Attach an Initial Action Plan that outlines proposed strategies under consideration for this project. Describe how the proposed solutions are based on evidence-based policies and practices, where available, or propose to employ innovative approaches to an identified target

population
- Describe how the applicant will strategically leverage federal, state, local, and tribal funding to ensure sustainability of this effort with neighborhood partners that demonstrate the long-term commitment to neighborhood change.

c. Capabilities and Competencies

- Describe how the applicant will serve as the program leader who oversees coordination of a consortium of agencies, organizations, and community stakeholders. The applicant must demonstrate its capacity, commitment, and support from key stakeholders in the community to serve as program leader, providing the following information:

  a. Describe how the applicant and partnership will:
     - Analyze crime problems and develop solutions
     - Monitor strategy implementation and achievement of objectives Utilize a full-time site coordinator to manage and lead day-to-day activities during implementation
     - Manage and monitor any subaward(s) of BCJI funds
     - Work collaboratively with the BCJI TTA provider and subject matter experts
     - Govern changes or modifications to the strategy Ensure project and fiscal accountability
     - Collect, collate, and submit timely performance data, semi-annual progress reports, and quarterly financial reportsb.Describe the applicant's capacity to lead community outreach and trust-buildingefforts and to engage in building leadership skills, including collaboration with community-based organizations. Describe the applicant's capacity to develop or improve relationships between law enforcement and the communities they serve, and relationships with nonprofit organizations that focus on improving stressed relationships between law enforcement officers and the communities they serve.

  b. Describe the applicant's capacity to manage partnerships to effectively implementplace-based, community-oriented crime and community revitalization strategies and community trust building. This includes a plan for bringing local law enforcement and community stakeholders together for a collaborative approach toward crime reduction.
  c. Describe crime analysis and action research capacity and expertise, including work ofthe law enforcement agency. The partner organization should demonstrate knowledge of community-oriented, place-based crime strategies and evaluation methods, and describe any history of a relationship or familiarity with the police agency (i.e., has it worked with the applicant and/or police agency in the past, or is this a new endeavor). For rural or tribal areas, it may be more appropriate for the partner organization to describe expertise specific to the issues and needs of the targeted community.
  d. Describe the capacity to assist the police agency with data collection issues andanalysis. Include a paragraph about the methods that will be used for the project.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures

- For each project goal, identify the criteria that will determine how and if the objectives have been successfully met and one or more specific measurable outcome(s) and the data sources that will be used to determine whether or not the outcome was accomplished.
- Describe the process for measuring project performance. Identify who will collect the data, who is responsible for performance measurement, and how the information will be used to guide and assess the program. If applicable, describe the process to accurately report implementation findings. Assess the quality and usefulness of any proposed evaluation activities, findings, and reports.
- Describe the steps the applicant will take with the BCJI team to develop a performance management plan. The plan should include strategies to collect data, review data, and use data to improve program performance. The plan should also discuss how the BCJI team will work with the research partner, including any evaluation plans.

Note: Applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the goals, objectives, and deliverables identified under "Goals, Objectives, and Deliverables." Applicants can also visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.
Award recipients will be required to submit performance measurement data and performance reports in JustGrants. Examples of the performance measures questionnaire can be found at https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/CBCR-Performance-Measures.pdf. Further guidance on the post-award submission process will be provided, if selected for award.

Note on Project Evaluations
An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance under "Note on Project Evaluations" in the OJP Grant Application Resource Guide.

Goals, Objectives, Deliverables, and Timeline
Applicants will submit the BCJI's goals, objectives, deliverables, and timelines in the JustGrants web-based form. See the OJP Grant Application Resource Guide for additional information

Budget and Associated Documentation
Budget for Planning Phase Activities:

- Awardees will only have access to up to $150,000 for planning phase activities (6-12 months) and must budget accordingly. Of this, at least one-third and ideally as much as one-half will be committed to the initial data analysis, problem assessment, and identification of data-driven, evidence-based practices, or innovative approaches.

Budget Worksheet and Budget Narrative (Web-based Form)
Applicants will complete the JustGrants web-based budget form.
See the OJP Grant Application Resource Guide for additional information.

Indirect Cost Rate Agreement (if applicable)
Applicants will submit their indirect cost rate agreement by uploading the agreement as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

Financial Management Questionnaire (including applicant disclosure of high-risk status)
Applicants will download the questionnaire in JustGrants and submit by uploading the completed questionnaire as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

Disclosure of Process Related to Executive Compensation
If applicable, applicants will submit a description of the process used to determine compensation by uploading the document as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

Memoranda of Understanding (MOUs) and Other Supportive Documents
Each applicant must submit, as part of its application, a Memorandum of Understanding (MOU) signed by each individual, organization, or agency listed below (1-7). For sample MOUs, please visit the LISC BCJI/CBCR Resources page at https://www.lisc.org/our-initiatives/safety-justice/cbcr/resources/tools-templates/.

Each MOU must:

- Describe each partner's financial and programmatic commitment.
- Describe how each partner's existing vision and current activities align with those of the BCJI partnership.
- Demonstrate a commitment to provide crime and arrest data needed to complete the crime analysis described in this solicitation, in addition to specific staff that will oversee this effort.

MOUs must include signatures from, at a minimum, the following individuals/organizations and describe the following:

1. Applicant
2. Local law enforcement agency, if different
3. One community partner
4. A list of key partners and their leadership
5. A list of persons who will oversee the required BCJI elements, including data collection, analysis, and a research plan; planning and strategy development; community engagement; and law enforcement
6. The management structure and staff designated to implement the project; describe their roles and responsibilities including decision making, as well as those of any co-applicants or partners, if applicable
7. Any existing or non-BCJI resources the partnership intends to leverage to complete project activities

Additional Application Components
Applicants will attach the additional requested documentation in JustGrants.

Curriculum Vitae or Resumes
Attach position descriptions for the key positions and résumés for current staff, in addition to job posting descriptions for anticipated new hires. If the applicant is hiring, please detail in the timeline when it anticipates the hiring process to be complete and when any new hire's efforts will commence.

Tribal Authorizing Resolution
If applicable, applicants will submit the Tribal Authorizing Resolution by uploading the resolution as an attachment in JustGrants. An application in response to this solicitation may require inclusion of information related to a tribal authorizing resolution as an attachment. See the OJP Grant Application Resource Guide for information on tribal authorizing resolutions.

Letters of Support
Applicants should provide Letters of Support or Interest from criminal justice partners, community leaders (as defined by the local jurisdiction), and any other key members of the cross-sector partnership team or other entities that will be key partners in the BCJI strategy.

Applicants are encouraged to seek a Letter of Interest from the U.S. Attorney's Office, especially if the applicant is seeking priority consideration as a coordinated Project Guardian site.

Research and Evaluation Independence and Integrity Statement
If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. Applicants will submit a description of their research and evaluation independence and integrity by uploading the document as an attachment in JustGrants. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the OJP Grant Application Resource Guide.

Documentation of Advancing DOJ Priorities (if applicable)

As is mentioned above, OJP will give priority consideration in award decisions to applications that specify how the project will advance one or more of the following DOJ priorities: the promotion of civil rights, access to justice, support to crime victims, protecting the public from crime and evolving threats, or building trust between law enforcement and the community. Applicants will submit the narrative by uploading the document as an attachment in JustGrants.

Documentation of High-Poverty Areas or Persistent-Poverty Counties (if applicable)

As mentioned above, OJP will give priority consideration in award decisions to applications that demonstrate that the individuals who will benefit from the requested grant reside in high-poverty areas or persistent-poverty counties as defined above. Each applicant proposing to receive consideration under the High-Poverty Areas or Persistent-Poverty Counties priority must provide a sufficient narrative explanation to identify each specific High-Poverty Area (by census tract number(s)) and/or each specific Persistent-Poverty County where individuals are intended to benefit from the requested grant and how the requested grant will address specific challenges in each such identified area and/or county. Applicants will submit the narrative by uploading the document as an attachment in JustGrants

Initial Action Plan

Attach an Initial Action Plan outlining proposed strategies under consideration for addressing the crime problems in the target area. Describe the rationale for selecting these strategies and how they are based on evidence-based policies and practices, where available, or employ innovative approaches to an identified target population or area. Describe roles and responsibilities of partner stakeholders in implementation of these strategies and a proposed project timeline for implementation. Identify the expected impact that these strategies would have on crime reduction, community trust, and other public safety measures. The Initial Action Plan should be 2-4 pages and will be subject to changes based on data analysis and community engagement and input

Documentation of Community Violence Intervention (CVI) Strategies (if applicable)

As is mentioned above, OJP will give priority consideration in award decisions to applications that specify how the project will support Community Violence Intervention (CVI) strategies. Applicants will submit the narrative by uploading the document as an attachment in JustGrants

Disclosures and Assurances
Applicants will complete the following disclosures and assurances.

Disclosure of Lobbying Activities
Applicants will complete and submit the SF-LLL in Grants.gov. See the OJP Grant Application Resource Guide for additional information.

DOJ Certified Standard Assurances
See the DOJ Certified Standard Assurances in the OJP Grant Application Resource Guide.

Applicant Disclosure of Duplication in Cost Items
Applicants will complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the OJP Grant Application Resource Guide for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
Applicants will review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. See OJP Grant Application Resource Guide.

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, applicants will submit as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information. A DOJ High Risk Grantee is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

How to Apply
Applicants will submit an **SF-424** and an **SF-LLL** in Grants.gov at https://www.grants.gov/web/grants/register.html.

Applicants will submit the **full application** including attachments in JustGrants at JustGrants.usdoj.gov.

For additional information, see the "How to Apply" section in the OJP Grant Application Resource Guide.

Submission Dates and Time
The **SF-424** and the **SF-LLL** will be submitted in Grants.gov on June 22, 2021, at 11:59 PM EST. OJP urges applicants to submit applications at least 72 hours prior to the application due date to
allow time for the applicant to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification.

The **full application** will be submitted in JustGrants by July 6, 2021, at 11:59 PM EST. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline

Application Review Information

Review Criteria

a. Merit Review Criteria
Applications that meet basic minimum requirements will be evaluated by peer reviewers. Applications will be evaluated on how the proposed project/program addresses the following criteria:

1. Statement of the Problem/Description of the Issue (20%) - evaluate the applicant'sunderstanding of the program/issue to be addressed.
2. Project Design and Implementation (40%)- evaluate the adequacy of the proposal, includingthe goals, objectives, timelines, milestones, and deliverables.
3. Capabilities and Competencies (25%) - evaluate administrative and technical capacity of theapplicant to successfully accomplish the goals and objectives.
4. Plan for Collecting the Data Required for this Solicitation's Performance Measures (5%) -evaluate the applicant's understanding of the performance data reporting requirements and the plan for collecting the required data.
5. Budget (10%) - evaluate for completeness, cost effectiveness, and allowability (e.g.,reasonable, allocable, and necessary for project activities).

b. Other Review/Criteria
Other important considerations for BJA include geographic diversity, strategic priorities (specifically including, but not limited to, those mentioned above relating to priority areas), available funding, documented coordination with the U.S. Attorney's Office, past performance , and the extent to which the Budget Worksheet and Budget Narrative (web-based form) accurately explain project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles.

Review Process
Applications submitted under this solicitation that meet basic minimum requirements, will be evaluated for technical merit by a peer review panel(s) in accordance with OJP peer review policy and procedures using the stated review criteria above.

OJP screens applications to ensure they meet the basic minimum requirements prior to conducting peer review. Although specific requirements may vary, the following are common requirements applicable to all solicitations for funding under OJP programs:

- The application must be submitted by an eligible type of applicant.
- The application must request funding within programmatic funding constraints (if applicable).
- The application must be responsive to the scope of the solicitation.
- The application must include all items necessary to meet the basic minimum requirements.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may take into account not only peer review ratings and BJA's recommendations, but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices
See the OJP Grant Application Resource Guide for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements
If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the OJP Grant Application Resource Guide.

Information Technology (IT) Security Clauses
An application in response to this solicitation may require inclusion of information related to information technology security. See the OJP Grant Application Resource Guide for information on information technology security.

General Information about Post-Federal Award Reporting Requirements
In addition to the deliverables described in the Program Description section, any recipient of an award under this solicitation will be required to submit certain reports and data.

Required reports. Recipients typically must submit quarterly financial reports, quarterly and semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the OJP Grant Application Resource Guide for additional information on specific post- award reporting requirements, including performance measures data.

Federal Awarding Agency Contact(s)

For OJP contact(s), see solicitation cover page.

For contact information for Grants.gov and JustGrants, see solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the OJP Grant Application Resource Guide for information on Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the OJP Grant Application Resource Guide for information on how to provide feedback to OJP.

Application Checklist

Byrne Criminal Justice Innovation Program FY 2021 Competitive Solicitation

This application checklist has been created as an aid in developing an application. The DOJ Application Submission Checklist is another resource.

What an Applicant Must Do:
Prior to Registering in Grants.gov:

- Acquire a DUNS Number (see OJP Grant Application Resource Guide)
- Acquire or renew registration with SAM (see OJP Grant Application Resource Guide)

To Register with Grants.gov:

- Acquire AOR and Grants.gov username/password (see OJP Grant Application Resource Guide)
- Acquire AOR confirmation from the E-Biz POC (see OJP Grant Application Resource Guide)

To Find Funding Opportunity:

- Search for the Funding Opportunity on Grants.gov
- Access Funding Opportunity and Application Package (see OJP Grant Application Resource Guide)
- Sign up for Grants.gov email notifications (optional) (see OJP Grant Application Resource Guide)
- Read Important Notice: Applying for Grants in Grants.gov
- Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm

  (see OJP Grant Application Resource Guide)

Overview of Post-Award Legal Requirements:

- Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2021 Awards" in the OJP Funding Resource Center.

Scope Requirement:

- The federal amount requested is within the allowable limit(s) of $1,000,000 for Category 1 and $800,000 for Category 2.

Eligibility Requirement:

- The following entities are eligible to apply:

- City or township governments
- Public and state-controlled institutions of higher education County governments
- Native American tribal organizations (other than federally recognized tribal governments)
- Native American tribal governments (federally recognized)
- Nonprofit organizations having a 501(c)(3) status with the IRS, other than institutions of higher education
- Nonprofit organizations that do not have a 501(c)(3) status with the IRS, other than institutions of higher education
- Private institutions of higher education

Submit **SF-424** and **SF-LLL** in Grants.gov

After SF-424 and SF-LLL submission in Grants.gov, Receive Grants.gov Email Notifications That:

- Submission has been received in Grants.gov
- Submission has either been successfully validated or rejected with errors (see OJP Grant Application Resource Guide)

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

- Contact the Response Center by telephone at 800–851–3420 or TTY: 301–240–6310 (hearing impaired only) or by email at grants@ncjrs.gov. Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday through Friday, and 10 a.m. to 8 p.m. eastern time on the solicitation close date.

Receive email notification to complete application in JustGrants

- *Complete Application Sections Listed Below in JustGrants:*

Content of Application Submission:
The following items are critical application elements required to pass Basic Minimum Requirements review. An application that OJP determines does not include the application elements that must be included in the application submission in order for the application to meet the basic minimum requirements, will neither proceed to peer review, nor receive further consideration.

- **Proposal Abstract**
- **Proposal Narrative**
- **Budget Worksheet and Budget Narrative (web-based form)**
- **Initial Action Plan**
- Memorandum of Understanding (MOU) signed, at a minimum, by the applicant, local law enforcement (if different from applicant), and one community partner.

- Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov
- Standard Applicant Information (SF-424 information from Grants.gov)

Budget and Associated Documentation

- Indirect Cost Rate Agreement (if applicable) (see OJP Grant Application Resource Guide)
- Financial Management and System of Internal Controls Questionnaire (see OJP Grant Application Resource Guide)
- Disclosure of Process related to Executive Compensation

Additional Application Components

- Tribal Authorizing Resolution (if applicable) (see OJP Grant Application Resource Guide)
- Research and Evaluation Independence and Integrity*[page 13]*(see OJP Grant Application Resource Guide)
- Documentation of Advancing DOJ Priorities (if applicable)
- Memorandum of Understanding and/or Letters of Support or Interest
- Initial Action Plan
- Position Descriptions and Résumés
- Request and Justification for Employee Compensation; Waiver (if applicable) (see OJP Grant Application Resource Guide)
- **Documentation of Community Violence Intervention (CVI) Strategies (if applicable**
- Documentation of high-poverty areas or persistent-poverty counties (if applicable)

Disclosures and Assurances

- Disclosure of Lobbying Activities (SF-LLL) (see OJP Grant Application Resource Guide)
- Applicant Disclosure of Duplication in Cost Items (see OJP Grant Application Resource Guide)
- DOJ Certified Standard Assurance (see OJP Grant Application Resource Guide)
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (see OJP Grant Application Resource Guide)
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see OJP Grant Application Resource Guide)

Submit Application in JustGrants:

- Application has been successfully submitted in JustGrants

If No JustGrants Application Submission, Validation, or Error Notifications are Received:

- Contact JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833–872–5175 regarding technical difficulties.

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
AFRCA Donation (PRCA)	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
Parks and Recreation	Three

Requested Action

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 and bleachers for the Natatorium at Welcome All Park with a City of South Fulton cost no to exceed $9,797.00 (Parks, Recreation & Cultural Affairs)

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 Atlanta and Fulton County Recreation Authority (AFCRA) will donate up to $14,000.00 for the purchase and installation of a swim competition clock system and new bleachers for the pool. AFCRA request the the City of South Fulton commits to 50% of the total cost for the purchase and installation for theclock system and the bleachers up to $9,797.00. The AFCRA will fund the remaining cost up to $14,000.00.

Funding Source (if applicable)

100-6110-53-1110

Financial Impact (if applicable)

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval	**Finance Director Approval**
Joy Marshall Digitally signed by Joy Marshall Date: 2021.08.03 18:32:45 -04'00'	8/5/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
8/9/21		8/9/2021

Board Members
William K Whitner, Esq.
Chairperson

Michael L. Green
Vice Chairperson

Bob Ellis
Treasurer

Ronald W. Sims, II
Secretary

Marvin S. Arrington, Jr., Esq.
Michelle Falconer
Cathy D. Hampton, Esq.
Robb Pitts
E. Carl Touchstone, Esq.

Executive Director
Kerry Stewart

Executive Assistant
Vivienne Kerr

AFCRA
ATLANTA FULTON COUNTY RECREATION AUTHORITY

Building Communities through Sports and Recreation

July 23, 2021

Ms. Joy Marshall
Programs and Performance Administrator
City of South Fulton
5440 Fulton Industrial Blvd, SW
South Fulton, Georgia 30336

Re: Welcome All Aquatic Center Donation

Dear Ms. Marshall:

On July 6, 2021, the City of Atlanta and Fulton County Recreation Authority ("AFCRA") Board of Directors authorized me to coordinate with the City of South Fulton ("COSF") on the purchase and installation of a swim competition clock system for the Welcome All Aquatic Center located at 4255 Will Lee Road, College Park, GA 30349.

The total price excluding taxes is $14,093.00 for the clock system and estimated $5,500.00 for the bleachers as per the attached quote received from Daktronics on July 22, 2021.

AFCRA requests the COSF commit to 50% of the total cost to purchase and install the two items up to $9,797.00. AFCFA will fund the remaining costs up to $14,000.00.

If you have any questions, please do not hesitate to contact me at (404) 522-1967.

Thank you,

Kerry Stewart

Kerry Stewart
Executive Director

1 State Farm Drive | Atlanta, Georgia 30303 | 404.522.1967 | 678.831.7989 (E-Fax)
www.afcra.com

DAKTRONICS

DAKTRONICS.COM
201 Daktronics Drive PO Box 5128
Brookings, South Dakota 57006-5128
T 800-325-8766 605-692-0200 F 605-697-4700

Thank you for giving Daktronics the opportunity to be your equipment provider. It is important to us that we capture your vision for this project. The provided quote outlines your product selection. Please look it over carefully and work with your salesperson to review and answer any questions.

We look forward to partnering with you on this exciting opportunity!

Placing Order:

When you are ready to place your order, contact your salesperson to obtain order documents. Daktronics will need the following information:

- Finalized equipment decision, including colors
- Delivery location/address
- Bill to information – Invoice Remit

If you are incorporating school or sponsorship logos into your project, please view Daktronics Graphics File Standards and submit with your order documents.

Additional Information:

Our website and blog offer helpful information. Learn more about what our customers are talking about by visiting the following:

- Could your PA system use an upgrade?
  - Check out our Sports Sound Systems.
- Wishing you could check off more items on your list of needs?
  - See how Daktronics Sports Marketing could add revenue to your budget.
- Curious what other schools have installed?
  - Look through our Daktronics Sports Photo Gallery for ideas.
- Did you know we have an in-house reliability laboratory?
  - Experience the testing your components undergo in our Product Reliability Lab.
- Interested in financing options for orders over $25,000?
  - View our Getting Started Guide to see what Daktronics offers.
- Want to view helpful information related to our products, in addition to stories on how other schools are developing students and generating revenue?
  - Check out our blog.

DAKTRONICS QUOTE # 718622-1-1

Swordfish Swim Team
Brooke Richards
4039 Hammock Trce
Atlanta, GA USA 30349
Phone: (140)493-6978
Fax:
Email: brich25126@gmail.com

22/Jul/2021
Quote valid for: 90 days
Terms: Net 30 days from shipment with Purchase Order
Subject to Credit Review
FCA: DESTINATION
Delivery: Call for Production Time

Reference: Aquatics Scoreboard

Item No.	Model	Description	Qty	Price
1	**SW-2117-13**	**Seven Line Indoor Swimming Scoreboard; horizontal format** Cabinet Dimensions: 5' 3" H X 9' 0" W X 0' 6" D (Approx. Dimensions) Max Power: 420 watts/display Weight: Packaged 515 lbs per display	1	**$10,958.00**
	SW-2004-13	Indoor Home/Guest Team Score Display Module Digit Type: PANAVIEW Weight: Unpackaged 45 lbs per display; Packaged 64 lbs per display	1	
	Indoor Scoreboard Wire Communication	Communication Type: Wire (Cable not included)	2	
2	**Omnisport 2000e Kit**	**OmniSport 2000 Ethernet timing console. Programmed for Aquatics/Track or Rodeo, 120V or 240V**	1	**$1,575.00**
3	**FREIGHT**	**Shipping to site via LTL (enclosed trailer). Usually unloads at a dock, forklift or pallet jack may be required.**	1	**$720.00**
4	**Daktronics Installation**	**See Attachment A (Not to exceed 8 hours.)**	1	**$840.00**
Services				
5	**G2C2-W**	**Two Year Warranty - Parts Coverage - G2G2**	1	
		Total Price Excluding Applicable Tax:		**$14,093.00**

Please reference listed sales literature: DD1628366 for G2C2-W, SL-04193 for SW-2004-13, SL-05408 for Omnisport 2000e Kit

Leasing Program
If your purchase exceeds $25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:
$50,000 in total equipment cost = $10,700 per year
$100,000 in total equipment cost = $21,199 per year
$250,000 in total equipment cost = $52,899 per year
Payments based on 5 year/annual payment in advance structure. **Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

Notes: Due to the dynamic COVID-19 situation, the freight pricing and proposed schedule for delivery and performance of services are subject to change.

Exclusions:
- **Electrical Installation**
- **Structure**
- **Power**
- **Engineering Certification**
- **Labor to Pull Signal Cable**
- **Taxes**
- **Front End Equipment**
- **Physical/Mechanical Installation**
- **Foundation**
- **Hoist**
- **Signal Conduit**
- **Applicable Permits**
- **Electrical Switch Gear or Distribution Equipment**

Unless expressly stated otherwise in this Quote # 718622-1 Rev 1 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to Daktronics' graphic file standards, at the time of order. Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

Scott Berardi
PHONE:
FAX:
EMAIL: Scott.Berardi@daktronics.com

Stephen Howard
PHONE: 605-692-0200
FAX:
EMAIL: Stephen.Howard@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02374 Standard Warranty and Limitation of Seller's Liability	(www.daktronics.com/terms_conditions/SL-02374.pdf)
SL-02375 Standard Terms and Conditions of Sale	(www.daktronics.com/terms_conditions/SL-02375.pdf)
SL-07862 Software License Agreement	(www.daktronics.com/terms_conditions/SL-07862.pdf)

NOTE:
The pricing may be adjusted for freight and taxes depending on the options selected.
Please request order documents to submit your order.

ATTACHMENT A
Installation Responsibilities Checklist: Indoor

Responsible Party: Daktronics	Responsible Party: Customer	Description
	✓	1. Provide payment and performance Bond.
	✓	2. Secure necessary construction permits.
✓		3. Removal of existing equipment.
✓		4. Disposal of existing equipment.
✓		5. Generate and issue standard product attachment drawings.
✓		6. Generate and issue standard product electrical and signal drawings.
	✓	7. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	✓	8. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
	✓	9. Unobstructed access to equipment and control room installation site until display is 100%.
	✓	10. Mark location of the new Equipment as delineated in the quote.
	✓	11. Provide camera-ready artwork for ad panels, and logos at time of order.
	✓	12. Provide all required floor protection.
✓		13. Site clean-up after Daktronics work.
✓		14. Crating and shipping of all equipment to facility via common or independent carrier.
✓		15. Accept, lift, unload, and inspect all scoring equipment and control equipment from carrier.
	✓	16. Provide storage of scoring equipment and control equipment in a safe, dry, and secure location until installation.
✓		17. Provide Equipment attachment hardware.
✓		18. Install Equipment attachment hardware.
✓		19. Lift and mount Equipment listed in this quotation.
	✓	20. Provide primary power feed up to and including demarcation point in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations. Note: Maximum voltage of 120 volts line to neutral for all display systems.
✓		21. Provide secondary power conduits, distribution panel, power cable and power hook-up from the demarcation point to all Daktronics supplied load centers/termination panel at/within the Equipment.
✓		22. Installation of radio/wireless hardware for the equipment.

	✓	23. Provide a climate controlled and secure control room for all control systems. Normal operating temperature should be between 40° to 90° Fahrenheit (4° to 32° Celsius). Normal operating humidity should be less than 80% non-condensing. Storage temperature should be between -10° to 105° Fahrenheit (-23° to 41° Celsius). Storage humidity should be less than 95% non-condensing. Keep computers and monitors out of direct sunlight during storage. Allow control equipment taken out of storage to return to operating temperature range prior to turning it on (24 hours recommended).
	✓	24. Required power outlets on clean dedicated circuit(s) for all scoring and control equipment.
✓		25. Unpack, set-up, hook-up, and testing of control system.
✓	✓	26. Provide personnel for maintenance and operator training.
✓		27. Perform maintenance training during installation.
✓		28. Perform operator training.
✓		29. Perform final systems testing and commissioning.
	✓	30. Final acceptance, per DF-1252.
✓	✓	31. Walk-thru inspection at Substantial Completion and identification of punchlist items
✓		32. Completion of punch list items.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

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 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 Cente
DATE:	August 24, 2021
SUBJECT:	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 Cente
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor_Service Contract - Vernita Hardy	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
Parks, Recreation and Cultural Affairs	District 1

Requested Action

Request Council approval authorizing the Mayor to execute the Instructor/Service Contract with Vernita Hardy for Visual Art Instruction at the Southwest Arts Center (PRCA)

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)

Vernita Hardy will provide visual arts instruction at the Southwest Arts Center for youth and adults.

Funding Source (if applicable)

100-6112-52-1201

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**
	8/18/21	8/18/2021

STATE OF GEORGIA
FULTON COUNTY

INSTRUCTOR SERVICES CONTRACT

THIS CONTRACT made and entered into this _____day of_____, 2021 by and between the CITY OF SOUTH FULTON, GEORGIA, hereinafter referred to as the City, and **Vernita Hardy**, hereinafter referred to as the Contractor.

Recitals

WHEREAS, the City desires to engage Contractor to perform certain services as more fully described in the Contract; and

WHEREAS, the Contractor desires to perform such services in accordance with the terms set forth in the Contract; and

WHEREAS, the Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Services to be performed.
   The Contractor hereby agrees to perform instruction services in **Visual Art Instruction** at Southwest Arts Center_____ Facility in accordance with the terms set out in the Contract.

2. Compensation.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Fee Charged per Registrant (should equal sum C & D below)

A.	Instructor's Percentage	70%
B.	Instructor's Wage per Registrant	_____
C.	Rec. Dept. Fee per Registrant	_____
D.	Day(s) Activity Occurs	Varies
E.	Time(s) Activity Meets	Varies
F.	Date Activity Begins	Varies
G.	Activity to be held (4 of times)	multiple times per year
H.	Supplies: City Provided - yes Instructor Provided - yes Not Applicable	

Payment by Event

A. Event: _____
B. Corals Wage/Event$_____
C. Contractor to be utilized at
___All events
___On a continuing sis
___As needed
D. Day(s) of event(s) _____
E. Time(s) of event(s)_____
F. Date program(s) begin(s)
G. Supplies City Provided —
Instructor Provided
Not Applicable

3. Term.
Instruction services provided in this Contract will begin on the Effective Date and end on or before August 24, 2022.

4. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.

5. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.

6. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through the Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this Contract.

8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks, Recreation and Cultural Affairs.

9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.

10. Instructors must immediately notify the **Southwest Arts Center** personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction services shall not be permitted under this Contract except under the express written permission of the City.

11. Insurance. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the Contract:

    Workers Compensation – Statutory
    Employers Liability - $100,000 (each Accident) - $100,000 (each employee) - $500,000 (policy limit)

    (ii) Commercial General Liability Insurance in an amount not less than $100,000 per occurrence subject to a $200,000 aggregate.

12. Indemnification. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.

13. This Contract constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be

valid. This Contract carries no implied future commitment of one party to the other, except as expressly detailed herein. This Contract has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This Contract may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract with one (1) week notice to the Contractor in writing. The City may also terminate the Contract for its convenience or due to lack of enrollment with one (1) week notice to the Contractor in writing.

15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.

16. This Contract may be modified only by a written agreement, approved by the City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.

17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.

18. For the purpose of this Contract, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Vernita Hardy
1925 Way Crest Drive, SW
Apt. # 2407
Atlanta, GA 30331

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
4255 Will Lee Rd
South Fulton, GA 30349

19. This Contract will be executed and implemented in Fulton County Georgia. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Court. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

The parties hereto have executed this Contract as of the Effective Date.

SIGNATURES ON FOLLOWING PAGE

CITY OF SOUTH FULTON, GEORGIA:

_____,
William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

_____
Corey Adams
Clerk to the Council (Seal)

Approved as to Content:

_____
Travis Landrum, Director
Department of Parks, Recreation & Cultural Affairs

Approved as to form:

_____
City Attorney's Office

CONTRACTOR: Vernita Hardy

_____

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor_Service Contract - Adegoriola Abodunrin	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
Parks, Recreation and Cultural Affairs	District 1

Requested Action

Request Council approval authorizing the Mayor to execute the Instructor/Service Contract with Adegoriola Abodunrin for Visual Art Instruction at the Southwest Arts Center (PRCA)

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)

Adegoriola Abodunrin will provide visual art instruction at the Southwest Arts Center for both youth and adults.

Funding Source (if applicable)

100-6112-52-1201

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**
8-18-21	8/18/21	Tammi Saddler Jones 8/18/2021

STATE OF GEORGIA
FULTON COUNTY

INSTRUCTOR SERVICES CONTRACT

THIS CONTRACT made and entered into this _____day of_____, 2021 by and between the CITY OF SOUTH FULTON, GEORGIA, hereinafter referred to as the City, and **Ade Abodunrin**, hereinafter referred to as the Contractor.

Recitals

WHEREAS, the City desires to engage Contractor to perform certain services as more fully described in the Contract; and

WHEREAS, the Contractor desires to perform such services in accordance with the terms set forth in the Contract; and

WHEREAS, the Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Services to be performed.
   The Contractor hereby agrees to perform instruction services in **Visual Art Instruction** at Southwest Arts Center_____ Facility in accordance with the terms set out in the Contract.

2. Compensation.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Fee Charged per Registrant (should equal sum C & D below)

A. Instructor's Percentage 70%
B. Instructor's Wage per Registrant _____
C. Rec. Dept. Fee per Registrant _____
D. Day(s) Activity Occurs Varies
E. Time(s) Activity Meets Varies
F. Date Activity Begins Varies
G. Activity to be held (4 of times) multiple times per year
H. Supplies: City Provided - yes
Instructor Provided - yes
Not Applicable

Payment by Event

A. Event: _____
B. Corals Wage/Event$_____
C. Contractor to be utilized at
___All events
___On a continuing sis
___As needed
D. Day(s) of event(s) _____
E. Time(s) of event(s)_____
F. Date program(s) begin(s)
G. Supplies City Provided —
Instructor Provided
Not Applicable

3. Term.
Instruction services provided in this Contract will begin on the Effective Date and end on or before August 24, 2022.

4. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.

5. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.

6. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through the Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this Contract.

8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks, Recreation and Cultural Affairs.

9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.

10. Instructors must immediately notify the **Southwest Arts Center** personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction services shall not be permitted under this Contract except under the express written permission of the City.

11. Insurance. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the Contract:

Workers Compensation – Statutory
Employers Liability - $100,000 (each Accident) - $100,000 (each employee) - $500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than $100,000 per occurrence subject to a $200,000 aggregate.

12. Indemnification. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.

13. This Contract constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be

valid. This Contract carries no implied future commitment of one party to the other, except as expressly detailed herein. This Contract has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This Contract may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract with one (1) week notice to the Contractor in writing. The City may also terminate the Contract for its convenience or due to lack of enrollment with one (1) week notice to the Contractor in writing.

15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.

16. This Contract may be modified only by a written agreement, approved by the City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.

17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.

18. For the purpose of this Contract, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Ade Abodunrin
8305 Beechwood Trace
Riverdale, GA 30274

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
4255 Will Lee Rd
South Fulton, GA 30349

19. This Contract will be executed and implemented in Fulton County Georgia. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Court. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

The parties hereto have executed this Contract as of the Effective Date.

SIGNATURES ON FOLLOWING PAGE

CITY OF SOUTH FULTON, GEORGIA:

_____,
William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

_____
Corey Adams
Clerk to the Council (Seal)

Approved as to Content:

_____
Travis Landrum, Director
Department of Parks, Recreation & Cultural Affairs

Approved as to form:

_____
City Attorney's Office

CONTRACTOR: Ade Abodunrin

_____

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor_Service Contract - Andala Curd	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
Parks, Recreation and Cultural Affairs	District 1

Requested Action

Request Council approval authorizing the Mayor to execute the Instructor/Service Contract with Andala Curd for Sewing Instruction at the Southwest Arts Center (PRCA)

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)

Andala Curd will provide beginning and intermediate sewing instruction at the Southwest Arts Center for youth and adults.

Funding Source (if applicable)

100-6112-52-1201

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**
8-18-21	8/18/21	8/18/2021

STATE OF GEORGIA
FULTON COUNTY

INSTRUCTOR SERVICES CONTRACT

THIS CONTRACT made and entered into this _____day of_____, 2021 by and between the CITY OF SOUTH FULTON, GEORGIA, hereinafter referred to as the City, and **Andala Curd**, hereinafter referred to as the Contractor.

Recitals

WHEREAS, the City desires to engage Contractor to perform certain services as more fully described in the Contract; and

WHEREAS, the Contractor desires to perform such services in accordance with the terms set forth in the Contract; and

WHEREAS, the Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Services to be performed.
   The Contractor hereby agrees to perform instruction services in **Sewing Instruction** at Southwest Arts Center_____ Facility in accordance with the terms set out in the Contract.

2. Compensation.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Fee Charged per Registrant (should equal sum C & D below)

A.	Instructor's Percentage	70%
B.	Instructor's Wage per Registrant	_____
C.	Rec. Dept. Fee per Registrant	_____
D.	Day(s) Activity Occurs	Varies
E.	Time(s) Activity Meets	Varies
F.	Date Activity Begins	Varies
G.	Activity to be held *(# of times)*	multiple times per year
H.	Supplies: City Provided - yes Instructor Provided - yes Not Applicable	

Payment by Event

A. Event: _____
B. Corals Wage/Event$_____
C. Contractor to be utilized at
   ___All events
   ___On a continuing sis
   ___As needed
D. Day(s) of event(s) _____
E. Time(s) of event(s)_____
F. Date program(s) begin(s)
G. Supplies City Provided —
   Instructor Provided
   Not Applicable

3. Term.
Instruction services provided in this Contract will begin on the Effective Date and end on or before August 24, 2022.

4. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.

5. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.

6. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through the Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this Contract.

8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks, Recreation and Cultural Affairs.

9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.

10. Instructors must immediately notify the **Southwest Arts Center** personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction services shall not be permitted under this Contract except under the express written permission of the City.

11. Insurance. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the Contract:

Workers Compensation – Statutory
Employers Liability - $100,000 (each Accident) - $100,000 (each employee) - $500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than $100,000 per occurrence subject to a $200,000 aggregate.

12. Indemnification. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.

13. This Contract constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be

valid. This Contract carries no implied future commitment of one party to the other, except as expressly detailed herein. This Contract has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This Contract may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract with one (1) week notice to the Contractor in writing. The City may also terminate the Contract for its convenience or due to lack of enrollment with one (1) week notice to the Contractor in writing.

15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.

16. This Contract may be modified only by a written agreement, approved by the City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.

17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.

18. For the purpose of this Contract, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Andala Curd
2253 Creel Rd
South Fulton, Georgia 30349

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
4255 Will Lee Rd
South Fulton, GA 30349

19. This Contract will be executed and implemented in Fulton County Georgia. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Court. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

The parties hereto have executed this Contract as of the Effective Date.

SIGNATURES ON FOLLOWING PAGE

CITY OF SOUTH FULTON, GEORGIA:

_____,
William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

_____
Corey Adams
Clerk to the Council (Seal)

Approved as to Content:

_____
Travis Landrum, Director
Department of Parks, Recreation & Cultural Affairs

Approved as to form:

_____
City Attorney's Office

CONTRACTOR: Andala Curd

_____

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor_Service Contract - Brittany Mitchell	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
Parks, Recreation and Cultural Affairs	District 1

Requested Action

Request Council approval authorizing the Mayor to execute the Instructor/Service Contract with Brittany Mitchell for Yoga Instruction at the Southwest Arts Center (PRCA)

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)

Brittany Mitchell will provide yoga instruction at the Southwest Arts Center for youth and adults.

Funding Source (if applicable)

100-6112-52-1201

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**
8-18-21	8/18/21	8/18/2024

STATE OF GEORGIA
FULTON COUNTY

INSTRUCTOR SERVICES CONTRACT

THIS CONTRACT made and entered into this _____day of_____, 2021 by and between the CITY OF SOUTH FULTON, GEORGIA, hereinafter referred to as the City, and **Brittany Mitchell**, hereinafter referred to as the Contractor.

Recitals

WHEREAS, the City desires to engage Contractor to perform certain services as more fully described in the Contract; and

WHEREAS, the Contractor desires to perform such services in accordance with the terms set forth in the Contract; and

WHEREAS, the Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Services to be performed.
   The Contractor hereby agrees to perform instruction services in **Yoga Instruction** at Southwest Arts Center_____ Facility in accordance with the terms set out in the Contract.

2. Compensation.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Fee Charged per Registrant (should equal sum C & D below)

A. Instructor's Percentage 70%
B. Instructor's Wage per Registrant _____
C. Rec. Dept. Fee per Registrant _____
D. Day(s) Activity Occurs Varies
E. Time(s) Activity Meets Varies
F. Date Activity Begins Varies
G. Activity to be held (4 of times) multiple times per year
H. Supplies: City Provided - yes
Instructor Provided - yes
Not Applicable

Payment by Event

A. Event: _____
B. Corals Wage/Event$_____
C. Contractor to be utilized at
___All events
___On a continuing sis
___As needed
D. Day(s) of event(s) _____
E. Time(s) of event(s)_____
F. Date program(s) begin(s)
G. Supplies City Provided —
Instructor Provided
Not Applicable

3. Term.
Instruction services provided in this Contract will begin on the Effective Date and end on or before August 24, 2022.

4. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.

5. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.

6. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through the Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this Contract.

8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks, Recreation and Cultural Affairs.

9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.

10. Instructors must immediately notify the **Southwest Arts Center** personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction services shall not be permitted under this Contract except under the express written permission of the City.

11. Insurance. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the Contract:

    Workers Compensation – Statutory
    Employers Liability - $100,000 (each Accident) - $100,000 (each employee) - $500,000 (policy limit)

    (ii) Commercial General Liability Insurance in an amount not less than $100,000 per occurrence subject to a $200,000 aggregate.

12. Indemnification. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.

13. This Contract constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be

valid. This Contract carries no implied future commitment of one party to the other, except as expressly detailed herein. This Contract has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This Contract may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract with one (1) week notice to the Contractor in writing. The City may also terminate the Contract for its convenience or due to lack of enrollment with one (1) week notice to the Contractor in writing.

15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.

16. This Contract may be modified only by a written agreement, approved by the City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.

17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.

18. For the purpose of this Contract, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Brittany Mitchell
1945 Savoy Road, Apt., #6302
Atlanta, Georgia 30341

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
4255 Will Lee Rd
South Fulton, GA 30349

19. This Contract will be executed and implemented in Fulton County Georgia. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Court. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

The parties hereto have executed this Contract as of the Effective Date.

SIGNATURES ON FOLLOWING PAGE

CITY OF SOUTH FULTON, GEORGIA:

_____,
William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

_____
Corey Adams
Clerk to the Council (Seal)

Approved as to Content:

_____
Travis Landrum, Director
Department of Parks, Recreation & Cultural Affairs

Approved as to form:

_____
City Attorney's Office

CONTRACTOR: Brittany Mitchell

_____

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor_Service Contract - Dionne Ledbetter	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
Parks, Recreation and Cultural Affairs	District 1

Requested Action

Request Council approval authorizing the Mayor to execute the Instructor/Service Contract with Dionne Ledbetter for music Instruction at the Southwest Arts Center (PRCA)

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)

Dionne Ledbetter will provide music instruction at the Southwest Arts Center for youth and adults.

Funding Source (if applicable)

100-6112-52-1201

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**
8-18-21	8/18/21	Tamm Saddler Jones 8/18/2021

STATE OF GEORGIA
FULTON COUNTY

INSTRUCTOR SERVICES CONTRACT

THIS CONTRACT made and entered into this _____day of_____, 2021 by and between the CITY OF SOUTH FULTON, GEORGIA, hereinafter referred to as the City, and **Dionne Ledbetter**, hereinafter referred to as the Contractor.

Recitals

WHEREAS, the City desires to engage Contractor to perform certain services as more fully described in the Contract; and

WHEREAS, the Contractor desires to perform such services in accordance with the terms set forth in the Contract; and

WHEREAS, the Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Services to be performed.
   The Contractor hereby agrees to perform instruction services in **Music Instruction** at Southwest Arts Center_____ Facility in accordance with the terms set out in the Contract.

2. Compensation.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Fee Charged per Registrant (should equal sum C & D below)

A.	Instructor's Percentage	70%
B.	Instructor's Wage per Registrant	_____
C.	Rec. Dept. Fee per Registrant	_____
D.	Day(s) Activity Occurs	Varies
E.	Time(s) Activity Meets	Varies
F.	Date Activity Begins	Varies
G.	Activity to be held (# of times)	multiple times per year
H.	Supplies: City Provided - yes Instructor Provided - yes Not Applicable	

Payment by Event

A. Event: _____
B. Corals Wage/Event$_____
C. Contractor to be utilized at
___All events
___On a continuing sis
___As needed
D. Day(s) of event(s) _____
E. Time(s) of event(s)_____
F. Date program(s) begin(s)
G. Supplies City Provided —
Instructor Provided
Not Applicable

3. Term.
Instruction services provided in this Contract will begin on the Effective Date and end on or before August 24, 2022.

4. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.

5. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.

6. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through the Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this Contract.

8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks, Recreation and Cultural Affairs.

9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.

10. Instructors must immediately notify the **Southwest Arts Center** personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction services shall not be permitted under this Contract except under the express written permission of the City.

11. Insurance. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the Contract:

    Workers Compensation – Statutory
    Employers Liability - $100,000 (each Accident) - $100,000 (each employee) - $500,000 (policy limit)

    (ii) Commercial General Liability Insurance in an amount not less than $100,000 per occurrence subject to a $200,000 aggregate.

12. Indemnification. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.

13. This Contract constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be

valid. This Contract carries no implied future commitment of one party to the other, except as expressly detailed herein. This Contract has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This Contract may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract with one (1) week notice to the Contractor in writing. The City may also terminate the Contract for its convenience or due to lack of enrollment with one (1) week notice to the Contractor in writing.

15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.

16. This Contract may be modified only by a written agreement, approved by the City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.

17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.

18. For the purpose of this Contract, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Dionne Ledbetter
3987 Harmony Walkway
Smyrna, Georgia 30082

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
4255 Will Lee Rd
South Fulton, GA 30349

19. This Contract will be executed and implemented in Fulton County Georgia. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Court. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

The parties hereto have executed this Contract as of the Effective Date.

SIGNATURES ON FOLLOWING PAGE

CITY OF SOUTH FULTON, GEORGIA:

_____,
William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

_____
Corey Adams
Clerk to the Council (Seal)

Approved as to Content:

_____
Travis Landrum, Director
Department of Parks, Recreation & Cultural Affairs

Approved as to form:

_____
City Attorney's Office

CONTRACTOR: Dionne Ledbetter

_____

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor_Service Contract - Judy Shaw	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
Parks, Recreation and Cultural Affairs	District 1

Requested Action

Request Council approval authorizing the Mayor to execute the Instructor/Service Contract with Judy Shaw Simon for Visual and Language Arts Instruction at the Southwest Arts Center (PRCA)

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)

Judy Shaw Simon will provide visual and language arts instruction at the Southwest Arts Center for youth and adults.

Funding Source (if applicable)

100-6112-52-1201

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**
8-18-21	8/18/21	Tamara Saddler Jones 8/18/2021

STATE OF GEORGIA
FULTON COUNTY

INSTRUCTOR SERVICES CONTRACT

THIS CONTRACT made and entered into this _____day of_____, 2021 by and between the CITY OF SOUTH FULTON, GEORGIA, hereinafter referred to as the City, and **Judy Shaw Simon**, hereinafter referred to as the Contractor.

Recitals

WHEREAS, the City desires to engage Contractor to perform certain services as more fully described in the Contract; and

WHEREAS, the Contractor desires to perform such services in accordance with the terms set forth in the Contract; and

WHEREAS, the Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Services to be performed.
   The Contractor hereby agrees to perform instruction services in **Visual and Language Art Instruction** at Southwest Arts Center_____ Facility in accordance with the terms set out in the Contract.

2. Compensation.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Fee Charged per Registrant (should equal sum C & D below)

A.	Instructor's Percentage	70%
B.	Instructor's Wage per Registrant	_____
C.	Rec. Dept. Fee per Registrant	_____
D.	Day(s) Activity Occurs	Varies
E.	Time(s) Activity Meets	Varies
F.	Date Activity Begins	Varies
G.	Activity to be held (4 of times)	multiple times per year
H.	Supplies: City Provided - yes Instructor Provided - yes Not Applicable	

Payment by Event

A. Event: _____
B. Corals Wage/Event$_____
C. Contractor to be utilized at
   ___All events
   ___On a continuing sis
   ___As needed
D. Day(s) of event(s) _____
E. Time(s) of event(s)_____
F. Date program(s) begin(s)
G. Supplies City Provided —
   Instructor Provided
   Not Applicable

3. Term.
Instruction services provided in this Contract will begin on the Effective Date and end on or before August 24, 2022.

4. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.

5. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.

6. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through the Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this Contract.

8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks, Recreation and Cultural Affairs.

9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.

10. Instructors must immediately notify the **Southwest Arts Center** personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction services shall not be permitted under this Contract except under the express written permission of the City.

11. Insurance. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the Contract:

    Workers Compensation – Statutory
    Employers Liability - $100,000 (each Accident) - $100,000 (each employee) - $500,000 (policy limit)

    (ii) Commercial General Liability Insurance in an amount not less than $100,000 per occurrence subject to a $200,000 aggregate.

12. Indemnification. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.

13. This Contract constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be

valid. This Contract carries no implied future commitment of one party to the other, except as expressly detailed herein. This Contract has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This Contract may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract with one (1) week notice to the Contractor in writing. The City may also terminate the Contract for its convenience or due to lack of enrollment with one (1) week notice to the Contractor in writing.

15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.

16. This Contract may be modified only by a written agreement, approved by the City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.

17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.

18. For the purpose of this Contract, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Judy Shaw Simon
1026 Mount Airy Drive, SW
Atlanta, Georgia 30311

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
4255 Will Lee Rd
South Fulton, GA 30349

19. This Contract will be executed and implemented in Fulton County Georgia. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Court. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

The parties hereto have executed this Contract as of the Effective Date.

SIGNATURES ON FOLLOWING PAGE

CITY OF SOUTH FULTON, GEORGIA:

_____,
William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

_____
Corey Adams
Clerk to the Council (Seal)

Approved as to Content:

_____
Travis Landrum, Director
Department of Parks, Recreation & Cultural Affairs

Approved as to form:

_____
City Attorney's Office

CONTRACTOR: Judy Shaw Simon

_____

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor_Service Contract - Kayla Parker	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
Parks, Recreation and Cultural Affairs	District 1

Requested Action

Request Council approval authorizing the Mayor to execute the Instructor/Service Contract with Kayla Parker for Theatre Instruction at the Southwest Arts Center (PRCA)

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)

Kayla Parker will provide theatre instruction at the Southwest Arts Center for youth and adults.

Funding Source (if applicable)

100-6112-52-1201

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**
8-18-21	8/18/21	8/18/2021

STATE OF GEORGIA
FULTON COUNTY

INSTRUCTOR SERVICES CONTRACT

THIS CONTRACT made and entered into this _____day of_____, 2021 by and between the CITY OF SOUTH FULTON, GEORGIA, hereinafter referred to as the City, and **Kayla Parker**, hereinafter referred to as the Contractor.

Recitals

WHEREAS, the City desires to engage Contractor to perform certain services as more fully described in the Contract; and

WHEREAS, the Contractor desires to perform such services in accordance with the terms set forth in the Contract; and

WHEREAS, the Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Services to be performed.
The Contractor hereby agrees to perform instruction services in **Theatre Instruction** at Southwest Arts Center_____ Facility in accordance with the terms set out in the Contract.

2. Compensation.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Fee Charged per Registrant (should equal sum C & D below)

A. Instructor's Percentage **70%**
B. Instructor's Wage per Registrant _____
C. Rec. Dept. Fee per Registrant _____
D. Day(s) Activity Occurs Varies
E. Time(s) Activity Meets Varies
F. Date Activity Begins Varies
G. Activity to be held (# of times) multiple times per year
H. Supplies: City Provided - yes
Instructor Provided - yes
Not Applicable

Payment by Event

A. Event: _____
B. Corals Wage/Event$_____
C. Contractor to be utilized at
___All events
___On a continuing sis
___As needed
D. Day(s) of event(s) _____
E. Time(s) of event(s)_____
F. Date program(s) begin(s)
G. Supplies City Provided —
Instructor Provided
Not Applicable

3. Term.
Instruction services provided in this Contract will begin on the Effective Date and end on or before August 24, 2022.

4. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.

5. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.

6. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through the Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this Contract.

8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks, Recreation and Cultural Affairs.

9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.

10. Instructors must immediately notify the **Southwest Arts Center** personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction services shall not be permitted under this Contract except under the express written permission of the City.

11. Insurance. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the Contract:

Workers Compensation – Statutory
Employers Liability - $100,000 (each Accident) - $100,000 (each employee) - $500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than $100,000 per occurrence subject to a $200,000 aggregate.

12. Indemnification. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.

13. This Contract constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be

valid. This Contract carries no implied future commitment of one party to the other, except as expressly detailed herein. This Contract has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This Contract may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract with one (1) week notice to the Contractor in writing. The City may also terminate the Contract for its convenience or due to lack of enrollment with one (1) week notice to the Contractor in writing.

15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.

16. This Contract may be modified only by a written agreement, approved by the City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.

17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.

18. For the purpose of this Contract, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Kayla Parker
917 Oakland Drive, SW
Atlanta, Georgia 30310

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
4255 Will Lee Rd
South Fulton, GA 30349

19. This Contract will be executed and implemented in Fulton County Georgia. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Court. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

The parties hereto have executed this Contract as of the Effective Date.

SIGNATURES ON FOLLOWING PAGE

CITY OF SOUTH FULTON, GEORGIA:

_____,
William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

_____
Corey Adams
Clerk to the Council (Seal)

Approved as to Content:

_____
Travis Landrum, Director
Department of Parks, Recreation & Cultural Affairs

Approved as to form:

_____
City Attorney's Office

CONTRACTOR: Kayla Parker

_____

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 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 Cente
DATE:	August 24, 2021
SUBJECT:	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 Cente
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor_Service Contract - Theresa Mingo	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021	
Requesting Department Parks, Recreation and Cultural Affairs	**Council District(s) Affected** District 1

Requested Action

Request Council approval authorizing the Mayor to execute the Instructor/Service Contract with Theresa Mingo for Music, Visual Art, and Dance Instruction at the Southwest Arts Center (PRCA)

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)

Theresa Mingo will provide music, visual arts and dance instruction at the Southwest Arts Center for youth and adults.

Funding Source (if applicable)

100-6112-52-1201

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
8-18-21	8/18/21	8/18/2021

STATE OF GEORGIA
FULTON COUNTY

INSTRUCTOR SERVICES CONTRACT

THIS CONTRACT made and entered into this _____day of_____, 2021 by and between the CITY OF SOUTH FULTON, GEORGIA, hereinafter referred to as the City, and **Theresa Mingo**, hereinafter referred to as the Contractor.

Recitals

WHEREAS, the City desires to engage Contractor to perform certain services as more fully described in the Contract; and

WHEREAS, the Contractor desires to perform such services in accordance with the terms set forth in the Contract; and

WHEREAS, the Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Services to be performed.
   The Contractor hereby agrees to perform instruction services in **Music, Visual Art and Dance Instruction** at Southwest Arts Center_____ Facility in accordance with the terms set out in the Contract.

2. Compensation.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Fee Charged per Registrant (should equal sum C & D below)

A.	Instructor's Percentage	70%
B.	Instructor's Wage per Registrant	_____
C.	Rec. Dept. Fee per Registrant	_____
D.	Day(s) Activity Occurs	Varies
E.	Time(s) Activity Meets	Varies
F.	Date Activity Begins	Varies
G.	Activity to be held (# of times)	multiple times per year
H.	Supplies: City Provided - yes Instructor Provided - yes Not Applicable	

Payment by Event

A. Event: _____
B. Corals Wage/Event$_____
C. Contractor to be utilized at
   ___All events
   ___On a continuing sis
   ___As needed
D. Day(s) of event(s) _____
E. Time(s) of event(s)_____
F. Date program(s) begin(s)
G. Supplies City Provided —
   Instructor Provided
   Not Applicable

3. Term.
Instruction services provided in this Contract will begin on the Effective Date and end on or before August 24, 2022.

4. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.

5. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.

6. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through the Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this Contract.

8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks, Recreation and Cultural Affairs.

9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.

10. Instructors must immediately notify the **Southwest Arts Center** personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction services shall not be permitted under this Contract except under the express written permission of the City.

11. Insurance. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the Contract:

Workers Compensation – Statutory
Employers Liability - $100,000 (each Accident) - $100,000 (each employee) - $500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than $100,000 per occurrence subject to a $200,000 aggregate.

12. Indemnification. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.

13. This Contract constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be

valid. This Contract carries no implied future commitment of one party to the other, except as expressly detailed herein. This Contract has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This Contract may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

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14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract with one (1) week notice to the Contractor in writing. The City may also terminate the Contract for its convenience or due to lack of enrollment with one (1) week notice to the Contractor in writing.

15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.

16. This Contract may be modified only by a written agreement, approved by the City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.

17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.

18. For the purpose of this Contract, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Theresa Mingo
917 Oakland Drive, SW
Atlanta, Georgia 30310

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
4255 Will Lee Rd
South Fulton, GA 30349

19. This Contract will be executed and implemented in Fulton County Georgia. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Court. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

The parties hereto have executed this Contract as of the Effective Date.

SIGNATURES ON FOLLOWING PAGE

CITY OF SOUTH FULTON, GEORGIA:

_____,
William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

_____
Corey Adams
Clerk to the Council (Seal)

Approved as to Content:

_____
Travis Landrum, Director
Department of Parks, Recreation & Cultural Affairs

Approved as to form:

_____
City Attorney's Office

CONTRACTOR: Theresa Mingo

_____

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor_Service Contract - Total Dance	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
Parks, Recreation and Cultural Affairs	District 1

Requested Action

Request Council approval authorizing the Mayor to execute the Instructor/Service Contract with Total Dance for Dance Instruction at the Southwest Arts Center (PRCA)

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)

Total Dance will provide Ballet, Jazz, Hip-Hop, Modern and African dance instruction at the Southwest Arts Center for youth and adults.

Funding Source (if applicable)

100-6112-52-1201

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**
8-18-21	8/18/21	8/18/2021

STATE OF GEORGIA
FULTON COUNTY

INSTRUCTOR SERVICES CONTRACT

THIS CONTRACT made and entered into this _____day of_____, 2021 by and between the CITY OF SOUTH FULTON, GEORGIA, hereinafter referred to as the City, and **Total Dance**, hereinafter referred to as the Contractor.

Recitals

WHEREAS, the City desires to engage Contractor to perform certain services as more fully described in the Contract; and

WHEREAS, the Contractor desires to perform such services in accordance with the terms set forth in the Contract; and

WHEREAS, the Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Services to be performed.
   The Contractor hereby agrees to perform instruction services in **Dance Instruction** at Southwest Arts Center_____ Facility in accordance with the terms set out in the Contract.

2. Compensation.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Fee Charged per Registrant (should equal sum C & D below)

A.	Instructor's Percentage	70%
B.	Instructor's Wage per Registrant	_____
C.	Rec. Dept. Fee per Registrant	_____
D.	Day(s) Activity Occurs	Varies
E.	Time(s) Activity Meets	Varies
F.	Date Activity Begins	Varies
G.	Activity to be held *(4* of times)	multiple times per year
H.	Supplies: City Provided - yes Instructor Provided - yes Not Applicable	

Payment by Event

A. Event: _____
B. Corals Wage/Event$_____
C. Contractor to be utilized at
___All events
___On a continuing sis
___As needed
D. Day(s) of event(s) _____
E. Time(s) of event(s)_____
F. Date program(s) begin(s)
G. Supplies City Provided —
Instructor Provided
Not Applicable

3. Term.
Instruction services provided in this Contract will begin on the Effective Date and end on or before August 24, 2022.

4. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.

5. The Contractor agrees that he/she is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.

6. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through the Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this Contract.

8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks, Recreation and Cultural Affairs.

9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.

10. Instructors must immediately notify the **Southwest Arts Center** personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction services shall not be permitted under this Contract except under the express written permission of the City.

11. Insurance. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the Contract:

Workers Compensation – Statutory
Employers Liability - $100,000 (each Accident) - $100,000 (each employee) - $500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than $100,000 per occurrence subject to a $200,000 aggregate.

12. Indemnification. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.

13. This Contract constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be

valid. This Contract carries no implied future commitment of one party to the other, except as expressly detailed herein. This Contract has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This Contract may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract with one (1) week notice to the Contractor in writing. The City may also terminate the Contract for its convenience or due to lack of enrollment with one (1) week notice to the Contractor in writing.

15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.

16. This Contract may be modified only by a written agreement, approved by the City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.

17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.

18. For the purpose of this Contract, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

Total Dance
1661 South Gordan Street
Atlanta, Georgia 30310

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
4255 Will Lee Rd
South Fulton, GA 30349

19. This Contract will be executed and implemented in Fulton County Georgia. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Court. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

The parties hereto have executed this Contract as of the Effective Date.

SIGNATURES ON FOLLOWING PAGE

CITY OF SOUTH FULTON, GEORGIA:

_____,
William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

_____
Corey Adams
Clerk to the Council (Seal)

Approved as to Content:

_____
Travis Landrum, Director
Department of Parks, Recreation & Cultural Affairs

Approved as to form:

_____
City Attorney's Office

CONTRACTOR: Total Dance

_____

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Item Summary - Landscaping	Cover Memo	8/20/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/24/2021

Requesting Department	**Council District(s) Affected**
Parks & Cultural Affairs	Citywide

Requested Action

Authorize Staff to award Russell Landscape the contract to provide Grounds Maintenance & Chemical Treatment Services in an amount not to exceed $384,506.00 as the lowest, most responsive and responsible bidder to ITB 21-007.

Requirements for Council Action (City specific Council policy, statute or code requirement)

COSF Procurement Code: Council Approval is required on all purchases of $25,000 or more

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

ITB 21 - 007 was issued on June 21, 2021. Three (3) perspective contractors submitted bids for both Ground Maintenance and Chemical Treatment (see Exhibit 1). At minimum, bids are evaluated by a 3-member evaluation team. The process identified Russell Landscape as the most responsive and responsible vendor.

Russell Landscape submitted the most qualified Bid/proposal as determined by the evaluation committee and the cost proposal was a total of $384,506.00. Staff recommends that Russell Landscape be selected as the most responsive, responsible, and qualified candidate.

Funding Source (if applicable)

TBD

Financial Impact (if applicable)

$384,506.00 total spend

Financial Impact Statement Received Yes ☐ No ☑

Legislative Process Complete Yes ☐ No ☑

Department Director Approval		**Finance Director Approval**
Travis Landrum Travis Landrum (Aug 19, 2021 17:16 EDT)		Rachel Bembry Rachel Bembry (Aug 20, 2021 06:50 EDT)

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
		Tammi Saddler Jones

CITY OF SOUTH FULTON, GEORGIA
CITY COUNCIL AGENDA ITEM

SUBJECT: **Recommendation to award Russell Landscape the contract to provide Grounds Maintenance Services in an amount not to exceed $384,506.00 annually.**

(X)	RECOMMENDATION	**( )**	POLICY/DISCUSSION	**( )**	STATUS REPORT
( )	ORDINANCE	**( )**	RESOLUTION	**( )**	OTHER

Date Submitted: 8/04/21 **Work Session:** **Meeting: 8/24/2021**

RECOMMENDED ACTION: Council Approval

BUDGET IMPACT:
ANNUAL: $384,506.00 (This includes chemical treatment)
CAPITAL:

FUNDING SOURCE: Budgeted expense under the contracted line item within the PRCA and Fire Budgets for FY 2022. We anticipate an October 1, 2021, start date.

COUNCIL ACTION REQUESTED ON: August 24, 2021

PURPOSE: Staff recommends approval of Russell Landscape, as the most responsive and responsible proponent in response to ITB 21-007 (Grounds Maintenance Services for the City of South Fulton). The City has reviewed the required services of providing certain landscape and chemical applications for city facilities in regards to licenses, equipment, liability, and labor, and have determined that outsourcing was the best option.

HISTORY: ITB 21 - 007 was issued on June 21, 2021. Three (3) perspective contractors submitted bids. At minimum, bids are evaluated by a 3-member evaluation team. The process identified Russell Landscape as the most responsive and responsible vendor.

FACTS AND ISSUES: Russell Landscape submitted the most qualified proposal as determined by the evaluation committee and the most reasonable cost proposal was $384,506.00 annually. As the most qualified meeting all the requirement of the ITB, Russell Landscape represents the best value to the city.

OPTIONS/RECOMENDATIONS: Staff recommends that Russell Landscape, be selected as the most responsive, responsible, and qualified candidate. Staff also recommends that council authorize Staff to engage Russell Landscape and negotiate an Agreement for Russell Landscape to perform services identified in Scope of work for an amount not to exceed $384,506.00. Fees associated with this agreement will be paid monthly based on a schedule of services provided.

REQUESTED BY: Anthony Kerr, Purchasing Manager on behalf of COSF, Parks Recreation and Cultural Affairs, and the Fire Department.

Exhibit 1

Bid Tabulation for ITB 21-007 Grounds Maintenance Services for the City of South Fulton Government Facilities	
COMPANY	**BID AMOUNT**
Russell Landscape	**$384,506.00**
Georgia Green Landscaping	**$570,720.00**
WORLDSCAPE LGP LLC	**NON-RESPONSIVE NO BID BOND**

Several other landscape companies inquired, obtained packages and/or attended meetings regarding providing services but did not submit a bid in accordance with the RFP process.

RUSSELL LANDSCAPE

BID FORM ITB 21-007 Ground Maintenai

Cost for basic service shall be listed for each site - monthly cost and extended cost (monthly cost X 12 months)
Cost of Pinestraw shall be listed for all facilities for the entire yeay (2 applications)

Location	Turf Type	Year One		Year Two		Year Three	
	(Warm or Cool Season)	Monthly Cost	Extended Cost	Monthly cost	Extended Cost	Monthly cost	Extended Cost
Burdette Recrearion Center & Park	Warm	$1,158.00	$ 13,896.00	$1,182.00	$14,184.00	$1,207.00	$14,484.00
Burdett Tennis Center	Warm	$775.00	$ 9,300.00	$791.00	$9,492.00	$808.00	$9,696.00
Canine Crossing	Warm	$585.00	$ 7,020.00	$597.00	$7,164.00	$610.00	$7,320.00
Cliftondale Recreation Center	Both	$582.00	$ 6,984.00	$594.00	$7,128.00	$607.00	$7,284.00
Cliftondale Park	Both	$1,253.00	$ 15,036.00	$1,279.00	$15,348.00	$1,306.00	$15,672.00
Mason Park	Warm	$487.00	$ 5,844.00	$497.00	$5,964.00	$508.00	$6,096.00
Old National Park	Warm	$1,934.00	$ 23,208.00	$1,974.00	$23,688.00	$2,015.00	$24,180.00
Sandtown Rec Center & Park	Both	$2,954.00	$ 35,448.00	$3,015.00	$36,180.00	$3,077.00	$36,924.00
South Fulton Tennis Center	Both	$1,566.00	$ 18,792.00	$1,598.00	$19,176.00	$1,631.00	$19,572.00
Trammell Crow Park	Both	$1,248.00	$ 14,976.00	$1,274.00	$15,288.00	$1,300	$15,600.00
Welcome All Park & multipurpose Rec Center	Both	$3,695.00	$ 44,340.00	$3,771.00	$45,252.00	$3,848.00	$46,176.00
Wilkerson Mill Farris Park	Warm	$2,057.00	$ 24,684.00	$2,099.00	$25,188.00	$2,142.00	$25,704.00
Delano Park	Warm	$443.00	$ 5,316.00	$453.00	$5,436.00	$463.00	$5,556.00
Creel Park & Community Building	Both	$1,879.00	$ 22,548.00	$1,918.00	$23,016.00	$1,958.00	$23,496.00
Cedargrove Park	Warm	$1,469.00	$ 17,628.00	$1,499.00	$17,988.00	$1,530.00	$18,360.00

	Year One	Year Two	Year Three
Total Basic Services (A)	$265,020.00	$270,492.00	$276,120.00
Total Pinestraw Service (B)	$ 65,000.00	$65,000.00	$65,000
Total Weed Control, Fertilizer, Pest (c)	$ 54,486.00	$54,486.00	$54,486.00
Grand Total-Basic Services (A+B+C)	$384,506.00	$389,978.00	$395,606.00

RUSSELL LANDSCAPE

Bid Sheet for ITB 21-007 Chemical Treatment Only(Weed Control, Fertilizer, Pest Control)

Cost for chemical service shall be listed for each site - monthly cost and extended cost (monthly cost X 12 months)

Location		Year One		Year Two		Year Three	
		Monthly Cost	Extended Cost	Monthly Cost	Extended Cost	Monthly Cost	Extended Cost
FireStation #1	5165 Welcome All Rd. College Park, Ga 30349	$ 26.25	$ 315.00	$ 26.25	$ 315.00	$ 26.25	$ 315.00
Firestation #2	4121 Cascade Rd., Atlanta, Ga. 30331	$ 43.00	$ 516.00	$ 43.00	$ 516.00	$ 43.00	$ 516.00
Firestation #3	4035 Stonewall Tell Rd. College Park, Ga. 30349	$ 36.00	$432.00	$ 36.00	$ 432.00	$ 36.00	$ 432.00
Firestation #4	5890 Plummer Rd., Atlanta, Ga. 30331	$ 57.50	$ 690.00	$ 57.50	$ 690.00	$ 57.50	$ 690.00
FireStation #5	3175 Bethsaida Rd. Fairburn, Ga. 30213	$ 37.50	$ 450.00	$ 37.50	$ 450.00	$ 37.50	$ 450.00
Firestation #6	6720 Cedar Grove Rd., Fairburn, Ga. 30213	$ 113.00	$ 1,356.00	$ 113.00	$ 1,356.00	$ 113.00	$ 1,356.00
Firestation #7	5965 Buffington Rd., College Park, Ga. 30349	$ 105.00	$ 1,260.00	$ 105.00	$ 1,260.00	$ 105.00	$ 1,260.00
Firestation #8	8675 Ridge Rd, Fairburn, Ga. 30213	$ 85.00	$ 1,020.00	$ 85.00	$ 1,020.00	$ 85.00	$ 1,020.00
Firestation #11	4760 Fulton Industrial Blvd., Atlanta, Ga. 30336	$ 71.00	$ 852.00	$ 71.00	$ 852.00	$ 71.00	$ 852.00

Price Per Athletic Field x 34 fields

Year One $ 47,595.00 Year Two $ 47,595.00 Year Three $ 47,595.00

Grand Total - Chemical Treatment

Year One $ 54,486.00 Year Two $ 54,486.00 Year Three $ 54,486.00

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary-One Million Tree	Cover Memo	8/20/2021
Res COSF Partnership With One Million Trees Atlanta 7.12.21	Cover Memo	8/20/2021

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 **RES2021-_____**

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

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, the City has received an invitation by Trees Atlanta to become a partner in the One Million Trees Initiative; and

WHEREAS, the One Million Trees Initiatives is an innovative collaboration between several Metro Atlanta Cities and local non-profits to plant and protect one million trees in the metro area by 2030; and

WHEREAS, urban forest faces significant challenges from insects and diseases, climate change, urban development and resource strains; and

WHEREAS, trees provide many benefits including improved air quality, reduced rainwater runoff, improved health and quality of life, greener and more aesthetically attractive recreation areas, reduced heating and cooling costs and increased property values; and

WHEREAS, the City is committed to protecting and enhancing the tree canopy and desires to partner with Trees Atlanta to support the efforts of the One Million Trees Initiative and make it a priority to plant at least 1,000 trees over the next three years in public rights-of-way and parks with the City's Tree Fund and through corporate and non-profit partnerships;

WHEREAS, this Resolution is in the best interests of the health, safety and general welfare of the City and its employees and residents.

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

Section 1. The City of South Fulton, Georgia accepts the invitation to join the movement and become a partner with Trees Atlanta for the One Million Trees Initiative.

Section 3. 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 4. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 5. 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

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council Approval Of A Resolution To Promote Redevelopment And Revitalization Within The City; Initiating Efforts For State Opportunity Zone Incentive
DATE:	August 24, 2021
SUBJECT:	Request Council Approval Of A Resolution To Promote Redevelopment And Revitalization Within The City; Initiating Efforts For State Opportunity Zone Incentive
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2021 Opportunity Zone	Cover Memo	8/20/2021
Financial Impact Statement - Opportunity Zone Incentives Resolution 1203 - Gilyard	Cover Memo	8/20/2021

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES20__-_____**

A RESOLUTION TO PROMOTE REDEVELOPMENT AND REVITALIZATION WITHIN THE CITY; INITIATING EFFORTS FOR STATE OPPORTUNITY ZONE INCENTIVES; AND FOR OTHER PURPOSES

(Sponsored by Councilwoman Gilyard)

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, in accordance with O.C.G.A 48-7-40.1(c)(4), the State Department of Community Affairs ("DCA") ranks areas in the state that are within or adjacent to a census block group with 15% or greater poverty where an enterprise zone or urban redevelopment plan exists and designates those areas as State Opportunity Zones; and

WHEREAS, DCA considers applications from local governments which undertake redevelopment and revitalization efforts in certain older commercial and industrial areas to qualify those areas for job tax credits and other incentives; and

WHEREAS, the City Council finds that application to DCA for designation of areas within the City that may qualify as a State Opportunity Zones with help promote sound and quality redevelopment and revitalization within the City; and

WHEREAS, sound and quality redevelopment and revitalization are vital to the quality of life for the City's residents and businesses; and

WHEREAS, this Resolution is in the best interests of the health, safety and general welfare of the City and its employees and residents.

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

Section 1. The City Manager is hereby instructed to make application, on behalf of the City, to DCA for designation of the areas within the City that may qualify as State Opportunity Zones.

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 4. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 5. 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
INTERIM CITY MANAGER

FRANK S. MILAZI
CHIEF FINANCIAL OFFICER

MEMORANDUM

TO: **Corey Adams, City Clerk**

FROM: Frank S. Milazi, CFO

DATE: December 2, 2020

SUBJECT: **Opportunity Zone Incentives Resolution**

CONCLUSION

City Council finds that application to DCA for designation of areas within the City that may qualify as a State Opportunity Zones with help, promote sound and quality redevelopment as well as revitalization within the City.

BACKGROUND

Sound and quality redevelopment and revitalization are vital to the quality of life for City of South Fulton's residents and businesses. State law allows governments which undertake redevelopment and revitalization efforts in certain older commercial and industrial areas to qualify those areas for job tax credits and other incentives. DCA will consider designations for areas that are within or adjacent to a census block group with 15% or greater poverty where an enterprise zone or urban redevelopment plan exists.

FINANCIAL IMPACT

There will be no financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocations.

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 Adopting A Records Management Plan and For Other Lawful Purposes
DATE:	August 24, 2021
SUBJECT:	Request Council Approval of A Resolution Adopting A Records Management Plan and For Other Lawful Purposes
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary Records Management Resolution (8.2.21) Complete File	Cover Memo	8/20/2021

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**
Corey Adams 8/2/2021		

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

A RESOLUTION OF THE CITY OF SOUTH FULTON, GEORGIA, ADOPTING A RECORDS MANAGEMENT PLAN AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Councilperson Willis)

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

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

WHEREAS, O.C.G.A. § 50-18-99 establishes procedures for the adoption of records management plans and retention schedules for local government records;

WHEREAS, the City wishes to adopt a records management plan consistent with records management policy and retention schedules approved by the State of Georgia; and

WHEREAS, this records management plan is necessary to comply with state of Georgia guidelines for preserving and maintaining records for access by the public and to foster an open government.

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

Section 1: The City of South Fulton, Georgia, hereby adopts the Records Management Plan Policy attached hereto.

****

Section 2. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution 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, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution 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 Resolution.

Section 3. The City Attorney and the 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 filled with the City Clerk.

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

The foregoing RESOLUTION No. 2021-xxx, adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

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

THIS RESOLUTION adopted this _____ day of _____2021. **CITY OF SOUTH FULTON, GEORGIA.**

_____
WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

_____
COREY ADAMS, CITY CLERK

APPROVED AS TO FORM:

_____
VINCENT D. HYMAN, CITY ATTORNEY

GOVERNMENT OF THE CITY OF SOUTH FULTON

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Renardo Paschal, Deputy City Clerk

DATE: July 30, 2021

SUBJECT: Records Management Memorandum

The City Clerk's Office is in the process of developing an innovative records management program to support and ensure city records are following all applicable guidelines provided under the Georgia Records Act.

In preparation of developing a record management program, the Clerk's Office is planning to conduct an audit and inventory of all city records to ensure operational efficiency and proper maintenance of city records. As part of the planning process each department with the assistance of professional services will be asked to provide an inventory of operational records as outlined by the **Georgia Archives** Local Government Record Retention Schedules.

A successful inventory will ensure stakeholders are knowledgeable and can easily locate and access key documents and data. Additionally, staff will be able to identify vital documents and records that can be stored off-site and digitized to maximize operational efficiency and free up office space.

To achieve this objective, an annual inventory shall be conducted by all departments to systematically identify newly created records and update any existing record series within the custodial division(s) purview as outlined by the state retention schedule.

The goal is to leverage professional services to assist with this initiative**.** The primary project cost proposal is roughly **$165,000** to include the following services:

- Off-site Storage & applicable retention
- Imaging Services (indexing, digital scanning, data conversion, & document prep)
- Digital Conversion and document management
- Secured document shredding

Should you need further information regarding this correspondence, please contact Renardo Paschal at Renardo.Paschal@cityofsouthfultonga.gov



CITY OF SOUTH FULTON

RECORDS MANAGEMENT PLAN

Adopted XX-XX-2021

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SECTION I: PURPOSE

This plan provides for the systematic review, retention, and destruction of documents received or created in the transaction of City of South Fulton ("City") business. This plan is designed to ensure compliance with federal and state laws, regulations, and City ordinances. The purpose of the plan is to help eliminate accidental or innocent document destruction of records and to facilitate City operations by promoting efficiency and reducing unnecessary storage of documents.

SECTION II: RETENTION SCHEDULE

The City retains and preserves vital records of its business and operations to preserve any historical record of the City, to ensure current and future operations, and to comply with its legal obligations as specified by the Georgia Records Act, O.C.G.A. §50-18-90 et seq., and the Georgia Records Retention and Disposition Schedule which can be accessed at www.georgiaarchives.org. The City hereby adopts the State of Georgia's Records Retention and Disposition Schedule, as it may be amended from time to time, as it is fully set forth herein. The City Records Officer shall coordinate all records management for the City. This plan is in conjunction with the Georgia Open Records Act O.C.G.A. §50-18-70 et seq. and City Open Records plan and procedures.

SECTION III: DEFINITIONS

"CITY RECORD" - any document, regardless of physical form or characteristics, created or received by the City in connection with the transaction of public conduct business. This definition includes, but is not limited to, correspondences, forms, reports, books, papers, photographs etc.

"DEPARTMENT" - any department, division, commission, authority, committee, task force, or similar entity of the City.

"DEPARTMENT RECORDS SCHEDULE" - records schedule from each department listing all record types that corresponds with the State of Georgia's Records Retention and Disposition Schedule.

"DIRECTOR" - the department head of a department of the City that creates or receives City records; to include the Chief of Police, Fire Chief, City Clerk, City Attorney, and Court Administrator.

"ESSENTIAL RECORD" - any City record necessary to resume or continue operations of the City in an emergency or disaster; recreate the legal and financial status of the City; or to protect and fulfill obligations to the citizens of the City.

"PERMANENT RECORD" - any City record for which the retention period on a Records Retention and Disposition Schedule is given as permanent.

"RECORDS DISPOSITION" - the removal or destruction of a City record that has passed its minimum legal retention period and no longer has value to the City, or for a permanent City record, transfer of the record for archival accession.

"RECORDS INVENTORY" - the process of locating, identifying, and describing in detail the records of a department.

"RECORDS COORDINATOR" - a person designated by each Director to implement the Records Management Plan in their department.

"*RECORDS OFFICER*" – a person responsible for establishing and maintaining an economical and effective records management program

"POLICE RECORDS COORDINATOR" - a person designated by Chief of Police to implement the Records Management Plan in their department; to include open record requests.

"MUNICIPAL COURT ADMINISTRATOR" - or a designated Court staff person will coordinate and implement the Records Management Plan in their department; to include open record requests.

"RETENTION PERIOD" - the minimum time that must pass after the creation, recording, or receipt of a City record, or after the fulfillment of certain actions associated with a City record before the record is eligible for disposition.

SECTION IV: RECORDS OFFICER

The City Clerk shall designate a Records Officer who shall help oversee the City's responsibilities under this article. In addition to other duties assigned by this plan, City ordinances, and State law, the Records Officer shall:

1. Coordinate the City's records management plan and provide advice and assistance to Directors and Records Coordinators in its implementation;
2. Recommend updates to the requirements, policies and procedures for the City's records management plan;
3. In cooperation with the Director and Information Technology Department (IT) staff, identify essential records and establish a records disaster and recovery plan for each department to ensure maximum availability of the records in order to re-establish operations quickly and with minimum disruption and expense;
4. Monitor retention/disposition schedules and administrative rules issued by the Georgia Secretary of State;

5. Disseminate information concerning State laws and administrative rules relating to City records to the Directors;
6. Direct Records Coordinators and other personnel in the conduct of records inventories;
7. Partner with the Information Technology Department (IT) to ensure that the creation, maintenance, preservation, scanning, electronic storage, destruction, and other disposition of City records are carried out in accordance with the requirements, policies, and procedures of the Records management plan, City ordinances, and State law;
8. Develop procedures to ensure the permanent preservation of the historically valuable records of the City;
9. Provide uniform standards and efficient controls over the identification, appraisal, maintenance, protection, preservation, transfer, retention, and disposition of City records.
10. Serve as the City's liaison to the Georgia Secretary of State for Records management plan requirements; and maintain supplies for the storage of documents.

SECTION V: OWNERSHIP OF CITY RECORDS

As defined in O.C.G.A. § 50-18-102(a), all records created or received in the performance of duty and paid for by public funds are deemed to be public property and shall constitute a record of public acts. Every City record is the property of the City. No City officer or employee has any personal or property right to a City record even though they may have developed or compiled the record. The unauthorized alteration, destruction, deletion, removal from files, or use of a City record is prohibited. A City record exempted from public disclosure under State or federal law is not made subject to disclosure by its designation as City property under this section.

SECTION VI: PASSWORD PROTECTED ELECTRONIC RECORDS

Only confidential documents may be password protected as long as the creator of the document provides his/her supervisor with the password.

SECTION VII: RECORDS INVOLVED IN PENDING PUBLIC INFORMATION REQUESTS, LITIGATION OR AUDITS:

The destruction of a City record involved in a pending request under the Open Records Act, pending litigation, or a pending audit is prohibited, even if the destruction of the record is authorized by an approved records detention and disposition schedule. Attorney-client work product shall not be deemed to constitute a record under this plan.

SECTION VIII: POLICE DEPARTMENT AND COURT SERVICE DOCUMENTS:

The Records Custodian of the City Police Department shall oversee the records in accordance to the Georgia Records Act, O.C.G.A. §50-18-90 et seq. and State Records Retention and Disposition Schedule. The Court Administrator or his/her designee shall oversee the records of the City Municipal Court in accordance Georgia Records Act, O.C.G.A. §50-18-90 et seq. and State Records Retention and Disposition Schedule. Both departments will partner with the Open Records Officer to ensure compliance with federal and state laws, regulations and City ordinances pertaining to records management.

SECTION IX: DEPARTMENT DIRECTOR DUTIES AND RESPONSIBILITIES:

City Department Directors shall:

1. Cooperate with the Records Officer and Records Coordinator in carrying out the policies, procedures, and requirements of the Records management plan, City ordinances and State law;
2. Cooperate with the Records Officer and Records Coordinator for the period of time the records are to remain in their department before moving to the record center or record rooms;
3. Notify the Records Officer within 24 hours of the discovery of any loss, theft, or damage to a City record;
4. Partner with Information Technology (IT) and Records Officer to ensure the ability to access records regardless of form or medium;
5. Notify the Records Officer and IT of proposed electronic record keeping systems to ensure compliance with electronic record keeping requirements established by the Records Management Plan, this plan, City ordinances and State law;
6. Partner with Information Technology and Records Officer to ensure electronic records in the director's custody are migrated forward as technology changes, for as long as the

records are determined to have value, and to ensure that requests for funding for new systems or systems enhancements address requirements for backup, recopying, disaster recovery, security, public access, audit trails, and other record keeping requirements in accordance with the Records management Plan, this plan, City ordinance and State law;

7. Appoint a department Records Coordinator in accordance with this plan.

SECTION X: RECORDS COORDINATOR DUTIES AND RESPONSIDILITIES:

The Records Coordinator shall be designated by the department's Director. A person designated as a Records Coordinator shall be thoroughly familiar with departmental policies and activities and have full knowledge of and access to all City records created and maintained by the Division/department and by all officers and employees of the department. In cooperation with the Records Officer and department Director, the designee shall coordinate and implement the requirements, policies, and procedures of the Records management Plan in the department.

SECTION XI: RECORDS RETENTION AND DISPOSITION SCHEDULES:

The Records Officer in cooperation with Information Technology (IT) staff, Directors and Records Coordinators, shall follow-the State's Record Management guidelines on Records Retention and Disposition Schedules. Each department shall also have its own department records retention schedule that corresponds with the State's Records Retention and Disposition Schedules or any other applicable schedules. Records may not be destroyed prior to the time periods stated, however, they may be retained for longer periods for sufficient reasons. A City record whose retention period has expired should be destroyed unless an Open Records Request is pending on the record; the subject matter of the record is pertinent to pending litigation or a pending audit; the Director requests to the Records Officer in writing that the record be retained for an additional period, which request must clearly state the reason for the continued retention; or the Records Officer sends written notification to a Director that the records must be held pending review for historical appraisal.

SECTION XII: DESTRUCTION OF RECORDS:

The Records Officer shall approve City records proposed for destruction on a regularly scheduled basis, according to the maximum retention and records disposition guidelines provided in the State of Georgia guidelines. No original record shall be destroyed without the review and concurrence of the Records Officer and the appropriate Director.

The Records Officer is directed to supervise the destruction of records approved for final disposition on a regularly scheduled basis. Any City record, the subject matter of which is in litigation, shall not be destroyed until such litigation is final, including the expiration of any period for appeal or final adjudication.

Original paper records that have been duplicated on microfilm, microfiche, scanning, data processing, or word processing equipment may be destroyed prior to the retention period specified in the records schedule without further approval provided the following three conditions are met:

1. The duplicate copy of the information contained in the original record is maintained for the specified time.
2. The original paper record has not been scheduled for permanent preservation.
3. The Records Management Officer has agreed to the destruction of the original paper record and the destruction is recorded.

SECTION XIII: FINAL DISPOSITION - ELECTRONIC DOCUMENT MANAGEMENT SYSTEMS:

Disposition/destruction reports must be generated and submitted to the Records Officer for all electronic records removed within City-wide document management software systems in compliance with the Records Retention Disposition Schedules.

SECTION XIV: FINAL DISPOSITION - DESTRUCTION CERTIFICATE FOR PAPER DOCUMENTS:

Disposition of records must be approved first by the department/Division Head in accordance to the State Records Retention regulations. A Certificate of Destruction Notice is to be sent to the Records Officer for final approval.

SECTION XV: GUIDELINES AND PROCEDURES FOR STORAGE IN RECORD CENTERS (ROOMS):

The City Hall Records Centers (Rooms) serve as centralized records storage facilities for all departments except the Police Department and Municipal Court for storage of non-current City records and is under the direct control and supervision of the Records Officer. The Records Officer shall establish policies and procedures regulating the operations and use by City departments. The Police Department and Municipal Court record facilities are subject to change in accordance to any new locations of City facilities and buildings, the Police Records Coordinator and Court Administrator or in the absence of an appointed Municipal Court designee may partner with the Records Officer.

SECTION XVI: RECORD CENTERS AND ROOMS SHOULD BE LOCKED AT ALL TIMES

The following procedures should be followed:

A. The Department's Record Coordinator, appointed by and under the direction of the Director/Division/Head, will be responsible for the coordination of the department/Division's records storage in conjunction with the guidelines and procedures outlined in the Records management plan. The Records Officer will witness receipt and approve all record storage deposits into the Record Centers (Rooms).

B. Type of Storage Box- All records must be stored in one cubic foot size boxes. Any larger boxes are hard to handle and dangerous! Large boxes will not be accepted in the Record Centers.

C. Packing of Box - Records may be categorized by date and item description. Disposition of records will be by year and type record. Please store records in similar categories and dates (years) unless otherwise approved by the Records Officer.

D. Packing of Box - Leave enough room equivalent to approx. "one hand's width"(about one inch) in each box when packing. Do not over-pack the box.

E. Paperwork submittal- A entry form must be completed with record descriptions and signed by the department Division Head and Record Coordinator.

F. Receipt of Records to Record Centers (Rooms) - All boxes of records must be inventoried, reviewed for schedule assignments, and logged in through the Record Officer by appointment.

G. The box should be numbered and labeled as follows: Department, Box #, Record Type, Destruction date, Retention # and Records departments Director name.

H. Record Disposition - A Certificate of Disposition documenting records to be destroyed are in compliance to the retention schedules will be sent to the department/Division Head and Records Coordinator prior to any destruction of records for their signature of approval.

I. Disposition of records must be approved by department/Division head and Records Officer and in compliance with State Records Retention Regulations. A witness shall be present during the destruction of the records and will also sign the Certificate of Disposition.

J. The Certificate of Disposition will become the permanent record.

SECTION V: ELECTRONIC MAIL (EMAIL):

The retention or disposition of E-Mail message are to be maintained in accordance to the State Record's Retention and Disposition Schedule (www.georgiaarchives.org). Emails are based on the information they contain or the purpose they serve. Because the content of E-Mail or on-line messages may vary considerably, no single retention period applies to all E-Mail messages. Therefore, message content must be evaluated to determine the length of time the E-Mail must be retained. Messages of short-term interest with no documentary or evidential value; for example, City event notices (holidays, parties, charitable campaigns) may be retained until no longer useful. An electronic message no longer required to be retained by the Records Retention and Disposition Schedule may be deleted. An electronic message required to be retained by the Records Retention and Disposition Schedule may be deleted if a record copy has been made by printing the message or by transferring it to another system. The preserved copy of the message
must include information on about the transmission of the message, including the sender, the specific recipients (not just names of distribution lists), the date sent, and any attachments.

Records Management Standard Operating Procedures

Purpose

The records of the City of South Fulton are essential to ensuring the efficient operation of all city departments that provide daily services and programs. These records serve an invaluable role in the efficient operation of municipal governmentby preserving accurate documentation of the organization, functions, policies, procedures, decisions and essential transactions of the city. These records also provide the vital information necessary to protect the legal and financial rights of the city government and its citizens. The preservation and availability of these records isan important element in fostering government accountability.

This manual provides the procedures for the city's records management function including the creation, maintenance and destruction of records within city departments. Additionally, this manual prescribes the duties, functions, andaccountability of city employees for those records in their care, control, or custody.

Definitions

Records are all documents, papers, letters, maps, books, microfilm, magnetictape or other material regardless of physical form or characteristics mad or received pursuant to law or ordinance or in performance of functions by any department, bureau, office or agency.

Records Center regardless of location (on-site or off-site) storage records centerprovides for the storage, processing, servicing, and security of public records thatmust be retained for varying periods of time but need not be retained in a department's office equipment or office space.

Record Series are documents or records having similar physical characteristicsor relating to a similar function or activity that are filed in a unified arrangement.

Records Management is the application of management techniques to the creation, utilization, maintenance, retention, preservation, and disposal of records undertaken to reduce costs and improve efficiency of record keeping. Records Management includes management of filing and scanning/imaging, microfilming equipment and supplies; filing and information retrieval systems; files, correspondence, reports, and forms management; historical documentation; retention programming; and vital records protection.

Retention schedule is a set of disposition instructions prescribing how long, where, and in what form a record series shall be kept.

Vital records are any records vital to the resumption and continuation of operations, or both; to the re-creation of the legal and financial status of government; or to the protection and fulfillment of obligations to citizens.

Duties and Responsibilities

a. Department Directors-

All Department Directors shall cause to be created and preserved, records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures and essential transactions of their respective departments. Furthermore, all Department Directors shall cooperate fully with the Records Officer in implementing and maintaining records management procedures and regulations, including the requirement that they submit a recommended disposition standard for each record series in the Department Director's care, custody, or control. All Department Directors shall also establish necessary safeguards against removal or loss of records and such further safeguards as may be required by regulation. Such safeguards shall include notification to all officials and personnel that city records are public property and as such shall constitute a record of public acts; such records shall not be placed in the custody of private or semipublic institutions unless authorizedby the City Council; and no records in the custody of a Records Officer are to be destroyed or otherwise alienated except as provided by law.
O.C.G.A. § 50-18-94 [1-7];O.C.G.A. § 50-18-95 [(a), (b)]

b. Records Coordinator-

All Department Directors shall appoint a Records Coordinator for each organizational component of their department (where applicable). All appointments shall besubmitted to the Records Officer in writing along with the name, title, departmental unit, telephone number, facsimile number, and email address of the appointee. In the event an appointed Records Coordinator is unable to fulfill their duties for any reason, the Department Director shall appoint a new Records Coordinator within thirty (30) days of the position vacancy.

In order to qualify for appointment as a Records Coordinator, an individual must be a full-time employee with the respective department and have an in-depth knowledge of the departmental/unit operations. It is recommended that Department Directors only appoint employees to serve in the position of Records Coordinator who have worked in the respective department a minimum of one (1) year.

Records Coordinators shall be responsible for creating and updating an annual inventoryof the department/unit's records; developing and maintaining a current retention schedule for the department/unit's records; working with the Records Officer to ensure the appropriate and timely transfer of departmental records to off-site records center; and to work with the Records Officer to ensure that departmental records are maintained and ultimately destroyed in accordance with the approved departmental retention schedules.

Records Coordinators shall also be responsible for internally advising and assisting departmental/unit personnel with the development of file plans, records shipments, and forms preparation; as well as creating and maintaining departmental/unit reference files for approved retention schedules, records management forms, records transfer and receipt forms, and certificates of records destruction.

O.C.G.A. § 50-18-93 [1-4]

c. Records Officer - The Records Officer shall be responsible for establishing and maintaining an active and continuing program for the economical and effectivemanagement of records. The Records Officer shall assist each department in the implementation and maintenance of a program for records management, including working with all department heads to ensure that retention schedules are established for all city records; conducting training in records management to designees of the departments; maintaining an official file of approved retention schedules; maintaining an official file of records transfer and receipt forms; maintaining an official file of certificates of records destruction; preserving records of continuing value; coordinating andarranging for removal of records not in common and current use from departmentaloffice space to other suitable city facilities; removing other records upon the expiration of their day to day utility in the office in accordance with approved disposition standards; eliminating systematically all other records inaccordance with approved disposition standards

O.C.G.A. § 50-18-93 [1-4]; O.C.G.A. § 50-18-99 [(a) 1-2; (b-thru-d); (e) -1-thru-3; (f-g)

Records Retention Schedule

All records, regardless of their value, must be retained under department retention schedule unless their destruction or some other disposition is authorizedby an approved records retention/disposition schedule **(https:www.georgiaarchives.org/records/localgov).** No records will be authorized or scheduled for permanent retention in a department environment. Departments shall apply the disposition period of the approved schedule to the identified record series in their department on a continuing basis, up and until new records retention schedule is approved. No records shall be scheduled for retention by a department beyond the applicable retention period provided by law except where a business need by the department is approved by the Records Officer.

City Hall - Records Center

Records Center - Services

Departments consolidated in City Hall (Administration, Finance, Community Development, City Clerk, Communications & External Affairs., Human Resources, Information Technology., Fire, Economic Development, Public Works etc.). Record Coordinator's must contact the City Records Officer for all on/ off-site records storage services This action will help the City reduce the cost and coordinate box retrievals, returns, transfers and supply orders. Services include:

Box RetrievalsBox

Returns Box Transfers

Document Scanning Document

Destruction

Supply items such as new boxes and barcode labels

1. **Active-** working files are to be retained at the employee workspace (files that are within the previous 12months or are accessed more than 3 times in a calendar year).
2. **Short Term** - working files are to be stored in the established Records File Center(2-10years)
3. **Long Term to permanent- working** – files (10 years to permanent) are to be storedoff-site.
4. Records should be removed from active filing cabinets in a timely manner, placed in approved cardboard storage cartons, and stored at the Records Center in accordance with authorized records retention schedules.

Records Transfers

Prior to boxing the records for transfer to on-site storage the department Records Coordinator must review the records to ensure:

- Exact duplicate copies and other material (such as notes, drafts, etc.) whichare not a part of the record series are removed from the file.
- Records are in proper filing order (numerically, alphabetically,chronologically, etc.).
- Department Records Coordinator will aid with empty new boxes.

Department Records Coordinator will contact the City Records

Officer who will:

- Make arrangements for a transfer of new boxes to Records File CenterKeep a list of new boxes transferred (Transmittal Form)
- Record the box contents (Box#, barcode number, record location) in records depository

Records Retrieval

Department Records Coordinators, or designees, must contact the City Records Officer to retrieve records from designated Off-site Storage Records Center. The City Records Officer will:

- Retrieve the boxes by telephone, e-mail, fax or internet accessContact the off-site storage vendor
- Provide the City account number
- Provide the City box numberProvide the City department
- Provide the delivery service level (next day, RUSH, etc.)

Department Records Coordinator may request the Off-site Storage Records CenterStaff:

- Provide information from the record over the telephone.
- Forward a copy of the record through facsimile, internet ore-mail.
- Retrieve the entire box of records.
- Hold the original record (or photocopy) **until** picked up at the Records Center.

Records Returns

Department Records Coordinator must contact the City Records Officer who will coordinate all box returns to save money (pick-up/delivery charges). The City Records Officer will:

- Notify the off-site storage contractor
- Provide the City account number
- Provide the City box number Provide the City department
- Provide additional information for Off-site Storage Records Center's asneeded.

On-site Records Disposal

All departments have access to recycle/shred bins for non-sensitive information that can be recycled. The City Records Officer or the Facilities Manager in his/her absence will manage all locked shredding bins in their designated locations.

All on-site records destructions must be authorized in advance by the CityRecords Officer. The designated Records Coordinator will provide the official records series title and records retention schedule. If the records to be destroyed are confidential or contain sensitive information, they should be shredded before disposal whenever possible.

Off-site Records Disposal

City Records Officer will:

Issue two copies of a "Notice of Records Disposal Form" to the department Records Officer at least 30 days prior to the scheduled disposition of department records in off-site records storage custody.

Notify the Department Director that the subject records are eligible fordisposal in accordance with the Records Retention Schedule established forthem.

The Department Director (or Records Coordinator if authorized) must complete the form.

Upon implementing an authorized records disposal, "Notice of Disposal" form will be completed by City Records Officer. One copy will be sent to the concerned department Records Coordinator and one copy willbe retained by the City Records Officer.

Disposal Authorization

If there is no known reason to retain the records beyond the authorized disposal date, sign and date the form, and return both copies to the City Records Officer within thirty (30) days from the date of the "Notice of Disposal" form.

Whenever possible, paper records, electronic data, recordings and microfilm will be destroyed by recycling.

Stopping Disposal

If the records in question are the subject of pending litigation, unresolved audit, or for some other reason should not be disposed of as previously authorized, check the appropriate block, specify the reason for increased retention, sign, and date the form, and return a copy to the City Records Officer within thirty (30) days from the date of the "Notice of Disposal" form. Retain one copy of the form for your department files.

Public Access to Records

Upon receipt or an Open Records Request for access to records:

The individual in control of such record or records shall have a reasonable time to determine whether the record or records exist and are subject to access as open public records.

In no event shall this time exceed three (3) business days.

Individuals may review original records under the supervision of the department Records Officer (or designee) without charge.

Should the individual request regular or certified copies of such records, charges will be levied as prescribed in the procedure relating to charges for Municipal Copies.

Non - City Hall Employees

Departments not consolidated in City Hall (Public Safety, Parks & Recreation, etc.). Records Officers are the main contact for all on/off-site records storage services. The Records Officer will work in collaboration with the City Records Administrator/Manager and coordinate box retrievals, returns, transfers and supply orders.

Records Transfers

Prior to boxing the records for transfer to on-site storage the department Records Coordinator will:

- Extract duplicate copies and other material (such as notes, drafts, etc..)which are not a part of the record series.
- Ensure records are in proper filing order (numerically, alphabetically, chronologically, etc.).
- Order empty new boxes from off-site storage company.
- Make arrangements for a transfer of new boxes to off-site storage.
- Keep a list of new boxes transferred (Transmittal Form) and forward to the Records Officer.
- Record the box contents (Box#, number or barcode, record location) inrecords depository

Records Retrieval

Department Records Coordinator, or designee, may retrieve records from the Off-site Storage Records Center. The Department Records Coordinator will:

- Retrieve the boxes by telephone, e-mail, fax or internet access

  Contact the off-site storage contractor
- Provide the City account number
- Provide the City box number
- Provide the City department
- Provide the delivery service level (next day, RUSH, eel.)

Department Records Coordinator may request that the Off-Site Storage Records Center:

- Forward a copy of the records through electronically
- Retrieve the entire box of records
- Hold the original records (or photocopy) until picked up at the Records Center

Records Returns

Department Records Coordinator, or designee, must contact the City Records Officer who will coordinate all box returns to save money (pick-up/delivery charges). The City Records Officer will:

- Notify the off-site contractor
- Provide the City account number
- Provide the City box number
- Provide the City department
- Provide additional information for Off-site Storage Records Center's as needed.

On-site Records Disposal

All departments have access to recycle/shred bins for non-sensitive information that can be recycled. The City Records Officer or Facilities Manager will manage all locked shredding bins in their designated locations.

All on-site records destructions must be authorized in advance by the CityRecords Officer. The designated Records Coordinator will provide the official records series title and records retention schedule.
If the records to be destroyed are confidential or contain sensitive information, they should be shredded before disposal whenever possible.

Off-site Records Disposal

City Records Officer will:

Issue two copies of a "Notice of Records Disposal Form" to the department Records Coordinator at least 30 days prior to the scheduled disposition of department records in off-site records storage custody.

Notify the Department Director that the subject records are eligible for disposal in accordance with the Records Retention Schedule established for them.

The Department Director (or Records Coordinator if authorized) must complete the form.

Upon implementing an authorized records disposal, "Notice of Disposal" form will be completed by City Records Officer.

One copy will be sent to the concerned department Records Coordinator and one copy will be retained by the City Records Officer.

Disposal Authorization

If there is no known reason to retain the records beyond the authorized disposal date, sign and date the form, and return both copies to the City Records Officer within thirty (30) days from the date of the "Notice of Disposal" form.

Whenever possible, paper records, electronic data, recordings and microfilm will be destroyed by recycling.

Stopping Disposal

If the records in question are the subject of pending litigation, unresolved audit, or for some other reason should not be disposed of as previously authorized, check the appropriate block, specify the reason for increased retention, sign and date the form, and return a copy to the City Records Officer within thirty (30) days from the date of the "Notice of Disposal" form. Retain one copy of the form for your department files.

Public Access to Records

Upon receipt or an Open Records Request for access to records:

The individual in control of such record or records shall have a reasonabletime to determine whether the record or records exist and are subjectto access as open public records.

In no event shall this time exceed three (3) business days.

Individuals may review original records under the supervision of the department Records Coordinator (or designee) without charge.

Should the individual request regular or certified copies of such records, charges will be levied as prescribed in the procedure relating to charges for Municipal Copies.

Administrative Policy

1. Policy Statement

All records management activities in the City of South Fulton will be conducted in accordance with rules and regulations promogulated by South Fulton City Resolution; the Georgia Records Act; the Open Records Act and related legislation as It is or may be constituted. (O.C.G.A. § 50-18-99; O.C.G.A. § 58-90-19 et seq. for public entities)

2. Records Retention Schedule

The Georgia Department of Archives and History publishes a Retention Schedule for Local Government Records. City departments shall comply with the retention timelines as outlined within the schedule. A copy of the entire retention schedule is included within this policy for reference purposes.

3. Records Management

a. All records created or received in the performance of a public duty or paid for by public funds are deemed to be public property an shall constitute a record of public acts. (Authority: O.C.G.A. § 50-18-102)

b. Department Directors shall cause to be made and preserve, records containing adequate and proper documentation of the organized, functions, policies, procedures, and essential transactions of the department and designed to furnish the information necessary to protect the legal and financial rights of the government and the persons directly affected by the departments activities. (Authority: O.C.G.A § 50-18-94)

c. Department Directors will establish necessary safeguards against unauthorized removal or loss of records (Authority: O.C.G.A § 50-18-94

d. No record will be disposed of except as authorized by authorized records retention schedule and those records will not be placed in the custody of private individuals or institutions or semi-private organizations unless authorized by retention schedule. (Authority: O.C.G.A § 50-18-102)

e. No records will be stored for permanent retention in an office. No records will be scheduled for retention any longer than is absolutely necessary. (Authority: O.C.G.A § 50-18-90 through 102)

f. Department Directors will designate a department Records Officer who will work with the City Records Administrator & Information Technology Manager in establishing and operating a citywide management program. (Authority: O.C.G.A § 50-18-94)

g. Department Director will assure that retention schedules are developed and authorized for each record series which is or may be in department's custody. (Authority: O.C.G.A. § 50-18-94)

h. Records will be released to any court upon presentation of a court order to the Department Director. Where possible, duplicate copies shall be furnished to the court in lieu of original records. (Authority: O.C.G.A. § 50-18-96)

i. No employee of the City shall furnish copies of the books of record of the City or any information concerning them to others and receive compensation for such services in addition to their usual salaries. (Authority: O.C.G.A. § 50-18-94)

j. Purchases of filling equipment which include cabinets, storage cartons, and records management technology such as microfilming, scanning and other forms of electronic imaging must be coordinated and authorized by the City Records Administrator and Information Technology Manger prior to purchase. (Authority: O.C.G.A § 50-18-99)

k. When records functions transfer from one department to another department, the records documenting that function will transfer to the new department along with the responsibility. (Authority: O.C.G.A § 50-18-99)

l. Whenever records functions are dropped or discontinued and or when offices are discontinued, all the records documenting the discontinued function will be transferred to the Off-Site Records Storage Center for destruction or preservation as authorized by approved records retention schedules. (Authority: O.C.G.A § 50-18-99)

m. Off-site Records Storage Center shall not destroy any records transferred to it by any department without consulting with the City Records Administrator & Information Technology Manager. (Authority: O.C.G.A § 50-18-94)

4. Electronic Records

a. Copies of records as primary evidence - Photostatic copies of records produced from microfilm and print-out copies of computer records shall be received in any court of this state as primary evidence of the recitals contained therein. (Ga.L.1972, p. 1267, 8.) (Authority: O.C.G.A. § 50-18-96)

b. Records Management programs for local governments - (c) All records created or received in the performance of a public duty or paid for by public funds by a governing body are deemed to be public property and shall constitute a record of public acts. (Authority: O.C.G.A. § 50-18-99)

c. Records as Public Property - disposing of records other than by approved retention schedule as misdemeanor; person acting under article not liable. (Authority: O.C.G.A. § 50-18-102)

d. Construction of laws and rules - whenever laws or rules and regulations prescribed where a records series must be kept, the custodian of the records shall be considered in compliance with the law and rules and regulations if he/shetransfers the records to a local holding area, a record center, or the Georgia StateArchives when he/she does so in accordance with an approved retention schedule. (Ga. L. 1975, p. 675, 12.) (Authority: O.C.G.A. §50-18-103)

e. All records created, received, maintained, accused and stored on electronic media pursuant to law or ordinance or in performance of functions by any department, bureau, office or agency must be retained permanently unless their destruction or some other disposition is authorized by an approved records retention/disposition schedule. Electronic records, including email, should be viewed as an equivalent to paper. The retention of an electronic record is decided by the content of the record and not the format of the record. Electronic records systems that maintain the official file copy of texted documents on electronic media must provide a method for all authorized users of the system to retrieve desired documents, such as indexing or a text search system; provide security to

ensure integrity of the documents; and provide for the disposition of the document.A document created on an electronic records system must be identified sufficiently to enable authorized personnel to retrieve, protect, and carry out the disposition of the documents In the system. All department shall ensure, in consultation with the Department of Information Technology, departmental policies and procedures are established for maintenance and storage of electronic records and any software, hardware, and/or documentation, including maintenance documentation required to retrieve and reads the electronic records. Electronic retention procedures shall include provisions for scheduling the disposition of all electronic records, as well as related access documentation and indexes; and establishing procedures for regular recopying, reformatting and other necessary maintenance to ensure the retention and usability of electronic records throughout their authorized life cycle. (Authority: O.C.G.A. § 50-18-99)

5. Files and Equipment

a. Filing cabinets will not be used as primary storage for non-record material. (AUTHORITY: O.C.G.A. §50-18-99)

b. Un-used filing cabinets and scanning/micrographics equipment will be reassigned in accordance with established procedures and turned over to the City Records & Information Manager for reassignment to areas where needed through established procedures. (AUTHORITY: O.C.G.A. §50-18-99)

6. Training

a. City Records Officer will develop and present training in records management for City employees as needed. (AUTHORITY: O.C.G.A.§50-18-99)

7. Confidentiality and Access

a. All records are considered open, public records unless they are classified confidential by law, by court order, or by official department policy. (AUTHORITY: O.C.G.A. § 50-18-70; O.C.G.A. § 50-18-99; Attorney General Opinion No. 81-50)

b. All records except those which by order of a court of this State or by law, or by department_ policy, are prohibited from being open to inspection by the general public, shall be open for a personal inspection by any citizen of this State at a reasonable time and place; and those in charge of such records shall not refuse this privilege to any citizen. Public Records means all documents, papers, letters, maps, books, tapes, photographs, computer based, or generated information or similar material prepared and maintained or received in the operation of a public office or agency; also means such items received or maintained by a private person or entity on behalf of a public office or agency. (AUTHORITY: O.C.G.A. § 50-18-70)

c. Records that are confidential or restricted may be used for research purposes by private researchers providing that (1) the researcher is qualified to perform such research; (2) the research topic Is designed to produce a study that wouldbe of potential benefit to the State or City or its citizens; (3) the researcher will

agree in writing to protect the confidentiality of the information contained in the records; (4) the research is authorized by the Department Head. (AUTHORITY: O.C.G.A. § 500-18-101)

d. Open public records may be made available for inspection by members of the public who might come in and make a request, but no such information is to be given by telephone. (AUTHORITY: State Attorney General Opinion No. 66-88)

e. Notes, mortgage foreclosures and garnishments are public records and will be open to inspection by citizens at a reasonable time and place. (AUTHORITY: State Attorney General Opinion No.67-340)

f. Police investigative reports prepared for submission to superiors shall not be open for public inspection or copying. (AUTHORITY: State Attorney General Opinion U75-92}

g. Records that are prepared and maintained in a current and continuing investigation of possible criminal activity shall not be open for public inspection. (AUTHORITY: Judicial Decision in Houston v. Rutledge)

8. Microfilming and Scanning

a. Microfilming/scanning shall be authorized by Georgia Archives approved records retention schedules. (AUTHORITY: O.C.G.A. § 50-18-99)

b. Microfilming/scanning will meet the requirements of the Georgia Microforms Act and (where applicable) rules and regulations promulgated by the Administrative Office of the Courts. (AUTHORITY: O.C.G.A. § 50-18-120 through 126; Rule of the Administrative Office of the Courts)

c. Microfilming/scanning of records which must be kept less than 15 years is not authorized unless authorized in advance by a records retention schedule (AUTHORITY: O.C.G.A. §50-18-99).

d. Electronic records created as PDF, TIFF and OCR images will be for permanent storage instead of paper records. (AUTHORITY: O.C.G.A. § 50-18-99)

9. Records Storage.

a. City Records Officer shall be considered in compliance with saidlaws, rules and regulations if he/she transfers said records to the Off-site RecordsStorage Center when he/she does so in accordance with an approved records retention schedule. (AUTHORITY: O.C.GA50-18-103)

b. Records deposited with the Off-site Records Storage Center remain the property of the department that deposited them and the City Records Officer will not allow anyone access to the records in their custody except as authorized by custodian of record. (AUTHORITY: O.C.G.A. § 50-18-103)

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:	August 24, 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	8/20/2021

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2021-_____**

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

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
2021Ord Regular Mask Ordinance Final	Cover Memo	8/20/2021

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2021-_____**

AN ORDINANCE TO REQUIRE APPROPRIATE 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.

(Sponsored by Mayor 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, 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, pursuant to O.C.G.A. § 38-3-28(a), municipalities are specifically empowered to enact rules and regulations as may be necessary for emergency management purposes; and

WHEREAS, the City Council adopted on July 27, 2021, an emergency ordinance declaring a state of emergency within the City due to the continuing spread of Covid-19 and its variants; and

WHEREAS, on July 27, 2021, the Center for Disease Control ("CDC") issued guidance recommending that persons, including those who are fully vaccinated, wear a mask indoors in public if they are in an area of substantial or high transmission to maximize protection from the Delta SARS-CoV-2 variant and to prevent potential spread to others; and

WHEREAS, the City is currently in an area which the CDC has classified COVID-19 transmission as "high" or "substantial"; and

WHEREAS, City Council adopted an emergency ordinance on August 10, 2021 to require mask which expires 30 days from the date of adoption; and

WHEREAS, the City Council desires to continue the requirement that appropriate face coverings and masks be worn within the City to reduce the transmission and/or spread of the COVID-19 virus or its variants; 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. Indoor Mask Requirement. Except as otherwise provided in this Ordinance, all persons in an entity or a public place within the jurisdiction of the City shall wear an appropriate facial covering or mask over the mouth and nose at all times when indoors, vaccination status notwithstanding, to help slow the spread of COVID-19 or its variants.

(a) For purposes of this Ordinance, the following terms are hereby defined as follows:

(1) *Entity* means any private business, establishment, corporation, non-profit corporation, or organization, including the curtilage thereof.

(2) *Facial covering or mask* means a device to cover the nose and mouth of a person and impedes the spread of saliva, respiratory droplets, or other fluids during speaking, coughing, sneezing or other intentional or involuntary action. Medical grade masks are not required; coverings may be fashioned as advised by the CDC and from other suitable fabrics. The mask must cover the mouth and nose of the wearer.

(3) *Polling place* means the room provided in each precinct for voting at a primary or election.

(4) *Public place* means any place other than a personal vehicle, residential property, or an entity including the curtilage thereof.

(b) Facial coverings or masks are not required in the following circumstances:

(1) In personal vehicles or upon residential property;

(2) When a person is alone in enclosed spaces or only with other members of the same household;

(3) When the individual has a bona fide religious objection to wearing a facial covering or mask;

(4) While drinking or eating;

(5) When a licensed healthcare provider has determined that wearing a facial covering or mask causes or aggravates a health condition for the individual or when such person has some other bona fide medical reason for not wearing a facial covering or mask;

(6) When wearing a facial covering or mask would prevent the receipt of personal services or performing work in the course of employment;

(7) When complying with the directions of a law enforcement officer or for the purposes of verifying a person's identity, such as when purchasing alcohol, tobacco, or prescription drugs or when engaging in a financial transaction;

(8) Children under the age of ten (10) years;

(9) When the individual cannot don or remove a face mask or face covering without undue assistance;

(10) At any polling place and no individual shall be denied ingress or egress to or from a polling place for refusal or failure to wear a facial covering or mask; and

(c) In all locations where facial coverings or masks are not required to be worn pursuant to this Ordinance, they are strongly encouraged to be worn.

Section 2. Violation of this Ordinance may be enforced by a notice of violation issued by any police officer, or other authorized law enforcement official, as provided below:

(1) A person who fails to comply with this Ordinance shall be first given a warning and an opportunity to put on a facial covering or mask, leave the entity, or demonstrate their compliance with one of the exceptions in this Ordinance.

(2) If the person violating this Ordinance refuses or fails to comply with this Ordinance after being given a warning pursuant to subparagraph (1) of this Section, then such person may be subject to a civil penalty of not more than $25.00 on the first offense and not more than $50.00 on the second and any subsequent offenses.

(3) A notice of violation may be served by delivery into the hands of the suspected violator or by other reasonable process for serving notice of ordinance violations used by the City.

(4) Violations of this Ordinance shall not be enforced against any entity and shall not be taken against any owner, director, officer, or agent of an entity solely because of the failure of their customers to comply with this Ordinance.

Notwithstanding the foregoing, every reasonable effort shall be made to bring an individual into voluntary compliance with the terms of this Ordinance prior to issuance of any notice of violation, including providing complimentary masks, explaining the importance of wearing facial coverings during this pandemic, and issuing verbal and written warnings.

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 upon its adoption.

[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:	Third Reading and Request Council Approval of 2021 Millage Rate Ordinance
DATE:	August 24, 2021
SUBJECT:	Third Reading and Request Council Approval of 2021 Millage Rate Ordinance
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
12.899 Millage Rate Ordinance 2021	Cover Memo	8/20/2021

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

AN ORDINANCE TO ESTABLISH THE 2021 MILLAGE RATE FOR THE CITY PROPERTY TAX FOR THE CITY OF SOUTH FULTON, GEORGIA, AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to local residents; and

WHEREAS, the City is charged with operating and maintaining City Government and pursuant to Section 1.12(b)(40) of the Charter of the City to provide for the assessment of ad valorem property taxes on all real and personal property subject to ad valorem taxation; and

WHEREAS, the City wishes to levy a millage rate for purposes of financing, in whole or in part, the City's expenses for the Fiscal Year 2022 and

WHEREAS, Chapter 5 of Title 48 of the Official Code of Georgia Annotated authorizes municipalities to impose ad valorem taxes on property; and

WHEREAS, the City's anticipated millage rate will result in a tax increase; and

WHEREAS, pursuant to O.C.G.A. § 48-5-32 and Ga. Comp. R. & Regs. 560-11-2-.58, the City has properly given notice a week prior to the establishment of the millage rate; and

WHEREAS, the Mayor and City Council has determined that it is in the best interest of, and necessary to meet the expenses and obligations of, the City to set a levy in the amount of **12.899 mills** on each $1,000.00 of taxable value for all property subject to ad valorem taxation by the City.

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

1. **Establishment of the Millage Rate for 2021**. The ad valorem tax at the rate for the City for the 2022 Fiscal Year on property subject to ad valorem taxation by the City, is hereby fixed at **12.899** mills on each $1,000 of taxable value or any part thereof of the value of all real and personal property which under the Laws of this State is subject to taxation within the corporate limits of the City for this purpose. Said millage rate is hereby levied for general government purposes.

2. **Tax Commissioner to Collect**. The Tax Commissioner of Fulton County or other designated tax collector is hereby authorized to bill and collect ad valorem taxes for the City for Fiscal Year Budget 2022 based on the millage rate set herein and to take, on behalf of the City, such actions authorized by the approved contract with the Tax Commissioner and the State of Georgia law as may be necessary for this process.

3. **Establishment of Rollback Rate**. The Treasurer is hereby authorized to execute the Millage Rate Rollback Calculation Worksheet based upon the millage rate hereby adopted by the Mayor and City Council and submit same to the Tax Commissioner of Fulton County.

4. **Full Force and Effect.** That this Resolution shall be and remain in full force and effect from and after its date of adoption.

5. **Approval of Execution**. The Mayor is hereby authorized to sign all documents necessary to effectuate this resolution. The City Clerk is authorized to execute, attest to, and seal any document that may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

6. **Severability**. To the extent, any portion of this Resolution is declared invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

7. **Repeal of Conflicting Provisions**. All City Resolutions are hereby repealed to the extent they are inconsistent with this resolution.

8. **Effective Date**. This Resolution shall take effect immediately.

THIS RESOLUTION adopted this _____ day of _____2021.

CITY OF SOUTH FULTON, GEORGIA

_____
WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

_____
COREY ADAMS, CITY CLERK

APPROVED AS TO FORM:

_____
VINCENT D. HYMAN, CITY ATTORNEY

The foregoing Ordinance No. **2021-___** adopted on _____was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

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

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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary-MultiFamily Rental	Cover Memo	8/20/2021
Multifamily Rental Housing Ordinance	Cover Memo	8/20/2021

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 TO AMEND TITLE 3, BUILDING REGULATIONS, CHAPTER 3, MISCELLANOUS PROVISIONS OF THE CODE OF ORDINANCES, CITY OF SOUTH FULTON, GA TO PROVIDE FOR A REQUIREMENT FOR INSPECTIONS OF MULTIFAMILY RENTAL HOUSING 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, for the health, safety and welfare of the citizens of the City, to make sure that rental housing in the City is compliant with the Code and meets appropriate standards of habitability and safety; and

WHEREAS, the City desires to amend its code of ordinances through this Ordinance to provide requirements that multifamily residential housing comply with certain inspections of the individual rental housing units.

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 3, Building Regulations, Chapter 3, Miscellaneous Provisions is hereby amended to remove the designation as reserved under the City Code and to read as follows:

TITLE 3 – BUILDING REGULATIONS

Chapter 3 – Miscellaneous Provisions

Sec. 3-3003 – Multifamily Rental Housing.

Sec. 3-3003.1 - Definitions.

Commented [KV1]: Defined building official and link to correct section.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building Official. The building inspector for the City of South Fulton as defined in Sec. 3-2005. - Building official of this Code.

Certified building inspector. A person inspecting for compliance with the various adopted codes who is a licensed design professional (architect or engineer) or holds one of the following certifications from the International Code Council (ICC): property maintenance and housing inspector, housing rehabilitation inspector, building inspector, building plan examiner or commercial combination inspector.

Code compliance certificate. A certificate, executed by a certified building inspector and stating compliance with those minimum standards described in the inspection report.

Inspection report. The report attached to the code compliance certificate describing minimum requirements for inspection of each multifamily rental unit in the premises.

Lease. Any written agreement which sets forth any and all conditions concerning the use and occupancy of multifamily rental dwellings or multifamily rental units.

Multifamily rental dwelling. Any structure, building, or other facility containing four (4) or more multifamily rental units that is leased to a tenant or tenants for use as a home, residence, or sleeping unit. This definition includes, but is not limited to, multiple-family dwellings, multiple-family apartment units, boardinghouses, rooming houses, group homes, and flats.

Multifamily rental unit. Any one (1) area, room, structure, flat, apartment, or facility of a multifamily rental dwelling that is being leased or rented to only one (1) tenant, group of tenants, or family under one

(1) lease, or under terms of joint and severable liability.

Occupant. All tenants, lessees and persons residing within a multifamily rental unit.

Owner. Any person, agent, firm, corporation or other entity having a legal interest the premises.

Owner-occupied. Any part of a structure used as living quarters by the owner of said structure where other parts of the structure are used as multifamily rental units. Example: Two-family dwelling, owner occupies one (1) flat; rooming house, owner occupies one (1) unit.

Premise. Any lot or piece of land that includes a multifamily rental dwelling or multifamily rental units.

Sec. 3-3003.2. - Fee and certificate required.

(a) *Occupation Tax.* All owners of multifamily rental dwellings or multifamily rental units within the City that receive income for use of four (4) or more such dwellings or units and meet the requirements of O.C.G.A. § 48-13-5 for having a location or office within the city (i) shall obtain an Occupational Tax Certification from the city pursuant to Title 2, Taxation, Chapter 5, Business and Occupancy Taxes of this Code and (ii) shall provide to the City, prior to receiving an initial occupational tax certificate, a code compliance certificate covering one hundred (100) percent of the multifamily rental units within the twelve (12) month period immediately preceding the date of the certification. Said code compliance certificate shall be certified by the owner that all units inspected are in compliance with those standards contained in the code compliance certificate and inspection report. When a newly constructed or significantly renovated multifamily rental dwelling receives a certificate of occupancy, additional inspections on said unit pursuant to this section are not required for five (5) years. The building official shall determine if renovated units qualify for the five (5) year grace period based on the scope of renovations. After five (5) years has elapsed, regular annual inspection of twenty (20) percent of units shall commence and continue as required by this section.

(b) *Inspection.* Upon initial inspection of such dwellings or units, should a certified building inspector determine that further work is necessary to comply with the minimum standards set forth herein, an acceptable plan shall be submitted to the building official outlining the time and scope of work necessary to bring the units into compliance. If such plan is accepted by the building official as reasonable and justified, an extension may be granted for up to one (1) year for completion of repairs and compliance with this division. No extension shall be granted if life safety issues are involved and any such units shall not be leased until brought into compliance.

(c) *Compliance certificate.* After submission of the initial code compliance certificate, each owner shall submit a code compliance certificate annually, commencing on January 1, 2022, with their Occupational Tax Certificate renewal. Such subsequent code compliance certificate shall cover at least twenty (20) percent of the units, provided all units shall be inspected, at a minimum, every five (5) years. All units inspected shall be listed individually on the code compliance certificate submitted to the City by the certified building inspector. Furthermore, exterior inspections shall cover at least twenty (20) percent of the buildings, provided all buildings shall be inspected, at a minimum, every five (5) years. All units inspected shall be listed individually and submitted to the city by the certified building inspector.

(d) *Written record of inspection.* Furthermore, each owner and certified building inspector shall keep a written record of all inspections for each unit including the date of the inspection, items inspected and all violations, if any, observed. Such records shall be presented to the City within ten (10) business days after such request is made in writing to the inspector. Failure to provide such records shall nullify the code compliance certificate for those units.

(e) *Authority to inspect.* The building official, or designee, shall have the authority to inspect the interior of those units that are included in each annual code compliance certificate submitted to the city pursuant to this section when there is probable cause to believe there has been a violation of this chapter or other applicable code sections. Said inspection may, at the discretion of the building official, include such number of

submitted units included in the code compliance certificate as determined by the building official or its designee. Once determined that an audit inspection will be conducted, the building official shall give written notice to the certified building inspector issuing the code compliance certificate, the owner and/or the property management company of the date of the inspection which inspection shall take place, which shall be no sooner than seven (7) days from the date of the notice and shall be conducted on from 9:00 a.m. to 5:00 p.m. during weekdays, other than nationally recognized holidays. The written notice shall state that the owner and/or property management company shall have the right to refuse the inspection and the building official or designee's right to seek issuance of an inspection warrant in the event of any such refusal. The owner, the certified building inspection or a member of the property management company shall be available to accompany the building official during the inspection. In the event the owner and/or property management company refuses inspection, the building official or designee shall have the right to seek issuance of an inspection warrant from a judge of the municipal court.

Sec. 3-3003.3 - Failure to provide code compliance certificate.

(a) Failure to provide the code compliance certificate as provided herein shall be a violation of this chapter and is subject to those penalties contained herein.

(b) Further, said failure, upon a judicial determination, shall be a condition constituting probable cause, and may subject said multifamily rental dwelling or multifamily rental units to inspection by the building official, at a fee as determined by the governing body of the city, that includes all costs of such inspection by the city. Said inspection by the city, if required, shall be performed at the sole cost of the owner and failure to pay said cost shall result in a lien being placed on the premises as provided for in city Code. Nothing contained in this section shall prevent the city from enforcement of the state minimum standard codes as provided in this chapter during the city's inspection of the multifamily rental units.

(c) Failure to pay the occupational tax as provided herein shall be a violation of this Code and is subject to those penalties set forth herein and as otherwise provided in the Code.

Sec. 3-3003.4 - Penalty for false certification and false inspection.

(a) An owner who knowingly furnishes a code compliance certificate to the city which contains a false certification that any multifamily rental dwellings or multifamily rental unit inspected are in compliance with those standards contained in the code compliance certificate shall be guilty of a violation of this chapter for each multifamily rental dwelling or multifamily rental unit for which the code compliance certificate is shown to be false and can be fined by the court for each violation up to one thousand dollars ($1,000.00) for each dwelling or unit.

(b) A certified building inspector who knowingly, recklessly, or negligently furnishes an inspection report which contains fraudulent information that a multifamily rental dwelling or multifamily rental unit meets the minimum standards of this section, shall be guilty of a violation of this Code and may be fined, by the court, for each violation

up to one thousand dollars ($1,000.00) for each dwelling or unit. In addition, the certified building inspector's right to submit inspection reports to the City shall be suspended for a stated period of time, up to five (5) years.

(c) A property manager who knowingly furnishes a code compliance certificate to the city which contains a false certification that any multifamily rental dwelling or multifamily rental unit inspected are in compliance with those standards contained in the code compliance certificate shall be guilty of a violation of this section for each multifamily rental dwelling or multifamily rental unit for which the code compliance certificate is shown to be false and may be fined by the court for each violation up to one thousand dollars ($1,000.00) for each dwelling or unit.

Sec. 3-3003.5 - Certified building inspector requirements.

All inspectors wishing to submit or participate in the city's multifamily rental housing evaluation program must comply with the following requirements:

(1) The inspector must be a licensed design professional (architect or engineer) or hold one (1) of the following certifications from the International Code Council (ICC): property maintenance and housing inspector, housing rehabilitation inspector, building inspector, building plan examiner or commercial combination inspector.

(2) The inspector must submit a copy of his business license or occupational tax certificate and certificate of insurance of liability insurance.

(3) The inspector must meet with the building official to present the qualifications noted in subsections (1) and (2) of this section for approval prior to performing any inspections pursuant to this chapter. Upon completion of this meeting, an inspector determined to be qualified by the building official will be placed on a list of approved certified building inspectors to be maintained by the city.

(4) From time to time, mandatory meetings will be called by the city building official which all certified building inspectors participating in the program must attend, except as permitted on an individual basis by the building official due to extenuating circumstances. Ample notice will be provided by the city to the contact address provided by the certified building inspector no less than two (2) weeks prior to the date of the meeting.

Sec. 3-3003.6 - Interior and exterior evaluations of multifamily properties.

(a) Interior evaluations will be conducted to ensure compliance with the latest adopted edition of the International Property Maintenance Code, the Life Safety Code and the International Fire Code and other referenced standards contained herein.

(b) Exterior evaluations will be conducted to ensure compliance with the latest adopted edition of the International Property Maintenance Code, the Life Safety Code and the International Fire Code and other referenced standards contained herein.

(c) The city shall maintain a checklist of interior evaluations and a checklist of exterior evaluations in the department of planning and development. The checklists shall include, at a minimum, the required standards of the latest adopted edition of the International Property Maintenance Code, the Life Safety Code and the International Fire Code and other referenced standards contained herein.

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

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

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

Section 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:	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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Agenda Summary Sheet (Ord Establishing Plain of Defense for Officers and Employees)	Cover Memo	8/20/2021
Ord Plan of Defense for Officers and Employees (Catherine Rowell)	Cover Memo	8/20/2021
FIS - Plan of Defense for Officers and Employees	Cover Memo	8/20/2021

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 TO AMEND TITLE 1, ADMINISTRATION, CHAPTER 3, MAYOR AND COUNCIL, SECTIONS 1-3008 AND 1-3009, 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 JUDGMENTS AND THE SELECTION OF OUTSIDE COUNSEL 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;

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

WHEREAS, the City desires to amend its code of ordinance through this Ordinance to provide for a plan of defense of its officers and employees and payment of claims and judgments for which legal conflict and/or coverage does not exist and for the selection of outside counsel; 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.

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

Section 1. The City of South Fulton Code of Ordinances, Title 1, Administration, Chapter 3, Mayor and Council, Sections 1-3008 is hereby amended to remove the designation as reserved under the City Code and to read as follows:

TITLE 1 - ADMINISTRATION

Chapter 3 – Mayor and Council

Sec. 1-3008 - Defense of elected officials, officers and employees and payment of claims and judgments.

(a) *Definitions.* Unless the context otherwise requires, the definitions contained in this section govern the construction of this division:

Arises after June 1, 2021 means that this division is intended to apply to all claims and proceedings arising after June 1, 2021, unless prior to the adoption of this Ordinance, (1) the city attorney or his/her staff has entered an appearance as counsel of record for the employee in a proceeding or (2) the employee has requested a defense in writing and

has been advised by the city council or the city attorney in writing that he/she will be provided with a defense in a particular claim and/or proceeding.

City: the word "city," "the city," or "this city" shall be construed as if the words "of South Fulton, Georgia" followed them.

Council: the words "council" or "city council" shall be construed as if the words "of South Fulton, Georgia" following them.

Charter: the word "Charter" shall mean the Charter of the city, as it now exists or as it may be amended in the future.

Claim includes all claims presented against an employee or elected official prior to institution of a proceeding.

Elected Official means each council member that has been elected by majority vote of the qualified electors of his or her respective council district voting at the elections of the city.

Employee means the members of the governing body of the City of South Fulton, Georgia, supervisors, employees, and other elected or appointed officers and their appointees and employees.

"No sum" is intended to exclude payment of any sum whatsoever including but not limited to compensatory damages, punitive damages, attorney's fees and costs.

Proceeding means any matter of a civil nature in or before any court or agency of this state or of any other state or of the United States.

The City of South Fulton shall indemnify, hold harmless, and defend a City employee or elected official, as permitted by federal, state and local laws and consistent with subsection (d) of this Code for any liability that may arise from acts or omissions committed by the employee, or elected official where said acts or omissions were made without willfulness, malice or corruption either while performing duties as an elected official or during the course and within the scope of City employment for the City.

(b) *Defense of employees.* Whenever any claim is made or proceeding is brought against an employee, either against him asserting personal liability for damages or expenses arising out of the performance of his duties or in any way connected therewith, whether based on negligence, violation of contract rights, or violation of civil, constitutional, common law, or other statutory rights and including, professional disciplinary proceedings, whether federal, state, or local, the City shall, upon his timely written request, provide for his defense unless otherwise limited by the terms of this division.

(c) *Defense of elected officials*. Whenever any claim is made or proceeding is brought against an elected official while performing his/her duties as an elected official or during the course and scope of City employment or volunteer activity for or on behalf of the City and results in a claim or proceeding either against him/her asserting personal liability for damages or expenses arising out of the performance of his/her duties or in any way connected therewith, whether based on negligence, violation of contract rights, or violation of civil, constitutional, common law, or other statutory rights and including, professional disciplinary proceedings, whether federal, state, or

local, the City shall, upon timely written request, provide for his/her defense unless otherwise limited by the terms of this division.

The City shall have no duty to indemnify, hold harmless or defend a City employee or elected official with regards to the following:

(d) *Grounds for refusal of defense.*

(1) The City may refuse to provide for the defense of a claim or proceeding brought against an employee if it determines that:

a. The act or omission did not arise out of and in the course of his/her employment;

b. The employee acted or failed to act because of actual fraud, corruption, or actual malice on his/her part;

c. Provision of a defense against the claim or proceeding would not be in the best interests of the City of South Fulton, Georgia;

d. The proceeding is a criminal prosecution; provided, however, that a defense shall not be refused where the criminal prosecution is one for an alleged violation of the Georgia Open Records Act or Georgia Open Meetings Act, and it is determined that the charged employee, officer, or elected official has acted in good faith to comply with the subject Act and has substantially complied with all city policies relating to the subject Act, which determination shall be made by city council;

e. The request was not timely made;

f. The claim arises out of an act or omission at a time when the employee was under the influence of drugs or intoxicants; or

g. The act or omission giving rise to the claims was in direct disobedience of an order or instructions of a superior or in contravention of established City policy.

h. The employee fails to cooperate in the defense of a claim or proceeding which arises after June 1, 2021.

(2) The determinations required by this section shall be made by the council. For any claim or proceeding that arises after June 1, 2021 or after adoption, the council may refuse, at any time, prior to or after the approval or assumption of the defense, to provide for the defense of an employee if it is determined that any of the grounds for refusal set forth in this section exist.

(3) Upon approval of the defense of a claim or proceeding against an employee, the council shall refer the matter to the City Attorney for disposition or referral to the Georgia Interlocal Risk Management Agency (“GIRMA”), if applicable. In the event two or more employees or groups of employees are involved, and the interest of one employee or group of employees’ conflicts with the interests of another employee or group of employees, the council shall specify which employee or group of employees shall be represented by the City Attorney, GIRMA, if applicable, and/or shall authorize other employees or groups of

employees to employ outside or other counsel at the expense of the City. However, the selection and compensation of such other counsel shall be subject to the prior approval by the council.

(e) *Payment of judgments; compromise and settlement of claims.*

(1) Where defense of a claim or proceeding against an employee, elected official is provided by this division, all final judgments awarded to courts of competent jurisdiction against the employee in proceedings to which this division applies or any amount payable under any settlement of such proceeding or of claims in accordance with this division shall be paid by the City as hereinafter provided. All compromises of claims or proceedings governed by this division shall be submitted to the council and Mayor for their prior approval.

(2) Notwithstanding the foregoing, payment of settlements, compromises, judgments and claims shall be limited as follows for any claim or proceeding which arises after June 1, 2021 or after adoption of this Ordinance.

a. No sum shall be paid on behalf of any employee who admits, in any sworn statement, administrative, judicial or other legal proceedings, to knowingly and intentionally violated state or federal law and/or the City's policies and procedures.

b. Whenever there is a final determination by a court of competent jurisdiction that the officer or employee, with respect to the act or failure to act giving rise to the subject claim, acted or failed to act because of actual fraud, corruption, or actual malice, the officer or employee shall be required to reimburse the City any amounts paid in defense of the claim, and any amounts paid as a judgment, compromise, or settlement of such claim.

(f) *Exclusions.* There is excluded further from the operation of this article any claim or proceeding as to which insurance is provided by the City of South Fulton or its insurers.

(g) *Construction of section.* Nothing herein contained shall be deemed to constitute a waiver of any type of immunity afforded by law. Nothing herein contained shall be deemed to constitute the elected or appointed officials and their appointees and employees as employees of the City of South Fulton, except for purposes of this division.

State Law reference— Defense and indemnification of governing body, O.C.G.A. § 45-9-20 et seq.

Section 2. The City of South Fulton Code of Ordinances, Title 1, Administration, Chapter 3, Mayor and Council, Sections 1-3009 is hereby amended to remove the designation as reserved under the City Code and to read as follows:

Sec. 1-3009 - Selection of outside counsel.

(a) The selection of outside counsel to represent the City of South Fulton, any elected or appointed officer or official, employee, board, agency, or office (collectively, "city-related entities") shall be made by the city council, upon consultation with, and recommendation from, the City Attorney.

(b) The City of South Fulton shall not retain or engage any outside attorney or law firm to represent a city-related entity if such outside attorney or law firm represents any person or entity in any pending claim or lawsuit against the City of South Fulton and/or any other city-related entity, except that this policy prohibiting the City of South Fulton from employing law firms who have suits pending against the city is not applicable where the lawsuit filed against the City of South Fulton involves a zoning matter with no claims for damages of any kind, including attorneys' fees.

(c) In the event that any city-related entity purports to retain or engage any outside attorney or law firm in violation of subsection (a) herein, whether the outside attorney or law firm was retained by the city-related entity to represent any person or entity in any pending claim or lawsuit against the City of South Fulton and/or any other city-related entity, or for any other matter, any and all financial obligations, damages, or claims resulting from such purported retention or engagement shall not be paid from taxpayer funds, the city treasury or other funds included within any budget approved by the City of South Fulton’s City Council.

(d) In the event that, as of the effective date of this Section 1-3009, any city-related entity is utilizing the services of an outside attorney or law firm whose retention or engagement would be prohibited by this section, such representation shall be transitioned to other legal counsel in accordance with the procedures set forth in subsection (a) above within 90 days or such time period that will allow for the orderly and safe transition of all matters to other legal counsel from the effective date of this section.

(e) The City Attorney shall be authorized to waive the provisions of subsection (b) above on a case-by-case basis, if the city attorney determines that 1) such representation is not prohibited by the Rules of Professional Conduct of the State Bar of Georgia, 2) the separate representation does not involve a claim for any monetary damages against the city and/or other city-related entity, and 3) otherwise will not adversely affect the interests of the City of South Fulton or any other city-related entity.

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/or 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/or federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

Tammi Saddler Jones
CITY MANAGER

Nina Robinson
Interim Finance Director

MEMORANDUM

TO: **Nina Robinson**

FROM: Sydnee Heidt

DATE: May 19, 2021

SUBJECT: **Plan of Defense for Officers and Employees**

CONCLUSION

The City desires to amend its code of ordinance to provide for a plan of defense of its officers and employees and payment of claims and judgements for which legal conflict and or coverage does not exist and for the selection of outside counsel.

BACKGROUND

The City is a municipal corporation duly organized and existing under the laws of the State of Georgia.

FINANCIAL IMPACT

There will be an undeterminable financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocations. This undeterminable financial impact could impact City appropriations/allocations in future fiscal years as well.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	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
DATE:	August 24, 2021
SUBJECT:	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
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 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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Street renaming Commitee Resolution-FINAL (6.29.21) (1)	Cover Memo	8/20/2021
City of South Fulton Agenda Item Summary-Street Renaming	Cover Memo	8/20/2021

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2021-_____**

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

(Sponsored by Councilperson Gumbs and Councilperson Willis)

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

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

WHEREAS, 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, recent events have brought renewed attention around the country regarding street names linked to the Confederacy; and

WHEREAS, the City Council believes it is important to determine which streets within the City may symbolize racism because of slavery and the lasting socio-economic harm associated with the Civil War and the Confederacy which is a constant and painful reminder to the residents of the City; and

WHEREAS, the City desires to establish a task force committee ("Task Force") to research and review names of streets within the City that may be associated with or linked to the atrocities that occurred during the Civil War and the Confederacy, to work with the community on proposed name changes and present its findings and recommendations for name changes to City Council; and

WHEREAS, the establishment of the Task Force will ensure that street names linked to this painful era in American History that is associated with the Confederacy are identified and removed from the City; and

WHEREAS, this Resolution is in the best interests of the general welfare of the City and its employees and residents.

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

Section 1. The City of South Fulton, Georgia hereby establishes the Streets Renaming Committee Task Force for a term of six (6) months.

Section 2. The Task Force shall consist of eight (8) members who shall be appointed by the City Council. The Mayor and Councilmembers may each appoint a Task Force member. Task Force members shall be residents of the City and shall serve without compensation.

Section 3. The Task Force shall work in collaboration with the historical preservation committee to research whether any City street names may be associated with racism and the Confederacy and should be renamed and report its findings and name change recommendations to the City Council, if any. The Task Force may establish criteria for determining which street names symbolize racism and for selecting any replacement names. The Task Force may consult experts and others having relevant knowledge and may engage in public outreach.

Section 4. The Task Force may elect officers and adopt such rules for its own guidance and proceedings as may be expedient, not inconsistent with this Resolution and all applicable laws.

Section 5. The Task Force shall comply with all Georgia and City laws on the conduct of public business, including public meetings and records.

Section 6. The Task Force shall complete its work within six (6) months of the adoption of this Resolution unless extended by the City Council.

Section 7. 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 8. All resolutions, or parts thereof, that conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 9. 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**]

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** _____

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 Establishing A Committee For The Purpose of Naming and Renaming of Public Facilities Or Infrastructures
DATE:	August 24, 2021
SUBJECT:	Request Council Approval of A Resolution Establishing A Committee For The Purpose of Naming and Renaming of Public Facilities Or Infrastructures
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Resolution Establishing a City Buildings Facilities Renaming Policy FINAL	Cover Memo	8/20/2021
City of South Fulton Agenda Item Summary-Naming and Renaming of Buildings	Cover Memo	8/20/2021

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **Res2021-**

A RESOLUTION ESTABLISHING A COMMITTEE FOR THE PROCESS OF NAMING AND RENAMING OF PUBLIC FACILITIES OR INFRASTRUCTURES AND FOR OTHERPURPOSES.

(Sponsored by Councilperson Willis)

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

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

WHEREAS, the City desires to establish a process for naming or renaming public facilities or infrastructures; and

WHEREAS, the City Council finds this Resolution to be in the best interest of the City, its residents and the general public.

NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY RESOLVES:

Section 1.

A. **Renaming Committee**. The City Renaming Committee (referred to herein as the "Renaming Committee") is hereby established for a period of six (6) months to make recommendations to the City Council for the naming or renaming of City facilities or infrastructures, excluding roads.

1. The Renaming Committee shall consist of eight (8) members who shall be appointed by the City Council. The Mayor and Councilmembers may each appoint a committee member. The members shall be residents of the City and shall serve without compensation.

2. The Renaming Committee may elect officers and adopt such rules for its own guidance and proceedings as may be expedient, not inconsistent with this Resolution and all applicable laws.

3. The Renaming Committee shall complete its work within six 6) months of the City Council appointing its members.

B. **Criteria. The following criteria shall be used for naming/renaming City facilities and infrastructures:**

1. Consideration shall be given to the honor and integrity that the name will reflect upon the community in which the facility is located;

2. Citizen input shall be sought, especially from the community in which the facility is located;

3. Names will not conflict with other City designated names;

4. Recommended names may be based upon but not limited to the following:

   i. Individuals who have achieved local, state, national or international prominence Neighborhoods or communities Geographic landmarks or areas Historical events or situations; and

   ii. An existing name should be thoroughly researched to determine the background, tradition, history, or other significance of the individual to the community before changing the name.

5. No public building or other public structure may be named after a person who is at the time a member of the governing body which has jurisdiction, responsibility or control over the building or structure; and

6. No City facilities or infrastructure shall be named after or in honor of any person, unless such person has attained the age of 75 years or has been deceased at least 30 days or such naming is a condition of a gift or grant accepted by the City.

C. **Recommendation**. The Renaming Committee shall make a recommendation on the renaming to City Council for approval..

****

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. All Resolutions and parts of Resolutions in conflict herewith are hereby expressly repealed.

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

The foregoing RESOLUTION No. 2021-0xx, adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

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

THIS RESOLUTION adopted this _____ day of _____2021.

CITY OF SOUTH FULTON, GEORGIA

_____
WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

_____
COREY ADAMS, CITY CLERK

APPROVED AS TO FORM:

_____
VINCENT D. HYMAN, CITY ATTORNEY

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** _____

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 Establishing A Code of Ethics And For Other Lawful Purposes
DATE:	August 24, 2021
SUBJECT:	First Reading 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	8/20/2021
Code of Ethics Ordinance v	Cover Memo	8/20/2021

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 tionship 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. MISCALLANEOUS

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

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	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
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary-Single Family Res Rental	Cover Memo	8/20/2021
Rental Subdivision Ordinance	Cover Memo	8/20/2021
Single Family residential rental restriction Ordinance 8.10.2021 v1	Cover Memo	8/24/2021

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** _____

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

Commented [DT1]: No Comments regarding the noted sections

Commented [RM2]: Please note the changes to the version of the document as of 8/9/2021. We have included the phrase "detached and attached" throughout in order to ensure the inclusion of traditional detached single family and attached townhomes (which are both considered single-family). We have also added a requirement for developers utilizing a homeowner's association to present the declaration of covenants prior to receiving a Certificate of Occupancy.

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.

Commented [SR3]: Should this be (a), (b), (c) and (d)?

Commented [SR4R3]: Would this only be required for communities governed by HOAs?

Commented [RP5R3]: @Reginald McClendon FYI regarding @Shayla Reed Inquiry and comment

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:	PUBLIC HEARING - Resolutions Approving the Exercise of Eminent Domain at parcels 14F0028 LL0244 and 14F0028 LL0210 on Danforth Road
DATE:	August 24, 2021
SUBJECT:	PUBLIC HEARING - Resolutions Approving the Exercise of Eminent Domain at parcels 14F0028 LL0244 and 14F0028 LL0210 on Danforth Road
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary - Danforth	Cover Memo	8/20/2021

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** _____

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 to Authorize the Use of Eminent Domain to Acquire Real Property Interests Necessary to Complete the Danforth Road Sidewalk Project T-260 Parcel 19
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary - Danforth	Cover Memo	8/20/2021
Danforth Parcel 19 Resolution final	Cover Memo	8/20/2021

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 **RES2021-_____**

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 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 Danforth 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 Danforth Road; and

WHEREAS, an appraiser familiar with real estate values in Fulton County, Georgia, was employed to appraise the tract of land located at Danforth Road, City of South Fulton, Georgia 30331, bearing Parcel ID 14F0028 LL0244 (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 Danforth Road, City of South Fulton, Georgia 30331, bearing Parcel ID 14F0028 LL0244.

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 Danforth Road is necessary for the public purpose of enhancing pedestrian safety along the Danforth 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-260
PARCEL NO.: 19
COUNTY: Fulton
DATE OF R/W PLANS: November 4, 2016
REVISION DATE:

REQUIRED RIGHT OF WAY

All that tract or parcel of land lying and being in Land Lots 28 and 47 of the 14F Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 19.33 feet left of and opposite Station 149+20.57 on the construction centerline of Danforth Road on Georgia Highway Project No. T-260; running thence N 00°32'07" E a distance of 4.17 feet to a point 23.50 feet left of and opposite station 149+20.58 on said construction centerline laid out for Danforth Road; thence S 89°23'18" E a distance of 49.97 feet to a point 23.50 feet left of and opposite station 149+70.59 on said construction centerline laid out for Danforth Road; thence S 00°00'00" E a distance of 4.23 feet to a point 19.27 feet leftt of and opposite station 149+70.58 on said construction centerline laid out for Danforth Road; thence N 89°18'59" W a distance of 50.01 feet back to the point of beginning.

Containing 0.005 acres more or less.

TEMPORARY CONSTRUCTION EASEMENT

All that tract or parcel of land lying and being in Land Lots 28 and 47 of the 14F Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 23.50 feet left of and opposite Station 149+20.58 on the construction centerline of Danforth Road on Georgia Highway Project No. T-260; running thence N 89°26'47.8" E a distance of 49.86 feet to a point 30.64 feet left of and opposite station 149+20.65 on said construction centerline laid out for Danforth Road; thence S 0°0'58.3" W a distance of 7.19 feet to a point 30.69 feet left of and opposite station 149+70.51 on said construction centerline laid out for Danforth thence S 89°23'21" E a distance of 50.01 feet to a point 23.50 feet left of and opposite station 149+70.59 on said construction centerline laid out for Danforth Road; thence S 1°12'55.4" W a distance of 23.50 feet back to the point of beginning.

Containing 0. 008 acres more or less.

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 to Authorize the Use of Eminent Domain to Acquire Real Property Interests Necessary to Complete the Danforth Road Sidewalk Project T-260 Parcel 21
DATE:	August 24, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary - Danforth	Cover Memo	8/20/2021
Danforth Parcel 21 Resolution final	Cover Memo	8/20/2021

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 **RES2021-_____**

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 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 Danforth 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 Danforth Road; and

WHEREAS, an appraiser familiar with real estate values in Fulton County, Georgia, was employed to appraise the tract of land located at Danforth Road, City of South Fulton, Georgia 30331, bearing Parcel ID 14F0028 LL0210 (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 Danforth Road, City of South Fulton, Georgia 30331, bearing Parcel ID 14F0028 LL0210.

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 Danforth Road is necessary for the public purpose of enhancing pedestrian safety along the Danforth 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-260
PARCEL NO.:	21
COUNTY:	Fulton
DATE OF R/W PLANS:	November 4, 2016
REVISION DATE:	

REQUIRED RIGHT OF WAY

All that tract or parcel of land lying and being in Land Lot 28 of the 14F Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 19.87 feet left of and opposite Station 147+64.78 on the construction centerline of Danforth Road on Georgia Highway Project No. T-260; running thence N 00°36'39" E a distance of 18.08 feet to a point 37.95 feet left of and opposite station 147+64.88 on said construction centerline laid out for Danforth Road; thence S 89°23'04" E a distance of 16.16 feet to a point 37.95 feet left of and opposite station 147+81.04 on said construction centerline laid out for Danforth Road; thence S 00°00'00" E a distance of 18.11 feet to a point 19.82 feet left of and opposite station 147+81.24 on said construction centerline laid out for Danforth Road; thence N 89°11'24" W a distance of 16.36 feet back to the point of beginning.

Containing 0.007 acres more or less.

TEMPORARY CONSTRUCTION EASEMENT

All that tract or parcel of land lying and being in Land Lot 28 of the 14F Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 37.95 feet left of and opposite Station 147+64.88 on the construction centerline of Danforth Road on Georgia Highway Project No. T-260; running thence S 88°55'38.2" E a distance of 16.13 feet to a point 41.81 feet left of and opposite station 147+64.93 on said construction centerline laid out for Danforth Road; thence S 0°7'59.1" W a distance of 3.73 feet to a point 44.23 feet left of and opposite station 147+81.03 on said construction centerline laid out for Danforth thence N 89°23'21" W a distance of 16.16 feet to a point 37.95 feet left of and opposite station 147+81.04 on said construction centerline laid out for Danforth Road; thence N 0°39’13.2" E a distance of 3.86 feet back to the point of beginning.

Containing 0. 008 acres more or less.