CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - REGULAR COUNCIL MEETING
Tuesday, July 27, 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. 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)

VII. Approval of City Council Meeting Minutes

2. Request Council Approval of City Council Regular Meeting Minutes from May 25, 2021 (City Clerk)
3. Request Council Approval of City Council Work Session Minutes from July 14, 2021 (City Clerk)
4. Request Council Approval of City Council Zoning Public Hearing Minutes from July 14, 2021 (City Clerk)
5. Request Council Approval of City Council Special Called Meeting Minutes from July 12, 2021(City Clerk)

VIII. 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.

IX. Public Hearing(s)

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

X. Rezonings, Variance and Modification Cases

7. **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)
8. **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)
9. **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)
10. **Z21-002:** Council to consider a rezoning at 0 Campbell Drive for the purpose of constructing a warehouse **(DISTRICT 3)**
11. **Z21-003:** Council to consider a rezoning at 4295 Roosevelt Highway for the purpose of constructing an office and zoning consolidation **(DISTRICT 3)**
12. **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)**
13. **U21-001:** Council to consider a use permit at 3395 Roosevelt Highway for a barber and beauty salon **(DISTRICT 3)**
14. **M21-005:** Council to a modification at 0 Rivertown Road for the purpose of developing estate homes **(DISTRICT 4)**
15. **M20-001:** Council to consider a modification at 5280 Old National Highway for the purpose of expanding their restaurant **(DISTRICT 5)**
16. **M21-001:** Council to consider a modification at 3850 Flat Shoals Rd to allow for a barber, beauty, and nail salon **(DISTRICT 5)**
17. **Z21-007:** Council to consider a rezoning at 5275 Old National Highway for the purpose of opening a tire repair shop **(DISTRICT 5)**
18. **Z21-011:** Council to consider a rezoning at 0 Estes Rd for the purpose of building a townhome community **(DISTRICT 5)**

19. **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)**

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

XI. Consent Agenda Items

21. 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)**

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

23. 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

24. 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)

25. 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)

26. 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)

27. 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)

28. 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)

29. 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)

30. 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)

31. 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)

32. 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)

33. 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)

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 6 (Camp Creek Parkway) and Enon Road Intersection (Public Works)

35. 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)

36. 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)

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 for planning and development of the South Fulton Citizen Board Training with a required local contribution of $1,000 (Community Development and Regulatory Affairs)

38. 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)

39. 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)

40. 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)

41. 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)

42. 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)

XII. Previous Agenda Items

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

44. 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)

45. 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)

XIII. Agenda Items

46. 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)

47. 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)

48. 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)

49. 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)

50. 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)

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 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)

52. 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)

53. 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)

54. 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)

55. 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)

56. 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)

57. 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)

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 #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)

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 #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)

60. 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)

61. 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)

XIV. Executive Session (If Necessary)

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

XV. 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:	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:	July 27, 2021
SUBJECT:	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	7/22/2021

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:	Request Council Approval of City Council Regular Meeting Minutes from May 25, 2021
DATE:	July 27, 2021
SUBJECT:	Request Council Approval of City Council Regular Meeting Minutes from May 25, 2021
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_RM_2021_5_25_Meeting_DRAFT	Cover Memo	7/23/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - REGULAR COUNCIL MEETING
Tuesday, May 25, 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	
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:
The pledge of allegiance was recited in unison.

IV. Adoption of Council Agenda

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

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

Minutes:
A motion was made to approve the Consent Agenda with the following amendments:

Councilmember Gilyard requested that items 14 (2,3), 15, 19, and 20 be removed from the Consent Agenda to the Regular Agenda for discussion.

The motion to approve the Agenda as amended was approved unanimously.

V. Approval of City Council Meeting Minutes

Motion (Approve as Amended): 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 approve the following City Council Meeting Minutes:

Regular Meeting from April 27, 2021
Work Session Meeting from May 11, 2021
Zoning Public Hearing from May 11, 2021
Special Called Meeting (Retreat) from April 30-May 1, 2021

Councilmember khalid noted clarifications to his statements in the Council Retreat Minutes pertaining to the Comprehensive Plan and the Solid Waste Ordinance; in addition to his statement made during Council Comments at the April 27, 2021 meeting. The City Clerk agreed to revise the subject minutes accordingly.

The motion was approved as amended unanimously.

1. Request Council Approval of City Council Regular Meeting Minutes from April 27, 2021 (City Clerk)

2. Request Council Approval of City Council Work Session Minutes from May 11, 2021 (City Clerk)

3. Request Council Approval of City Council Zoning Public Hearing Minutes from May 11, 2021 (City Clerk)

4. Request Council Approval of City Council Special Called Meeting (Council Retreat) Minutes from April 30, 2021-May 1, 2021 (City Clerk)

VI. Public Comments

Minutes:

There were 20 speakers who submitted public comments as follows:

1. Carl Jordan, District 6: Request bike trails in the City.
2. Myllette Puckett, District 6: Request speed bumps in Schofield Road neighborhood
3. Gloria Williams, District 2: Expressed opposition to zoning cases Z20-008, M21-003, CV21-001, Z20-009, Z21-001 and AN2001.
4. Talib Briscoe, District 1: Supports legislation committing speed camera revenue to pedestrian improvements.
5. Andre Legister, District 5: Supports legislation committing speed camera revenue to pedestrian improvements.
6. Nikki Taylor, District 6: Supports legislation committing speed camera revenue to pedestrian improvements.
7. Charles Mitchell, District 4: Expressed opposition to zoning cases Z20-009.
8. Randolph Hickman, District 7: Supports legislation committing speed camera revenue to pedestrian improvements.
9. Morgan Worrell, District 6: Crime in South Fulton.
10. Paul Baldwin, District 5: Concerned about home on Clearwater and Morning Creek in violation of code enforcement ordinance.
11. Daniel Jacobs, Jr., District 1: Supports legislation committing speed camera revenue to pedestrian improvements.
12. Sheronna Hill, District 5: Supports legislation committing speed camera revenue to pedestrian improvements.
13. Jamyas Render, District 6: Supports legislation committing speed camera revenue to pedestrian improvements.
14. Slyvia Gaddis, District 1: Opposed to apartments on Enon Road
15. Marshontri Shime Auston, District 4: Request road repair on Derrick Road and Supports legislation committing speed camera revenue to pedestrian improvements.
16. Jill Lindsey, District 7: Request GDOT mowing agreement for Old National Highway.
17. Felicia Mays, District 5: Request No Loitering signs in the Burdette Ridge subdivision.
18. Patricia Harris, District 7: Supports legislation committing speed camera revenue to pedestrian improvements.

19. Kwame Wise, District 5: Supports legislation committing speed camera revenue to pedestrian improvements.
20. Larry Riley, Atlanta: Supports legislation committing speed camera revenue to pedestrian improvements.

VII. Public Hearing(s)

5. Request Council Approval of Alcohol License for General Wholesale Company, dba General Wholesale Company at Lot Numbers: 14F-0058-LL-026-2, 14F-0058-0001-015-3, 14F-0059-LL-017-0, 14F-0059-LL-018-8 Bakers Ferry Road, Atlanta, GA 30336 (Police)

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

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

Minutes:
Public Hearing held. No comments were received.

A motion was made to approve the provisional alcohol license application for General Wholesale Company, dba General Wholesale Company.

The motion was approved unanimously.

VIII. Rezoning, Variance and Modification Cases

6. **Z21-001:** Council to consider a rezoning from Fulton County MIX to South Fulton MIX for the purpose of completing AN21-001 annexation request **DISTRICT 1**

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

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

Minutes:
A motion was made to approve case number Z21-001.

The motion was approved 6-0-1. Councilmember Gilyard did not vote.

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7. **AN21-001:** Council to consider an annexation of 0 Waycrest Drive and 0 Riverside Drive **DISTRICT 1**

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

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

Minutes:
A motion was made to approve case number AN21-001.

The motion was approved 6-0-1. Councilmember Gilyard did not vote.

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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**

Motion (Defer): Councilmember Gumbs
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 defer case numbers Z20-008, Z20-009 and CV20-001 for 60 days.

The motion to defer was approved unanimously.

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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**

Motion (Defer): Councilmember Gumbs
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 defer case numbers Z20-008, Z20-009 and CV20-001 for 60 days.

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**

Motion (Defer): Councilmember Gumbs
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 defer case numbers Z20-008, Z20-009 and CV20-001 for 60 days.

The motion to defer was approved unanimously.

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11. **M21-003:** Council to consider a modification at 0 Boat Rock Rd (rear) for the purpose of constructing senior apartments and to modify the conceptual site plan **DISTRICT 1**

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

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

Minutes:
A motion was made to approve case numbers M21-003 and CV21-001 with an amendment to the concurrent variance to reflect in the record there should not be a reduction in the number of parking islands per staff's recommendation.

The motion was approved 6-0-1. Councilmember Gilyard did not vote.

---

12. **CV21-001:** Council to consider concurrent variances to case M21-003 to build beyond the Sandtown Overlay height limit, to allow for a retention pond in an undisturbed buffer, and to reduce the number of parking islands **DISTRICT 1**

Motion (Approve as Amended): Councilmember Rowell

Second: Councilmember Reeves
[Motion Approved]

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

Minutes:
A motion was made to approve case numbers M21-003 and CV21-001 with an amendment to the concurrent variance to reflect in the record there should not be a reduction in the number of parking islands per staff's recommendation.

The motion was approved 6-0-1. Councilmember Gilyard did not vote.

IX. Council Comments

Minutes:
Mayor:
Encouraged the Council to continue spreading the good news about the City and its work in the community. Stressed there are a plethora of accomplishments that need to be shared with everyone.

District 1:
On June 5, 2021, a Trail Build Day will be held in partnership with the Southern Trust for Parks and Land. There are 50 volunteer spaces available. The event will begin at 9:00 AM and will end at 12:00 Noon.

District 2:
Encouraged citizens to stay engaged in the zoning process. The District Two Newsletter was released recently.

District 3:
Councilmember Willis congratulated the graduates of 2021. The graduations which were held at Wolf Creek Amphitheater went very well.
The Feeding Our City Food Distribution Program at Wilkerson Mill Park was a success. The next event will be held at Welcome All Park in celebration of Juneteenth.
Expressed congratulations to Commissioner Marvin Arrington for their successful Job Teen Fair held at Welcome All Park. 300 teens attended, 200 submitted applications and 69 kids received jobs on the spot. The next Teen Job Fair will be held in the Fall.
Citizens can go to SouthFultonD3.com for more information.

District 4:
The District 4 Newsletter was recently released and focused upon the schools in District 4. Highlights from the STEM School, Langston Hughes High School and Chattahoochee Hills Charter School were highlighted. Residents were also encouraged to participate in the Comprehensive Plan Meetings as well as the TSPLOST meetings.

District 5:

Expressed congratulations to all 2021 graduates.
Thanked citizens for participating in the Comprehensive Plan meetings.
Thanked citizens for using the South Fulton Goodwill career center.
Announced that a press conference would be held regarding Camelot condominiums on Old National Highway.

District 6:
Expressed congratulations to all 2021 graduates. Expressed appreciation to the Parks Department for their outstanding work hosting the graduations at Wolf Creek Amphitheater.
Expressed appreciation to the Court system for their work.
Announced that a Town Hall meeting will be held on May 27, 2021.
Played a video announcing Juneteenth activities.

District 7:
Congratulated Feeding Families of Georgia for their participation in the Community Unity Series. Over 50,000 pounds of food was distributed. Thanked his staff and other organizations that participated in the event. The next event is scheduled for July 18, 2021.
Expressed congratulations to all 2021 graduates including himself upon the conferring of his Doctoral degree from Clark Atlanta University.
Residents may reach Councilmember Baker on Instagram at CouncilmanBaker or may sign up for his newsletter by e-mailing mark.baker@cityofsouthfultonga.gov

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X. Consent Agenda Items

Motion (Approve as Amended): Councilmember Gumbs
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 approve the Consent Agenda - items 13, 14 (1, 4-8), 16-18, 21-23.

The motion was approved unanimously.

---

13. Mayor/Council Proclamations for Spreading on the Minutes:
    - Art in the Paint Day **(Councilmember Reeves)**
    - Atlanta Habitat for Humanity Restore and Service Center Day **(Mayor Edwards)**
    - Debra Bunkley Day **(Mayor Edwards)**
    - Antoinette Hendley-Wiggins Day **(Councilmember Gilyard)**
    - Municipal Clerks Week **(Mayor and Full City Council)**
    - Westlake Lady Lions Varsity Girls' Basketball Appreciation Day **(Mayor and Full City Council)**

Minutes:
Item approved as a part of Consent Agenda.

14. Request Council confirmation of the following recorded development plats as approved by the City Engineer:
    1. Council to confirm the recorded plat for Wendy's (Jonesboro Rd) – Council District 7
    2. Council to confirm the recorded plat for Camden Manor (Phase 3) – Council District 4
    3. Council to confirm the recorded plat for Oakhurst Glen (Phase 3A) – Council District 4
    4. Council to confirm the recorded plat for Wyncreek Estates (Phase 3) – Council District 1
    5. Council to confirm the recorded plat for Anatole (Phase 2) – Council District 2
    6. Council to confirm the recorded plat for Ono Road (Jackson Estate) – Council District 4
    7. Council to confirm the recorded plat for Queen Anne (Phase 2) – Council District 2
    8. Council to confirm the recorded plat for Retreat at Sierra Estates (Phase 2) – Council District 4

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

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

Minutes:
Item 14 (1, 4-8) approved as a part of Consent Agenda.

Item 14 (2,3) were removed from the Consent Agenda and placed on the Regular Agenda.

Later in the meeting, a motion was made to approve Item 14 (2,3).

The motion was approved unanimously.

The City Engineer stated that he will ensure that all conditions are met prior to the issuance of the certificate of occupancy.

Councilmember Reeves requested that staff review the City's policy pertaining to detention ponds and add a requirement that they are turned over to the residents in a functional and clean condition. The City Engineer agreed to research this request.

15. Request Council Approval authorizing the City Manager to execute a Right of Way Mowing and Maintenance Agreement for GDOT Project ID #0011845 – State Route 14 (Roosevelt Highway) and County Road 1389 (Washington Road) Roundabout (Public Works)

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

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

Minutes:
Item 15 was removed from the Consent Agenda and placed on the Regular Agenda.

Later in the meeting, a motion was made to approve Item 15.

The motion was approved 6-0-1. Councilmember Gumbs did not vote.

Councilmember khalid requested that staff research whether mowing agreements can be developed for other major State roadways in the City.

---

16. Request Council Approval to enter into an Intergovernmental Agreement (IGA) with the City of Fairburn for the full depth reclamation of Oakley Industrial Blvd, SR 74 to SR 92, within the City of South Fulton, in an amount not to exceed $504,019.45 (Public Works)

Minutes:
Item approved as a part of Consent Agenda.

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17. Request Council Approval of An Intergovernmental Agreement for the provision of Election Services Between Fulton County and the City of South Fulton (City Clerk)

Minutes:
Item approved as a part of Consent Agenda.

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18. Request Council Approval to accept the Fulton County FY20 Community Development Block Grant (CDBG) CV Program award in the amount of $330,000 to supplement the existing Emergency Rental and Mortgage Assistance Program and authorize the City Manager to enter into a Cooperative Agreement with Fulton County Government (City Manager)

Minutes:
Item approved as a part of Consent Agenda.

---

19. Request Council Approval authorizing the City Manager to execute the lease for Old National Marketplace – Phase II (the "Shopping Center"), 6385 Old National Highway, South Fulton, Ga 30349 for the Main Street Office (Destination South Fulton)

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

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

Minutes:
Item 19 was removed from the Consent Agenda and placed on the Regular Agenda.

Later in the meeting, a motion was made to approve Item 19.

The motion was approved unanimously.

---

20. Request Council Approval authorizing the Mayor, City Manager and City Attorney to execute an agreement and paperwork related to the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds for the City to receive an allocation of $11,352,517 from the American Rescue Plan (City Manager)

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

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

Minutes:
Item 20 was removed from the Consent Agenda and placed on the Regular Agenda.

Later in the meeting, a motion was made to approve Item 20.

The motion was approved 6-0-1. Councilmember Gumbs did not vote.

---

21. Request Council Approval to remove the Special Events Moratorium consistent with the Governor's Executive Order issued on April 30, 2021 **(Councilmember Rowell)**

Minutes:
Item approved as a part of Consent Agenda.

22. Request Council Approval of a Resolution authorizing the adoption of the National Incident Management System (NIMS) as its system of preparing for and responding to disaster incidents **(Mayor Edwards)**

Minutes:
Item approved as a part of Consent Agenda.

23. Request Council Approval of A Resolution Requesting Georgia General Assembly's Prompt and Voluntary Repeal of Unjust Voter Law **(Councilmembers Gilyard, khalid and Gumbs)**

Minutes:
Item approved as a part of Consent Agenda.

XI. Previous Agenda Items

24. Second Reading and Request Council Approval of An Ordinance to Amend the Fiscal Year 2020 Final Budget (Finance)

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

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

Minutes:
A motion was made to approve the Second Reading of An Ordinance to Amend the Fiscal Year 2020 Final Budget.

The motion was approved 6-0-1. Councilmember khalid abstained. Councilmember khalid abstained because Resolution 2020-033 was approved in FY2020 and he believes it should be repealed with this item.

Councilmember khalid requested the total amount of funds raised for 2021 Juneteenth events.

25. Second Reading and Request Council Approval of An Ordinance Regulating Resident-Initiated Parking Zones **(Councilmember khalid)**

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

Page 224 of 1286

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 Regulating Resident-Initiated Parking Zones.

The motion was approved unanimously.

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26. Request Council Approval of Resolution Establishing a 180 Day Moratorium on the Acceptance of any Rezoning Applications, Site Plans, Construction Permit Applications Related to New Developments and/or Construction of Single-Family Homes Intended for Residential Rental Purposes **(Mayor Edwards and Councilmember Gumbs)**

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

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

Nay: 1 khalid

Abstain: 1 Baker

Not Voting: 0

Minutes:

A motion was made to approve A Resolution Establishing a 180 Day Moratorium on the Acceptance of any Rezoning Applications, Site Plans, Construction Permit Applications Related to New Developments and/or Construction of Single-Family Homes Intended for Residential Rental Purposes.

Councilmember Gumbs requested that townhomes are included in the moratorium.

The motion was approved as amended 5-1-1. Councilmember khalid voted in opposition and Councilmember Baker abstained. Councilmember Baker abstained because he believes the motion is counter to the advice of the City Attorney.

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

Yea: 3 Baker, khalid , Reeves

Nay: 4 Gilyard, Gumbs, Rowell, Willis

Abstain: 0

Not Voting: 0

Minutes:

A substitute motion was made to approve A Resolution Establishing a 180 Day Moratorium on the Acceptance of any Rezoning Applications, Site Plans, Construction Permit Applications Related to New Developments and/or Construction of Single-Family Homes Intended for Residential Rental Purposes excluding District 7.

The motion failed for a lack of four affirmative votes. 3-4. Councilmembers Gilyard, Willis, Gumbs and Rowell voted in opposition.

---

27. Request Council Approval of a Resolution Setting Forth a Ninety (90) Day Zoning and Development Moratorium Pertaining to the Overlays of Cedar Grove, Cedar Grove Agricultural **(Councilmembers Gilyard and khalid)**

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 the Resolution Setting Forth a Ninety (90) Day Zoning and Development Moratorium Pertaining to the Overlays of Cedar Grove, Cedar Grove Agricultural Year 2020 Final Budget.

The motion was approved unanimously.

XII. Agenda Items

28. Request Council Approval of A Resolution Adopting A Schedule of Fees and Authorizing the City Attorney to Establish A Protocol for the Employment and Management of Outside Counsel **(Councilmember Rowell)**

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

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

Minutes:
A motion was made to approve A Resolution Adopting A Schedule of Fees and Authorizing the City Attorney to Establish A Protocol for the Employment and Management of Outside Counsel.

The motion was approved 6-1. Councilmember Gilyard voted in opposition.

29. Request Council Approval of A Resolution by the City of South Fulton Encouraging the General Assembly of the State of Georgia to Adopt the Same or Similar Policing Guidelines and Principles That Are Outlined in the George Floyd Justice in Policing Act of 2021 **(Councilmember Baker)**

Motion (Approve): Councilmember Baker
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 A Resolution by the City of South Fulton Encouraging the General Assembly of the State of Georgia to Adopt the Same or Similar Policing Guidelines and Principles That Are Outlined in the George Floyd Justice in Policing Act of 2021.

The motion was approved unanimously.

30. Request Council Approval of A Resolution Recognizing the Injustice Committed Against the Exonerated Five; Creating A Code of Conduct Within the City to be known as the Exonerated Five Youth Interrogation Policy **(Councilmember Baker)**

Motion (Approve as Amended): Councilmember Baker
Second: Councilmember Gumbs
[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 A Resolution Recognizing the Injustice Committed Against the Exonerated Five; Creating A Code of Conduct Within the City to be known as the Exonerated Five Youth Interrogation Policy.

The motion was approved unanimously.

Councilmember Baker requested that the record reflect that as an amendment to this legislation, the City shall include an interrogation room in the new police facility when completed.

31. Request Council Approval of A Resolution To Make Eliminating Racial Disparities and Income Inequality Public Policy Priorities Within The City of South Fulton **(Councilmembers khalid and Gilyard)**

Motion (Approve): Councilmember khalid
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 approve A Resolution To Make Eliminating Racial Disparities and Income Inequality Public Policy Priorities Within The City of South Fulton.

The motion was approved unanimously.

---

32. First Reading of FY21 Budget Amendment Number 3 Ordinance (Finance)

Minutes:
FIRST READ

Motion (Repeal): Councilmember khalid
Second: Councilmember Baker
[Motion Approved]

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

Minutes:
A motion was made to reconsider and repeal Resolution 2020-033 approved on September 22, 2020.

The motion to repeal was approved 4-3. Councilmembers Willis, Gumbs and Rowell voted in opposition.

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33. First 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 **(Councilmember khalid)**

Minutes:
FIRST READ

Motion (Table): Councilmember Willis
Second: Councilmember Gumbs
[Motion Withdrawn]

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, Amending Title 1, Administration, Chapter 8, Budget of the City Code of Ordinances To Restrict School Zone Traffic Camera Revenues For Pedestrian Safety Improvements.

The motion was withdrawn.

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

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

Minutes:
A motion was made to ratify the recommendations of the City Manager regarding how the revenues collected from the speed enforcement cameras should be allocated as outlined in her April 29, 2021 memorandum.

The motion was approved 6-1. Councilmember Gilyard voted in opposition.

Councilmember Reeves requested that the City Clerk send the video of the City Council meeting in which Blue Line made their presentation to the City.

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

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

Minutes:
A motion was made to call the question.

The motion was approved 5-1-1. Councilmember Baker abstained and Councilmember Gilyard did not vote. Councilmember Baker abstained because he believes the motion and discussion

were political.

34. First Reading of 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 Judgements and the Selection of Outside Counsel **(Councilmember Rowell)**

Minutes:
FIRST READ

Councilmember khalid requested that the subject Ordinance is shared with the Georgia Interlocal Risk Management Agency (GIRMA).

XIII. Executive Session

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

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

Minutes:
A motion was made at 7:25 PM to recess for an Executive Session for Litigation, Personnel and Real Estate to begin at 7:35 PM.

The motion was approved unanimously.

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

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

Minutes:
A motion was made to reconvene from Executive Session at 9:23 PM.

The motion was approved 6-0-1. Councilmember Gilyard.

XIV. Adjournment of Meeting

Motion (Adjourn): Councilmember Reeves

Second: Councilmember Willis
[Motion Approved]

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

Minutes:
A motion was made to adjourn the Regular Meeting at 9:24 PM.

The motion was approved 6-0-1. 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 Work Session Minutes from July 14, 2021
DATE:	July 27, 2021
SUBJECT:	Request Council Approval of City Council Work Session Minutes from July 14, 2021
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_WS_2021_7_14_Meeting_DRAFT	Cover Memo	7/23/2021

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

COUNCIL WORK SESSION MEETING MINUTES

I. Call to Order

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

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

II. Roll Call

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

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

III. Presentations

1. I-285/I-20 West Interchange Project – Georgia Department of Transportation

Minutes:
Marlo Clowers with the Georga Department of Transportation provided an update regarding the I-285/I-20 West Interchange Project.

2. Dotson Development – Michele L. Battle, Battle Law, P.C.

Minutes:
Michelle Battle with Battle Law led a discussion regarding the Dotson Development which is a proposed residential development located in Union City. Ms. Battle wishes to engage the City of South Fulton in discussion regarding two adjacent properties located in the City of South Fulton which have been identified as potential amenities areas for the Dotson Development.

The presentation was followed by a question and discussion period.

Councilmember Baker raised a point of order regarding the discussion of this item in an open session and suggested that the discussion might be more appropriate for an executive session. Mayor Edwards sustained Councilmember Bakers' point of order.

3. 2020 Audit Presentation – Doug Moses, Mauldin & Jenkins, LLC

Minutes:
Doug Moses with Mauldin and Jenkins, LLC. presented the 2020 Audit Report and Findings.

IV. Monthly Reports

4. Finance Report

Minutes:
Report presented by Interim Finance Director, Rachel Bembry.

The presentation was followed by a question and discussion period.

Councilmember khalid requested a chart showing a 9 month (month-to-month) accounting of speed camera revenues. Requested that the City consider using half of the American Rescue Funds allocated to the City of South Fulton for eviction assistance and rental assistance.

Mayor Pro Tem Willis and Councilmember Rowell requested that the City Manager take a comprehensive approach to the expenditure of American Rescue Funds. Areas that show a decrease in revenue, such as permitting and parks services, should be considered for replenishing.

5. City Attorney Report

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

6. City Manager Report

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

The presentation was followed by a question and discussion period.

Mayor Pro Tem Willis requested that staff verify that striping and signage have been completed in front of all schools. Additionally, Mayor Pro Tem requested that signage is installed to indicate the times which the school is in session and the speed zone camera is operative. Mayor Pro Tem Willis requested that the City Manager send a survey to gauge feedback from citizens regarding their preferences pertaining to virtual and in-person meetings.

Councilmember khalid would like for citizens to have an opportunity to provide public comment up until the start of Council Meetings.

Councilmember Gilyard requests school striping on Hall Road.

Councilmember Reeves would like to ensure appropriate school striping on Feldwood Road.

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

Motion (Recess): Councilmember Gilyard
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 recess for an Executive Session for Litigation, Real Estate and Personnel at 5:17 PM.

The motion was approved unanimously.

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

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

Nay:	0
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to reconvene from Executive Session at 5:58 PM.

The motion was approved unanimously.

VI. Adjournment of Meeting

Motion (Adjourn): Councilmember Reeves
Second: Councilmember Rowell
[Motion]

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

Minutes:
A motion was made to adjourn the Work Session at 5:59 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 Zoning Public Hearing Minutes from July 14, 2021
DATE:	July 27, 2021
SUBJECT:	Request Council Approval of City Council Zoning Public Hearing Minutes from July 14, 2021
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_ZPH_2021_7_14_Meeting_DRAFT	Cover Memo	7/21/2021

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

SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

Minutes:
The Zoning Public Hearings was called to order by Mayor 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.

Mayor Edwards departed the meeting at 8:06 PM.

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. **Z21-002:** Council to consider a rezoning at 0 Campbell Drive for the purpose of constructing a warehouse **(DISTRICT 3) (Case DEFERRED from May 11, 2021 Zoning Public Hearing)**

Minutes:
Public Hearing held. No comments received

Applicant: Lauren Clayton
Daniel Hanison

Discussion conducted.

---

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

Minutes:
Public Hearing held. No comments received

Applicant: Daryl Cook

Discussion conducted.

---

3. **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)**

Minutes:
Public Hearing held. One comment received

Applicant: Donald Washington

Opposition: Michael Veneable, District 6

Discussion conducted.

Mayor Edwards requested that traffic calming measures are considered for future projects.

---

4. **U21-001:** Council to consider a use permit at 3395 Roosevelt Highway for a barber and beauty salon **(DISTRICT 3) (Case DEFERRED from March 9, 2021 Zoning Public Hearing)**

Minutes:

Public Hearing held. No comments received

Applicant: Milad Hannalla

Discussion conducted.

---

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

Minutes:
Public Hearing held. Two comments received

Applicant: Boye Akinola
Maurice Ukadike

Support: William Redding, District 4
Opposition: Sharon Russ, District 4

Discussion conducted.

Mayor Edwards requested that the applicant have more conversation with the residents of the Rivertown Community. Councilmember Gilyard indicated that she sent an e-mail about the development to the leadership of the Rivertown Community as well.

---

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

Minutes:
Public Hearing held. No comments received

Applicant: Mirna Massas

Discussion conducted.

Mayor Edwards requested that staff review overflow parking at the site.

Councilmember Reeves requested that staff check to see if the current renovation work at the site has a City permit.

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7. **M21-001:** Council to consider a modification at 3850 Flat Shoals Rd to allow for a barber, beauty, and nail salon **(DISTRICT 5) (Case DEFERRED from March 9, 2021 Zoning Public Hearing)**

Minutes:
Public Hearing held. One comment received

Applicant: Pritesh Patel

Opposition: Michael Veneable, District 6

Discussion conducted.

---

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

Minutes:
Public Hearing held. One comment received

Applicant: Sana Surani

Opposition: Michael Veneable, District 6

Discussion conducted.

---

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

Minutes:
Public Hearing held. One comment received

Applicant: Michele Battle

Opposition: Michael Veneable, District 6

Discussion conducted.

Councilmember Rowell recommended that "No Parking" signs are placed on the street.

---

10. **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)**

Minutes:
Public Hearing held. No comments received

Applicant: Steve Rothman

Discussion conducted.

---

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

Minutes:
Public Hearing held. One comment received

Applicant: Darryl Milam

Opposition: Michael Veneable, District 6

Discussion conducted.

Councilmember Rowell requested that staff condition the business to salon-related services only in this space.

---

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 khalid
Second:
[Motion Failed for Lack of Second]

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

Minutes:
A motion was made at 8:19 PM to recess for an Executive Session for Personnel.

The motion did not receive a second.

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

Yea:	5 Baker, Gumbs, Reeves, Rowell, Willis
Nay:	1 khalid
Abstain:	0
Not Voting:	2 Edwards, Gilyard

Minutes:
A substitute motion was made at 8:19 PM to recess for an Executive Session for Litigation, Personnel and Real Estate.

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

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

Yea:	4 Baker, Gumbs, Reeves, Willis

Nay:	0
Abstain:	0
Not Voting:	4 Edwards, Gilyard, khalid , Rowell

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 Gumbs
Second: Councilmember Reeves
[Motion Approved]

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

Minutes:
A motion was made to adjourn the Zoning Public Hearings at 9:04 PM.

The motion was approved 4-0-3. Councilmembers khalid, Gilyard and Rowell did not vote. Mayor Edwards 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 Special Called Meeting Minutes from July 12, 2021
DATE:	July 27, 2021
SUBJECT:	Request Council Approval of City Council Special Called Meeting Minutes from July 12, 2021
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_SCM_2021_7_12_Meeting_DRAFT	Cover Memo	7/21/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - SPECIAL CALLED MEETING
Monday, July 12, 2021, 10:00 AM

SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

Minutes:
The meeting was called to order by Mayor William Edwards at 10:00 AM.

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	
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	10:05 AM

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

3. Agenda Items

1. Request Council approval of the Transportation – Special Purpose Local Option Sales Tax (TSPLOST II) Intergovernmental Agreement

Motion (Approve): Councilmember Willis
Second: Councilmember Reeves

[Motion Approved]

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

Minutes:
A motion was made to approve the Transportation – Special Purpose Local Option Sales Tax (TSPLOST II) Intergovernmental Agreement with Fulton County.

The motion was approved 4-0-3. Councilmembers Gilyard, khalid and Baker abstained. Councilmember Gilyard stated her objection was due to a conflict and for all of the reasons previously stated by Councilmember Baker. Councilmembers Baker and khalid did not express a reason for their abstentions.

Mayor Pro Tem Willis raised a point of order regarding the germaneness of Councilmember khalid's questions. Mayor Edwards sustained 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 Gilyard, khalid
Abstain:	1 Baker
Not Voting:	0

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

The motion was approved 4-2-1. Councilmembers Gilyard and khalid voted in opposition. Councilmember Baker abstained. Councilmember Baker abstained due to his disagreement with the ruling of Chair and thought the questions by Councilmember khalid regarding the Old National Sidewalks were relevant.

---

4. Adjournment of Meeting

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

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

Minutes:

A motion was made to adjourn the Special Called Meeting at 10:13 AM.

The motion was approved 5-1-1. Councilmember Gilyard voted in opposition. Councilmember khalid abstained. Councilmember khalid abstained due to his disagreement with the legal opinion provided by the City Attorney.

Councilmember Gilyard requested a legal opinion regarding why her abstention was stated as being improper. Attorney Hyman explained the abstention language as listed in the City Charter.

Corey E. Adams, Sr., City Clerk

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 regarding a Request for Alcohol License Revocation: re Cigaros of Georgia, LLC, dba Cigaros
DATE:	July 27, 2021
SUBJECT:	Public Hearing regarding a Request for Alcohol License Revocation: re Cigaros of Georgia, LLC, dba Cigaros
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Alcohol License Revocation Hearing_Cigaros (PD)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021	
Requesting Department Police Department	**Council District(s) Affected** District 2

Requested Action

City Council to approve or deny the revocation of the alcohol license for Cigaros of Georgia, LLC, dba Cigaros

Requirements for Council Action (City specific Council policy, statute or code requirement)

The City Council shall hear applications for licenses, as well as all matters relating to such licenses per Sec 16-3002 of the Alcohol Beverage Ordinance.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

On April 27, 2021, Cigaros (Owner: Mr. C. Dobson) had a revocation hearing before City Council to revoke his alcohol license due to failure to pay alcohol excise taxes for two years. At this hearing, City Council decided to hold the matter for 30 days to allow the owner to bring their alcohol excise tax bill current with finance. On April 29, 2021, Mr. Dobson of Cigaros was notified via letter of the Councils decision to provide an additional 30 days to payment the delinquent excise taxes. Mr. Dobson was given until May 27, 2021, to pay the delinquent excise taxes. Mr. Dobson failed to make any payments towards his excise taxes by May 27, 2021, as agreed. Therefore, Finance Department and the Police Department are requesting the revocation of the alcohol license for Cigaros.

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
Keith Meadows (Jul 6, 2021 14:15 EDT)		Rachel M. Bembry 7/8/2021
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
7-12-21		Tammi Saddler Jones 7/13/2021

South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336
Phone: (470) 809-7300

Keith Meadows
Chief of Police

May 28, 2021

Cigaros of Georgia, LLC
Dba Cigaros
Conrad Dobson
3220 Butner Road, Suite 210
Atlanta, GA 30331

Re: **NOTICE OF SUSPENSION/REVOCATION OF YOUR ALCOHOL BEVERAGE LICENSE # ABL19006185 FOR 3220 BUTNER ROAD, SUITE 210**

Dear Mr. Dobson,

You are hereby notified that you may show cause before City Council as to why your license to sell alcoholic beverages should not be revoked based upon your noncompliance with Chapter 3, Section 16-3001(a)(15) of the City of South Fulton Code of Ordinances Title 16 Alcoholic Beverages. In particular, and without limitation thereto, the City of South Fulton Police Department ("South Fulton Police Department") intends to show that according to the City of South Fulton's Code of Ordinances the applicable standards and sections supported the recommendation to revoke your alcohol license.

Hearing Date and Applicable Code Sections

A virtual hearing will be held on Tuesday, July 27, 2021, at 4:00pm. A copy of the Chapter 3 Section 16-3001(a)(15) of the City's Ordinances Title 16 Alcoholic Beverage is available for your review through COSF Title 16 Alcoholic Beverages or you may contact the City's Clerk and have a PDF copy mailed or electronically mailed to your designated physical or email address. Included within these code sections are the applicable standards that outline the basis for and procedure upon which the suspension, revocation and/or imposition of a fine of your alcohol license to sell alcoholic beverages will be considered.

The Finance Department and South Fulton Police Department intends to show that due cause exists to revoke your alcohol license based upon the following violations which occurred at your establishment.

South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336
Phone: (470) 809-7300

Keith Meadows
Chief of Police

Violations of City Ordinance

Count 1:
In January 2020, the finance department and the police department notified the owner of Cigaros, Mr. Conrad Dobson that he was delinquent in paying alcohol excise taxes for 2019. In good faith, the Finance department offered Mr. Dobson a payment agreement on the outstanding balance, at that time, of $11,887.65. Cigaros acknowledged the balance owed; however, Cigaros failed to sign the agreement, failed to make any payment and later stopped responding to notifications from Finance.

Count 2:
In December 2020, the police department notified Mr. Dobson, that he needed to bring his excise taxes current in order to renew his alcohol license for 2021. On February 9, 2021, finance department offered Cigaros anther opportunity for a payment plan to bring his excise taxes current. Mr. Dobson acknowledged the new excise tax balance owed of $22,620.61 and signed agreeing to make payments. In the signed agreement, Mr. Dobson acknowledged failure to pay as agreed would result in suspension and/or revocation of his alcohol license. On February 10, 2021, finance notified police that Mr. Dobson agreed to a payment plan, and police issued a renewal of Cigaros alcohol license for 2021.

Count 3:
On February 22, 2021, Mr. Dobson paid the first payment of $2,827.57 via e-check online to finance, the check was returned due to insufficient funds on March 5, 2021. Finance notified Mr. Dobson and he acknowledged the returned check and assured that payment would be re-made immediately. Finance did not hear from Mr. Dobson, no follow-up payment has been made, nor has Cigaros made any of their regular monthly payments as agreed upon.

Count 4:
On April 9, 2021, Mr. Dobson was notified by finance that they had until close of business on April 16, 2021, to pay their entire balance due for excise taxes, which included providing their monthly gross alcohol sales from the additional months owed from the original agreement date. Finance further advised again that failure to do so would result in suspension and/or revocation of his alcohol license. As of the date of this notice, no payment still has been received.

Count 5:
On April 27, 2021, Mayor and Council for the City of South Fulton voted to extend the terms of the agreement Mr. Dobson entered with the City of South Fulton on February 9, 2021. The City Council voted to allow Mr. Dobson an additional 30 days to bring current your delinquent alcohol excise taxes. Mr. Dobson was given until Thursday, May 27, 2021, at 5:00pm to pay the entire delinquent balance in the amount of $22,620.61, as well as any accrued payments due and owing during the 30-day period. Mr. Dobson again failed to make any payments as agreed. As a result, staff is requesting a revocation of Cigaros Alcohol License.

South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336
Phone: (470) 809-7300

Keith Meadows
Chief of Police

Applicable City Ordinance Code Sections

The City's Ordinance Title 16 Chapter 3 Section 16-3001 Suspension or Revocation of License states, in pertinent part, that:

(a)(15) The failure to pay alcohol excise taxes imposed by city ordinances.

Procedures for Hearing

The Public Hearing will occur virtually via Zoom due to the COVID-19 pandemic, where you and/or your legal representative, shall be afforded the opportunity to be heard and present evidence to the City Council. A copy of the documents which may be used against you at the Public Hearing are attached to this notice. Please email any documents which you may present at the hearing to the City Clerk at: corey.adams@cityofsouthfultonga.gov and copy the City Attorney Vincent Hyman at: vincent.hyman@cityofsouthfultonga.gov.

The City Clerk will send you an invitation to access the Zoom Public Hearing at least 48 hours prior to the Public Hearing at the following email address the city has for you on file: cigarosofgeorgia@gmail.com. Please email the City Clerk (and copy the City Attorney) at least five days in advance of the Public Hearing if your email address has changed.

Should you require additional information, please contact Lieutenant Kay Lester in the License and Permits Office at kay.lester@cityofsouthfultonag.gov or 404-324-1242.

Keith Meadows (May 28, 20 :29 EDT)

Keith Meadows
Chief of Police

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 AG1 (Agricultural) to CUP (Community Unit Plan) for property located at 7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd.
DATE:	July 27, 2021
SUBJECT:	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.
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z20-008	Cover Memo	7/22/2021
7195 Butner Rd 008 staff report FINAL FOR COUNCIL 7.27.21	Cover Memo	7/22/2021

Z20-008

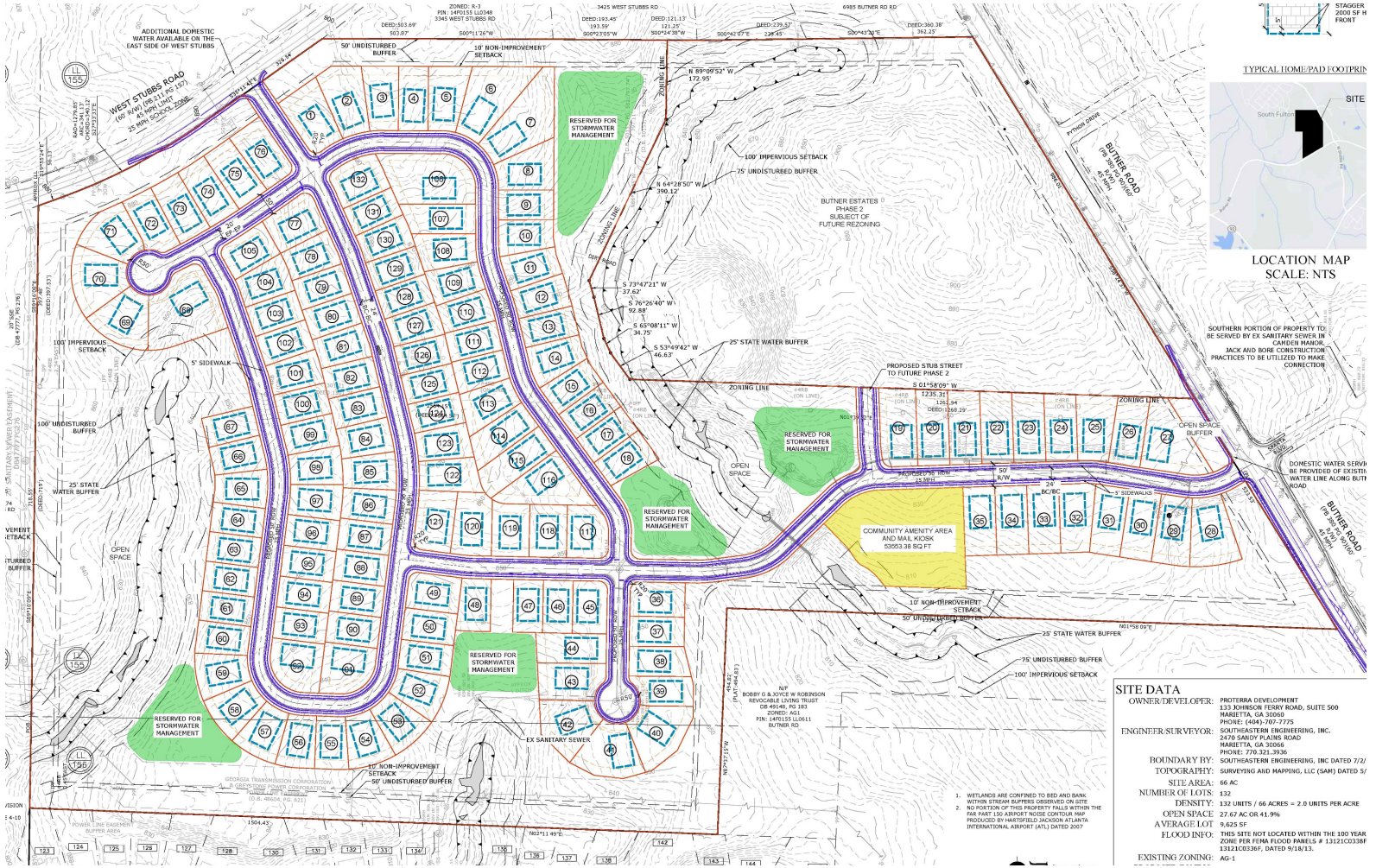
Rezoning Request
7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd.

City Council Meeting
City of South Fulton
July 27, 2021

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

- Case was deferred from April 27th Council meeting
- Petitioner has submitted new site plans and elevations, taking comments from the Council and community into consideration
- Petitioner is requesting a deferral until the August 24th Council meeting in order to have more community meetings
- Staff recommendation is to approve the deferral request

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



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

D·R·HORTON America's Builder





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

D·R·HORTON America's Builder





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

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

D·R·HORTON
America's Builder







The **Jadyn**
5 Bedrooms | 3.5 Bathrooms | Two-Car Garage

D·R·HORTON
America's Builder







The **Denton**
4 Bedroom | 2 Bath | 2 Car Garage
2,250 Square Feet*

Z20-008

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

City Council Meeting
City of South Fulton
July 27, 2021

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

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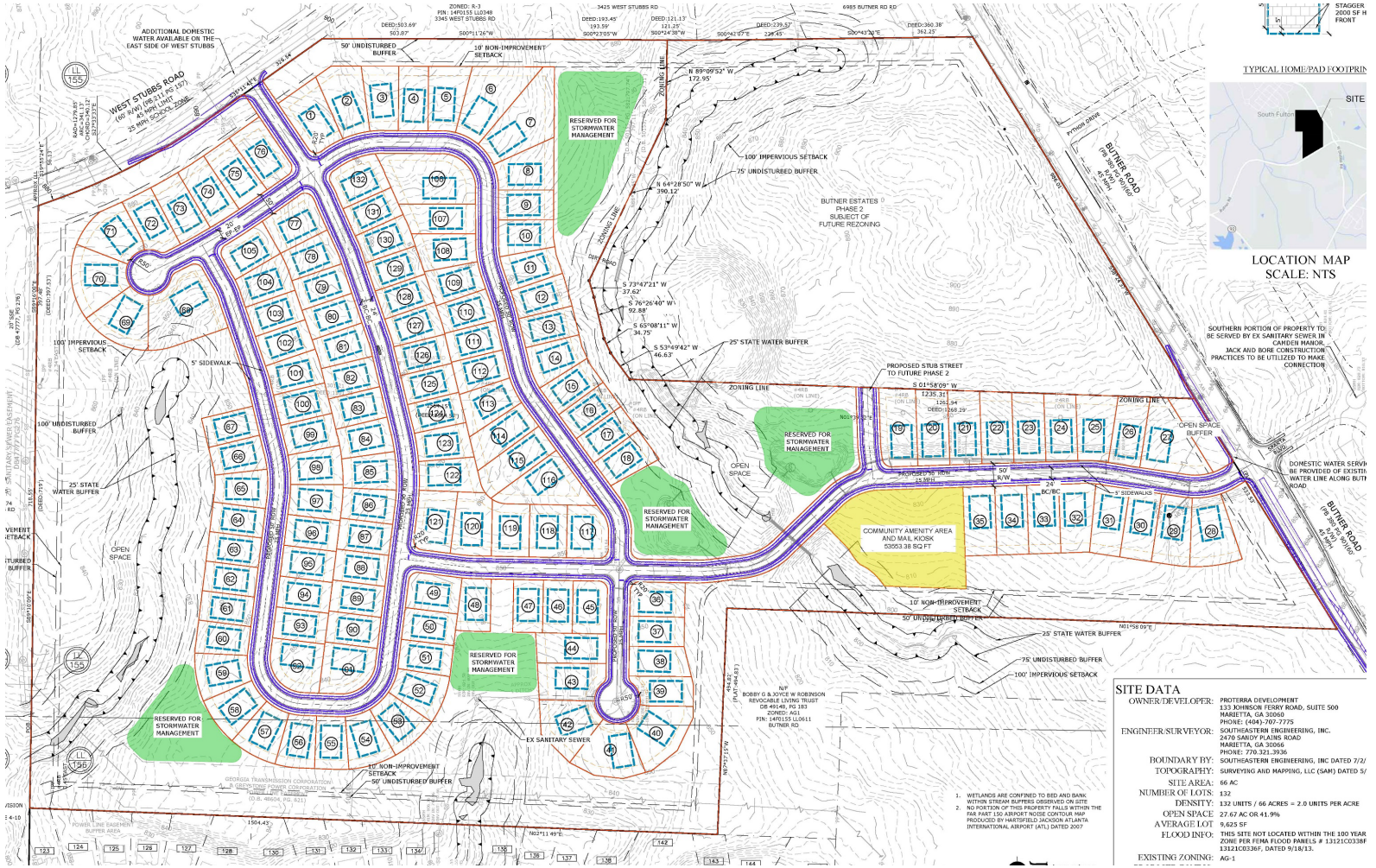
Z20-008: 7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd.



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

D·R·HORTON America's Builder





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

D·R·HORTON America's Builder





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

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

D·R·HORTON
America's Builder







The Jadyn
5 Bedrooms | 3.5 Bathrooms | Two-Car Garage

D·R·HORTON
America's Builder







The Denton
4 Bedroom | 2 Bath | 2 Car Garage
2,250 Square Feet*

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
DATE:	July 27, 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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z20-009	Cover Memo	7/22/2021
7195 Butner Rd 009 staff report FINAL FOR COUNCIL 7.27.21	Cover Memo	7/22/2021

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
July 27, 2021

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

- Case was deferred from April 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

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

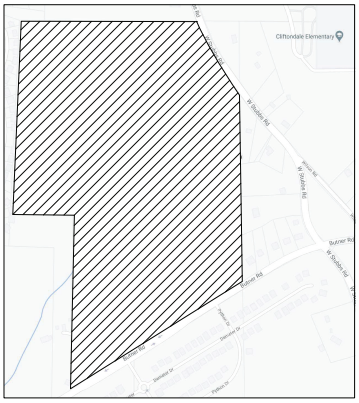
9. Each unit shall have at 2-car garage

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).

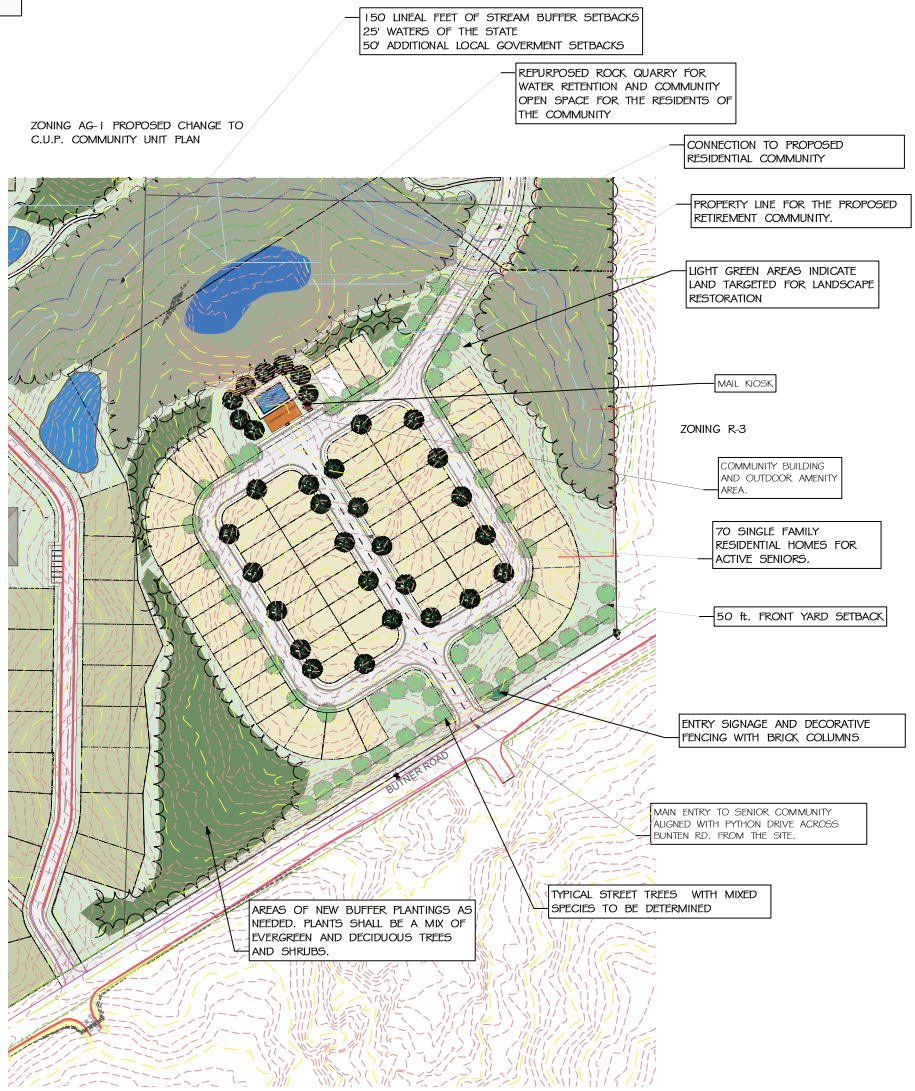
11. All undisturbed buffers, recreational areas, and other unbuildable spaces that is not a part of a platted lot, shall be owned and maintained by a mandatory homeowner's association, whose proposed documents of incorporation shall be submitted to the Director of the

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

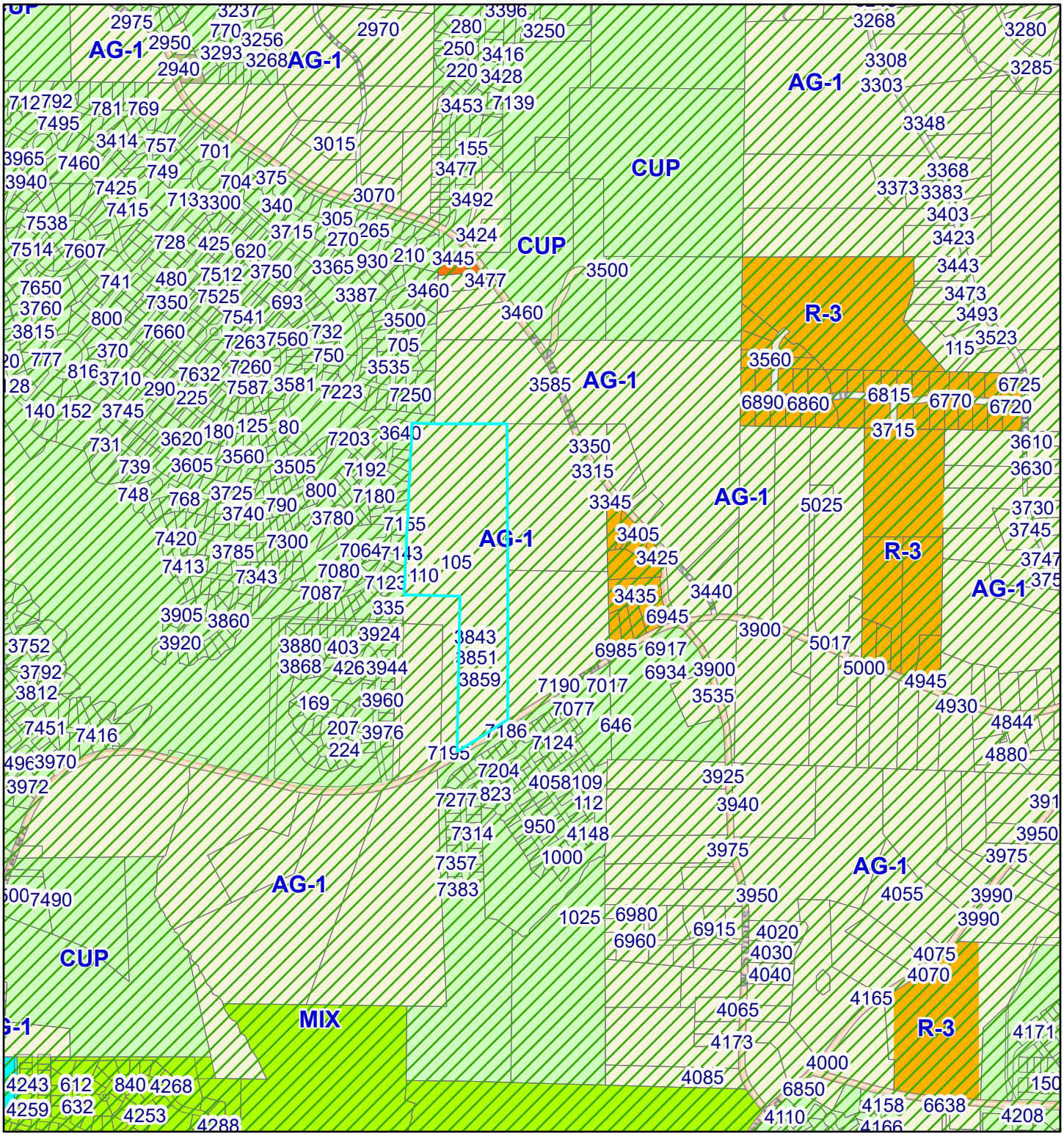
PROJECT:
REZONING PLAN FOR THE BUTNER RD. PROPERTY
CITY OF SOUTH FULTON, GA

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



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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)

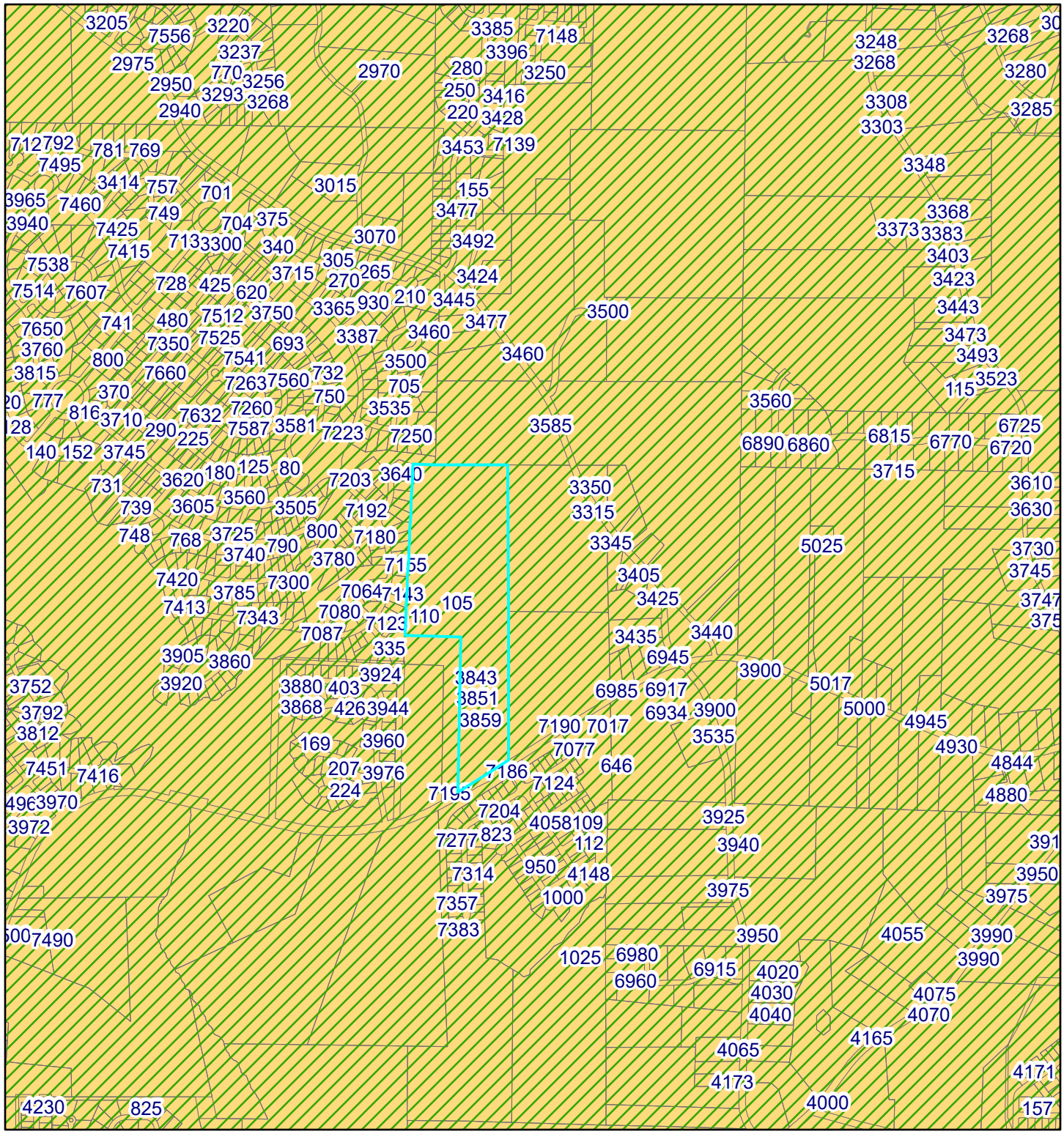
R-4 (Single Family Dwelling)

TR (Townhouse Residential)

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

COSF ArcGIS Web Map



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Address Points

Overlay Districts

County Parcels All

City Limits

2035 Future Land Use

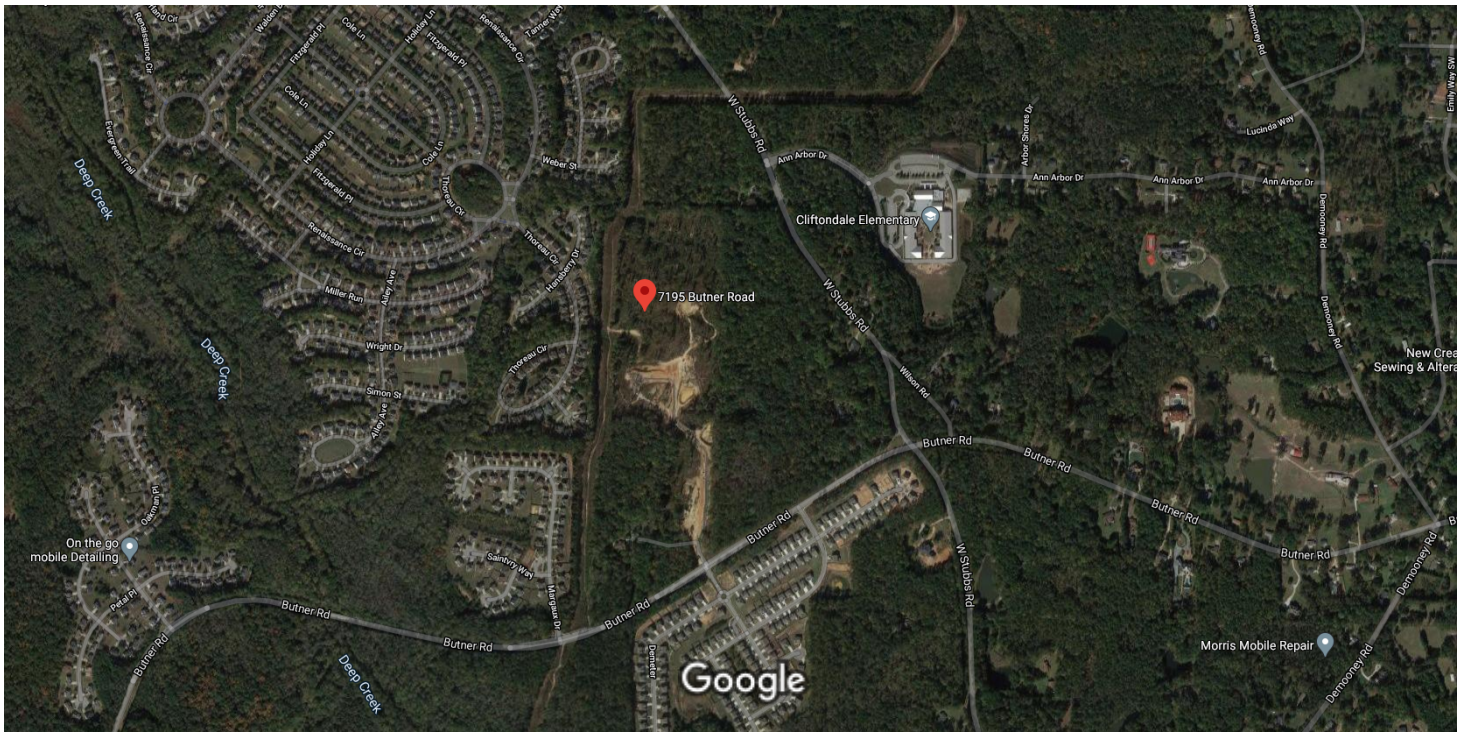
Rural Neighborhood

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



(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

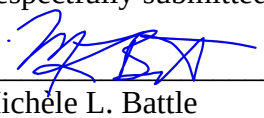
be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth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

Proterra Development LLC
TYPE OR PRINT PETITIONER'S NAME

133 Johnson Ferry Road, Suite 500
ADDRESS

Marietta, GA 30060
CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

felipe@proterra.us
EMAIL ADDRESS

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

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

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ADDRESS

Decatur, GA 30034
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").**

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

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.

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=5925870&key1=50155&key2=580&county=60&countyname=FULTON&userid=251358&... 1/1
City of South Fulton I July 27, 2021

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 July 27, 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").

Authentisign ID: 3D37Z6C1-D7E7-4FEF-B292-D2D00000E914

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;

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D68880E914

(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 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 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.

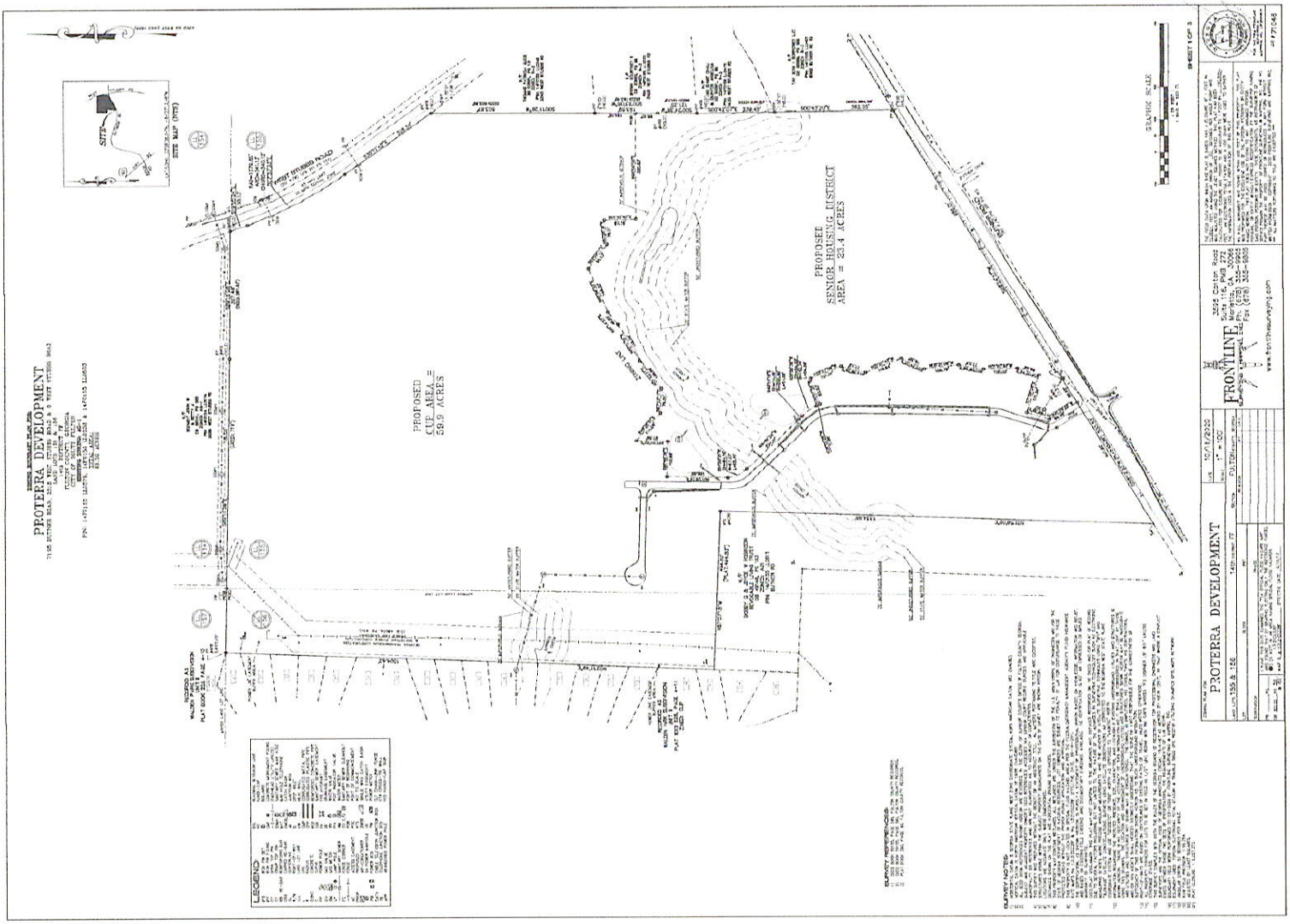
2. Most current Property real estate tax bills, assessments and value renditions.

Authentisign ID: 3D3726C1-D7E7-4FEF-B292-D2D88889E914

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
DATE:	July 27, 2021
SUBJECT:	CV20-001: Council to consider a concurrent variance on the senior age requirement from 62 to 55. Companion legislation with Z20-009
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z20-009	Cover Memo	7/22/2021

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
July 27, 2021

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

- Case was deferred from April 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

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
DATE:	July 27, 2021
SUBJECT:	Z21-002: Council to consider a rezoning at 0 Campbell Drive for the purpose of constructing a warehouse
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z21-002	Cover Memo	7/22/2021
Z21-002 0 Campbell drive staff report FINAL FOR COUNCIL 7.27.21	Cover Memo	7/22/2021

Z21-002

Rezoning Request
o Campbell Dr.

City Council Meeting
City of South Fulton
July 27, 2021

Z21-002: 0 Campbell Dr.

- No changes from the Zoning Hearing
- Staff recommendation is denial due to noncompliance with the Future Land Use Map
- Planning Commission recommended denial

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: **Z22-002 for 0 Campbell Dr.**

MEETING DATE: July 27, 2021

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

STAFF RECOMMENDATION: Denial

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.

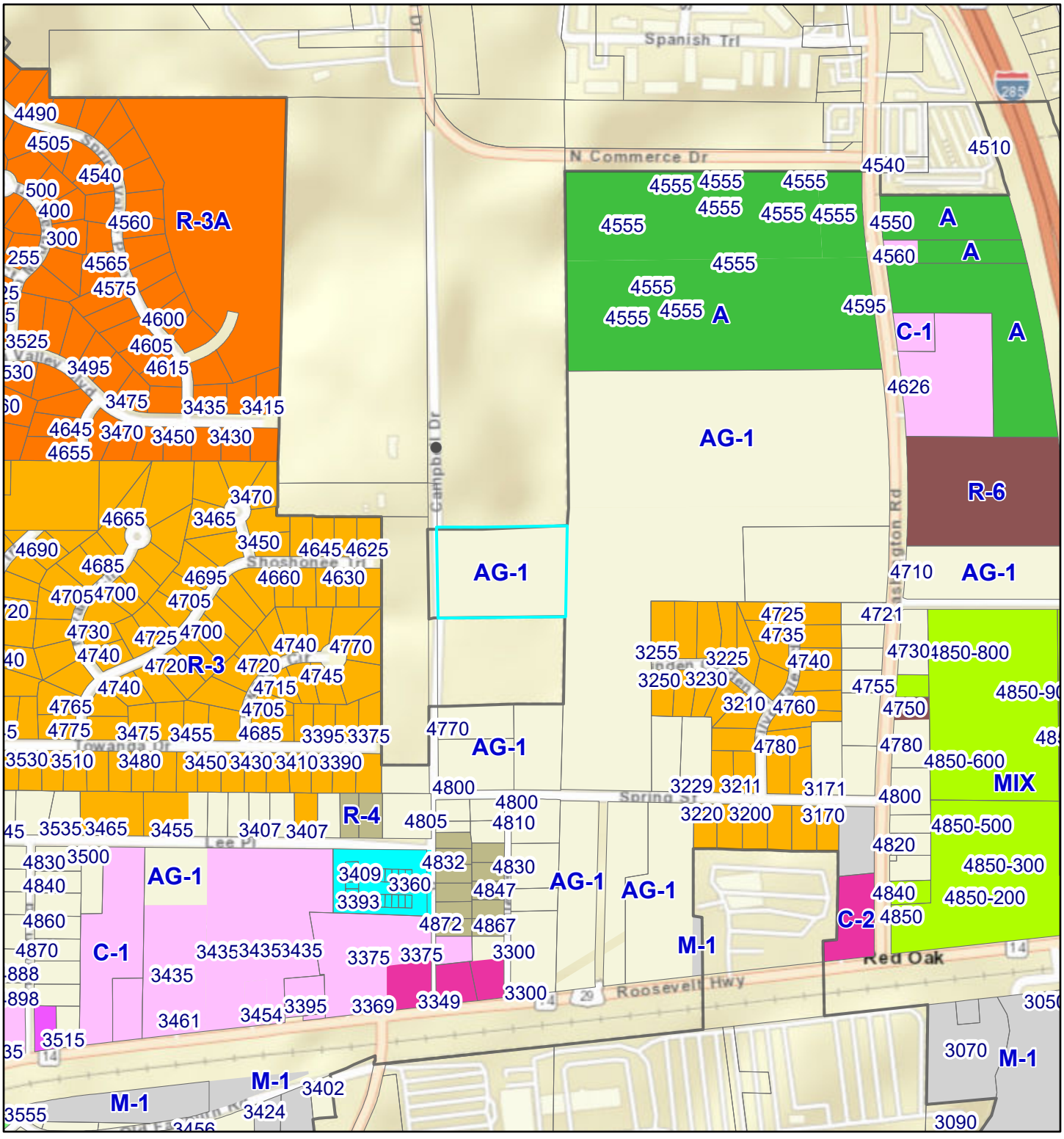
PLANNING COMMISSION RECOMMENDATION

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

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

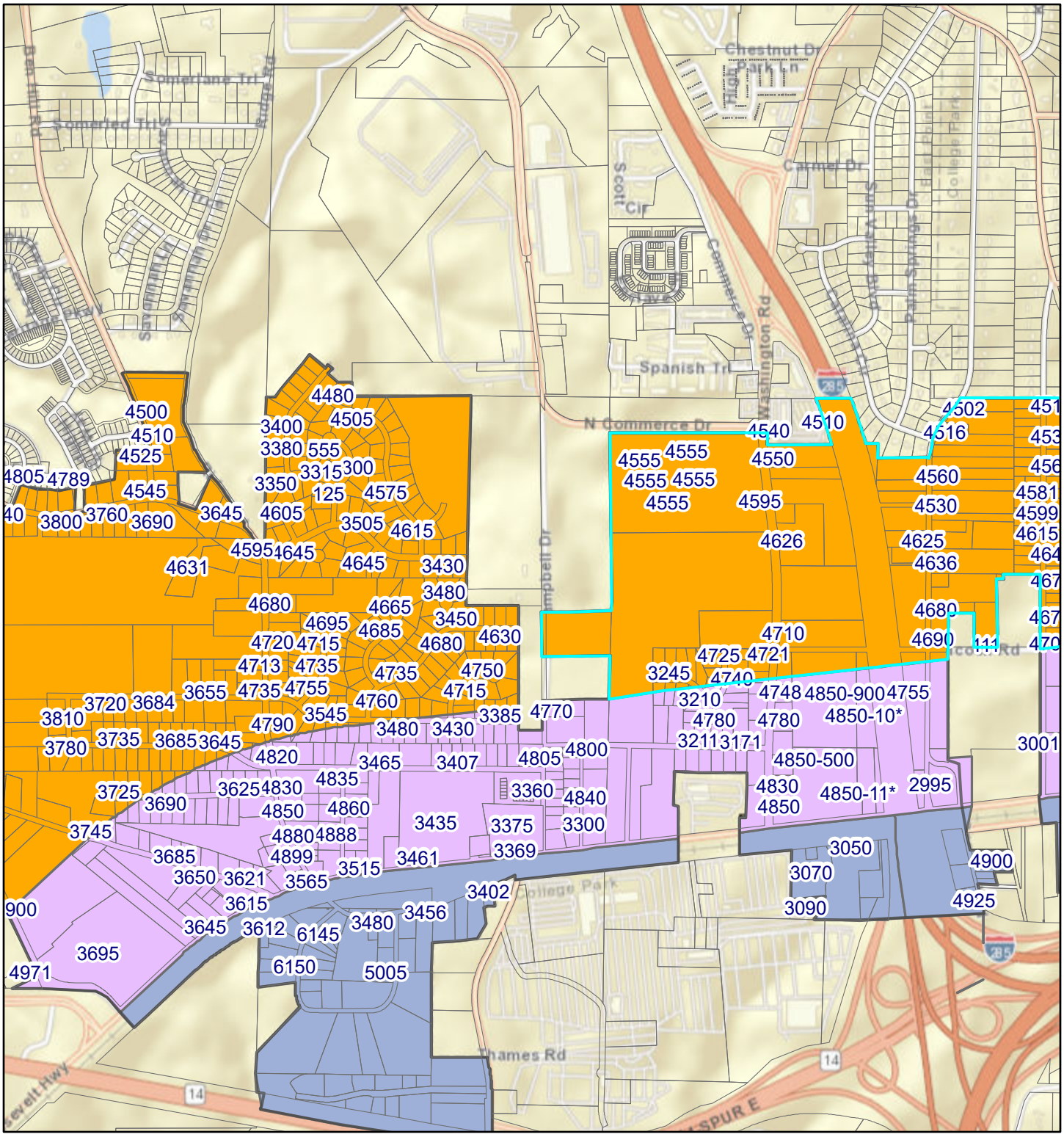
REVIEWED BY: Shayla Reed, Director, CDRA

COSF ArcGIS Web Map



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

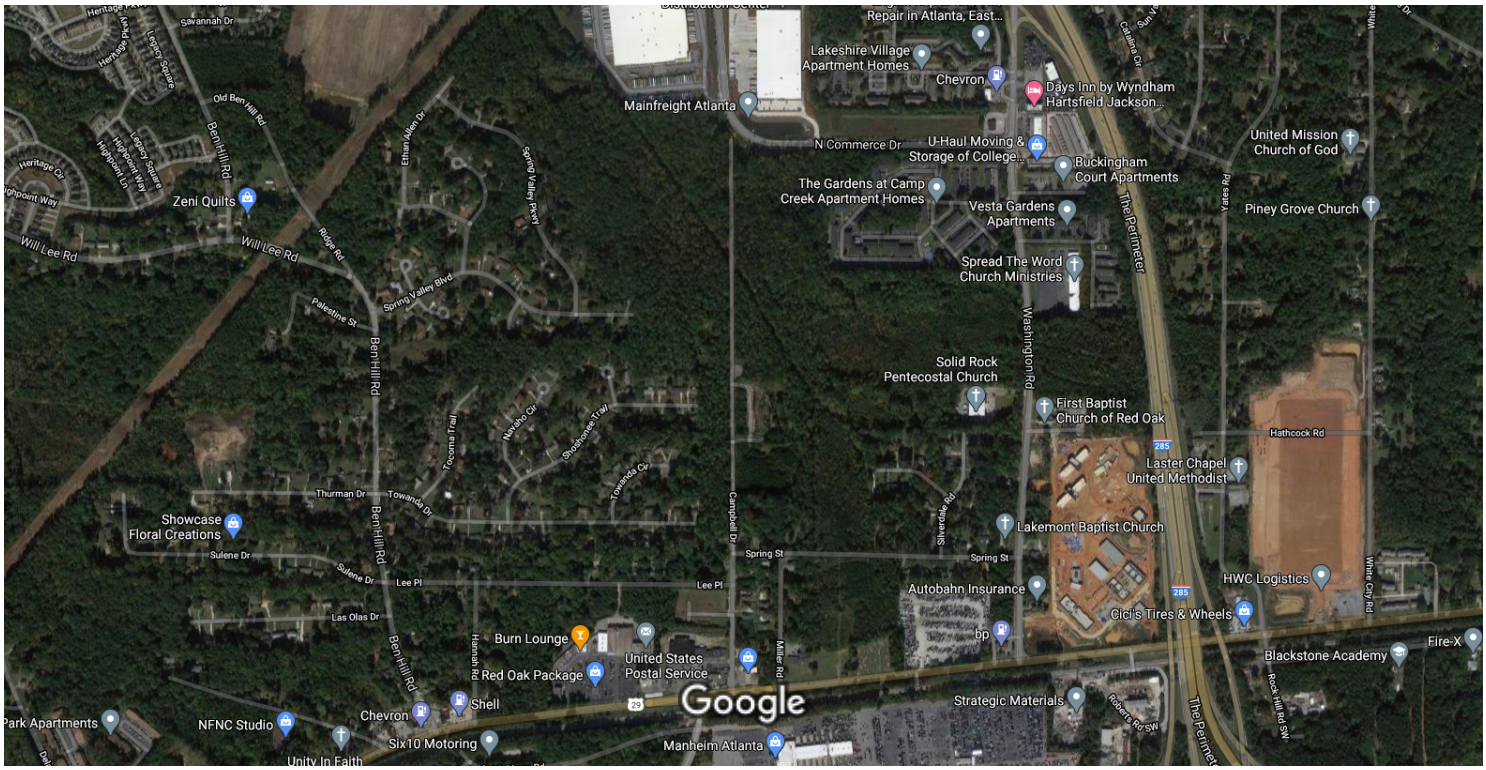
Community Live Work

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

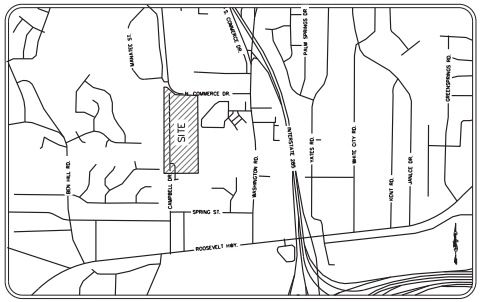


FEMA MAP

N.T.S.

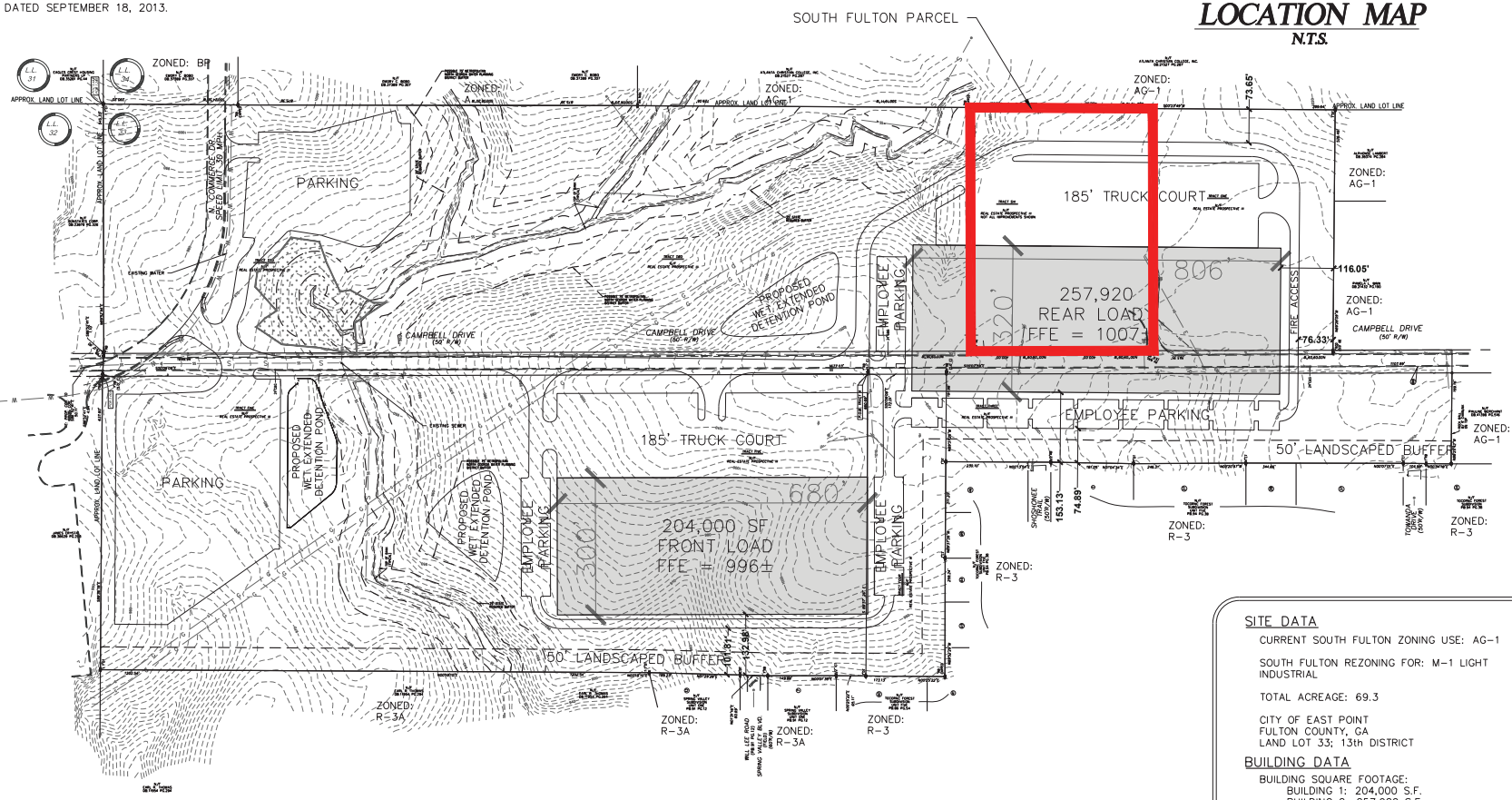
NO PORTION OF THIS PROPERTY LIES IN THE FLOOD HAZARD ZONE AE AS PER THE FULTON COUNTY F.I.R.M. NO. 13121C0363F DATED SEPTEMBER 18, 2013.

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

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

Page 153 of 1286
City of South Fulton | July 27, 2021

051222\GAXATL044028OrthoSectorTile1.jpg

© 2015, EBERLY & ASSOCIATES, INC.

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

Page 154 of 1286
City of South Fulton I July 27, 2021

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

Please think about the environment before you print this e-mail.

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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

404-313-6592
PHONE NUMBER

PETITIONER'S SIGNATURE

8 of 20

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: _____ Date: 1/21/21

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) J. Marshall Martin

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

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: 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

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
DATE:	July 27, 2021
SUBJECT:	Z21-003: Council to consider a rezoning at 4295 Roosevelt Highway for the purpose of constructing an office and zoning consolidation
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z21-003	Cover Memo	7/22/2021
Z21-003 4295 roosevelt highway staff report FINAL FOR COUNCIL 7.27.21	Cover Memo	7/22/2021

Z21-003

Rezoning
4295 & 4301 Roosevelt Highway

City Council Meeting
City of South Fulton
July 27, 2021

Z21-003: 4295 & 4301 Roosevelt Highway

- Petitioner requested a change in the proposed conditions so that they may use decorative steel on the exterior of their office building
- 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

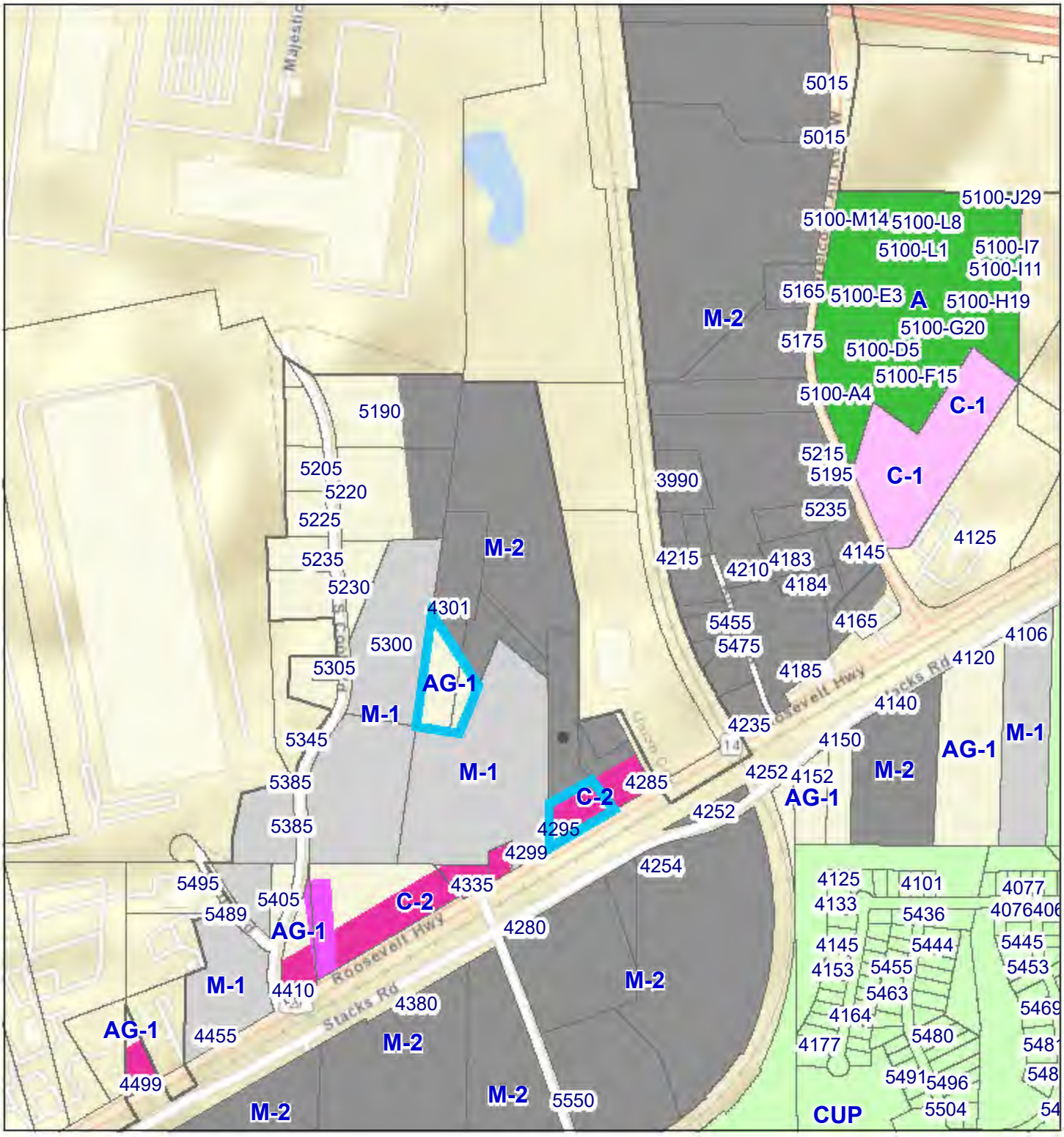
At the April 20, 2021 Planning Commission meeting, the board deferred this case until the next meeting in order for the petitioner to submit building elevations that had previously not been discussed.

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 0.1 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)

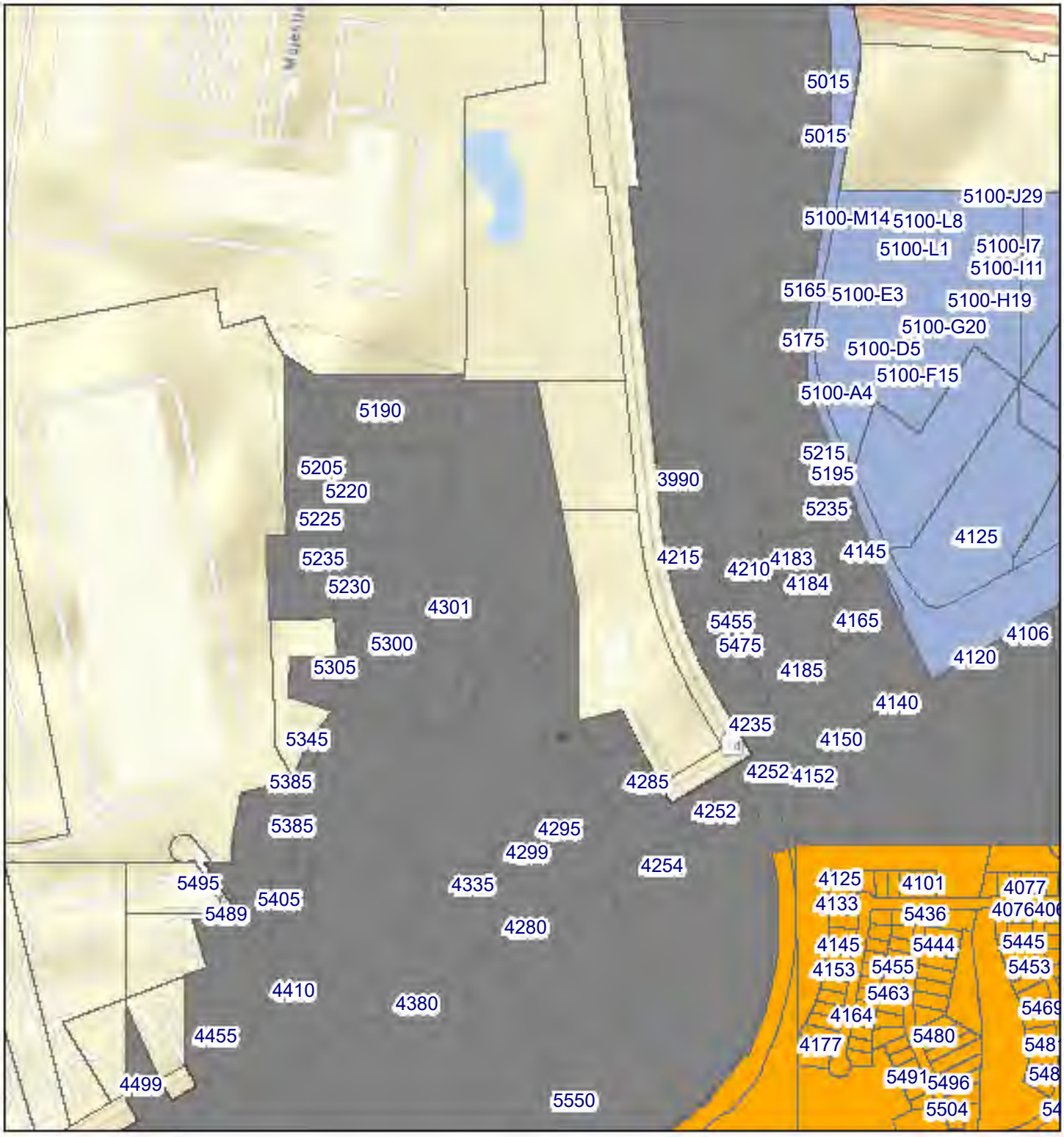
M-2 (Heavy Industrial)

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

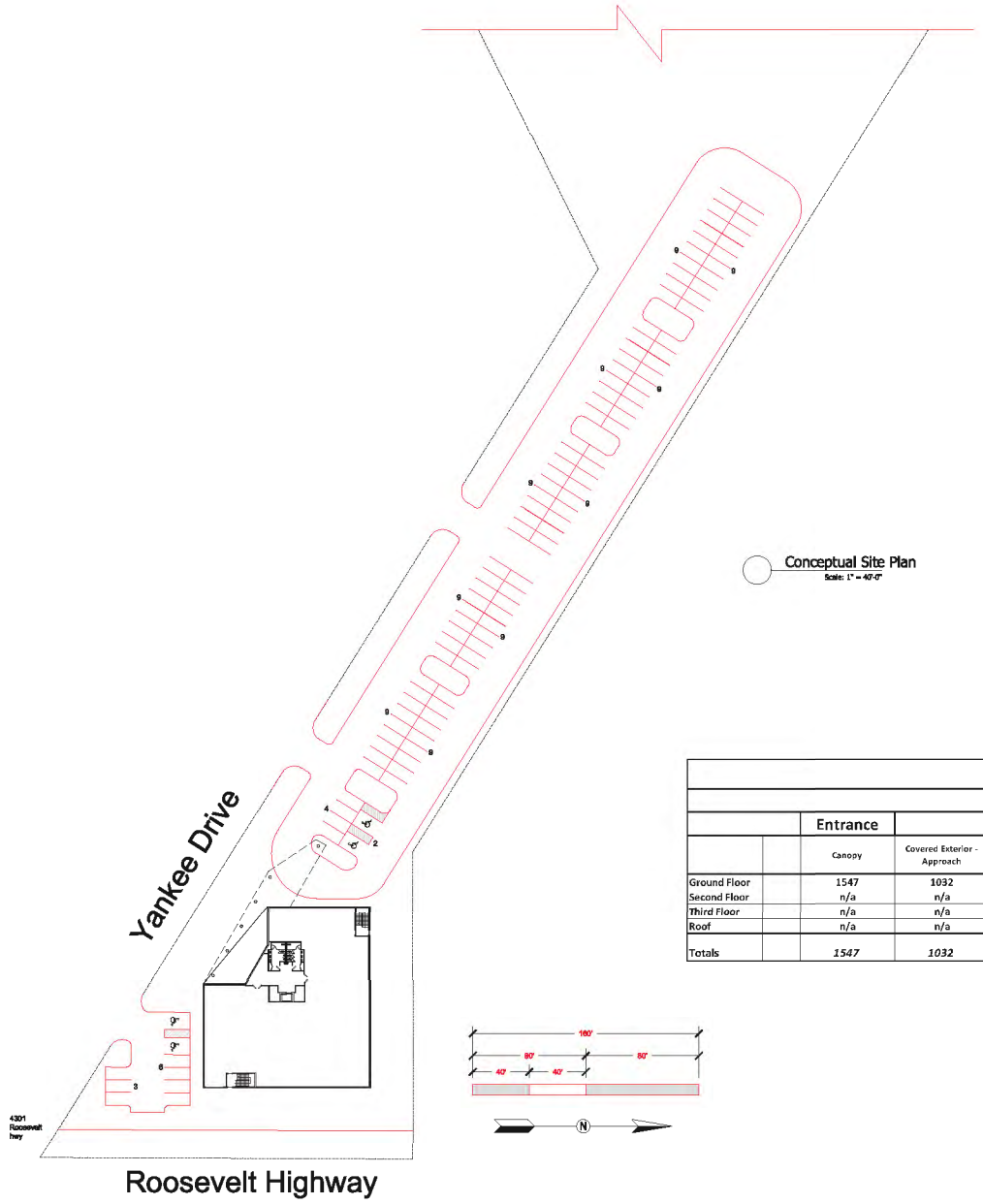
Directions Save Nearby Send to your phone Share

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



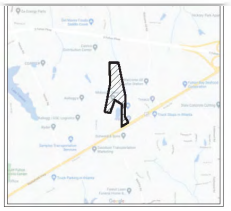
2 West - Roosevelt Hwy
Scale: 1/8" - 1'-0"

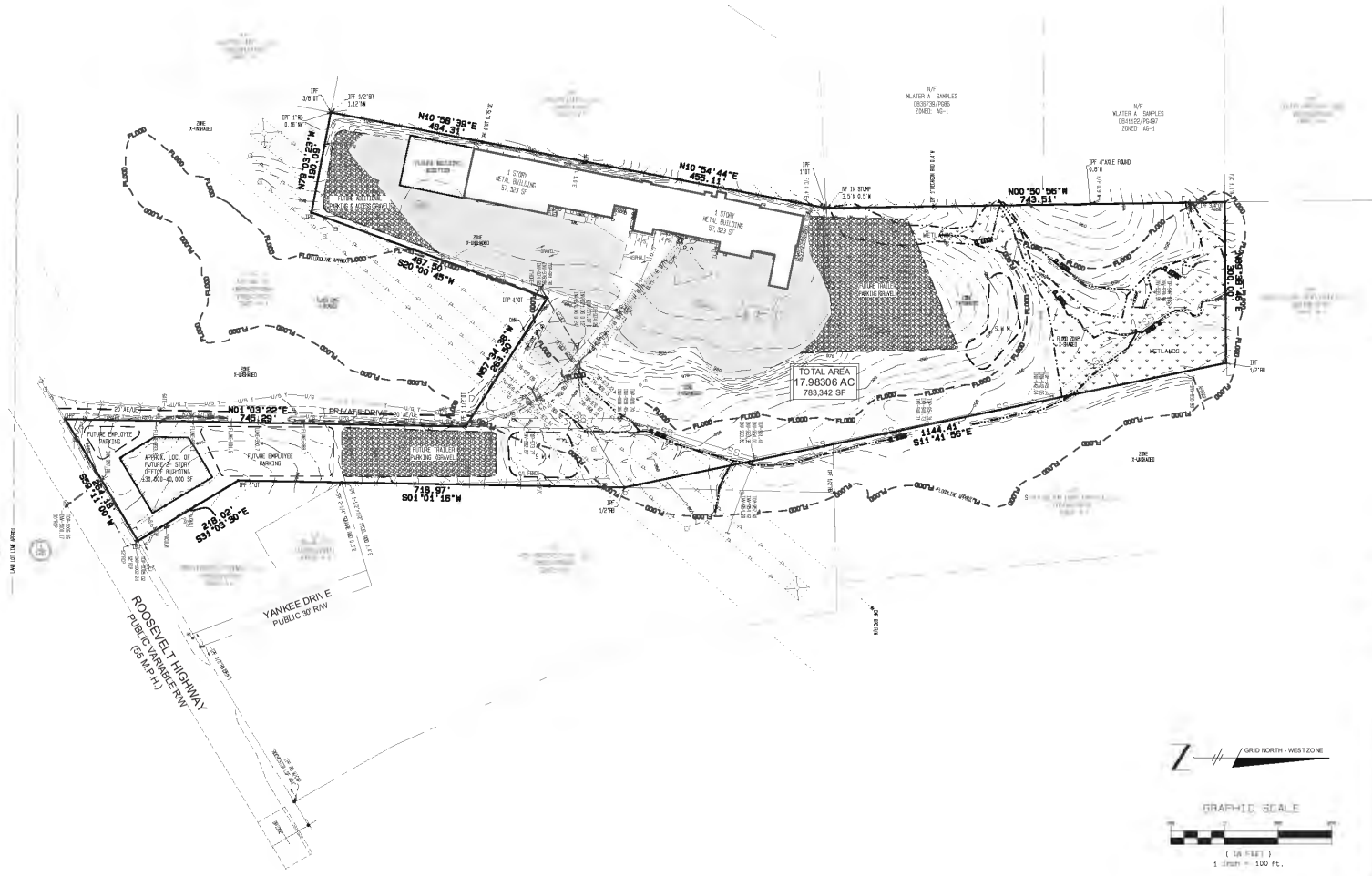


1 South Elevation - Yankee Drive
Scale: 1/8" - 1'-0"

LEGEND

A ~ ARC	(L) ~ CURVE TO THE LEFT
AC ~ ACRE(S)	LA ~ LIMIT OF ACCESS
AE ~ ACCESS EASEMENT	La ~ LENGTH OF CHORD
AGLC ~ ATLANTA GAS LIGHT COMPANY	LLL ~ LAND LOT LINE
ASP ~ ASPHALT	LP ~ LAMP POST/LIGHT POLE
BS ~ BOTTOM OF BANK	LS ~ LANDSCAPED AREA
BC ~ BACK CURB	MB ~ MAILBOX
BCE ~ 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 W/ACSD
BPF ~ BLUE PIN FLAG	MW ~ MONITORING WELL
BPM ~ BLUE PAINT MARK	NF ~ NAIL FOUND
BS ~ BOTTOM OF SLOPE	N/F ~ NOW OR FORMERLY
BSO ~ BELLSOUTH TELEPHONE CO.	OCS ~ OUTLET CONTROL STRUCTURE
BSCM ~ BELLSOUTH CABLE MARKER	OPF ~ ORANGE PIN FLAG
BSMH ~ 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
CM ~ CHAINLINK	POB ~ POINT OF BEGINNING
CMF ~ CONCRETE MONUMENT FOUND	POC ~ POINT OF COMMENCING
COF ~ CORRUGATED METAL PIPE	PM ~ POWER MANHOLE
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
DNRMB ~ DNR MONUMENT SET	RT ~ RETAINING
DR ~ DRIVE	R/W ~ RIGHT OF WAY
ES ~ ELECTRIC BOX	SF ~ SQUARE FEET
EMC ~ ELECTRIC MEMBERSHIP CORP.	SP ~ SERVICE POLE
EP ~ EDGE OF PAVEMENT	SR ~ SOLID ROD
FC ~ FACE OF CURB	SS ~ SANITARY SEWER
FO ~ FENCE CORNER	SSE ~ SANITARY SEWER EASEMENT
FDC ~ FIRE DEPARTMENT CONNECTION	S/W ~ SIDEWALK
FFE ~ FINISHED FLOOR ELEVATION	SWMH ~ STORMWATER MANAGEMENT
FH ~ FIRE HYDRANT	TELE ~ TELEPHONE LINE
FL ~ FLOW LINE	TOD ~ TOP OF DRAIN
FOCM ~ FIBRE OPTIC CABLE MARKER	TBM ~ TEMPORARY BENCHMARK
FP ~ FENCE POST	TOC ~ TOP OF CURB
FP ~ FLAG POLE	TOP ~ TELEPHONE POLE
GLMP ~ GAS LINE MARKER POST	TP ~ TRAFFIC POLE
GM ~ GAS METER	TRANS ~ TRANSMISSION
GP ~ GATE POST	TS ~ TRAFFIC SIGNAL
GV ~ GUY POLE	TSI ~ TRAFFIC SIGN
GPC ~ GEORGIA POWER COMPANY	TW ~ TOP OF WALL
GR ~ GUARD RAIL	TW ~ TEST WELL
GV ~ GAS VALVE	UG ~ 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	WSF ~ WROUGHT IRON FENCE
ICV ~ IRRIGATION CONTROL VALVE	WM ~ WATER METER
INV ~ INVERT	WV ~ WATER VALVE
IPF ~ IRON PIN FOUND	X ~ CORNER
IPS ~ IRON PIN FLAGED 1/2" RB W/ CAP	YI ~ YARD INLET
IPF ~ INTERMEDIATE REGIONAL FLOOD	YPF ~ YELLOW PIN FLAG
JB ~ JUNCTION BOX	YPM ~ YELLOW PAINT MARK





SITE PLAN

FOR

MIDSOUTH STEEL

LAND LOT 126 ~ DISTRICT 9F

CITY OF SOUTH FULTON,

FULTON COUNTY, GEORGIA

GEORGIA PROFESSIONAL ENGINEER No. 19206 REGISTERED DAVID R. COOK 02/08/2021

GSWCC LEVEL II CERTIFICATION NO. 13801

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) 381-6198

FAX: (770) 693-8870

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

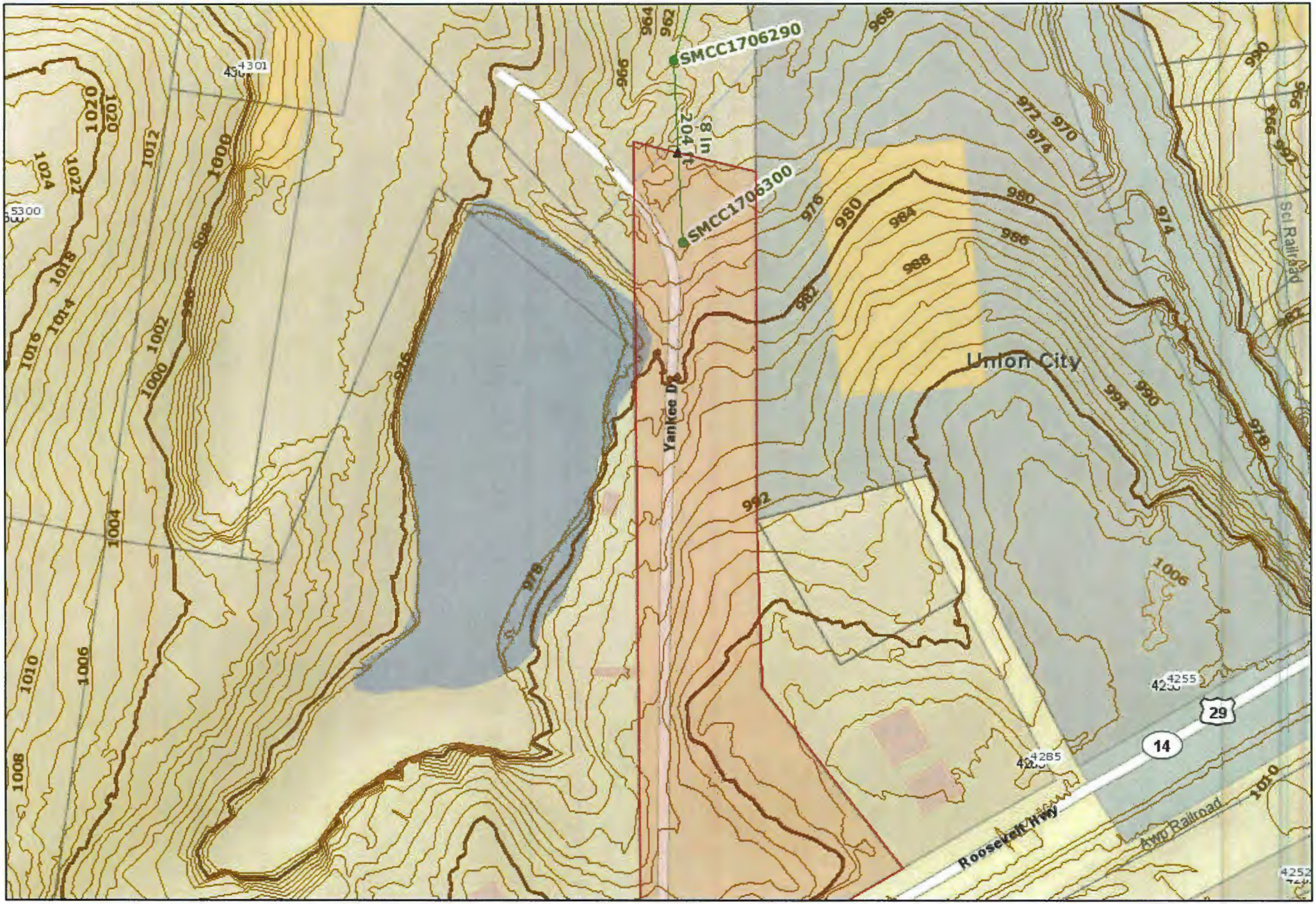
Date: 4/10/2021

Map Size: 8.5x11 (LETTER)

Fulton County provides access 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 thesa data, stated or implied, and expressly disclaims 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 access to 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 has advised on the possibility of such losses.

N

Prepared By:
GIS Section
Water Resources Department
Fulton County Government

LEGEND
ROOSEVELT HIGHWAY
PUBLIC V'SHALE RW
(55 M.P.H.)
YANKEE DRIVE
PUBLIC ST RW
FLOOD
FLOOD
FLOOD

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 10 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 19 2021

Z21-003

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

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.

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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

PETITIIONER'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

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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

21-003

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.

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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

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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:

Hubert 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:
7/12/2005

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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Deed Book 40297 Pg 191

Apr 25 03 09:34a Spalding Land 770 649 1381 p.5

[redacted]

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.....

221-203

FEB 19 2021

Deed Book 40297 Pg 192

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.

Deed Book 40297 Pg 193
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

221-053

FEB 19 2021

Apr 25 03 09:35a Spalding Land 770 649 1381 p.7

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

   221-003

   c. Streams/stream buffers

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

   FEB 19 2021

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

Z21-003

FEB 19 2021

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.

21-003

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

22-OP3 FEB 19 2021

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 MEETING AS WELL AS ZOOM MEETING ACCESS.

Attach additional sheets as needed.

FEB 19 2021

Z21-003

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
DATE:	July 27, 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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z21-004	Cover Memo	7/22/2021
Z21-004 and CV21-005 staff report FINAL FOR COUNCIL 7.27.21	Cover Memo	7/22/2021

Z21-004
CV21-005

Rezoning and Concurrent Variance
o Yates Rd.

City Council Meeting
City of South Fulton
July 27, 2021

Z21-004 & CV21-005: 0 Yates Rd.

- No changes from the Zoning Hearing
- 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.

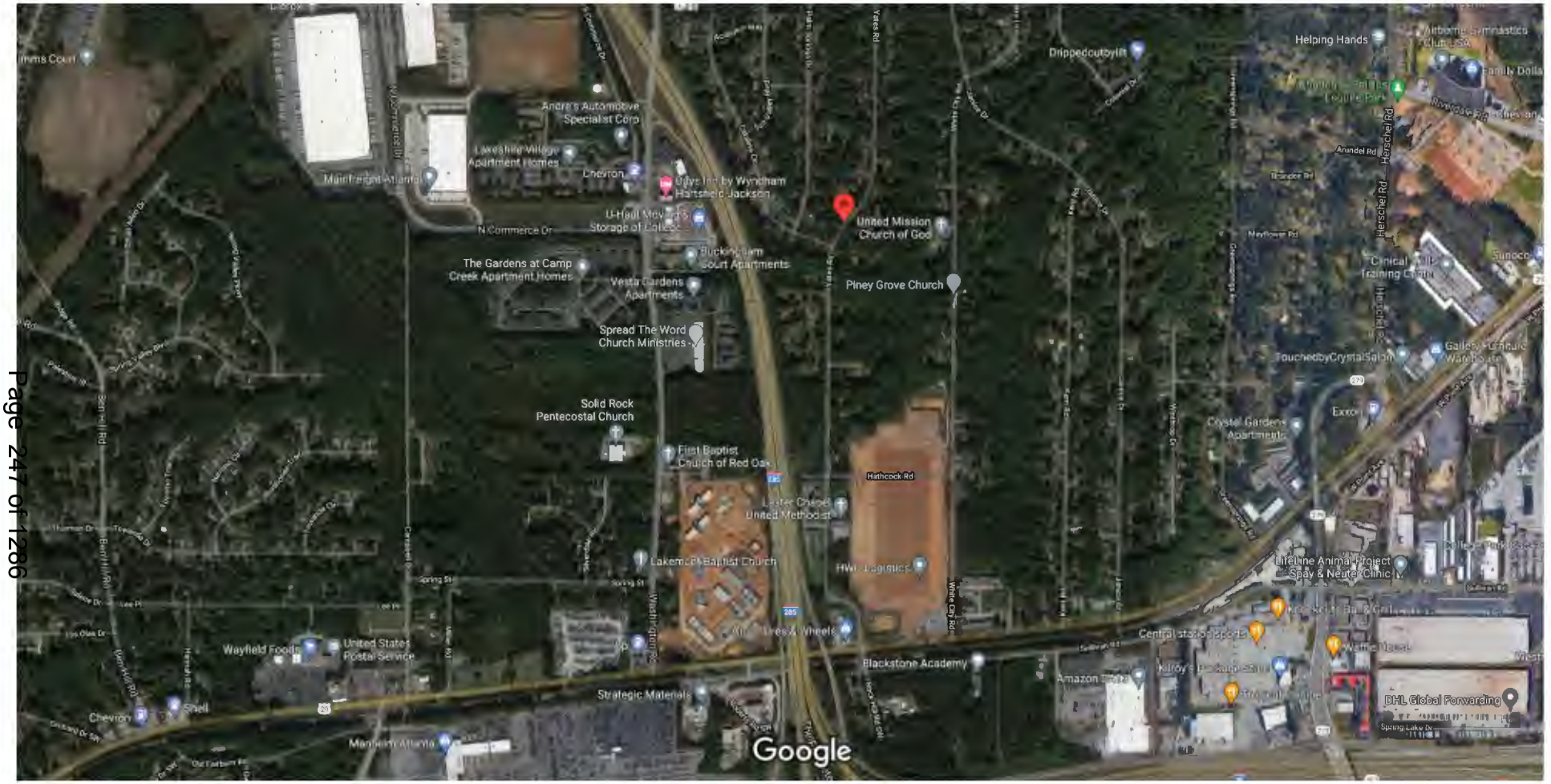
PLANNING COMMISSION RECOMMENDATION

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

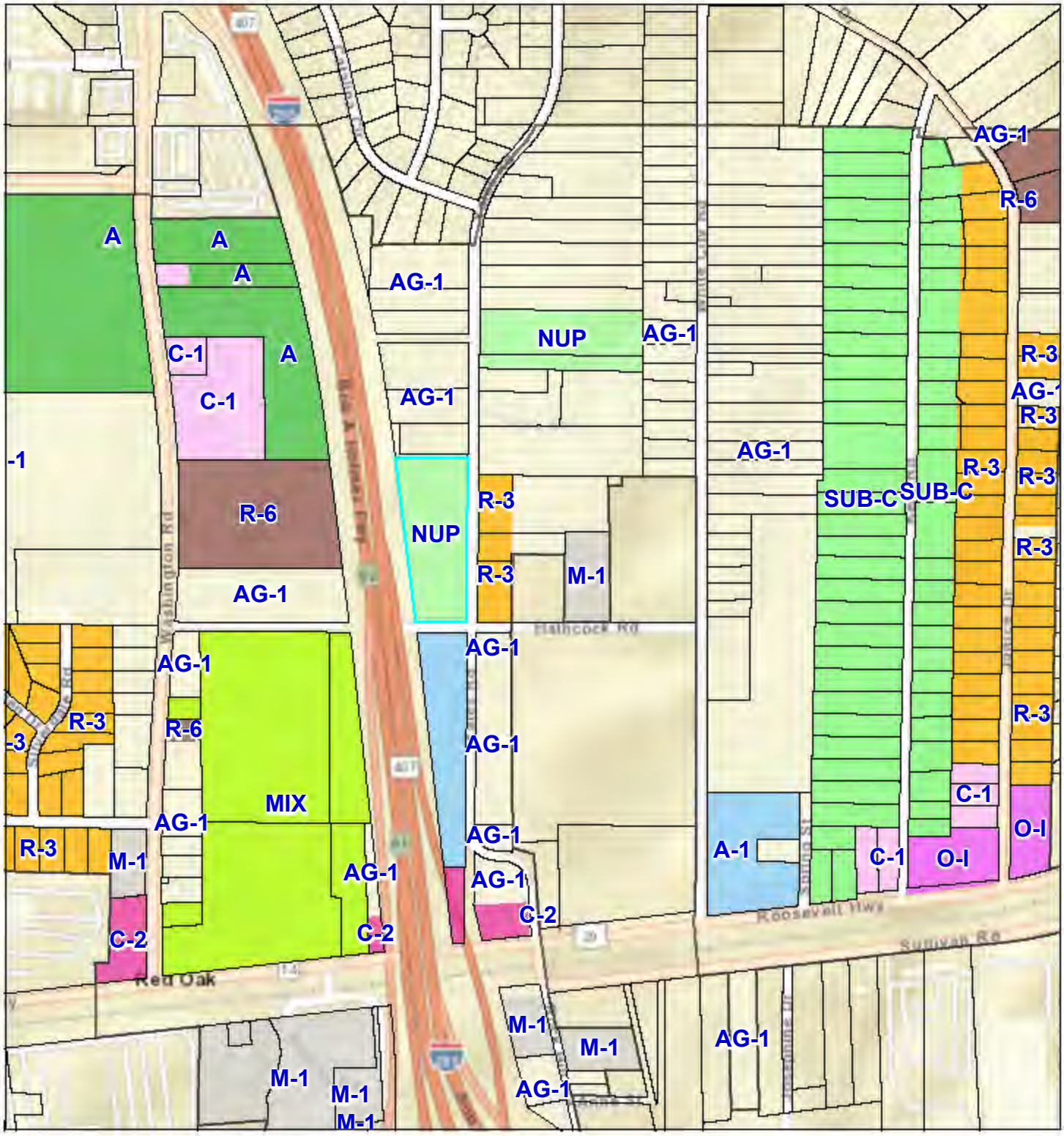
Google Maps Yates Rd



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

City of South Fulton I July 27, 2021

COSF ArcGIS Web Map



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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)

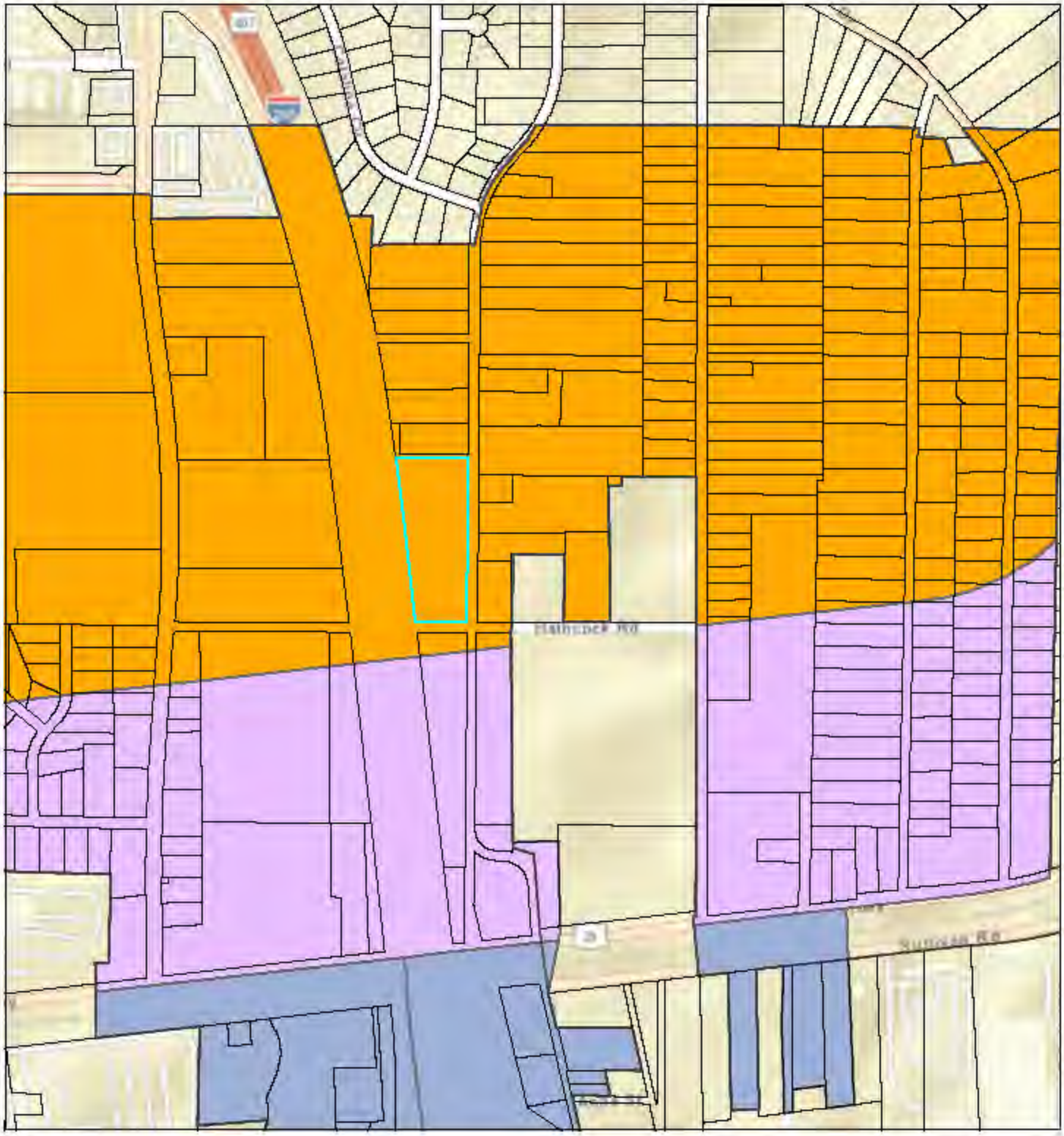
R-3 (Single Family Dwelling)

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:

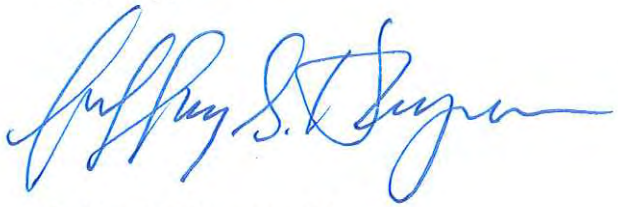
1. Amended site plan dated June 3, 2021. The amended site plan arranges the site in a manner that increases the open/green space while increasing a unit count from 114 to 120, changes the bedroom count slightly and also increases total proposed on-site parking from 151 spaces (original application) to 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

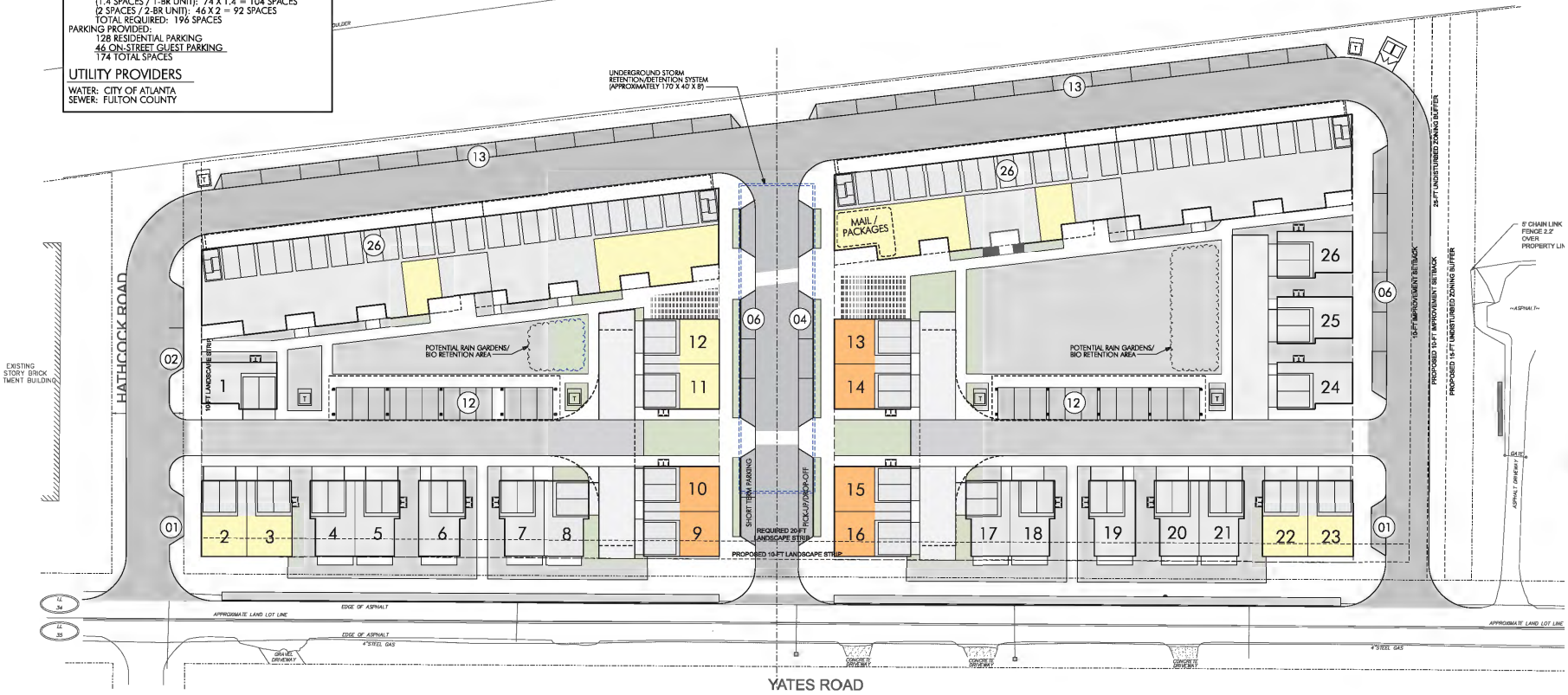
CIVIL ENGINEER
ANTONIO SAMPLE
EBERLY & ASSOCIATES, INC.
2951 FLOWERS ROAD SOUTH
SUITE 119
ATLANTA, GA 30341
(770) 452-7549
ASAMPLE@EBERLY.NET

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

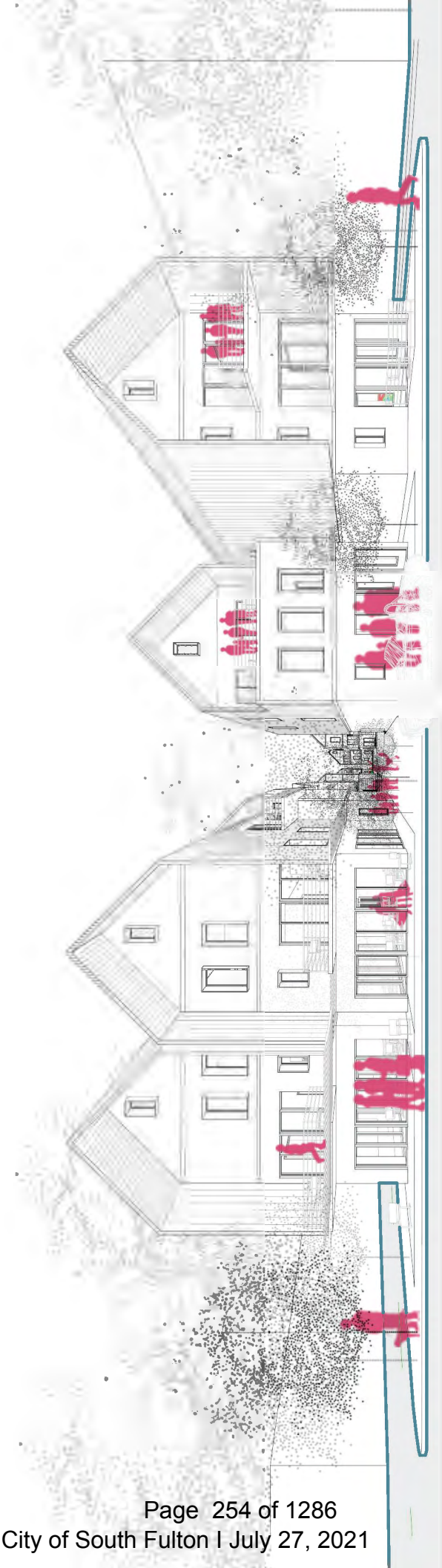
EBERLY & ASSOCIATES

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 July 27, 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

Open Share Copy link Download Delete Copy to Previous 2 of 4 Next

MARCH 30 ZOOM CHAT

chat.txt

```
1   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?
2   19:30:57    From  Dr. Jones : Not this project, but do you know if there are any future projects on these roads
3   19:31:37    From  K. Robinson : Do you know what kind of retailers will be coming into the development?
4   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
5   19:33:37    From  Dr. Jones : Will this sit on Hathcock Road or more on Yates Road? Any employment opportunities
6   19:33:39    From  Rich Yun : hi, what about the land on washinton rd?
7   19:33:57    From  Linnie Grier : are you going to put a round about on yates  road they have a lot of accidents there
8   19:34:59    From  Rich Yun : The land is next to the Atl Job corp
9   19:35:24    From  Linnie Grier : By the tires shop?
10  19:37:38    From  K. Robinson : and the railroad is kinda off to the side
11  19:37:49    From  Dr. Jones : its at Sullivan road
12  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
13  19:39:05    From  Dr. Jones : Great idea!
14  19:39:12    From  Rich Yun : that I had question
15  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
16  19:40:55    From  Dr. Jones : When is groundbreaking?
17  19:43:01    From  Dr. Jones : I think its attractive and great idea for making the area more pleasant
18  19:48:27    From  Rich Yun : please send me email to realty@7globe.com
19  19:48:34    From  Rich Yun : thank you guys
20
```

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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BolsterREP.com

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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

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

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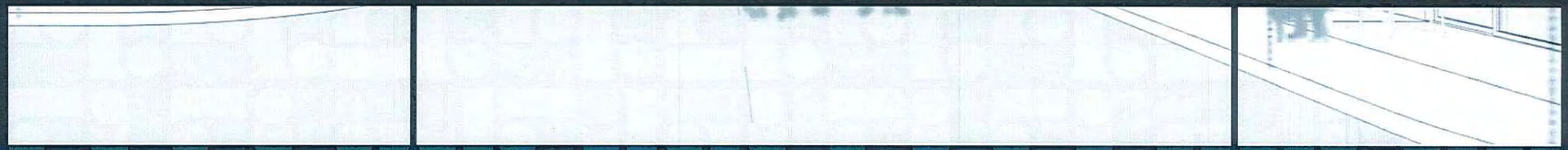
Company Overview	20
Meet Our Team	22



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City of South Fulton | July 27, 2021

PROJECT DETAILS



PROJECT OVERVIEW

PROJECT FACTS:

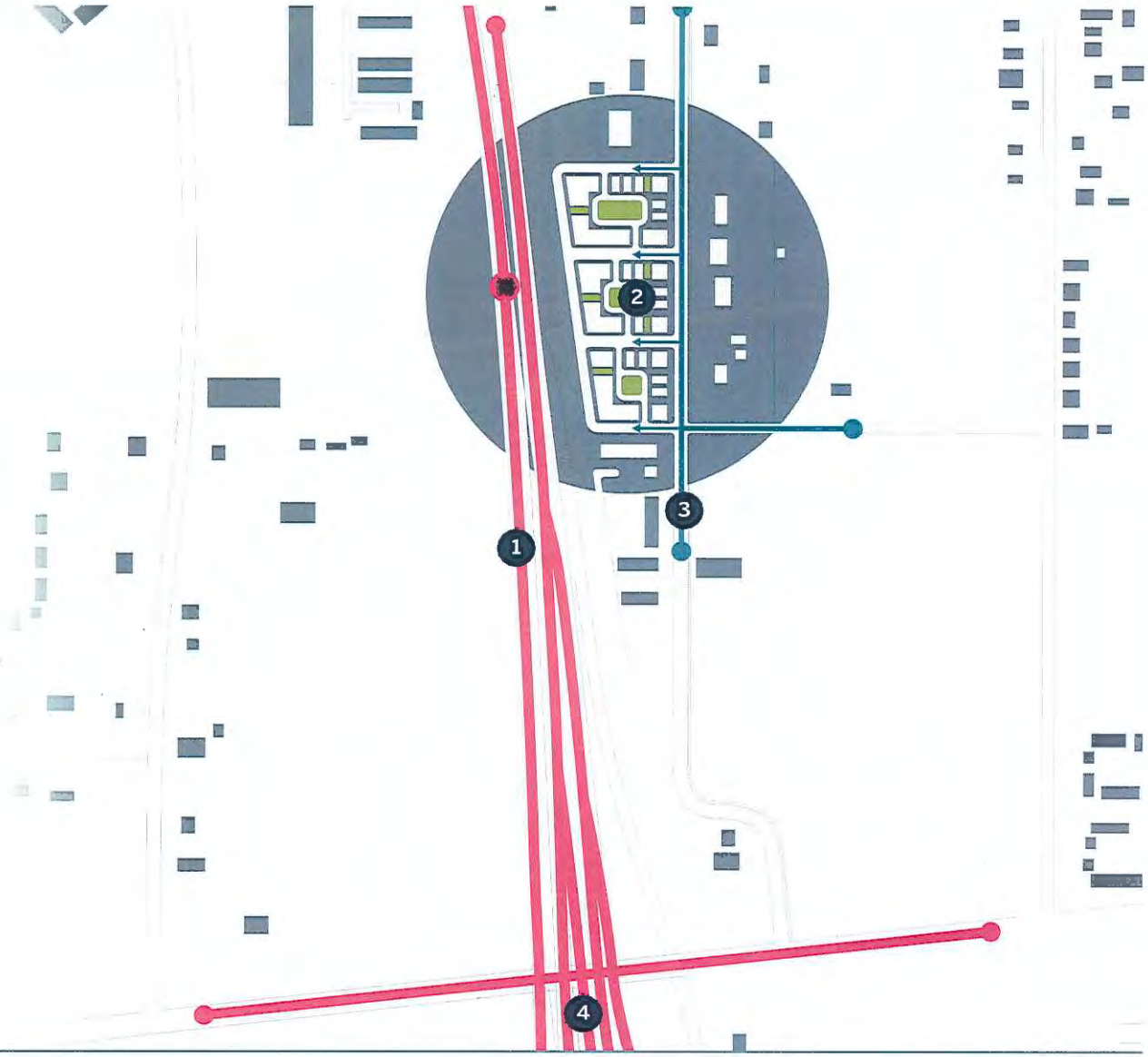
Address: I-285 and Yates Rd., South Fulton, GA
Site Area: 4.5 Acres
Units: 114 Units
Average Square Footage: 958 SF/Unit



SITE LOCATION

LEGEND:

1. I-285
2. Project Location
3. Yates Rd.
4. I-85 and I-285 Junction



SITE PLAN

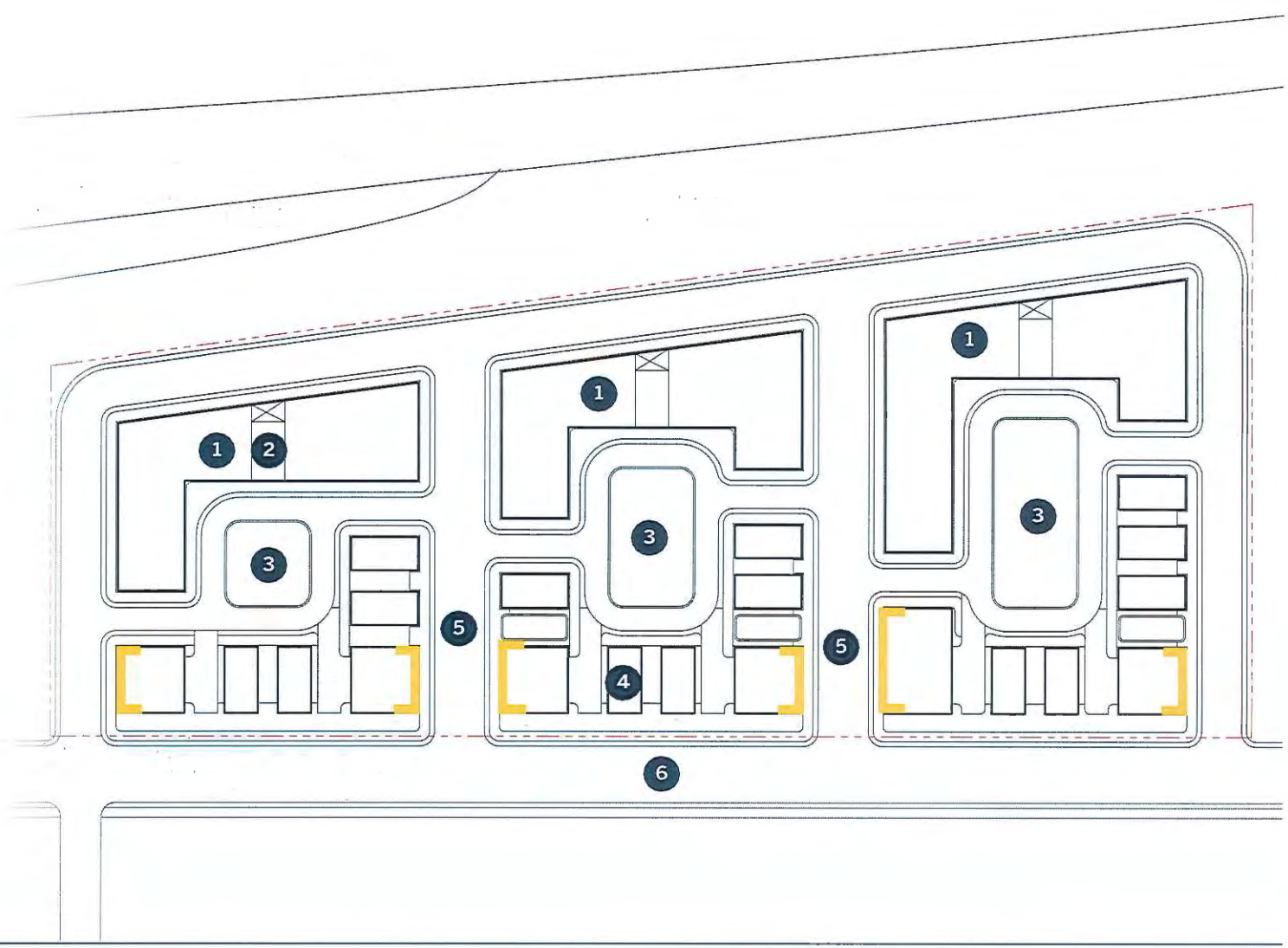
LEGEND:

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



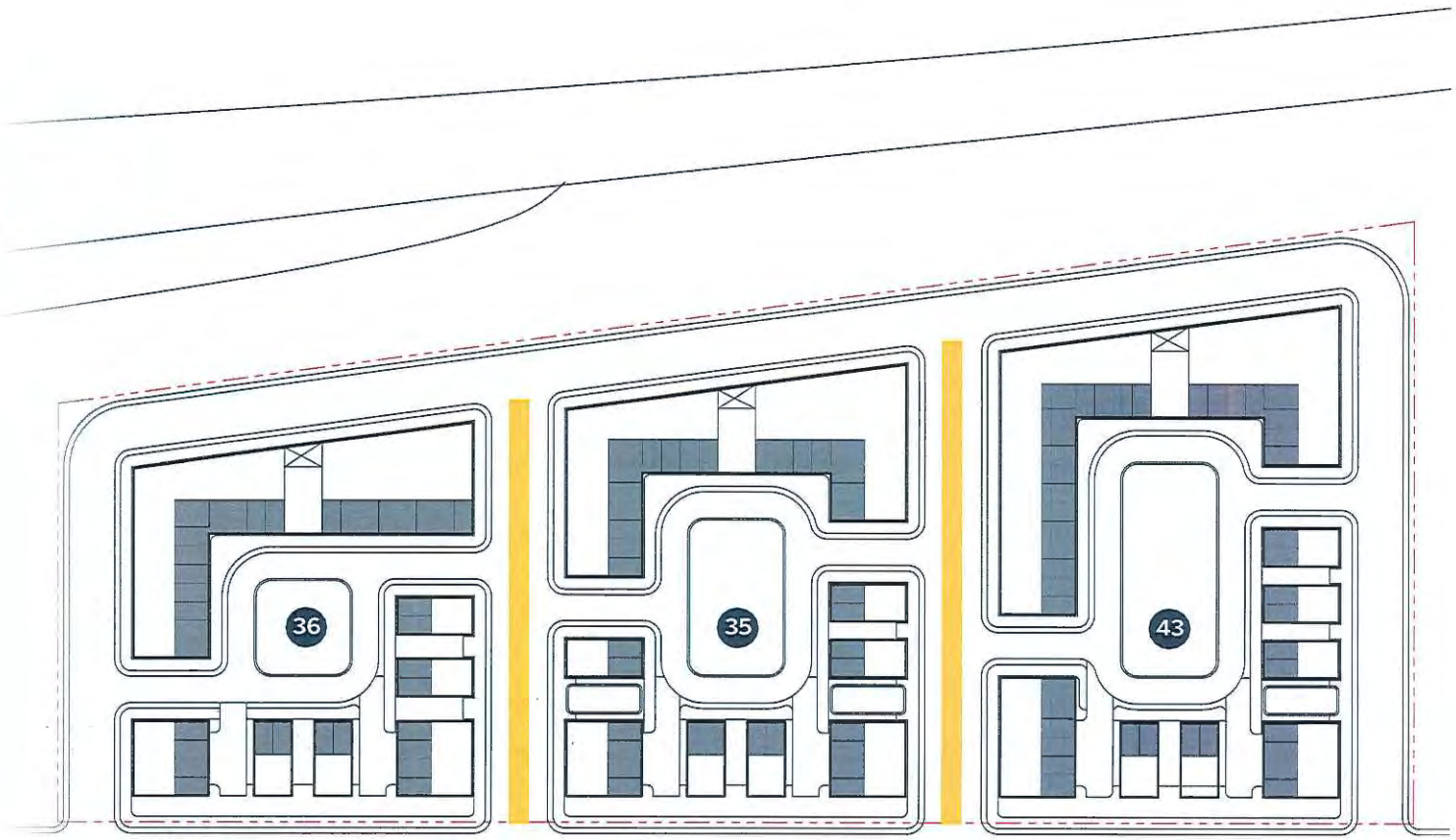
PARKING DIAGRAM

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.



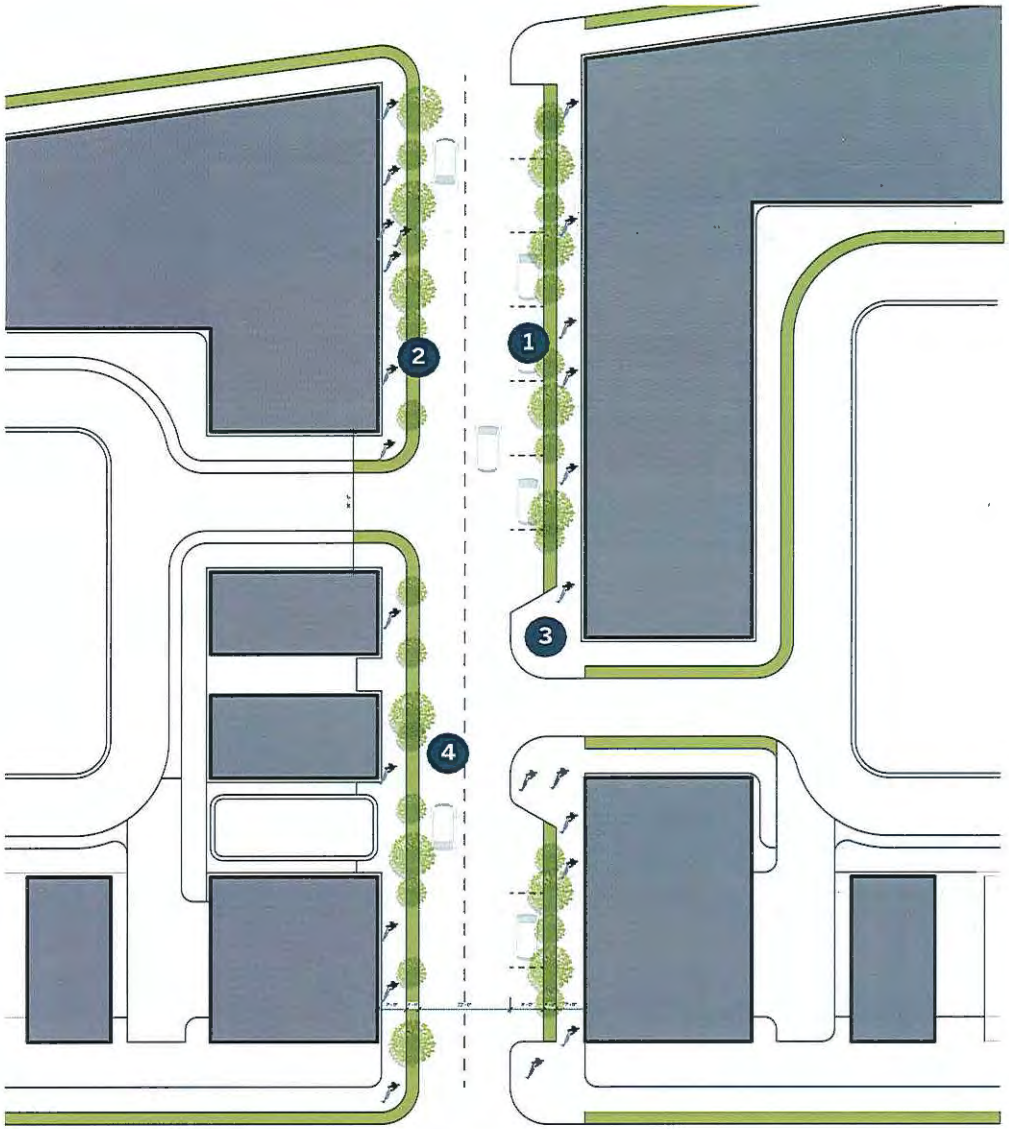
Potential Additional Parking:

More parking spaces could be gained by reclaiming some portion of the green spaces.



Guest Parking:

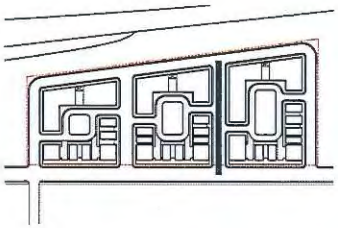
Guest parking will be distributed throughout the site.



STREET PLAN

LEGEND:

1. Extra On-Street Parking
2. Planting Zone
3. Safe Pedestrian Sidewalks
4. Two-way Carriage Way

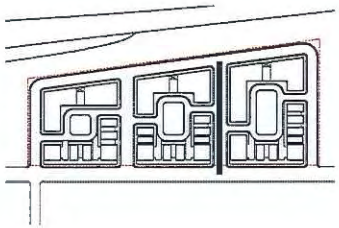


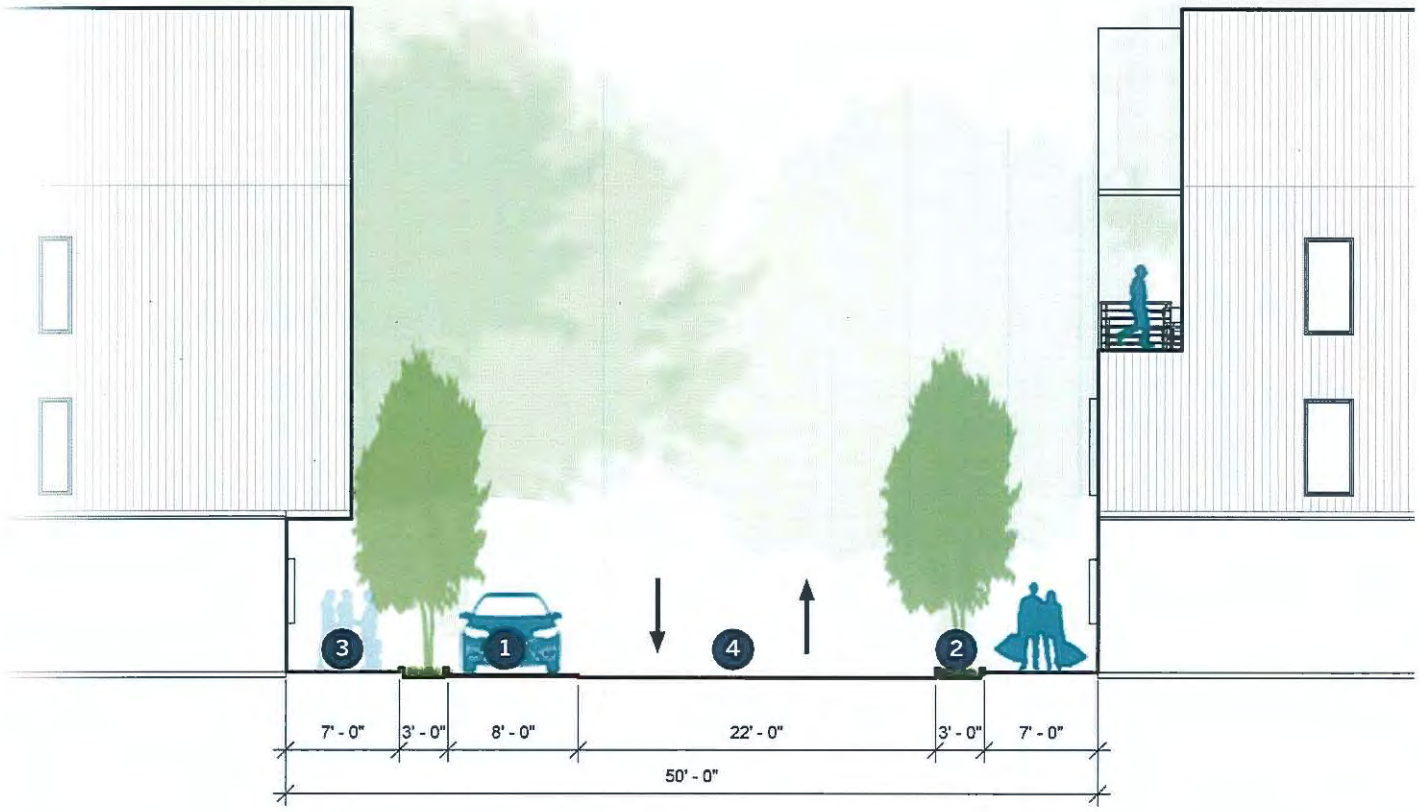
0 30

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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City of South Fulton I July 27, 2021

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.

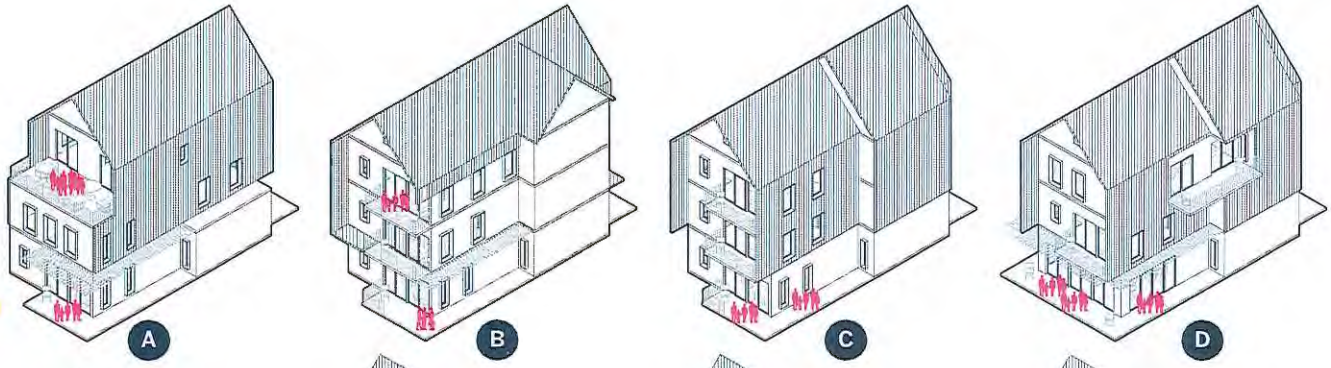


Wellness Center:

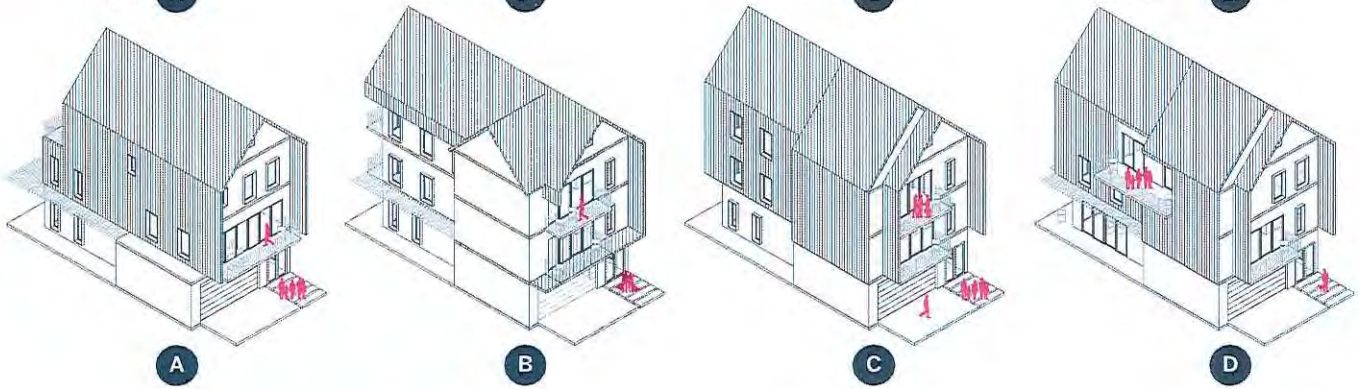
Fitness and wellness programming for seniors and the community.

FLEXIBLE DESIGNS

04
FRONT
TOWNHOMES



04
BACK
LIFESTYLE



FLEXIBLE UNIT PLANS

02

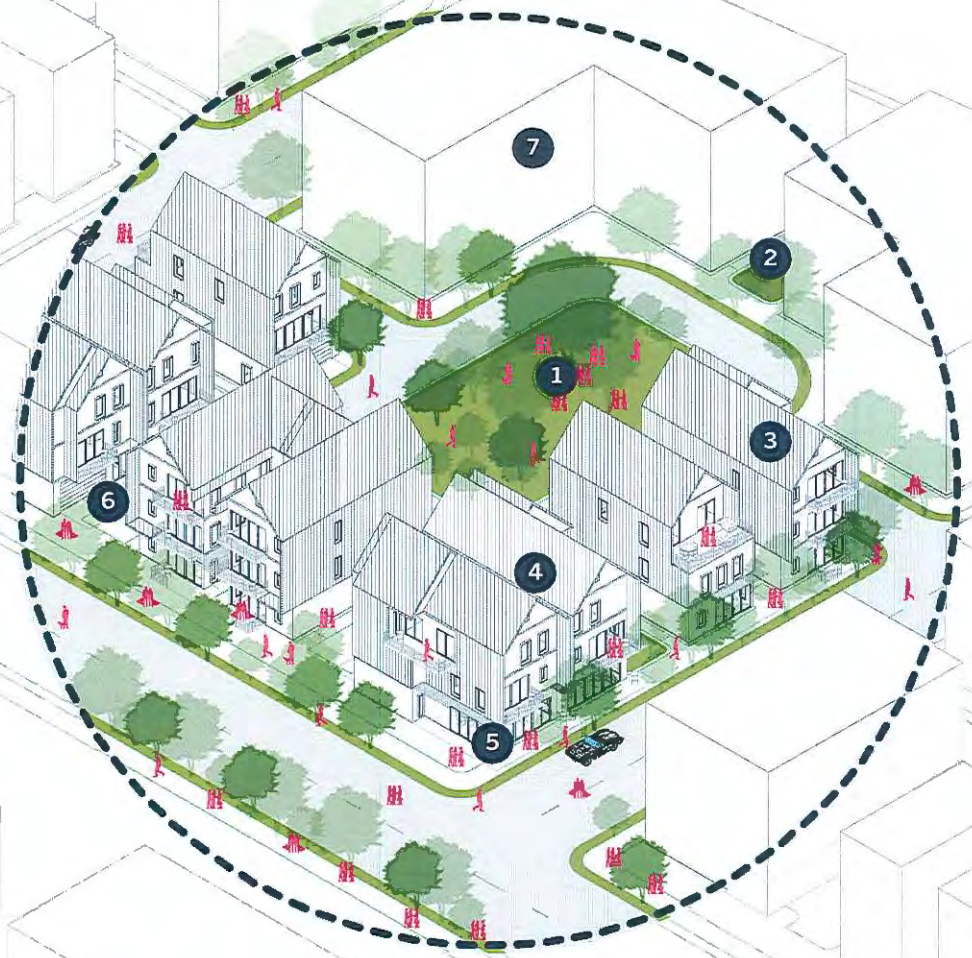
COVERED PARKING SPACES



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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City of South Fulton I July 27, 2021



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 | July 27, 2021

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DESIGNED FOR DIGNITY



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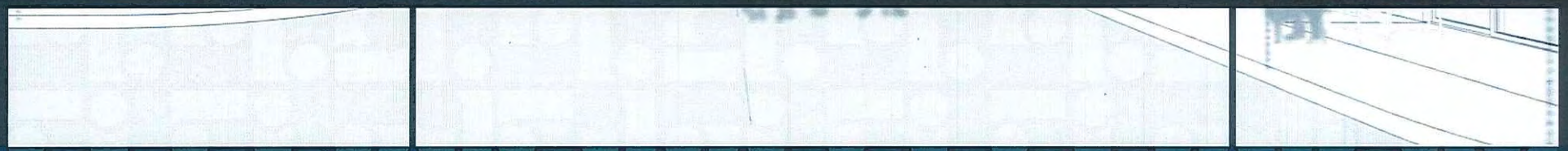
COMPANY OVERVIEW



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 CONSTRUCTION	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

NOTARY PUBLIC COBB COUNTY, GEORGIA APRIL 2, 2022

Sworn to and subscribed before me this the

22nd Day of March 20 21

Jeffrey R. Taylor
NOTARY PUBLIC

225-288-9135
PHONE NUMBER

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

Atlanta, GA 30309
CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

jhaymore@dillardsellers.com
EMAIL ADDRESS

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 described 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, 20 21
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

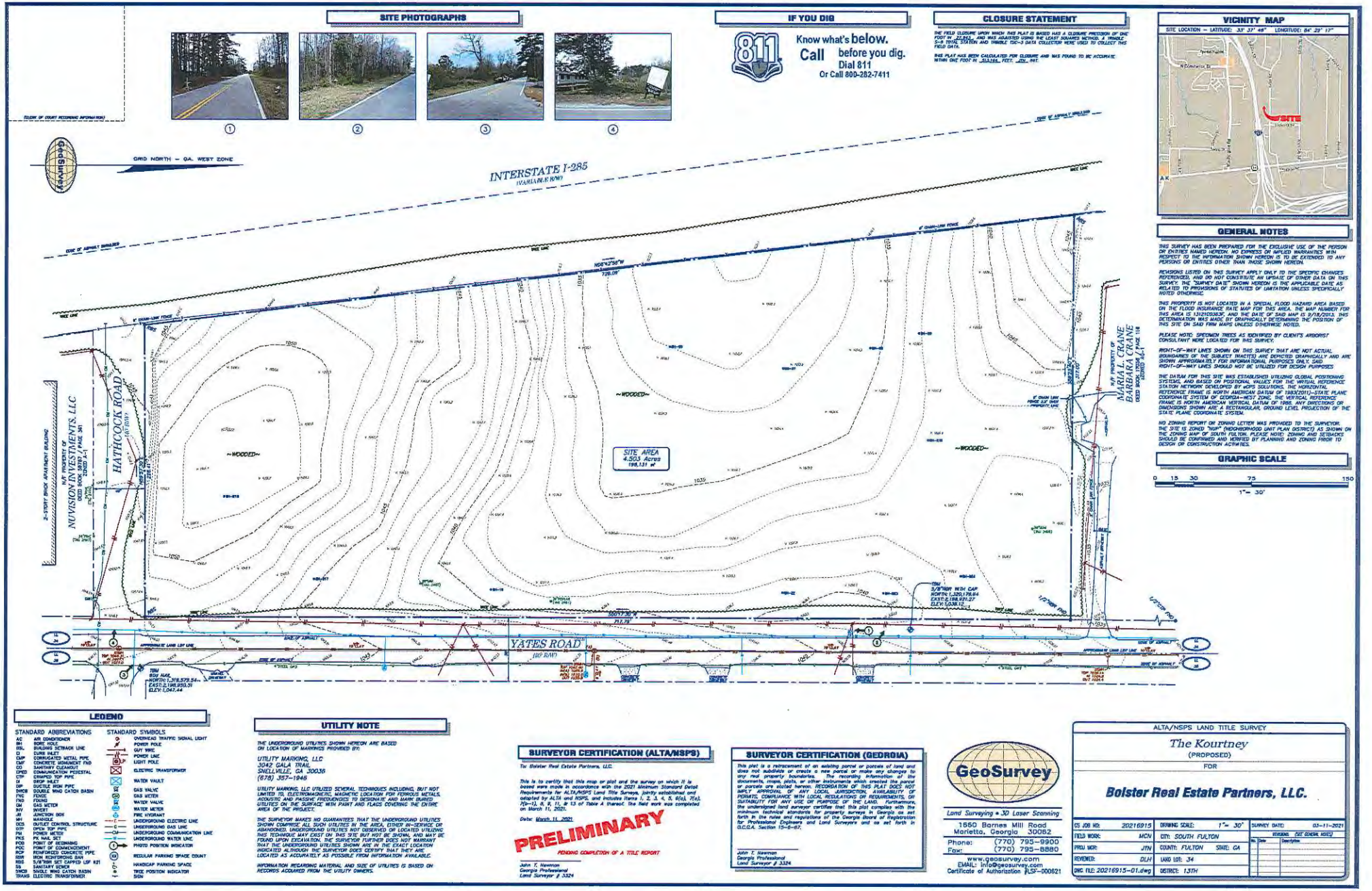
ITEM # 4

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
Know what's below. Call before you dig. Dial 811 Or Call 800-282-7411
CLOSURE STATEMENT
VICINITY MAP
GRID NORTH – GA. WEST ZONE
INTERSTATE I-285
HATHCOCK ROAD
YATES ROAD
NUVISION INVESTMENTS, LLC
M.F. PROPERTY OF MARIA L. CRANE BARBARA CRANE
SITE AREA 4.503 Acres 196,131 sf
~WOODED~
GENERAL NOTES
GRAPHIC SCALE
0 15 30 75 150
1" = 30'
LEGEND
STANDARD ABBREVIATIONS
STANDARD SYMBOLS
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
SURVEYOR CERTIFICATION (ALTA/NSPS)
SURVEYOR CERTIFICATION (GEORGIA)
PRELIMINARY
PENDING COMPLETION OF A TITLE REPORT
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'
SURVEY DATE: 03-11-2021
FIELD WORK: MCN
CITY: SOUTH FULTON
PROJ MGR: JTN
COUNTY: FULTON
STATE: GA
REVISIONS: SEE GENERAL NOTES
REVISED: DLH
LAND LOT: 34
DISTRICT: 13TH
DWG FILE: 20216915-01.dwg

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 GEORGIA EXPIRES 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=60&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".

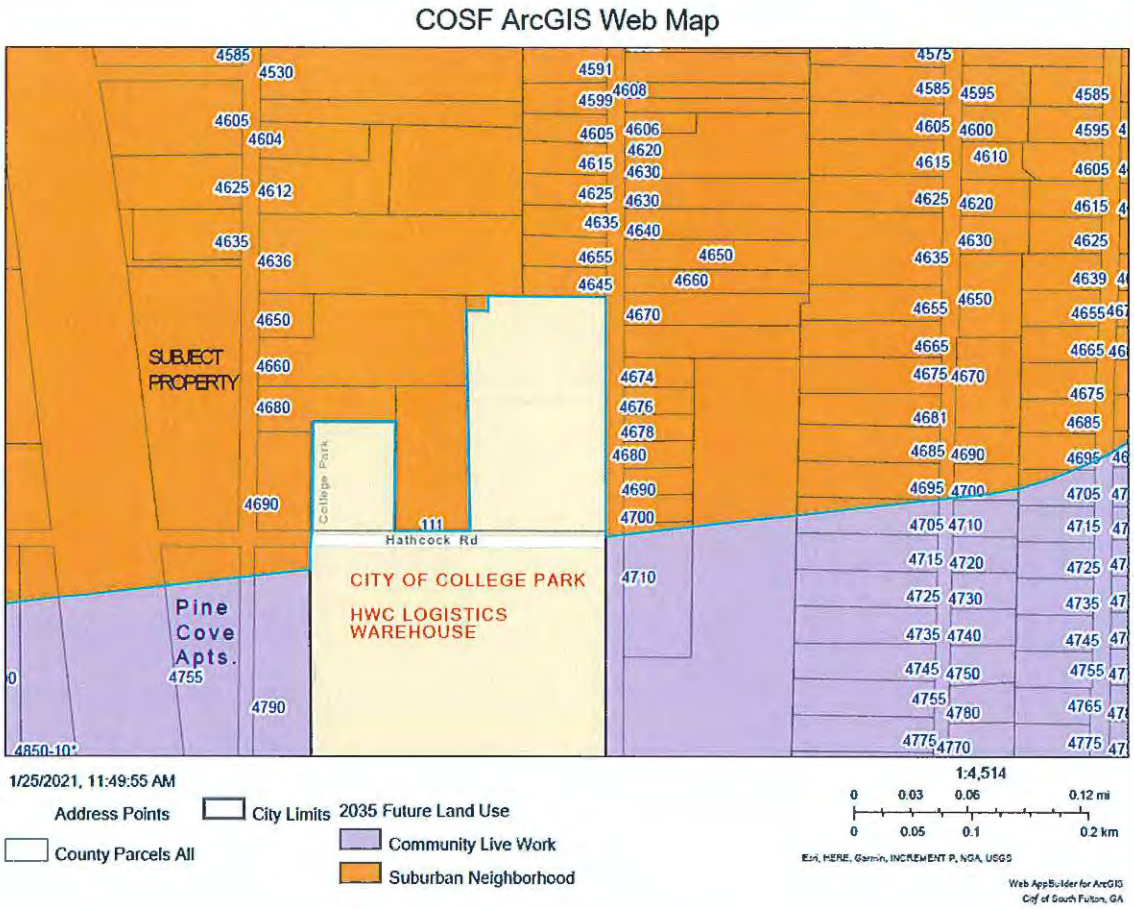
[8] In fact, page 10 of the Fulton Comprehensive Plan is clear that it *"was written to guide Fulton County's vision for Unincorporated Fulton County."* (Emphasis supplied).

[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.



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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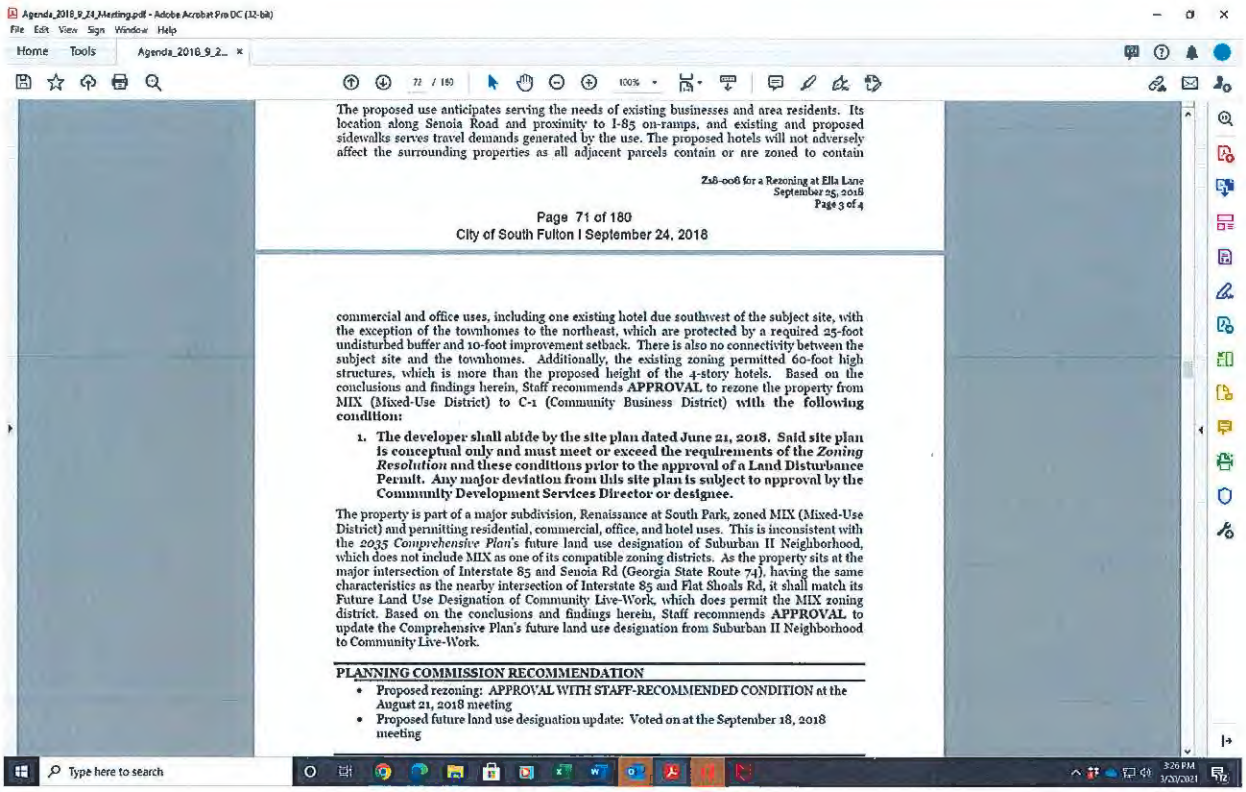
[10] Juxtaposed, see *City of Atlanta v. TAP*, 273 Ga. 681, 682 (2001) (noting that in Atlanta's Zoning Code, rezoning of property must be consistent with the land use plan in its Comprehensive Development Plan

[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

ZS8-006 for a Rezoning at Ella Lane
September 25, 2018
Page 3 of 4

Page 71 of 180
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

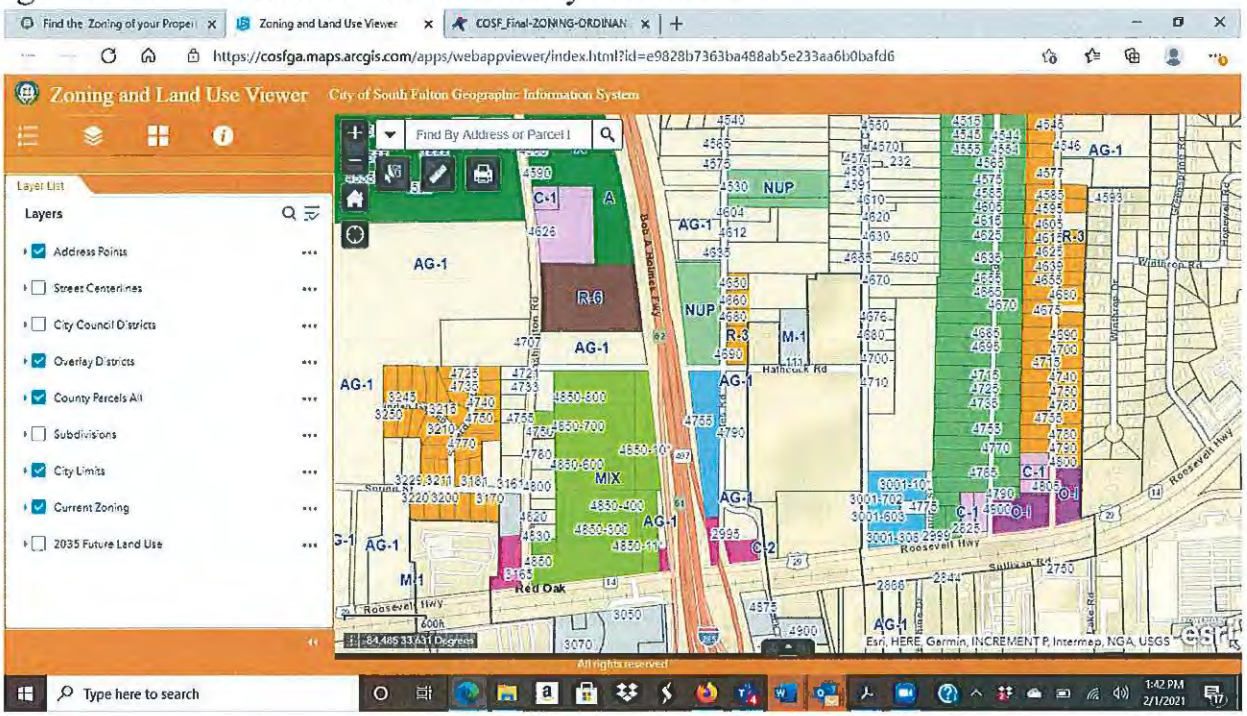
1. The existing land uses and zoning classification of nearby property

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

---

[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

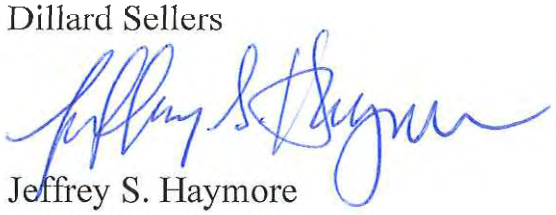
The Applicant further objects on the grounds or relevancy, hearsay, lack of foundation, speculation, opinion, vague, argumentative and all other applicable evidentiary objections to statements made at the public hearings and to documents submitted before or at the public hearings where such statements 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,

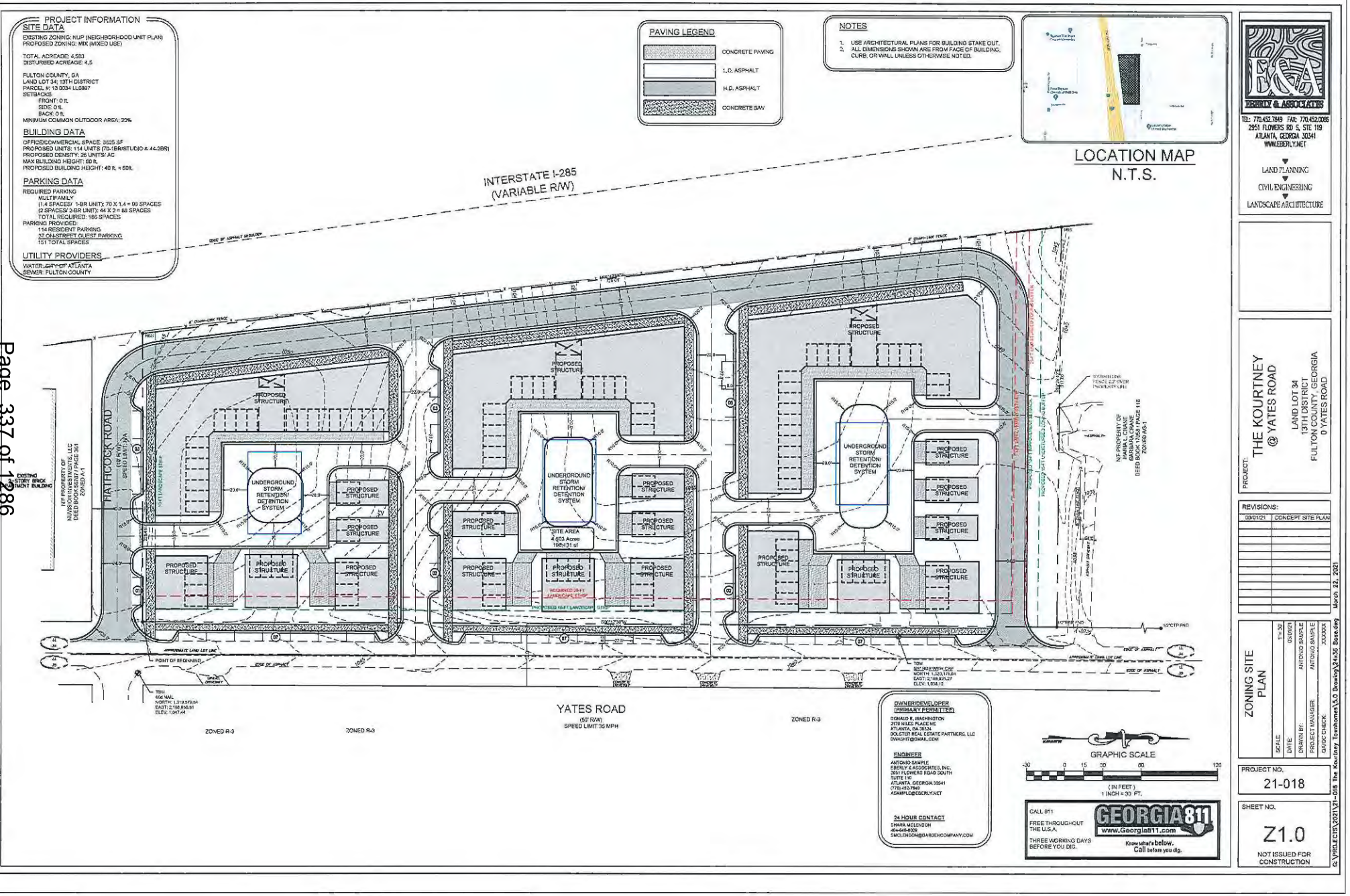
Dillard Sellers



Jeffrey S. Haymore

Item # 7: Site Plan

E-mailed as separate pdf with electronic filing



EBERLY & ASSOCIATES
TEL: 770.452.7949 FAX: 770.452.0086
2951 FLOWERS RD S, STE 119
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

G:\PROJECTS\2021\21-018 The Kourtney Townhomes\1.0 Drawing\24x36 Boards.dwg March 23, 2021

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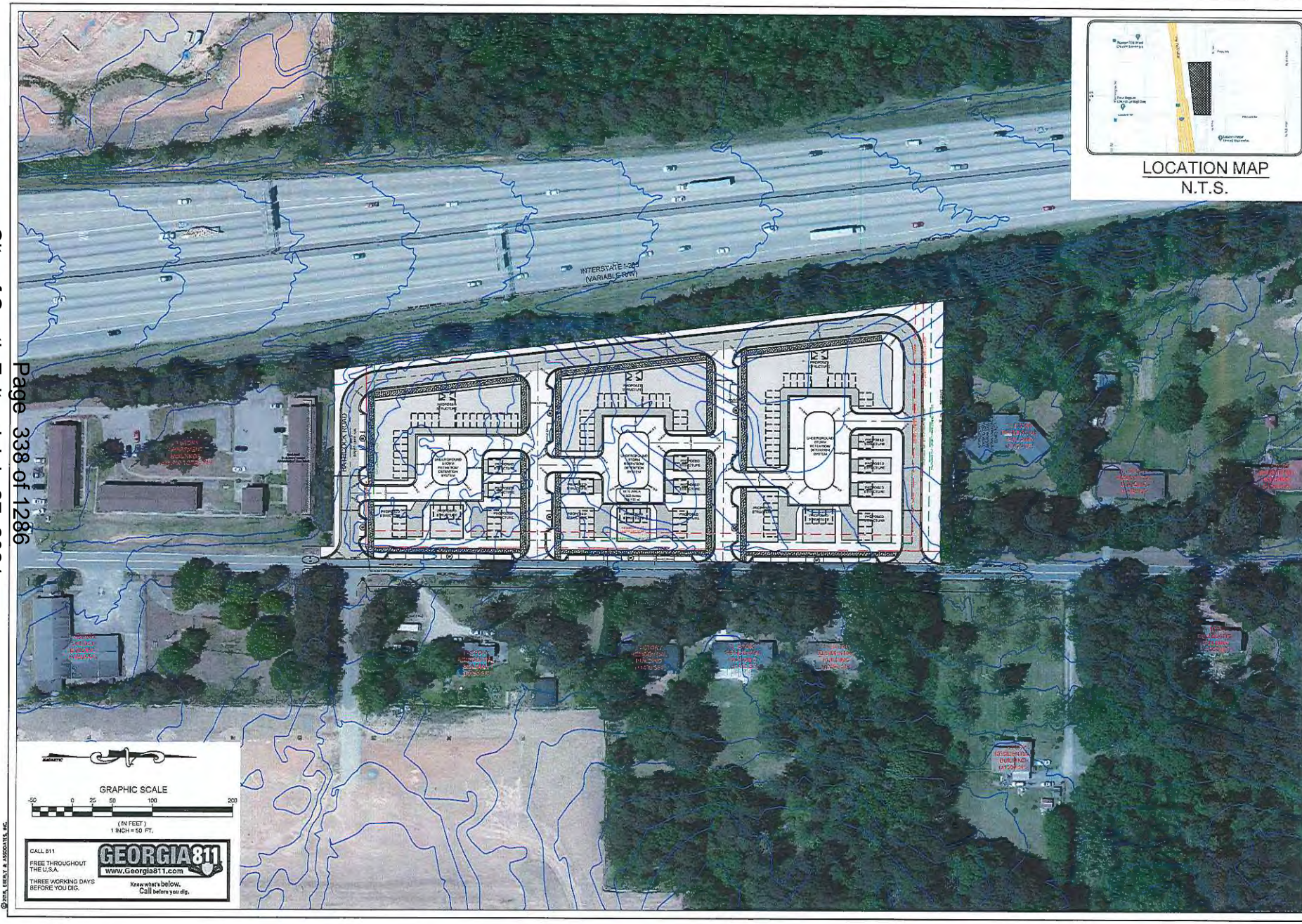

LOCATION MAP
N.T.S.

EBERLY & ASSOCIATES
TEL: 770.452.7849 FAX: 770.452.0086
2951 FLOWERS RD S, STE 119
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

OVERALL SITE PLAN

SCALE:	1"= 50'
DATE:	03/01/21
DRAWN BY:	ANTONIO SAMPLE
PROJECT MANAGER:	ANTONIO SAMPLE
QA/QC CHECK:	XXXXXX

PROJECT NO.
21-018

SHEET NO.
Z1.1
NOT ISSUED FOR CONSTRUCTION

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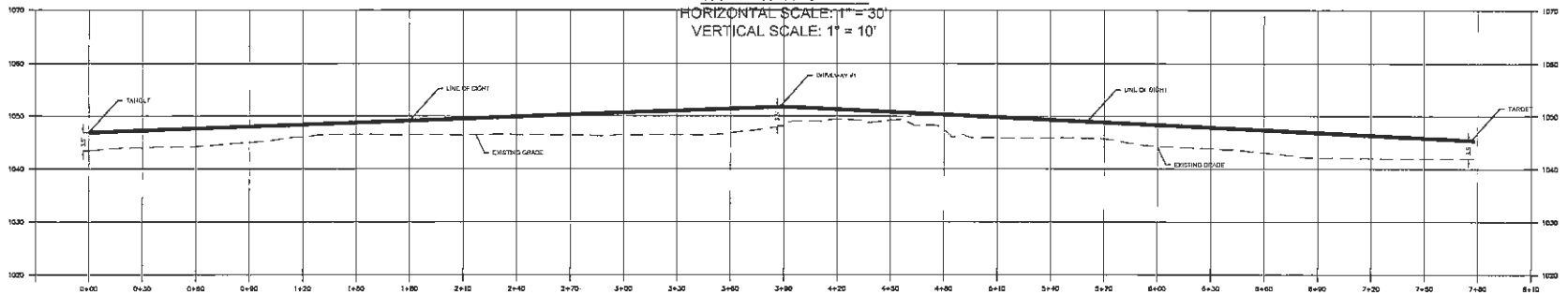
City of South Fulton I July 27, 2021

SIGHT DISTANCE DW 1

HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 10'



SIGHT DISTANCE DW 2

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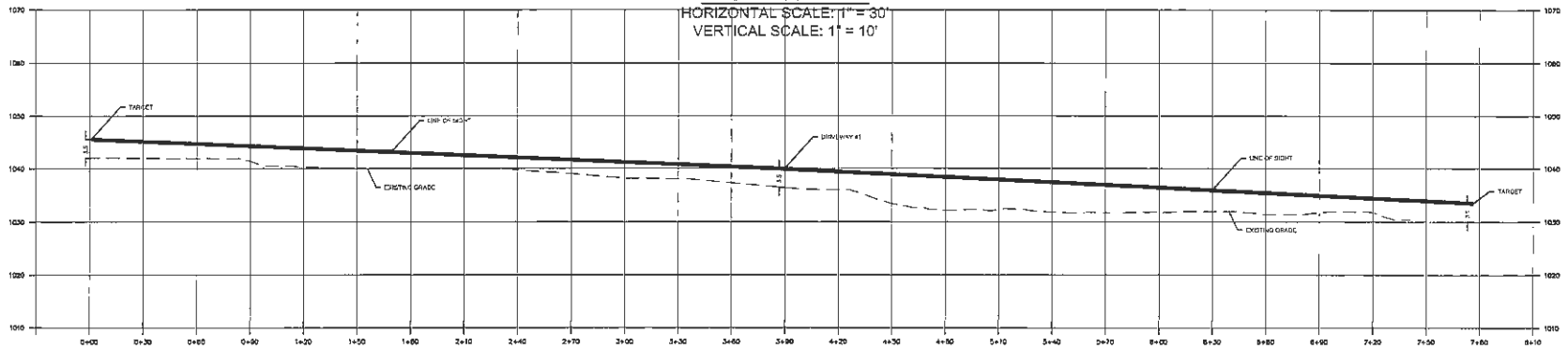
VERTICAL SCALE: 1" = 10'



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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:	ANGELO SAMPLE
PROJECT MANAGER	ANTONIO SAMPLE
CHECK CHECK:	XXXXX

PROJECT NO.
21-018

SHEET NO.
Z1.2
NOT ISSUED FOR CONSTRUCTION

March 22, 2021

C:\PROJECTS\2021\21-018 The Kourtney Townhomes\4.0 Drawing\24x36 Sheets.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 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. Mimimization 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

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.

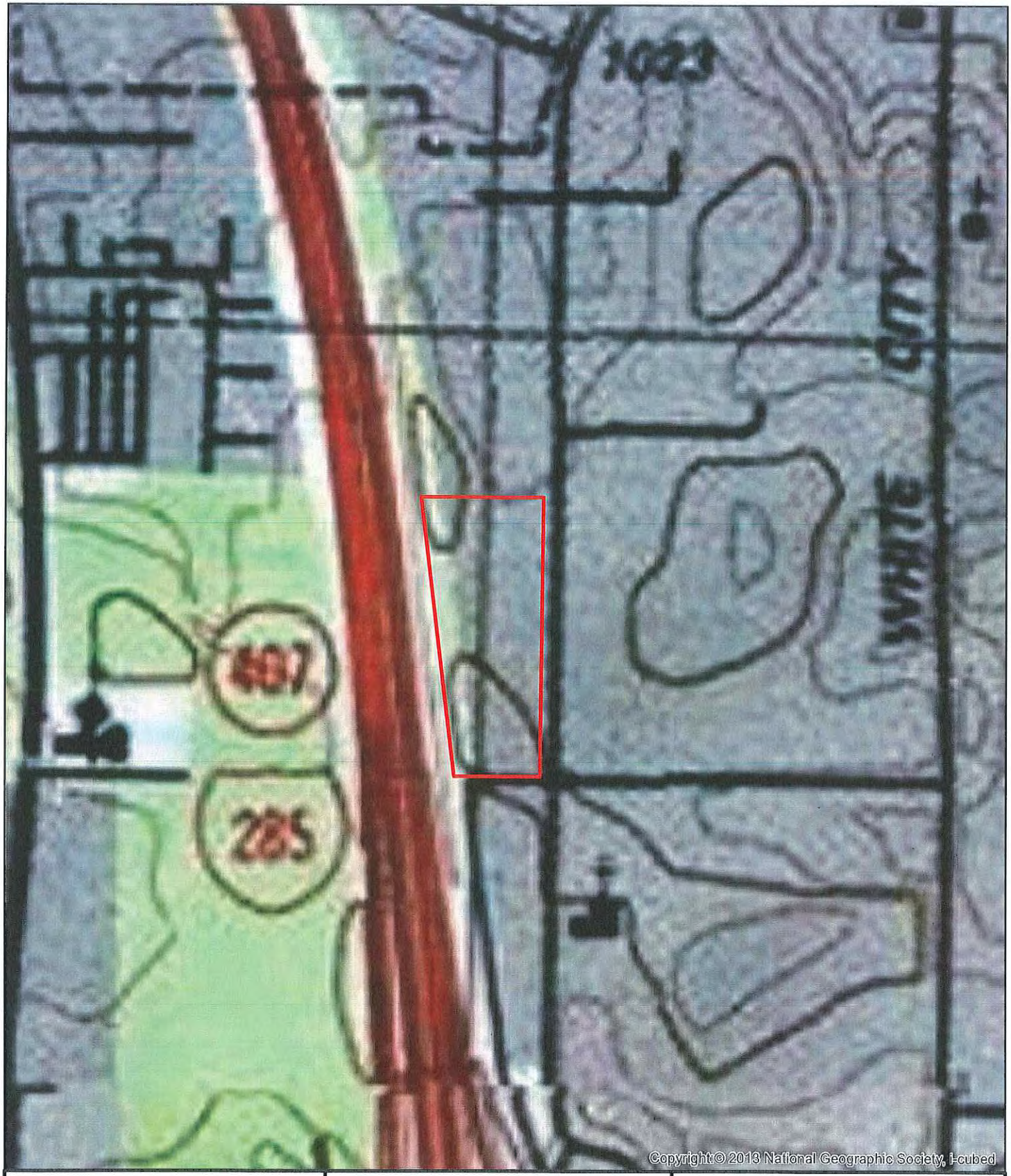
H. Protection of parks and recreational green space

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

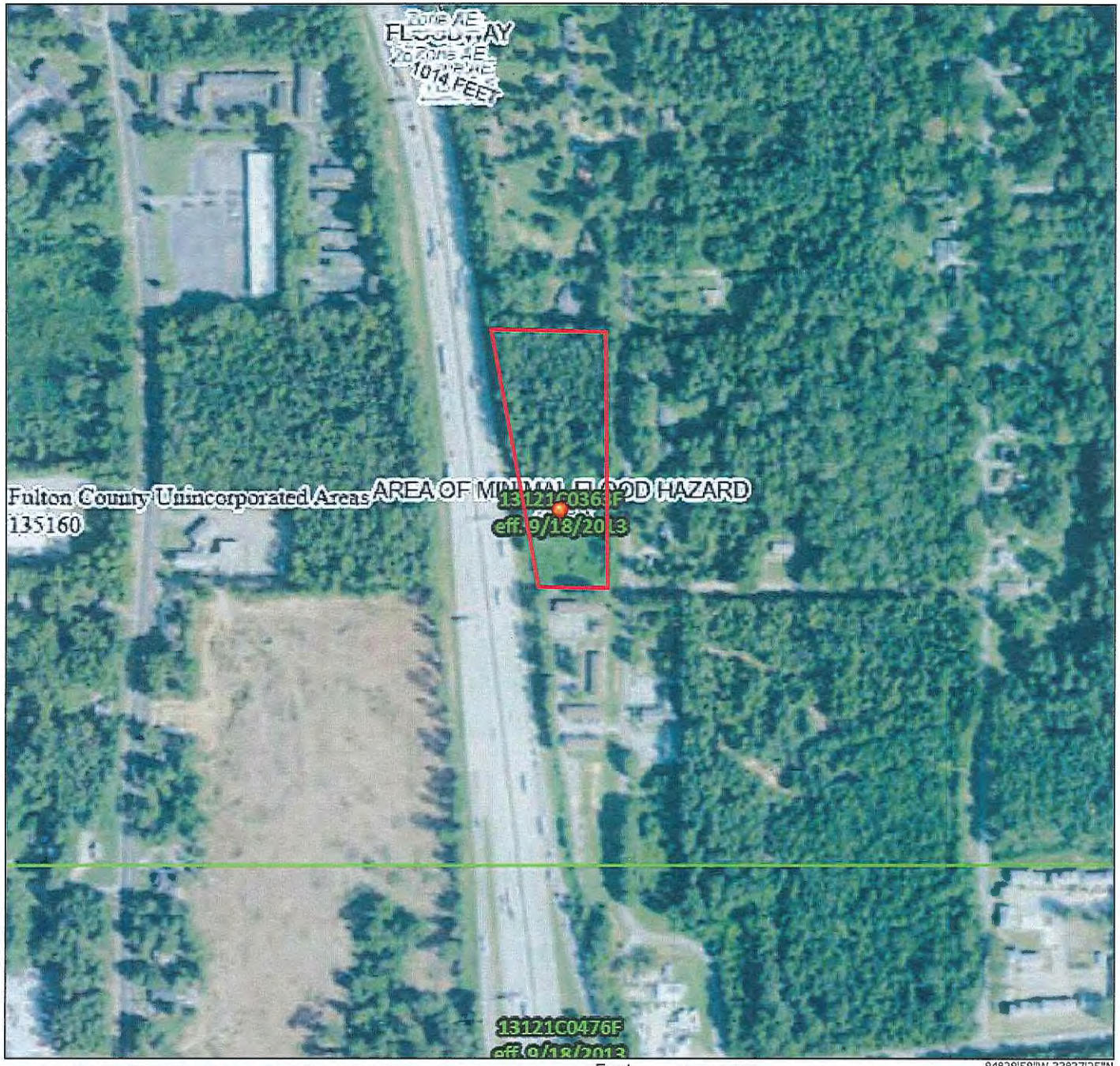
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

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



0 250 500 1,000 1,500 2,000 Feet

1:6,000

84°28'58"W 33°37'25"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

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 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- 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



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

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

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

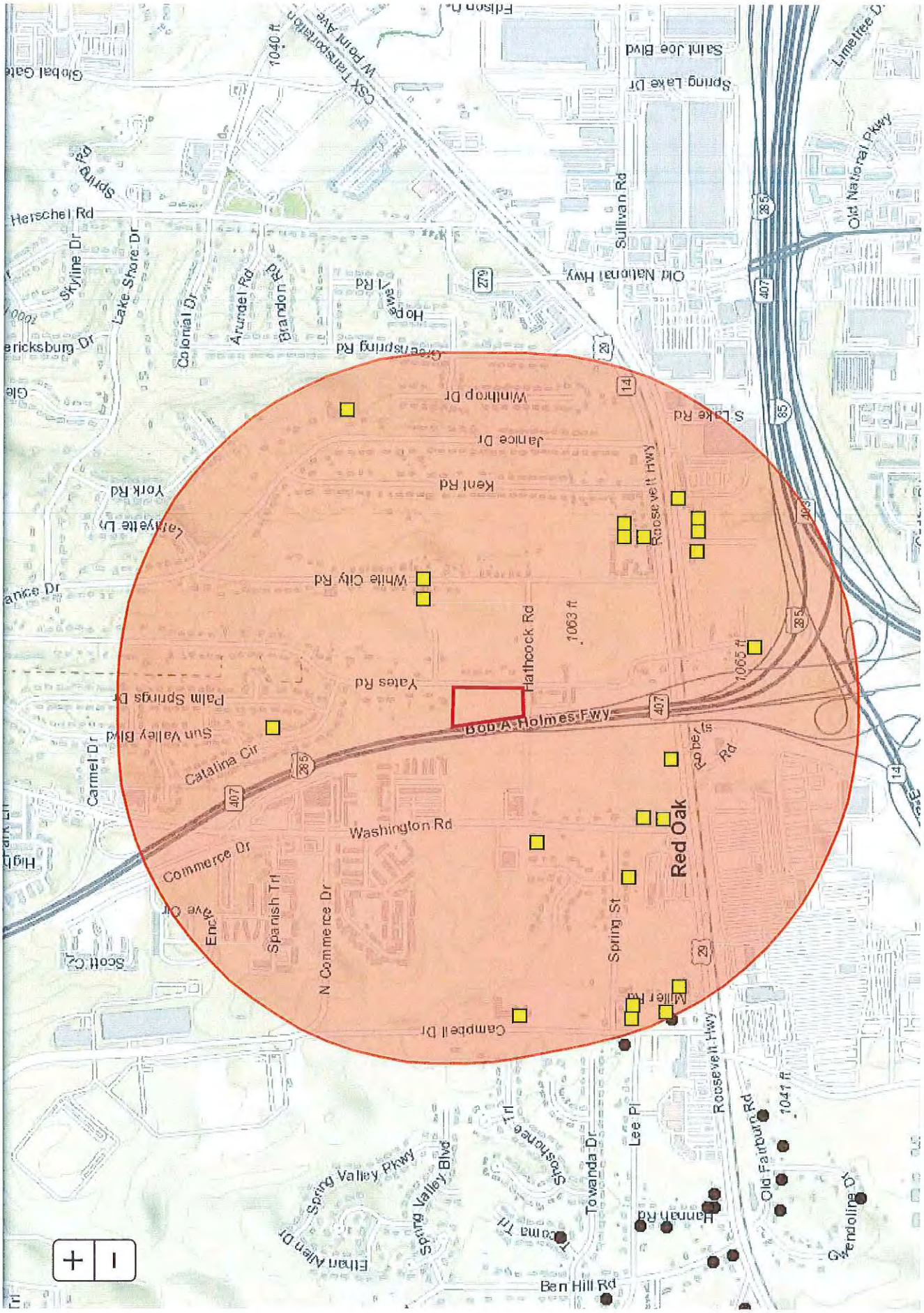
Figure 6: Fulton County Historic Resources Survey Map



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


Red Oak
Bob A Holmes Fwy
Washington Rd
Commerce Dr
Catalina Cir
Sun Valley Blvd
Palm Springs Dr
Yates Rd
White City Rd
Kent Rd
Janice Dr
Winthrop Dr
Hathcock Rd
1063 ft
1065 ft
1041 ft
Roosevelt Hwy
Old National Hwy
Sullivan Rd
Spring St
N Commerce Dr
Spanish Trl
Campbell Dr
Ben Hill Rd
Spring Valley Pkwy
Spring Valley Blvd
Towanda Dr
Lee Pl
Hannah Rd
Old Fairburn Rd
Gwendolina Dr
Elnan Allen Dr
Tomahawk Trl
Tomahawk Trl
Carmel Dr
Scott Ct
Ave Dr
Trl
Rd
Sullivan Rd
Old National Pkwy
Spring Lake Dr
Saint Joe Blvd
Limelite Dr
Global Gate
Herschel Rd
Skyline Dr
Lake Shore Dr
Colonial Dr
Arundel Rd
Brandon Rd
Hope Rd
Greenspring Rd
York Rd
Fairview Ln
Janice Dr
S Lake Rd
Old National Hwy
W Point Ave
CSX Transportation
1040 ft
Edison Dr
Spring Rd
ericksburg Dr
Glo
ance Dr
High
Scott Ct
Trl
Rd
Rd
Rd

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.

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PHOTOGRAPH 5
Undeveloped wooded land and a residential structure, adjoining north.



PHOTOGRAPH 6
Residential development, adjoining south.



PHOTOGRAPH 7
I-285, adjoining west.

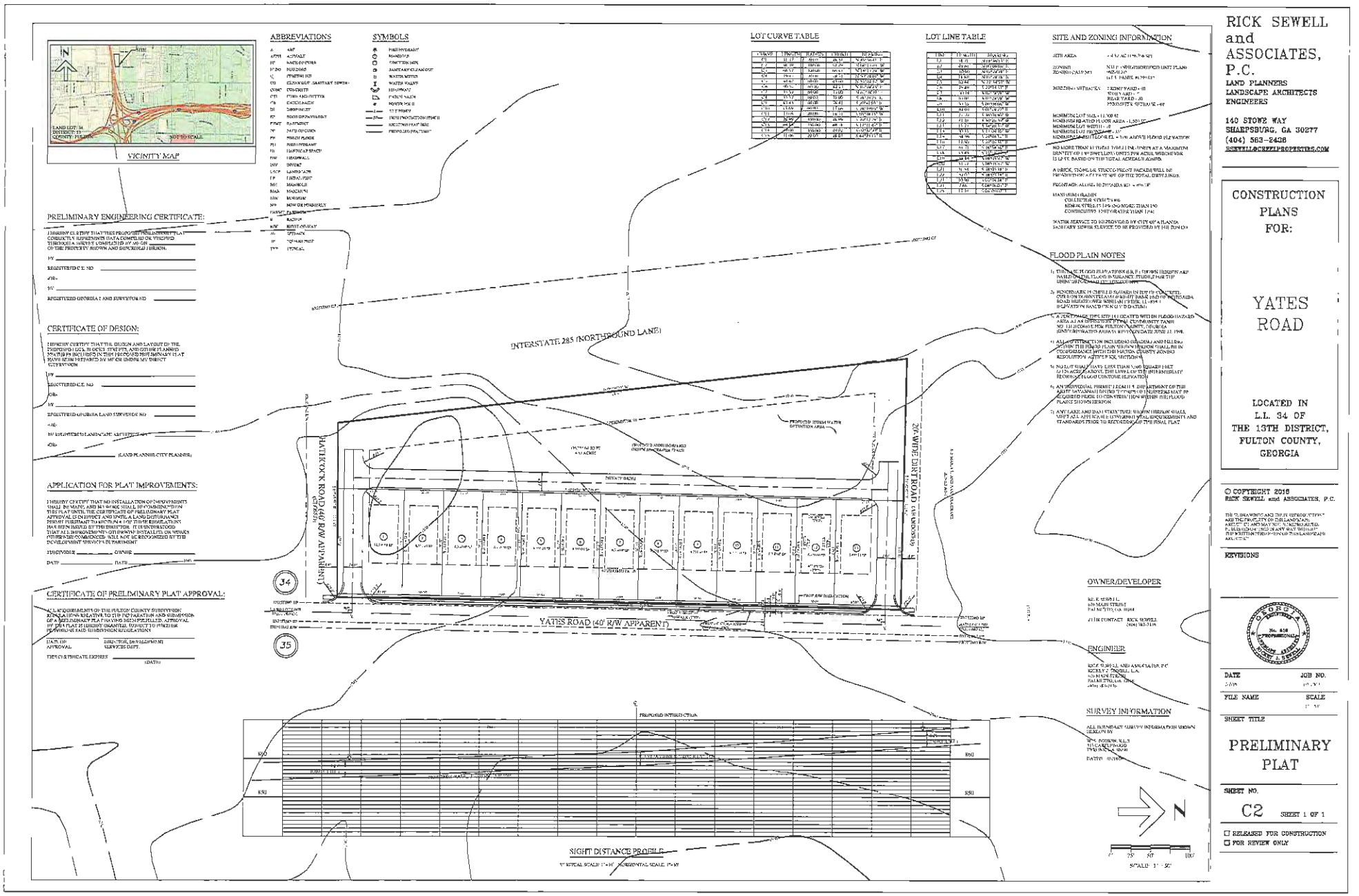


PHOTOGRAPH 8
Yates Road followed by several residential structures and a commercial warehouse, adjoining east.

CONTOUR ENGINEERING | A Universal Engineering Sciences Company

Appendix B

Preliminary Plat, Construction Plan C2



RICK SEWELL and ASSOCIATES, P.C.
LAND PLANNERS
LANDSCAPE ARCHITECTS
ENGINEERS

140 STONE WAY
SHARPSBURG, GA 30277
(404) 563-2436
RSEWELL@CREELPROPERTIES.COM

CONSTRUCTION PLANS FOR:

YATES ROAD

LOCATED IN L.L. 34 OF THE 13TH DISTRICT, FULTON COUNTY, GEORGIA

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RICK SEWELL and ASSOCIATES, P.C.

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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 guidance to assist you in determining which federally imperiled species may or may not occur within your project area and to recommend some conservation measures that can be included in your project design if you determine those species or designated critical habitat may 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. Under the ESA, it is the responsibility 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 need 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, consultation will occur with the Federal agency under section 7(a)(2) of the ESA. Otherwise, an incidental take permit pnrsuant 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 aud 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 iunmediate 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 iuformation 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 iuformally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regnlar 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: Fnlton 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 fouud 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 your 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 your 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 yonr 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 nnderstand 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) yonr project overlaps dnring 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 snrvey events for that week. For example, if in 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 maximnm 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.

Snrvey Effort (|)

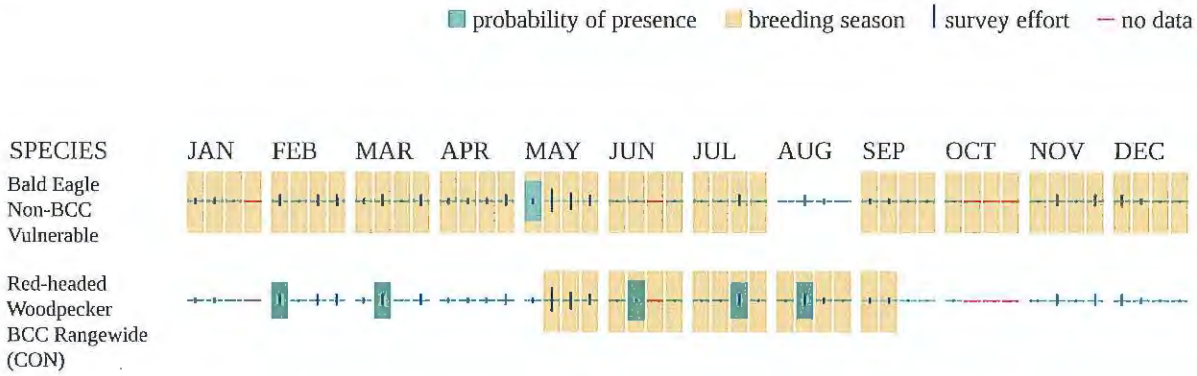
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The nnmber of surveys is expressed as a range, for example, 33 to 64 surveys.

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 wheu 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 occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warraut 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 retnrn 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 iucludes 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 preseuce data is coutinuously 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 preseut year-ronnd 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 reqnirements 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 dowuload 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 occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. 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 about 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 trnst 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

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: 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

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 SPRINGS 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 SW 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 30349-4813	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 30337-0477	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 I	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 30337-5322	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 30337-5214	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 30337-5311	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 30337-5335	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 30337-6119	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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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.

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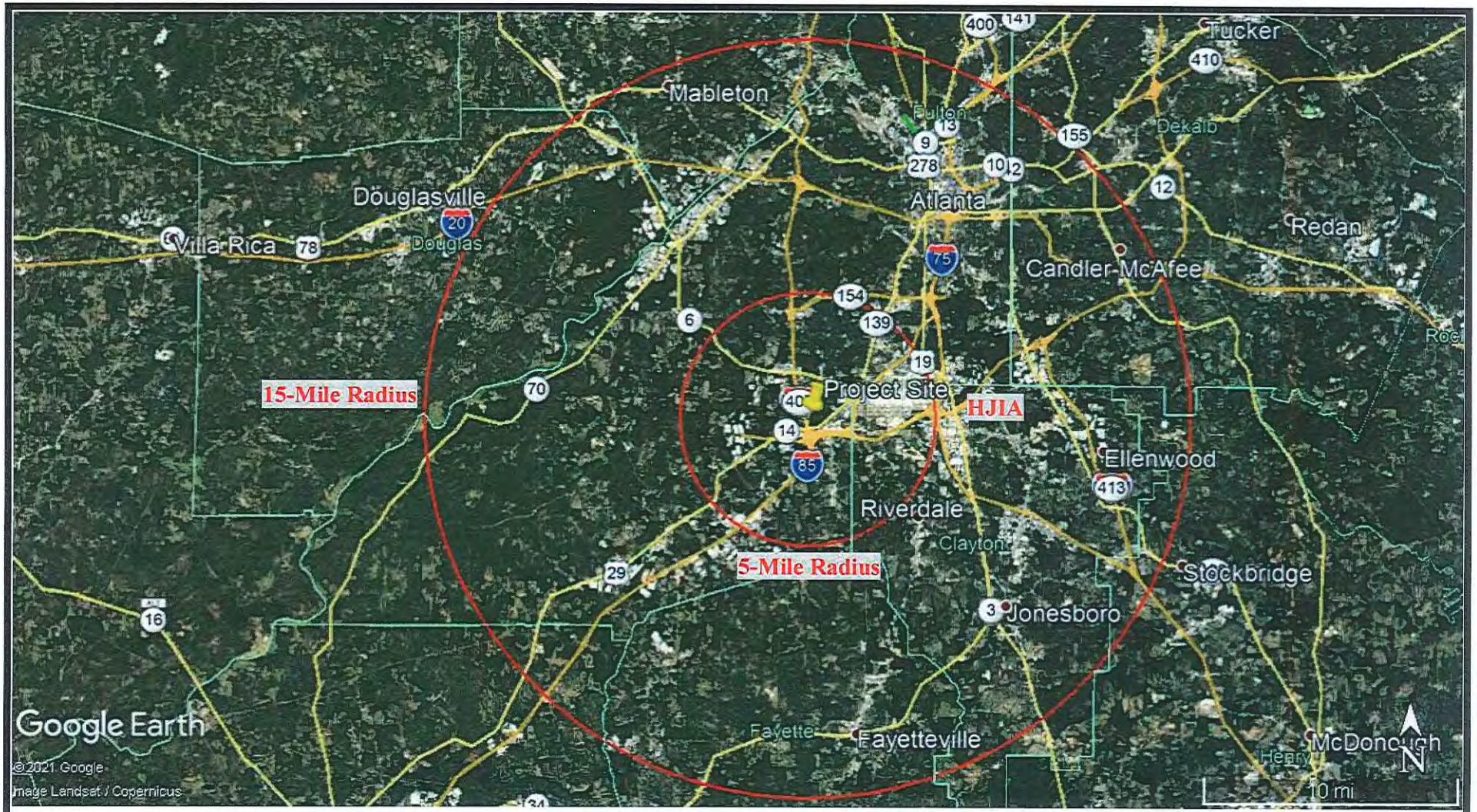
FIGURES



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
		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

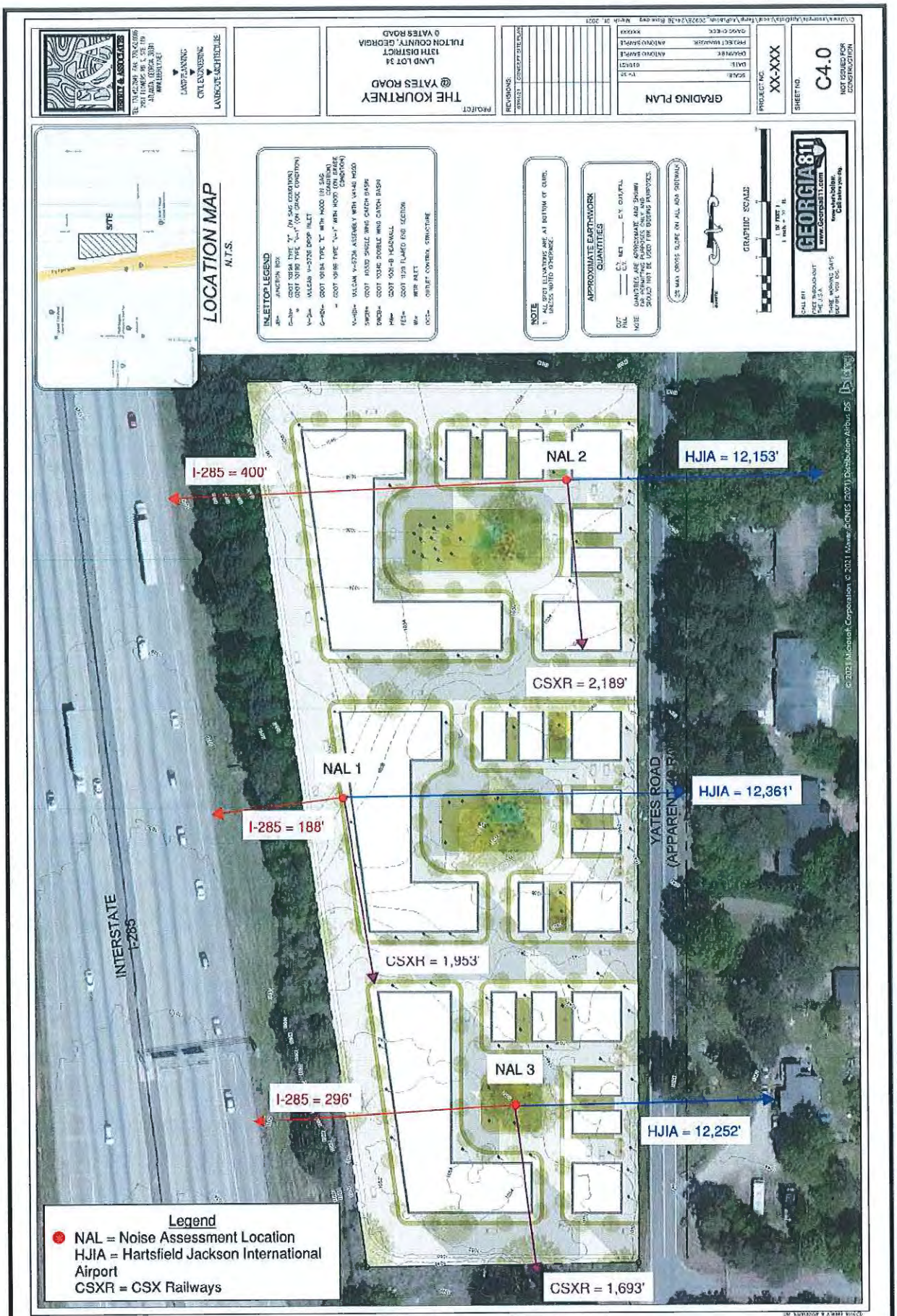
FIG. 1



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



We're here for you UNITED CONSULTING	Scale:	NTS	Client:	Bolster Real Estate Partners, LLC	FIG. 3
	Prepared:	HCE	Site:	The Kourtney at Yates Road – City of South Fulton, Fulton Co. GA	
	Checked:	SDS	Title:	Noise Assessment Location Plan	
	Project No.:	WEDEN 21-GA-0509-07			

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/)

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 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/)

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 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

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/)

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

Specify Type ____ Count 2
Specify Type ____ Count 0
Specify Type ____ Count ____

2.K. Private Crossing Signs (if private) ☒ Yes ☐ No

2.L. LED Enhanced Signs (List types)

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 ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☐ None

3.K. Other Flashing Lights or Warning Devices 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) *

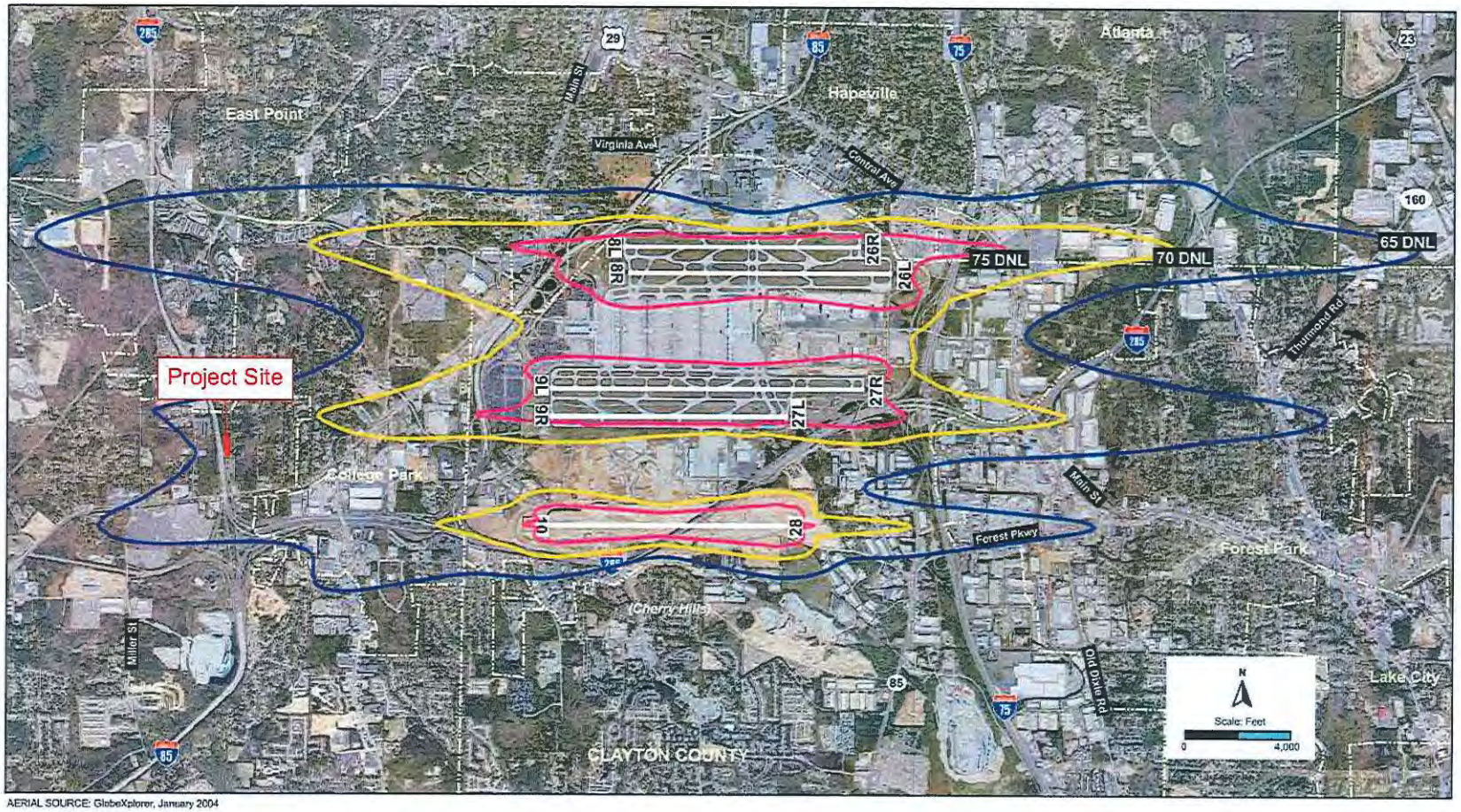
6. LRS Milepost *

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:	U21-001: Council to consider a use permit at 3395 Roosevelt Highway for a barber and beauty salon
DATE:	July 27, 2021
SUBJECT:	U21-001: Council to consider a use permit at 3395 Roosevelt Highway for a barber and beauty salon
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
u21-001	Cover Memo	7/22/2021
U21-001 Staff Report FINAL FOR COUNCIL 7.27.21	Cover Memo	7/22/2021

U21-001

Use Permit
3395 Roosevelt Highway

City Council Meeting
City of South Fulton
July 27, 2021

U21-001: 3395 Roosevelt Highway

- No changes from the Zoning Hearing
- Planning Commission recommended 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: Mayor and Council

FROM: Planning & Zoning Division

SUBJECT: **U21-001 3395 Roosevelt Highway**

MEETING DATE: July 27, 2021

Milad Hannalla seeks a use permit for a barber and beauty salon.

At the March 9, 2021, Council Meeting, this case was postponed until the July Council Zoning Hearing.

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Egyptian Hair Design Milad Hannalla 2829 Laurel Ridge Circle East Point 30344
Status of Applicant:	Owner
City Council District(s):	District 3
Parcel ID Number:	130064LL1260
Area of Property:	.69 Acres
Current/Past Use of the Property:	This property was a bank, emission station and is now currently vacant.
Prior Zoning Cases/History:	**1964Z-0027,** a rezoning from AG-1 to C-1. Approved.
Surrounding Zoning:	North: C-1 (Commercial) South: M-1 (Light Industrial) East: C-1,(Commercial) AG-1 (Agriculture District) R-4 (Residential District) West: C-1,(Commercial) AG-1 (Agriculture District)
2035 Future Land Use Designation:	Character Type: Community Live-Work Land Uses: Live-Work Community, Public, Semi-Public, and Institutional, Open Space Zonings: MIX, C-1, C-2, O-I
Compatibility to the Fulton County 2035 Comprehensive Plan:	Yes. The proposed modification does align with the Comprehensive Future Land Use Designation.
Overlay District:	None
Public Utilities:	Water service is provided by City of Atlanta.
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 is available approximately 0.12 miles west of the subject site. A second bus stop is located approximately .22 miles from the subject site. Bike/Pedestrian Access: There are no sidewalks available on Roosevelt Highway. There are no bike lanes provided.
Parking Required (Retail/Service Stations):	Parking Required: 10 spaces.

MAPS

City of South Fulton Zoning and Aerial Map:

(see attached)

Proposed Site Plan:

(see attached)

PUBLIC PARTICIPATION

The applicant held their public participation meeting on 2/8/21 via zoom. The report is attached.

USE PERMIT STANDARDS FOR A HAIR SALON

1. The C-1 District is intended to provide locations in which neighborhood and community-oriented retail and service activities conclude a transition, or land areas which compliment a transition into a more intense activity area. Complimentary noncommercial uses are also permitted.

USE PERMIT CONSIDERATIONS

Staff is including the specific considerations for a use permit to be granted in an effort to assist City officials in considering the application and its merits. In granting such permits, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors to ameliorate the effects of the proposed development/use. These considerations include:

1. Whether the proposed use is consistent with the Comprehensive Land Use Plan and/or Economic Development Revitalization plans adopted by Mayor and Council:

Yes. The development which includes the proposed barber, beauty, and nail salon is zoned commercial and is located at an intersection of active corridors, as the Community Live-Work category is intended which the barber and beauty salon aligns with.

2. Compatibility with land uses and zoning districts in the vicinity of the property for which the Use Permit is proposed:

Yes. The subject parcel is zoned C-1 (Commercial District). The surrounding areas are commercial, single family residential, and industrial.

3. Whether the proposed use may violate local, state and/or federal statutes, ordinances or regulations governing land development:

No. The Property has been approved for C-1 and it is the applicant's intension to renovate and rent the space for a barber and beauty salon.

4. The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets:

None. the proposed use will have negligible effect on traffic flow along Roosevelt Highway and surrounding streets.

5. The location and number of off-street parking spaces:

Yes. the site plan shows adequate parking in the front of the store front.

6. The amount and location of open space:

Yes. the subject store front is facing Roosevelt Highway. The building is setback approximately 30 feet.

7. Protective screening:

The proposed store front does not require screening.

8. Hours and manner of operation:

Monday and Tuesday and Wednesday and Thursday from 10am to 7pm
Friday and Saturday from 8am to 7pm
Sunday from 1pm to 7pm

9. Outdoor lighting:

Yes. The facility currently has outdoor security lights.

10. Ingress and egress to the property:

The site plan shows two means of ingress and egress from the connecting shopping plaza to the east property line of the subject site.

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

There are several hair salons within a quarter mile of the property.

1. Style Mobb Studio located at 3435 Roosevelt Hwy. is located approximately 331 feet from the subject site.
2. B Idol Glam Studios located at 3375 Roosevelt Hwy. is approximately 377 feet from the subject site.
3. Ulysses Barbershop located at 3376 Roosevelt Hwy is approximately 488 feet from the subject site.
4. KGL Salon located at 4940 Campbell Drive is approximately 742 feet from the subject site.

As per our Zoning Ordinance hair salons are allowed use in C-1 and requires a use permit., staff recommendation is **Approval.**

PLANNING COMMISSION RECOMMENDATION

At the February 16th 2021 Planning Commission meeting, the board recommended approval.

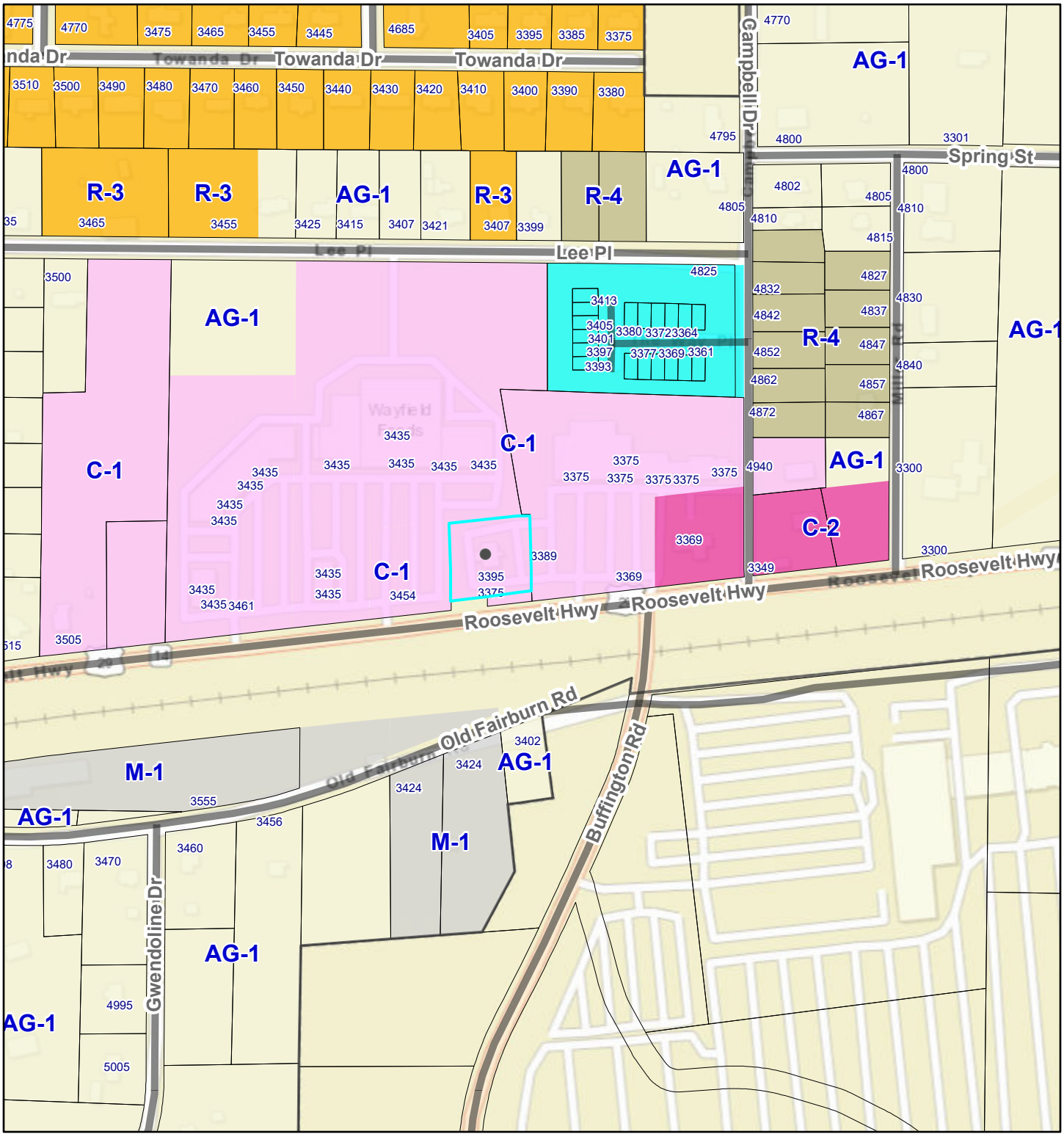
PREPARED BY: Dana Gray, Planner, and Nathan Mai-Lombardo, Planning and Zoning Administrator

REVIEWED BY: Shayla Reed, Director, CDRA




MORGAN & MORGAN

COSF ArcGIS Web Map



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1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Address Points
Street Centerlines
City Limits
Tax Parcels from County

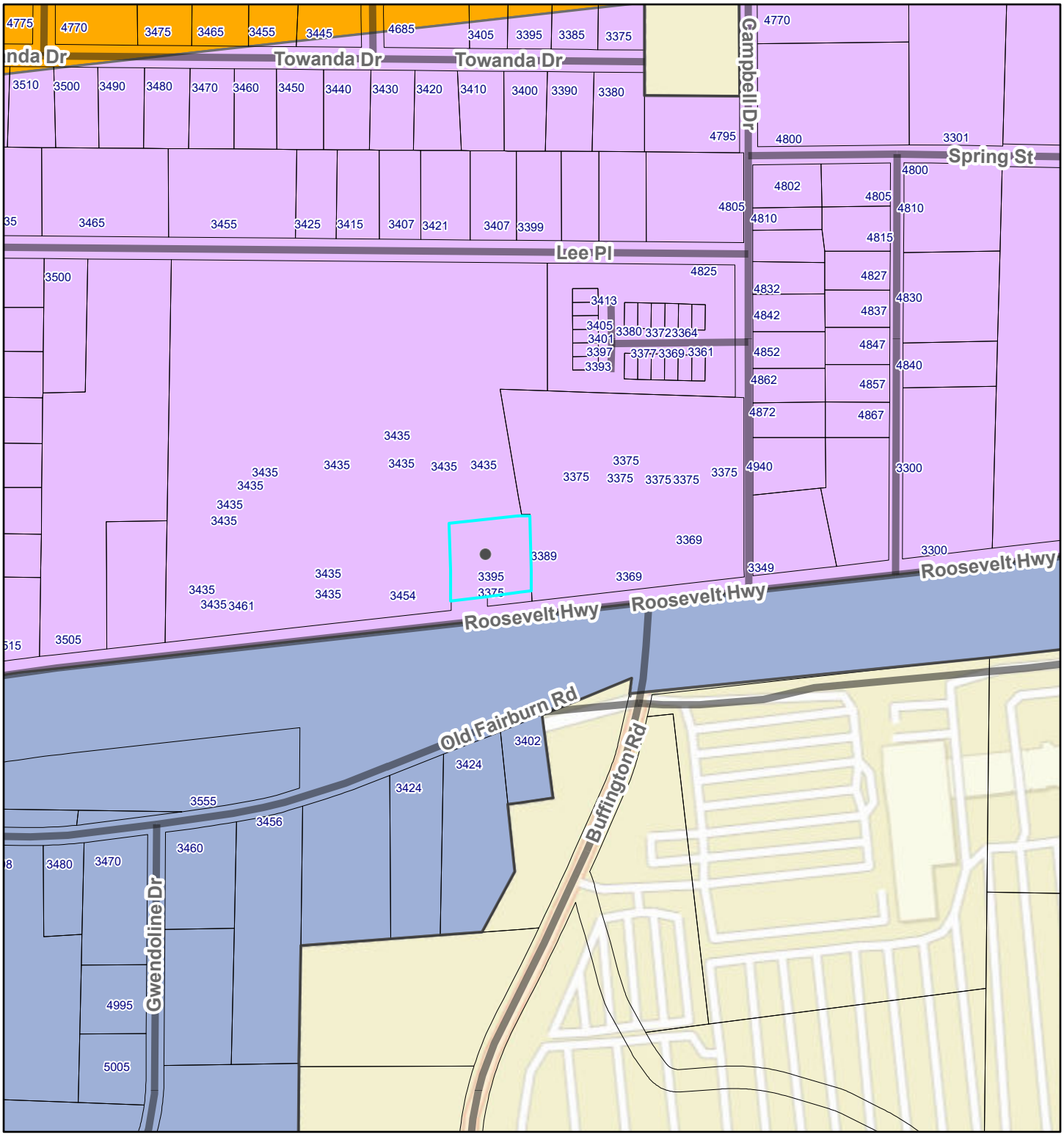
Current Zoning

AG-1 (Agricultural)
C-1 (Limited Commercial)
C-2 (General Commercial)
M-1 (Light Industrial)
R-3 (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



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0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Address Points

Street Centerlines

City Limits

Tax Parcels from County

2035 Future Land Use

Business Park

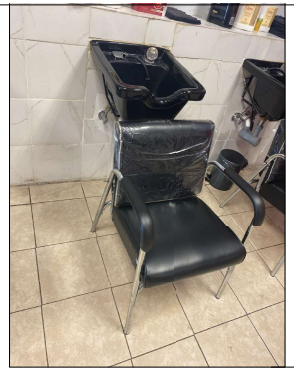
Community Live Work

Suburban Neighborhood

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

City of South Fulton I July 27, 2021







1 A-2 REVISED FLOOR PLAN
1/4" = 1'-0"

N

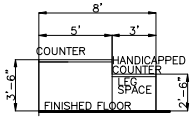
OCCUPANCY LOAD CALCULATIONS NEW BUSINESS			
OCCUPANCY	UNIT	ACTUAL SQ. FT.	OCCUPANTS
RETAIL AREA	30/SQ. FT.	417 SQ. FT.	13 PEOPLE
BREAK ROOM	15/SQ. FT.	181 SQ. FT.	12 PEOPLE
BUSINESS/SALON	30/SQ. FT.	800 SQ. FT.	26 PEOPLE
TOTAL OCCUPANTS			51 PEOPLE

EMERGENCY PLAN
EACH PLANT SHALL HAVE A FORMAL EMERGENCY PLAN.
AN EMERGENCY WARNING SIGNAL BE ESTABLISHED.
THE EMERGENCY PLAN SHALL INCLUDE EMPLOYEE INSTRUCTION AND TRAINING AND SHALL BE APPLICABLE TO ALL ANTICIPATED EMERGENCIES.
THE EMERGENCY PLAN SHALL INCLUDE INSTRUCTION IN THE USE OF PORTABLE FIRE EXTINGUISHERS AND THE IDENTIFICATION OF FIRES ON WHICH THEY CAN BE USED.

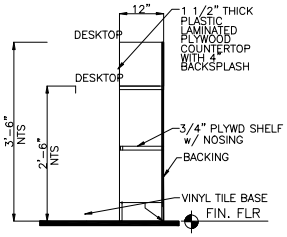
OPERATIONS.
GENERAL. MEANS OF EGRESS, INCLUDING BUT NOT LIMITED TO AISLES, DOORS, AND EXIT DISCHARGE, SHALL BE CLEAR AT ALL TIMES WHEN THE FACILITY OR THE BUILDING IS OCCUPIED.

WALL & REFLECTED CEILING LEGEND

- EXISTING WALL TO BE REMOVED
- EXISTING WALL TO REMAIN
- NEW METAL STUD W/ GYP. BD.
- EXHAUST FAN
- FE FIRE EXTINGUISHER
- EMERGENCY LIGHTING – BATTERY BACKUP
- EXIT EXIT SIGN
- SD SMOKE DETECTOR HARD WIRED
- WALL OUTLET
- 2' X 4' LIGHT FIXTURE
- 2' X 2' LIGHT FIXTURE
- 2' X 2' DIFUSER



RETAIL FRONT 3 COUNTER ELEVATION
A-2 1/4" = 1'-0"



4 A-2 TYP. CABINET SECTION
3/4" = 1'-0"

SCOPE OF WORK
TO REHAB AN EXISTING ONE STORIED, BANK BUILDING INTO A HAIR SALON.
APPLY FOR A NEW BUSINESS/ RETAIL FACILITY OCCUPANCY SPACE.
SPRINKLER SYSTEM
BUILDING IS NOT FULLY AUTOMATIC SPRINKLER.
FIRE ALARM SYSTEM
BUILDING HAS NO FIRE ALARM SYSTEM MAY BE TIED TO SMOKE DETECTORS

RELEASED FOR CONSTRUCTION

REVISIONS		
NO.	NOTE	DATE
1	OWNER'S REQUEST	15 DEC 2020
2		
3		

DATE: 1 JULY 2020
DESIGNED BY: EFB
DRAWN BY: TFD
CHECKED BY: EFB

E. F. BRATHWAITE AND COMPANY, ARCHITECTS
A. I. A., NOMA
3824 RAIDERS RIDGE DRIVE Suite 100 Lithonia, Ga. 30038
770/617-6621
EFBRATH@Aol.Com

ERNEST FLOYD BRATHWAITE 7/15/2020 3395 ROOSEVELT HWY REGISTERED ARCHITECT

NEW BUSINESS OCCUPANCY FACILITY

EGYPTIAN HAIR DESIGN
3395 ROOSEVELT HIGHWAY

SOUTH FULTON, FULTON COUNTY, GEORGIA 30049
MR. MILAD HANNALLA, OWNER REPRESENTATIVE

A-2 OF 3
PROJ. NO. 2030
FILE # EGYPTIAN HAIR-A-2

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: 1/13/21

TAX PARCEL IDENTIFICATION NUMBER(S): 13-0064-LL-112-0

SECTION I — REZONING REQUEST

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

PROPERTY ADDRESS (if available): _____

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned from C1 (Existing Zoning(s)) to C1 (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: C1

USE PERMIT REQUEST: Hair Salon

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.

RECEIVED
JAN 22 2021
PLANNING AND ZONING

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: 1/19/20

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: 1/13/21

Applicant printed name: Milad Hannalla

RECEIVED

JAN 22 2021

PLANNING AND ZONING

U21-001

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.**

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email or by mail per the attached schedule. The applicant shall provide to Staff certified receipts for each address that will confirm postage of the mailings for the Public Participation meeting.

OTHER DOCUMENTS THAT MAY BE REQUIRED:

ITEM 13. **ADJACENT PROPERTY OWNER LIST:** If the subject property is within a quarter-mile foot of an adjacent county, the petitioner must furnish the names and addresses of all property owners in the adjacent county that are within a quarter mile of the subject property.

ITEM 14. **TRAFFIC IMPACT STUDY:** When a project equals or exceeds the thresholds listed below, a traffic impact study must be submitted. The traffic impact study shall be prepared by a qualified traffic engineer or transportation planner in accordance with professional practices and the guidelines available in the Department of Public Works.

Thresholds for Traffic Impact Study	
Use	**Size**
Single family residential	500 units
Multifamily residential	700 units
Office	300,000 square feet
Hospital	375 beds
Commercial	175,000 square feet
Hotel/Motel	600 rooms
Industrial	500,000 square feet
Any mixed-use development that exceeds 500 peak hour trips as based on the standards of the Institute of Transportation Engineers (ITE) Handbook.	

ITEM 15. **METROPOLITAN RIVER PROTECTION:** If the property is within 2,000 linear feet of the natural riverbank of the Chattahoochee River, it is part of the Chattahoochee River Corridor and subject to a Metropolitan River Protection Act Review. Applicants must complete the appropriate letter/form and submit it with all rezoning/use permit applications. The letter/form is available from Community Development Services.

ITEM 16. **DEVELOPMENT OF REGIONAL IMPACT (DRI):** The Department of Community Affairs (DCA) has formulated development thresholds as listed below. When a development meets or exceeds the thresholds, the Atlanta Regional Commission (ARC) and the Georgia Regional Transportation Authority (GRTA) shall review the project concurrently. Applicants shall first file the rezoning/use permit request with City of South Fulton. After the ARC/GRTA findings are complete, the rezoning/use permit will be placed on the next available agenda. It is the applicant's responsibility to contact and follow all ARC and GRTA review procedures. For details visit the ARC at www.atlantaregional.com and GRTA at www.grta.org/dri/home.htm or call ARC or GRTA at 404-463-3000.

Effective July 1, 2012 DEVELOPMENTS OF REGIONAL IMPACT Tiers and Development Thresholds	
Type of Development	**Metropolitan Region**
Office	Greater than 400,000 gross square feet
Commercial	Greater than 300,000 gross square feet
Wholesale & Distribution	Greater than gross 500,000 square feet

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Effective July 1, 2012 DEVELOPMENTS OF REGIONAL IMPACT Tiers and Development Thresholds	
Type of Development	**Metropolitan Region**
Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day
Housing	Greater than 400 new lots or units
Industrial	Greater than 500,000 gross square feet; or employing more than 1,600 workers; or covering more than 400 acres
Hotels	Greater than 400 rooms
Mixed Use	Gross square feet greater than 400,000 (with residential units calculated at either 1,800 square feet per unit or, if applicable, the minimum square footage allowed by local development regulations); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein
Airports	All new airports, runways and runway extensions
Attractions and Recreational Facilities	Greater than1,500 parking spaces or a seating capacity of more than 6,000
Post Secondary Schools	New school with a capacity of more than 2,400 students; or expansion by at least 25 percent of capacity
Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more
Quarries, Asphalt and Cement Plants	New facility or expansion of existing facility by more than 50 percent
Wastewater Treatment Facilities	New major conventional treatment facility or expansion of existing facility by more than 50 percent; or community septic treatment facilities exceeding 150,000 gallons per day or serving a development project that meets or exceeds an applicable threshold as identified herein
Petroleum Storage Facilities	Storage greater than 50,000 barrels if within 1,000 feet of any water supply; otherwise, storage capacity greater than 200,000 barrels
Water Supply Intakes/Public Wells/Reservoirs/Treatment Facilities	New facilities
Intermodal Terminals	New facilities
Truck Stops	A new facility with more than three (3) diesel fuel pumps, or containing a half acre of truck parking or 10 truck parking spaces
Correctional/Detention Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day
Any other development types not identified above (includes parking facilities)	1,000 parking spaces or, if available, more than 5,000 daily trips generated

ITEM 17. **ENVIRONMENTAL IMPACT REPORT:** Any rezoning to M-1A, M-1 or M-2 or specific use categories identified in Article 19.4 of the Zoning Resolution, as may be deemed environmentally adverse, shall include an Environmental Impact Report as part of the rezoning/use permit process.

ITEM 18. **NOISE STUDY REPORT:** Any residential rezoning/use permit located within 1,000 feet of an expressway, within 3,000 feet of an active rail line, or within 5 miles of the Hartsfield-Jackson International Airport boundary.

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ITEM 19. **JUMP / THUMB DRIVE:** Provide a jump / thumb drive containing the completed application along with the hard copy of the application at the time of submittal.

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OTHER RELEVANT INFORMATION:

If a project is located in the Chattahoochee River, Big Creek, Whitewater, Line Creek, Cedar Creek or Bear Creek watershed, it may be subject to the Standards for Protection of Public Water Supply Watersheds within City of South Fulton. A copy of the ordinance is available from Community Development Services.

PUBLIC HEARINGS:

A) The Planning Commission (PC) holds a public hearing on the third Tuesday of each month at 6:00 PM or announced,and are held virtually on YouTube. The Planning Commission makes rOecommendations that are forwarded to the City's Mayor and Council.

B) City Council holds a public hearing on the fourth Tuesday of each month at 10:00 AM or announced, and are held virtually on YouTube.

PUBLIC NOTICE:

A) Community Zoning Information Meeting (CZIM): Signs posted along the frontages of properties subject to rezonings and/or use permits that notify area residents of the Community Zoning Information Meeting (CZIM). The CZIM is not a public hearing but rather an informal meeting held on the second Thursday of each month (unless otherwise noted in the schedule) from 6:00 p.m. until 7:30 p.m. and are held virtually on YouTube. This meeting is open to all interested citizens and applicants are strongly encouraged to attend.

B) Planning Commission (PC) and City Council (CC) Public Hearing Notice: Signs posted along the frontages of properties subject to rezonings and/or use permits notify area residents of the Planning Commission and City Council public hearings. Applicants are required to post signs in conspicuous places along the property's public street frontage(s) no later than 20 days before the Planning Commission hearing. Failure to post the signs properly, in accordance with instructions given to applicants at the time of filing, will result in delaying action on the petition until the next available appropriate hearing date. THERE ARE NO EXCEPTIONS TO PROPERLY POSTING THESE SIGNS.

If an applicant, prior to advertising, defers a petition, it is the responsibility of the applicant to contact the Zoning Division at (470) 809-7700 to pick up new signs and re-post the property.

If the Planning Commission or City Council defers a petition, it is the applicant's responsibility to contact the Zoning Division at (470) 809-7700 to pick up new signs and re-post the property 20 days prior to the next hearing date. When a petition is deferred by City Council for less than 20 days, posting an updated sign is not required.

Within 30 days of City Council final action the applicant shall remove and properly dispose of all public hearing/meeting signage to assure that signage does become defective as addressed in Zoning Ordinance Article 33, Section 18.B.

C) Adjacent Property Owner Notice: By U. S. Mail, notices are sent to all property owners within a quarter mile of properties subject to rezonings and/or use permits. Said notices are mailed 15 days prior to the Planning Commission hearing to property owners of record as shown on the current tax records of the City of South Fulton as retrieved by the City's Geographic Information Systems.

STAFF ANALYSIS:

Prior to the public hearings, Community Development and Regulatory Affairs will publish its findings, recommendations, and comments in the staff analysis. A staff analysis for each petition is available on the Monday before each public hearing after 10:00 a.m. Copies are available at the City of South Fulton Government Service Center at 5440 Fulton Industrial Boulevard and on the Department's website at www.cityofsouthfultonga.gov.

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IMPACT ANALYSIS
FORM B

Applicant: Milad Hannalla / Egyptian Hair Design

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? Hair Salon ause that is suitable in view of the use and development of adjacent near be Property the existin building in which Hair Salon

2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property? The requsted Rezoning will not adversley affect the use or usability of adjacent or nearby properties.

3. Does the property to be rezoned have a reasonable economic use as currently zoned? The Property's current Zoning Permits a reasonable economic use of the Property retail/ restaurant Hair Salon

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? That Could not Cause an excessive or burden Some use of existing. Because the zoning Proposal dose not include any new residential

5. Is the zoning proposal in conformity with the policies and intent of the land use plan? The Current Land identified for the Property is commercial - Retail Shopping Centers. Based on these the recommendations. the Hair Salon use Proposed by the requsted Rezoning in conformity with the Policies and intent of the 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? AS that area has not been used as Hair Salon is currently used as a Bank, the requsted Rezoning Proposeto relocate the Hair Salon use to the of the Property No any additional.

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 Zoning Proposal will not result in the Construction of any new buildings the Proposed Hair Salon.

Attach additional sheets as needed.

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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.

Milad Hannalla
TYPE OR PRINT OWNER'S NAME

2829 Laurel ridge cir
ADDRESS

East Point 30344
CITY & STATE ZIP CODE

OWNER'S SIGNATURE

708-566-7044
PHONE NUMBER

miladHannalla9@gmail.com
EMAIL ADDRESS

Sworn to and subscribed before me this the
13th Day of January 2021

NOTARY PUBLIC

TALITHA CUMI N. NAILAH NOTARY PUBLIC FULTON COUNTY, GEORGIA My Commission Expires 07-26-2022

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

PETITIIONER'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

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U21-001

Name: Milad Hannalla

Location at 3395 Roosevelt Hwy.

I want to open Hair Salon.

Name: Egyption Hair Design.

When I first Com to the USA I worked as an assistant in a hair salon in Chicago IL and I found my Passion is to be a hairstylist So I started to learn more then I went to the hair school. now it is been 10 years working as a hair Stylist and my dream is to open my own hair salon in my own Property

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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.

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Name (print) Milad Hannalla

Signature: _____ Date: 1/13/21

U21-001

PUBLIC PARTICIPATION PLAN
FORM D

Applicant: Milad Hannalla

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:

I will reach out to those individuals on the 1/4 mile list Provided to me.

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.)

I will send certified letters via USPS

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.)

I will host a virtual meeting via Zoom, Google meet, ring central or anther virtual meeting Platform.

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Attach additional sheets as needed.

U21-001

Community Information and Input Meeting Notification.

Milad hannalla
3395 Roosevelt
Atlanta Georgia 30349

Dear neighbor

You are receiving this letter because you have registered with the City of South Fulton as being an interested party or your property lies within a quarter mile of property, we are considering requesting a change of zoning. As a part of the zoning process, City of South Fulton requires any person requesting a change of zoning to host a public participation meeting. The purpose of this meeting is to ensure early and effective communication with nearby property owners and interested citizens, giving you the opportunity to review the proposed request fora change of zoning and to mitigate any impacts such proposal may have on the community.

Due to Covid-19, the City of Fulton requires a virtual meeting via Zoom.com. You are welcome to meet with us at the Zoom meeting web address below (if you would like a link sent to you, please e-mail miladhannalla@gmail.com and I will send you a link to the meeting.

Topic :proposed Use permit for Hair Salon

I join zoom meeting

Time February 8,2021 6:00pm. Eastern time (us and Canada)

Click https://us05web.zoom.us/j/
meeting ID number:8304931997
Passcode:hairsalon1

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Milad Hannalla Petition No. 347-08-1359

Date: 2/8/21

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

Due to Covid-19 I did virtual Meeting Zoom.com

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

The zoom meetings 2/8/21 Time 6:00PM Eastern Time (US and Canda). Zoom.com

3. The following issues and concerns were expressed:

IS no Issues or Concerns about Hair Salon

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.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	M21-005: Council to a modification at 0 Rivertown Road for the purpose of developing estate homes
DATE:	July 27, 2021
SUBJECT:	M21-005: Council to a modification at 0 Rivertown Road for the purpose of developing estate homes
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
m21-005	Cover Memo	7/22/2021
M21-005 Le Chateau staff report FINAL FOR COUNCIL 7.27.21	Cover Memo	7/22/2021

M21-005

Modification
7580 Rivertown Rd.

City Council Meeting
City of South Fulton
July 27, 2021

M21-005: 7580 Rivertown Rd.

- No changes from the Zoning Hearing
- 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: Mayor and Council

FROM: Planning & Zoning Division

SUBJECT: **M21-005 for 0 Rivertown Rd.**

MEETING DATE: July 27, 2021

To consider a modification to the Zoning Conditions to case **2006Z-0018** to allow for a single-family subdivision of estate homes. The petitioner is asking for:

Modification of conditions 2a, 3c, 3f, 4, 5

Modification of the conceptual site plan.

STAFF RECOMMENDATIONS: APPROVAL of both requests

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Boye Akinola 3560 Lenox Rd. Ste 1270 Atlanta, GA 30326 404-787-0139 boye@boyearchitect.com
Status of Applicant:	Developer
City Council District(s):	4
Parcel ID Number:	07 180001190326
Area of Property:	41.1 acres
Current/Past Use of the Property:	This property is currently undeveloped.
Prior Zoning Cases/History:	**2006Z-0018** rezoning to CUP as part of a larger development
Surrounding Zoning:	North: AG-1, R-4, CUP South: AG-1 East: AG-1 West: AG-1, CUP
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
Overlay District:	None
Public Utilities:	Water service is provided to these sites 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: Roosevelt Highway Classification: Minor Arterial Road Type: State Public Transit: MARTA bus service does not serve the site. The closet MARTA bus route is the 180 on Roosevelt Highway.

MAPS:

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

(see attached)

Proposed Site Plan:

(see attached)

CONDITION(S) TO BE MODIFIED

2.a. To the revised site plan received by the Department of Environment and Community Development on May 3rd 2006. 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. The applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

3.c. Provide a natural buffer, undisturbed except for approved access and utility crossings, improvements, and replanting's where sparsely vegetated and subject to the approval of the Fulton County Arborist, adjacent to the following property lines and in the widths shown:

100 feet wide around the perimeter of the property except shown on the site plan referenced in condition 2.a., with no additional setback for all improvements or as may be approved by the Director of the Department of Environment and Community Development. Provided compliance with Article 34. 7 is proven at time of application for a land disturbance permit, reduce the 100-foot buffer for lots numbered 44-73, as shown on the plan reference in condition 2.a., and provide a 6-foot high fence along the property line.

3.f. The community and amenity areas shall include a pool, a clubhouse as well as walking trails and shall be accessible by sidewalks and/or trails.

4. To the owner's agreement to abide by the following traffic requirements, dedications and improvements:

a. Reserve for Fulton County along the necessary property frontage of the following roadways, prior to the approval of a Land Disturbance permit, sufficient land as necessary to provide for compliance with the Comprehensive Plan. All building setback lines 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 may straddle the reservation line so that the reservation line bisects the required landscape strip or buffer. At a minimum, 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.
45 feet from centerline of Bishop Road;
45 feet from centerline of Rivertown Road.

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 Bishop Road;
30 feet from centerline of Rivertown Road.

5. To the owner's agreement to abide by the following:

a. Prior to submitting the application for a (LDP) with the Department of Environment and Community Development, Development Review Division, arrange to meet with the Fulton County Traffic Engineer. A signed copy of the results of these meetings will be required to be submitted along with the application for a Land Disturbance Permit.

b. Prior to submitting the application for an LDP, arrange an 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 an LDP.

c. Prior to submitting the application for an LDP, the developer/engineer shall contact the Public Works Department, Water Services Division, and arrange to meet on-site with an engineer from the Surface Water Management Program (SWMP), who is responsible for review of Storm Water Concept Plan submittals.

d. Prior to submitting the application for an LDP, the developer and/or engineer shall submit to the SWMP, through the Development Review Division, a project Storm Water Concept Plan. This concept plan shall indicate the preliminary location of the storm water management facilities intended to manage the quality and quantity of storm water. The concept plan shall specifically address the existing downstream off-site drainage conveyance system(s) that the proposed development surface runoff will impact, and the discharge path(s) from the outlet of the storm water management facilities to the off-site drainage system(s) and/or appropriate receiving waters. As part of the Storm Water Concept Plan submittal, a preliminary capacity analysis shall be performed by the engineer on the off-site drainage system(s) points of constraint. The capacity analysis shall determine the capacity of all existing constraint points, such as pipes, culverts, etc. from the point of storm water discharge at the proposed development site boundary downstream to the confluence of the receiving drainage course at a point where the drainage area is at least ten times the proposed development site area and the next downstream drainage area having a drainage area of fifty acres or more. The critical capacity points shall be selected based upon the engineer's field observation, professional judgment, and limited field survey data. The analysis shall identify the downstream properties pre and post development 1 00-year water surface elevations, and for any post development water surface elevation increase exceeding 0.05 feet, the developer shall acquire the applicable offsite drainage easement to accommodate the 100-year storm flow through impacted properties. Where Fulton County has completed a model of the basin, it shall be used by the developer in the analyses.

e. Where storm water currently drains by sheet flow and it is proposed to be collected to and/or discharged at a point, such that the discharge from the storm water management facility outlet crosses a property line, such discharge shall mimic pre-development sheet flow conditions. A description of the method proposed to achieve post-development sheet flow conditions shall be provided as part of the Storm Water Concept Plan. Should the method to achieve sheet flow across an external property line be unsuccessful, the developer shall acquire an easement(s) from the point of discharge to a point down gradient at a live dry weather stream sufficient to contain the 25-year storm flow or other location as approved by the Director of Public Works. This condition will not apply when the storm water management facility is designed and approved to discharge directly to a stream or watercourse.

f. A draft of the Inspection and Maintenance Agreement required by Fulton County Code Section 26-278 shall be submitted to the Department of Public Works with the Storm Water Concept Plan.

g. The Inspection and Maintenance Agreement shall provide that all storm water management/detention facility outlet control structures shall be inspected, photographed, and cleaned, if necessary, on a monthly basis, by the owner. The Inspection and Maintenance Agreement shall require that the design engineer shall prepare an operation and maintenance guidance document, for use by the owner and/or any professionals retained by the owner, to plainly describe the basic operational function of the facility(ies), including a description of a permanent marker post(s) which shall indicate that the level of sediment which, if exceeded, requires sediment removal. The Inspection and Maintenance Agreement shall require an annual operation and maintenance report for all storm water management/detention facilities be prepared by a licensed design professional and submitted to the SWMP. The annual report shall include monthly inspections, photographs, and documentation of the cleaning of storm water management/detention facilities outlet contr61; structure(s) as well as an operational assessment of the facilities indicating that they do, or do not, function as described in the design guidance document (described above), and if they do not, a description of the specific actions to be taken to allow the facilities to function as intended.

h. The required Inspection and Maintenance Agreement shall be recorded with the Clerk of Superior Court prior to issuance of an LOP, Grading Permit, or Building Permit associated with the development.

i. The engineer/developer is required to submit, along with the application for an LOP, signed documentation verifying approval of the Storm Water Concept Plan.

j. Where paved parking areas (including access aisles) are proposed to exceed 5,000 square feet, the storm water management facilities shall be designed to reduce pollutants such as oil, grease and other automobile fluids that may leak from vehicles. A general description, or concept, of the storm water management facilities proposed to achieve the removal of such pollutants shall be submitted with the Storm Water Concept Plan. A detailed design of such facilities shall be included in applicable documents for a land disturbance permit.

k. With the application for an LDP, provide documentation (such as channel cross-sections, centerline profile, etc.) describing the geometry of those existing natural streams, creeks, or draws within the proposed development boundary which in the design engineer's judgment are at risk of erosion due to increased flow, provide a description of the basis utilized in judging areas to be at risk, and provide details on the Storm Water Management Plan of the post-development channel bank protection measures.

l. The developer/engineer shall demonstrate to the County by engineering analysis submitted with the LDP application, that the discharge rate and velocity of the storm water runoff resulting from the development is restricted to seventy-five percent (75%) of the pre-development conditions for the 1-year frequency storm event, up to and including the ten (1 0)-year frequency storm event.

m. Drainage from all disturbed areas shall be collected and conveyed to a storm water management facility provided as part of the development. The Storm Water Concept Plan shall identify any proposed areas with incidental and minor release of storm water not conveyed to such facilities, subject to the approval of the Director of Public Works. Plans for any land disturbance permit shall show all proposed drainage patterns for the proposed development after its completion. Any incidental release of unmanaged or untreated storm flows from any disturbed portion' of the developed property shall be allowed only with the approval of the

Director of Public Works. Other than minimal incidental flows shall be specifically approved by the Director of Public Works. Bypass flows will not be permitted except from undisturbed areas within a buffer or other protected easement. Final plans shall provide for collection, conveyance and treatment of all approved incidental flows from developed lots or parcels, individual residences or building structures.

n. Storm water management facility(ies) volumes shall be designed to achieve water quality treatment, channel protection, over bank flood protection and extreme flood protection, in accordance with the Georgia State Storm Water Manual, except that the duration of release for water quality treatment shall be 48 hours.

o. The developer/engineer is responsible to submit with the application for Land Disturbance Permit (LDP) a floodplain hydrology and hydraulic study. This floodplain study shall establish the on-site pre-development 1 00-year storm frequency Base Flood Elevation (BFE) of the pre-development floodplain. The LDP Storm Water Management Plan shall graphically depict the pre-development floodplain horizontal boundaries and show the BFE.

p. The developer/builder at the Building Permit application shall demonstrate to the County that each lot and/or building site with established 1 00-year pre-development floodplain BFE, complies with the County's floodplain lowest floor elevation requirement, prior to the inspection and approval of the structure's foundation under construction. The FEMA Elevation Certificate shall be utilized to demonstrate that the top of the structure lowest floor complies with county requirements.

q. The developer/builder, at the Building Permit application shall provide to the County a lot site grading plan that shows the BFE and graphically depicts the pre-development 1 00-year floodplain horizontal boundary, and proposed structure foundation location, including lot's buildable area required by the County code.

PUBLIC PARTICIPATION

The petitioner held a public participation meeting on June 30, 2021. The report is attached.

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: 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

The petitioners are submitting a site plan and proposal that is completely different from the previously approved plan, hence the extensive requests for modifications.

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 the residential theme of the area. It would also provide a housing type that is often desired but infrequently built in the community.

The remaining site conditions would remain.

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.

Staff recommendation is for **APPROVAL** of all requests.

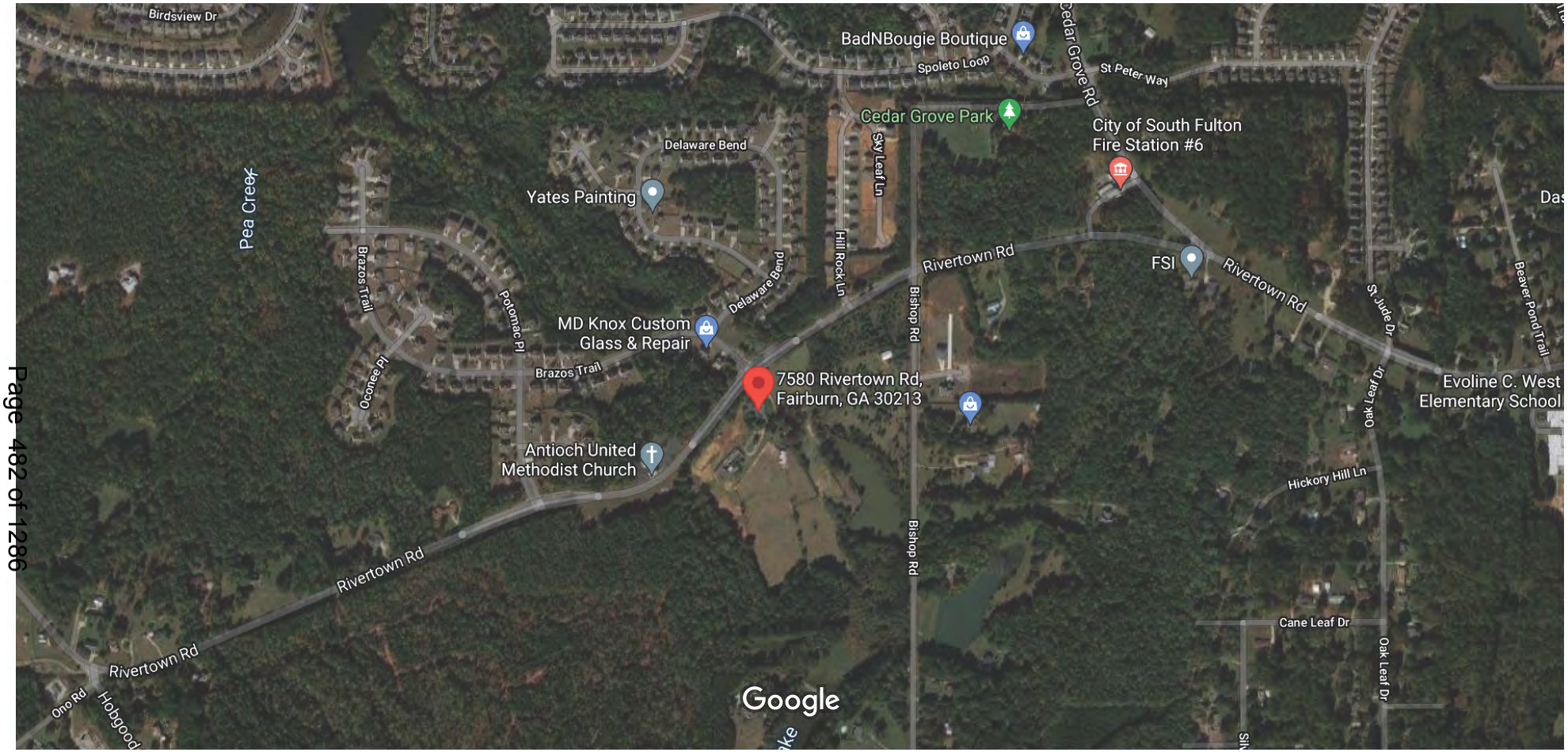
PREPARED BY:
Nathan Mai-Lombardo, Planning and Zoning Administrator

REVIEWED BY:
Shayla Reed, Director

MAYOR & COUNCIL ACTION

TBD

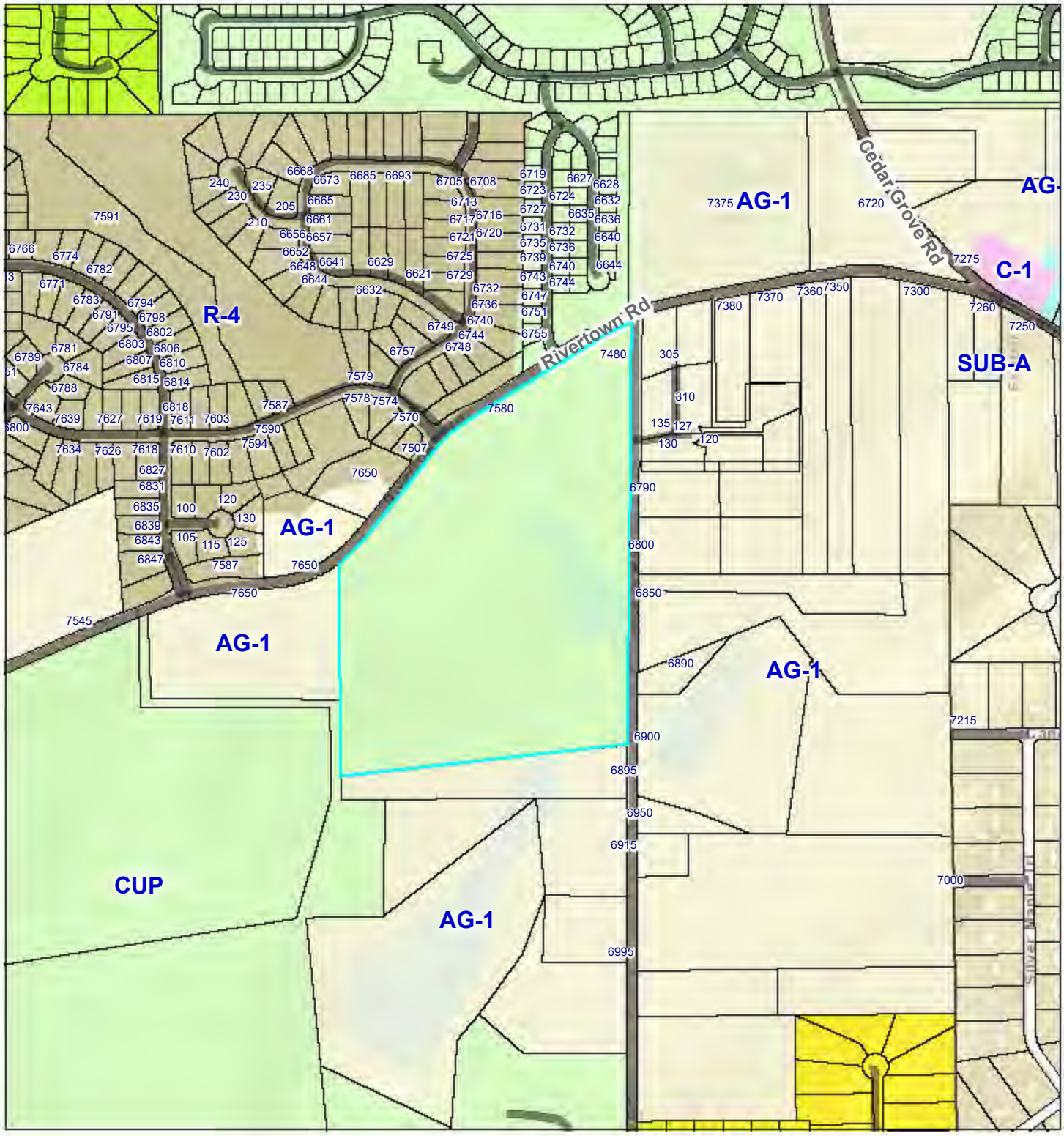
Google Maps 7580 Rivertown Rd



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

City of South Fulton I July 27, 2021

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
- Street Centerlines
- City Limits
- Tax Parcels from County

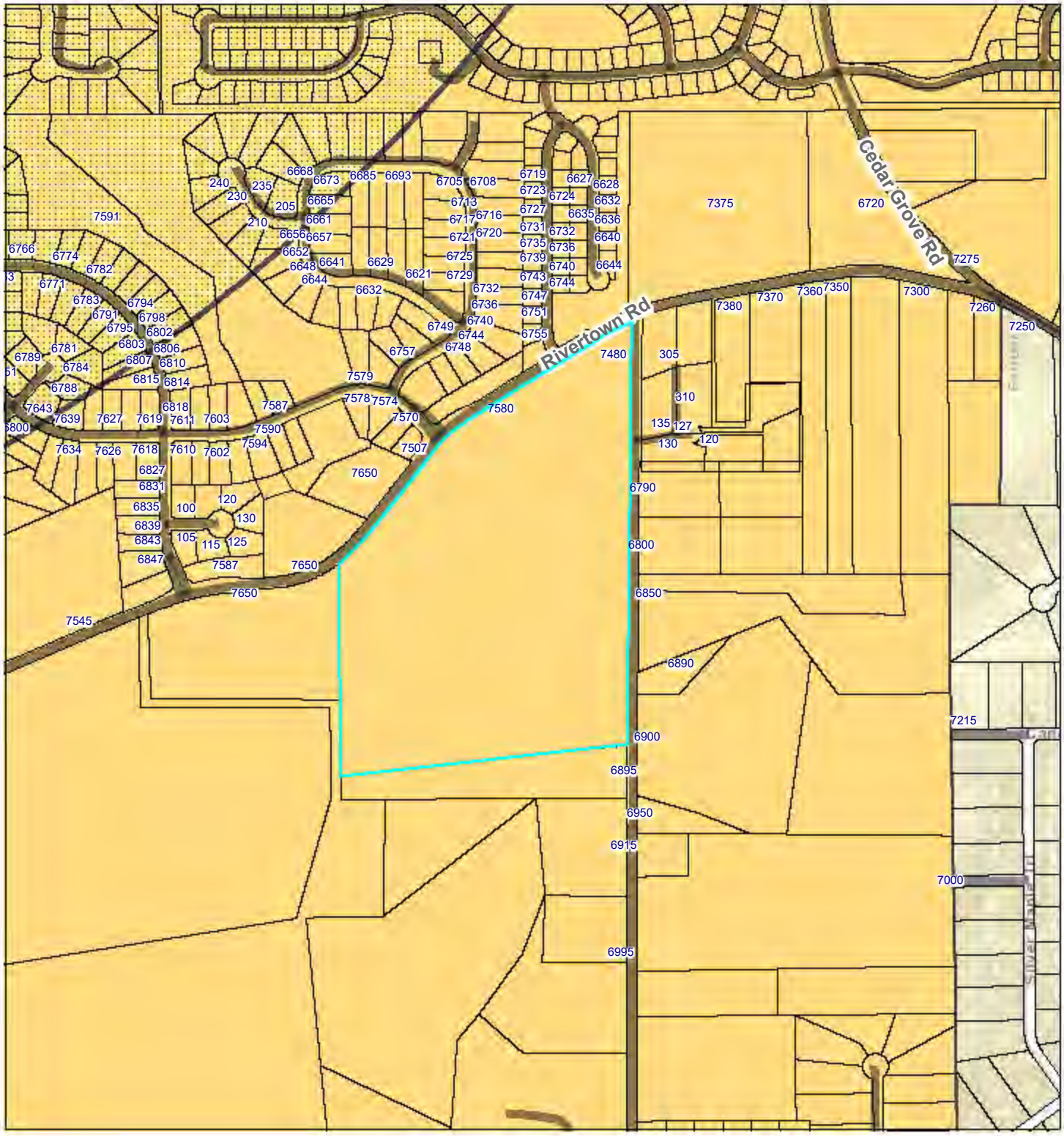
Current Zoning

- AG-1 (Agricultural)
- C-1 (Limited Commercial)
- CUP (Community Unit Plan)
- MIX (Mixed Use)
- R-2A (Single Family Dwelling)
- R-4 (Single Family Dwelling)
- SUB-A (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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Address Points

Street Centerlines

City Limits

Tax Parcels from County

2035 Future Land Use

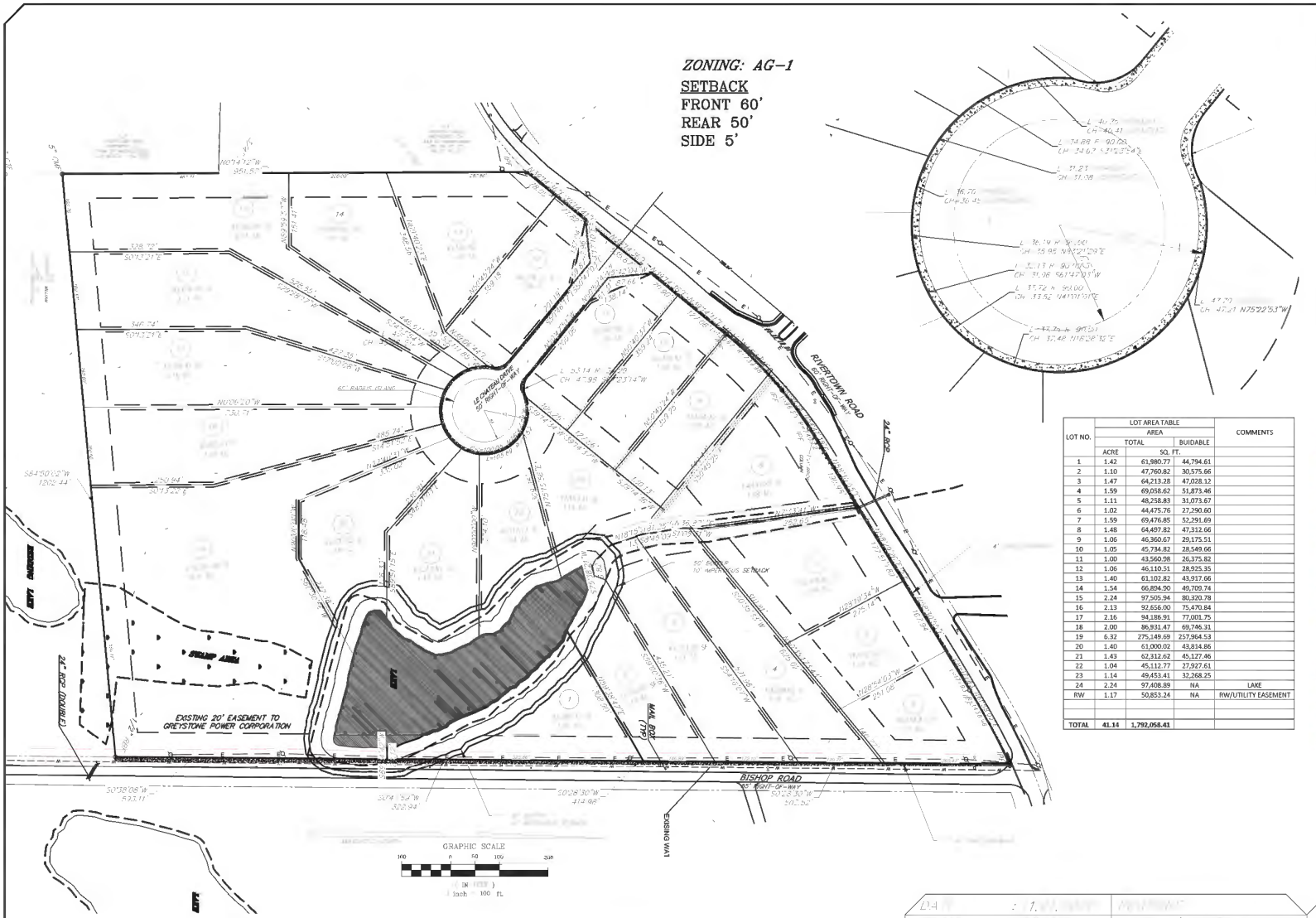
Rural Neighborhood

South Fulton Pkwy Transitional

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

Web AppBuilder for ArcGIS

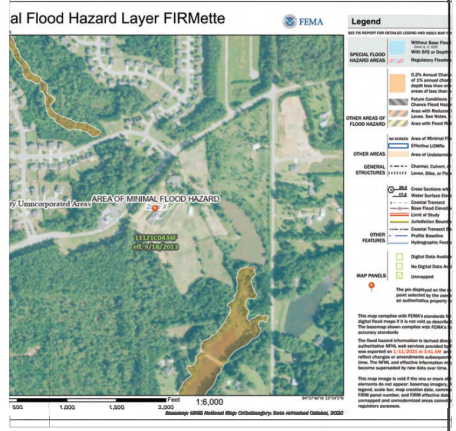
City of South Fulton, GA





OCATION MAP NTS

LOT NO.	LOT AREA TABLE			COMMENTS
	AREA			
	TOTAL		BUIDABLE	
	ACRE	SQ. FT.		
1	1.42	61,980.77	44,794.61	
2	1.10	47,760.82	30,575.66	
3	1.47	64,213.28	47,028.12	
4	1.59	69,058.62	51,873.46	
5	1.11	48,258.83	31,073.67	
6	1.02	44,475.76	27,290.60	
7	1.59	69,476.85	52,291.69	
8	1.48	64,497.82	47,312.66	
9	1.06	46,360.67	29,175.51	
10	1.05	45,734.82	28,549.66	
11	1.00	43,560.98	26,375.82	
12	1.06	46,110.51	28,925.35	
13	1.40	61,102.82	43,917.66	
14	1.54	66,894.90	49,709.74	
15	2.24	97,505.94	80,320.78	
16	2.13	92,656.00	75,470.84	
17	2.16	94,186.91	77,001.75	
18	2.00	86,931.47	69,746.31	
19	6.32	275,149.69	257,964.53	
20	1.40	61,000.02	43,814.86	
21	1.43	62,312.62	45,127.46	
22	1.04	45,112.77	27,927.61	
23	1.14	49,453.41	32,268.25	
24	2.24	97,408.89	NA	LAKE
RW	1.17	50,853.24	NA	RW/UTILITY EASEMENT
TOTAL	41.14	1,792,058.41		



FLOOD STATEMENT

TOTAL AREA
41.62 AC.

PRELIMINARY PLAT FOR:

LE CHATEAU ESTATES

7580 RIVERTOWN ROAD,
SOUTH FULTON, GA 30213
LOCATED IN LAND LOT 119,
7TH DISTRICT,
FULTON COUNTY, GEORGIA

SHEET NUMBER 1OF1

LAND ENGINEERING & SURVEYING, INC.
2040 Meyers Drive
Lawrenceville, Georgia 30045
Tel: (404) 396-0192
land_engineering@yahoo.com



BOUNDARY CURVE TABLE			
LENGTH (FT)	RADIUS (FT)	CHORD (FT)	CHORD DIRECTION
124.47	1,096.31	124.40	N40°59'59"E
259.23	741.15	257.91	N40°46'01"E
175.60	1,415.79	175.48	N61°20'23"E

Notes:

- information obtained from Clark Design Group, PC ; date March 26, 2004.
- hic information obtained from Fulton County GIS data.
- urvey performed.
- erty does not lie within a 100-year floodplain limits as shown on unty Flood Map 13121 C0464E; Effective Date: July 22, 1998.
- er's Association will be responsible for maintenance of open space.
- nd utilities to be designed and constructed to Fulton County standards.
- state waters and wetlands present on this site. See Plan for location.
- nd utilities, sidewalks, and streetlights are required.
- nt, side, and rear yards are required.
- greenbelt buffer will exist along Rivertown Road.
- covenants and architectural controls will apply and will be established by wner's Association.
- ll have direct access from Rivertown Road.
- Identification Numbers for the overall property are: 0119-032-6 (41 Acre Eastern Tract), and 07-1800-0119-063-1 and 0120-006-7 (127 Acre Western Tract)


Existing Pond

FULTON COUNTY

May 4, 2006

Mr. Randy Hayes
Hayes Development, Incorporated
805 East Lanier Avenue, Suite C
Fayetteville, Georgia 30214

Re: Item 06-0391
Regular Meeting, May 3, 2006
Petition 2006Z 0018 FCS
Bishop Road
Application of Jerry & Donna Henry

Dear Mr. Hayes:

The above-referenced application, 2005Z 0018, has been approved by the Board of Commissioners of Fulton County.

For your information, on April 10, 1991, the Board of Commissioners amended the Zoning Resolution, Article XXVIII, Section 28.6, Expirations & Extensions of Zonings. This amendment requires the applicant to obtain a building permit, certificate of occupancy, or land disturbance permit within 36 months.

A copy of the Verbatim Minutes for the May 3, 2006 Board of Commissioners Regular Meeting will be available upon ratification at the June 7, 2006, BOC Regular Meeting.

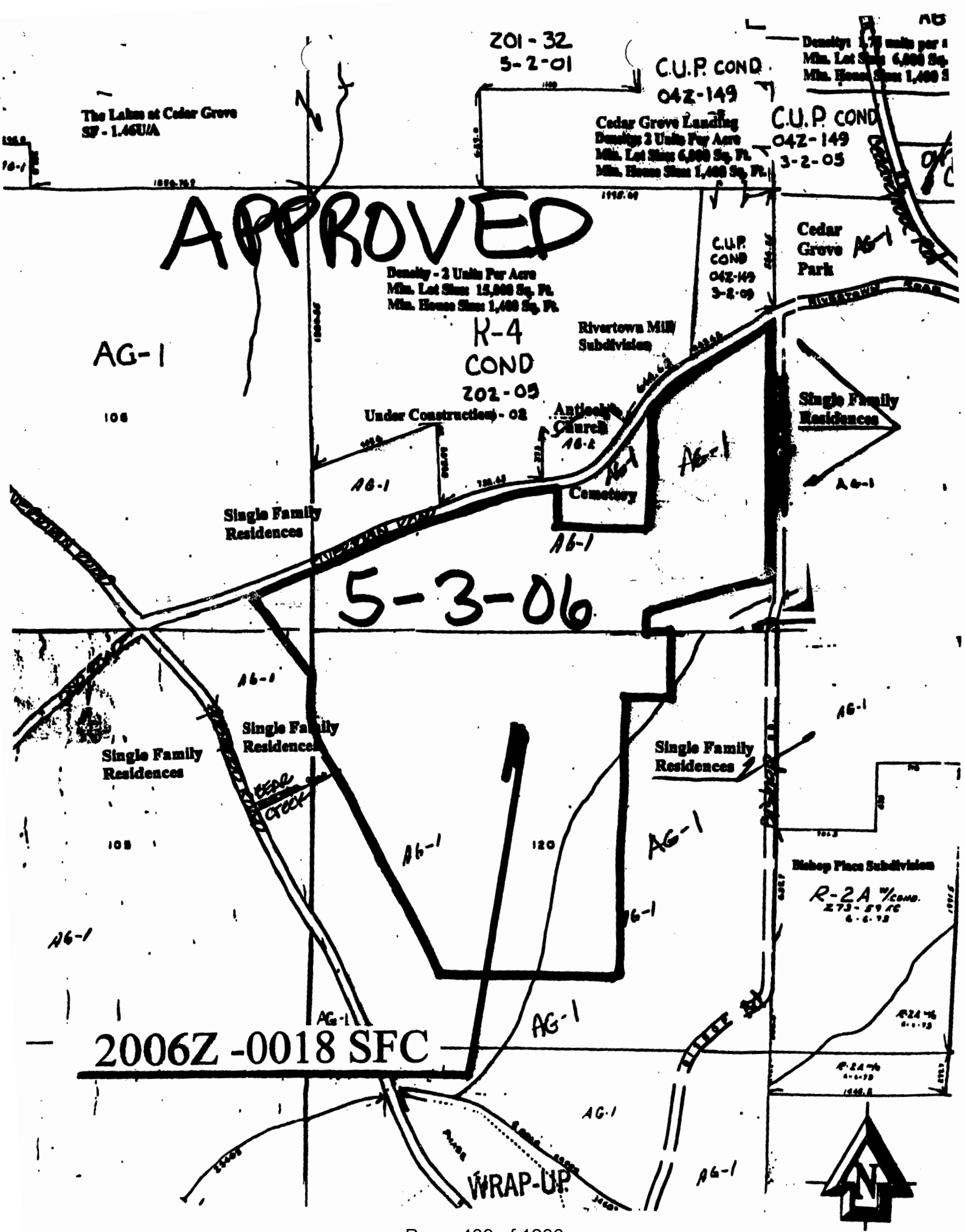
For further information, please contact Mr. Randy Beck, Planning Analysis Manager of the Planning and Zoning Division, at 404-730-8053.

Sincerely,

Mark Massey
Clerk to the Commission

MM/jb

cc: Mr. Randy Beck, Planning Analysis Manager, Planning & Zoning Division
Clerk's file


APPROVED
Z01-32
5-2-01
C.U.P. COND
04Z-149
The Lakes at Cedar Grove
SF - 1.46U/A
Cedar Grove Landing
Density 2 Units Per Acre
Min. Lot Size 6,000 Sq. Ft.
Min. House Size 1,400 Sq. Ft.
C.U.P. COND
04Z-149
3-2-05
C.U.P. COND
04Z-149
3-2-05
Cedar Grove Park
AG-1
Density - 2 Units Per Acre
Min. Lot Size 15,000 Sq. Ft.
Min. House Size 1,400 Sq. Ft.
R-4
COND
Z02-05
Rivertown Mill Subdivision
AG-1
106
Under Construction - 02
Antioch Church
Single Family Residences
Cemetery
Single Family Residences
5-3-06
Single Family Residences
Single Family Residences
Single Family Residences
105
120
Bishop Place Subdivision
R-2A w/cond.
Z73-59 AC
6-6-73
2006Z-0018 SFC
WRAP-UP
N

RECOMMENDED CONDITIONS

If this petition is approved by the Board of Commissioners, it should be APPROVED CUP (Community Unit Plan) CONDITIONAL subject to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the Board of Commissioners.

1. To the owner's agreement to restrict the use of the subject property as follows:

   a. Single family detached dwellings and accessory uses and structures.

   b. No more than ~~327~~ 302 total dwelling units at a maximum density of ~~1.95~~ 1.805 dwelling units per acre, whichever is less, based on the total acreage zoned. Approved lot/unit totals are not guaranteed. The developer is responsible through site engineering (at the time of application for a Land Disturbance Permit) to demonstrate that all lots/units within the approved development meet or exceed all the development standards of Fulton County. The total lot/unit yield of the subject site shall be determined by this final engineering.

   c. The minimum lot size shall be ~~8,050~~ 6,000 square feet ~~for the eastern tract (lots numbered 1-75) and 7,500 square feet for the western tract (lots numbered 76-327) as shown on the site plan referenced in condition 2.a.~~.

   d. The minimum heated floor area per dwelling unit shall be 2,000 square feet.

   e. All dwellings shall have a 2-car garage.

2. To the owner's agreement to abide by the following:

   a. To the revised site plan received by the Department of Environment and Community Development on ~~February 17, 2006~~ May 3, 2006*. 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. The applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

   b. All areas which are not part of an individual lot and 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 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. The minimum design standards are:

Minimum lot width at building line: 60 feet
~~eastern tract, lots numbered 1-75: 70 feet~~
~~western tract, lots numbered 76-327: 75 feet~~

~~Building setbacks for all lots~~
Minimum front yard: 20 feet
Minimum side corner yard: 20 feet
Minimum side yard: ~~7.5~~ 5 feet
Minimum rear yard: ~~25~~ 10 feet

b. Provide a staggered setback of all dwelling facades. Staggered setbacks shall be determined by the placement of the dwellings on either side of the dwelling in question. Said setback shall provide a minimum 5-foot variation for single family detached dwellings as measured from the back of curb.

c. Provide a natural buffer, undisturbed except for approved access and utility crossings, improvements, and replantings where sparsely vegetated and subject to the approval of the Fulton County Arborist, adjacent to the following property lines and in the widths shown:

~~50 feet~~ 100 wide around the perimeter of the property except ~~along the west property line~~ along the property line labeled S00°34'58"E 116.39' as shown on the site plan referenced in condition 2.a., with no additional setback for all improvements or as may be approved by the Director of the Department of Environment and Community Development. Provided compliance with Article 34.7 is proven at time of application for a land disturbance permit, reduce the 100 ~~50~~-foot buffer for lots numbered 44-73 ~~82 thru 85~~, as shown on the plan reference in condition 2.a., and provide a 6-foot high fence along the property line.

d. All dwellings on lots abutting Rivertown Road and Bishop Road shall be four sided brick, stucco, stone, stacked stone and masonry accent materials (i.e. shake cedar architectural accents in gables) or a combination thereof. Remaining lots shall have a minimum front and 2-sides of each house composed of brick, stone, stacked stone, stucco, and masonry accent materials (i.e. shake cedar architectural accents in gables) or a combination thereof.

e. Vinyl and aluminum siding are prohibited.

f. The community and amenity areas shall include a pool, a clubhouse as well as walking trails and shall be accessible by sidewalks and/or trails.

4. To the owner's agreement to abide by the following traffic requirements, dedications and improvements:

a. Reserve for Fulton County along the necessary property frontage of the following roadways, prior to the approval of a Land Disturbance permit, sufficient land as necessary to provide for compliance with the Comprehensive Plan. All building setback lines 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 may straddle the reservation line so that the reservation line bisects the required landscape strip or buffer. At a minimum, 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.
45 feet from centerline of Bishop Road;

45 feet from centerline of Rivertown Road.

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 Bishop Road;

30 feet from centerline of Rivertown Road.

5. To the owner's agreement to abide by the following:

a. Prior to submitting the application for a (LDP) with the Department of Environment and Community Development, Development Review Division, arrange to meet with the Fulton County Traffic Engineer. A signed copy of the results of these meetings will be required to be submitted along with the application for a Land Disturbance Permit.

b. Prior to submitting the application for an LDP, arrange an 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 an LDP.

c. Prior to submitting the application for an LDP, the developer/engineer shall contact the Public Works Department, Water Services Division, and arrange to meet on-site with an engineer from the Surface Water Management Program (SWMP), who is responsible for review of Storm Water Concept Plan submittals.

d. Prior to submitting the application for an LDP, the developer and/or engineer shall submit to the SWMP, through the Development Review Division, a project Storm Water Concept Plan. This concept plan shall indicate the preliminary location of the storm water management facilities intended to manage the quality and quantity of storm water. The concept plan shall specifically address the existing downstream off-site drainage conveyance system(s) that the proposed development surface runoff will impact, and the discharge path(s) from the outlet of the storm water management facilities to the off-site drainage system(s) and/or appropriate receiving waters. As part of the Storm Water Concept Plan submittal, a preliminary capacity analysis shall be performed by the engineer on the off-site drainage system(s) points of constraint. The capacity analysis shall determine the capacity of all existing constraint points, such as pipes, culverts, etc. from the point of storm water discharge at the proposed development site boundary downstream to the confluence of the receiving drainage course at a point where the drainage area is at least ten times the proposed development site area and the next downstream drainage area having a drainage area of fifty acres or more. The critical capacity points shall be selected based upon the engineer's field observation, professional judgment, and limited field survey data. The analysis shall identify the downstream properties pre and post-development 100-year water surface elevations, and for any post-development water surface elevation increase exceeding 0.05 feet, the developer shall acquire the applicable offsite drainage easement to accommodate the 100-year storm flow through impacted properties. Where Fulton County has completed a model of the basin, it shall be used by the developer in the analyses.

e. Where storm water currently drains by sheet flow and it is proposed to be collected to and/or discharged at a point, such that the discharge from the storm water management facility outlet crosses a property line, such discharge shall mimic pre-development sheet flow conditions. A description of the method proposed to achieve post-development sheet flow conditions shall be provided as part of the Storm Water Concept Plan. Should the method to achieve sheet flow across an external property line be unsuccessful, the developer shall acquire an easement(s) from the point of discharge to a point down gradient at a live dry weather stream sufficient to contain the 25 year storm flow or other location as approved by the Director

of Public Works. This condition will not apply when the storm water management facility is designed and approved to discharge directly to a stream or watercourse.

f. A draft of the Inspection and Maintenance Agreement required by Fulton County Code Section 26-278 shall be submitted to the Department of Public Works with the Storm Water Concept Plan.

g. The Inspection and Maintenance Agreement shall provide that all storm water management/detention facility outlet control structures shall be inspected, photographed, and cleaned, if necessary, on a monthly basis, by the owner. The Inspection and Maintenance Agreement shall require that the design engineer shall prepare an operation and maintenance guidance document, for use by the owner and/or any professionals retained by the owner, to plainly describe the basic operational function of the facility(ies), including a description of a permanent marker post(s) which shall indicate that the level of sediment which, if exceeded, requires sediment removal. The Inspection and Maintenance Agreement shall require an annual operation and maintenance report for all storm water management/detention facilities be prepared by a licensed design professional and submitted to the SWMP. The annual report shall include monthly inspections, photographs, and documentation of the cleaning of storm water management/detention facilities outlet control structure(s) as well as an operational assessment of the facilities indicating that they do, or do not, function as described in the design guidance document (described above), and if they do not, a description of the specific actions to be taken to allow the facilities to function as intended.

h. The required Inspection and Maintenance Agreement shall be recorded with the Clerk of Superior Court prior to issuance of an LDP, Grading Permit, or Building Permit associated with the development.

i. The engineer/developer is required to submit, along with the application for an LDP, signed documentation verifying approval of the Storm Water Concept Plan.

j. Where paved parking areas (including access aisles) are proposed to exceed 5,000 square feet, the storm water management facilities shall be designed to reduce pollutants such as oil, grease and other automobile fluids that may leak from vehicles. A general description, or concept, of the storm water management facilities proposed to achieve the removal of such pollutants shall be submitted with the Storm Water Concept Plan. A detailed design of such facilities shall be included in applicable documents for a land disturbance permit.

k. With the application for an LDP, provide documentation (such as channel cross-sections, centerline profile, etc.) describing the geometry of those existing natural streams, creeks, or draws within the proposed development boundary which in the design engineer's judgment are at risk of erosion due to increased flow, provide a description of the basis utilized in judging areas to be at risk, and provide details on the Storm Water Management Plan of the post-development channel bank protection measures.

l. The developer/engineer shall demonstrate to the County by engineering analysis submitted with the LDP application, that the discharge rate and velocity of the storm water runoff resulting from the development is restricted to seventy-five percent (75%) of the pre-development conditions for the 1-year frequency storm event, up to and including the ten (10)-year frequency storm event.

m. Drainage from all disturbed areas shall be collected and conveyed to a storm water management facility provided as part of the development. The Storm Water Concept Plan shall identify any proposed areas with incidental and minor release of storm water not conveyed to such facilities, subject to the approval of the Director of Public Works. Plans for any land disturbance permit shall show all proposed drainage patterns for the proposed development after its completion. Any incidental release of unmanaged or untreated storm flows from any disturbed portion of the developed property shall be allowed only with the approval of the Director of Public Works. Other than minimal incidental flows shall be specifically approved by the Director of Public Works. Bypass flows will not be permitted except from undisturbed areas within a buffer or other protected easement. Final plans shall provide for collection, conveyance and treatment of all approved incidental flows from developed lots or parcels, individual residences or building structures.

n. Storm water management facility(ies) volumes shall be designed to achieve water quality treatment, channel protection, over bank flood protection and extreme flood protection, in accordance with the Georgia State Storm water Manual, except that the duration of release for water quality treatment shall be 48 hours.

o. The developer/engineer is responsible to submit with the application for Land Disturbance Permit (LDP) a floodplain hydrology and hydraulic study. This floodplain study shall establish the on-site pre-development 100-year storm frequency Base Flood Elevation (BFE) of the pre-development floodplain. The LDP Storm Water Management Plan shall graphically depict the pre-development floodplain horizontal boundaries and show the BFE.

p. The developer/builder at the Building Permit application shall demonstrate to the County that each lot and/or building site with established 100-year pre-

development floodplain BFE, complies with the County's floodplain lowest floor elevation requirement, prior to the inspection and approval of the structure's foundation under construction. The FEMA Elevation Certificate shall be utilized to demonstrate that the top of the structure lowest floor complies with county requirements.

q. The developer/builder, at the Building Permit application shall provide to the County a lot site grading plan that shows the BFE and graphically depicts the pre-development 100-year floodplain horizontal boundary, and proposed structure foundation location, including lot's buildable area required by the County code.

Fulton County Schools
Where Students Come First

Rezoning Impact Statement

5/28/2021

PETITION: **LE CHATEAU**

JURISDICTION: South Fulton

Proposed Residential Units

Single-family detached	Townhouses	Apartments	Condominiums
23	0	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
West, Evoline ES	712 to 756	750	1 to 11	-38 to 6	-38 to 17
Bear Creek MS	1,050 to 1,114	1,075	0 to 3	-25 to 39	-25 to 42
Creekside HS	1,667 to 1,771	1,900	1 to 6	-233 to -129	-232 to -123
TOTAL			2 to 20		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 July 27, 2021

PUBLIC PARTICIPATION PLAN
FORM D

Applicant: **Boye, Akinola**

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 Fulton County Zoning Resolution:

Individuals within a quarter mile of 7580 Rivertown Rd. COFS will provide the ¼ mile list a virtual meeting.

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

All individuals and others listed in 1 above will be contacted by letters in the mail

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 aforementioned individuals and others listed in 1 above

will be allowed to attend by ZOOM meeting.

at the minimum one meeting on a Wednesday (date and time TBD)

Attach additional sheets as needed.

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: **Boye, Akinola** Petition No. _____

Date: _____

1. The following parties were notified of the requested modification:

See attached list of invitees

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

A Zoning Condition Modification for FOR 7580 RIVERTOWN RD, COSF was held on June 30, 2021 between the hours of 5:00 pm and 6:00 pm. Meeting was held via zoom.

3. The following issues and concerns were expressed:

Effect of the proposed modification on the traffic, school system and infrastructure in the neighborhood. Also the quality of the proposed homes, anticipated time frame for building out the subdivision

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

The applicant assured the meeting that because the proposed modification will reduce possible housing density from 1.8 units per acre to 0.6 units per acre, impact on the items noted will be mush less than what would be the case with existing conditions. Applicant also noted that only higher quality homes $750, 000 to over $1.5 million with 3500 to over 10,000 square-footage are anticipated.

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.

Copies of meeting notice, List of attendees (sign-in) and Plans & Drawings that the applicant shared with the meeting.

LIST OF INVITEES

ADJACENT PROPERTY OWNERS/NEIGHBORHOOD ASSOCIATIONLETTERS

Owner	OwnerAddr1	OwnerAddr2
2015 3 IH2 BORROWER LP	901 MAIN ST SUITE 4700	DALLAS TX 75202
AIKEN FITZROY & JUDY	6625 DELEWARE BND	FAIRBURN GA 30213
ANTIOCH UNITED METHODIST CH	7650 RIVERTOWN RD	FAIRBURN GA 30213
ATKINSON WILLIAM L & EVANS COLETT	120 SUWANEE CIR	FAIRBURN GA 30213
BETHEL STEVEN	7606 BRAZOS TRL	FAIRBURN GA 30213
BROWN GEORGIA D	7598 BRAZOS TRL	FAIRBURN GA 30213
BROWN ROBIN SABRINA	6640 DELAWARE BEND	FAIRBURN GA 30213
BROWN TAMEKA Y	6641 DELAWARE BEND	FAIRBURN GA 30213
BROWN WILLIAM	7586 BRAZOS TRL	FAIRBURN GA 30213
BURKES NICOLE E	7607 BRAZOS TRL	FAIRBURN GA 30213
CAMERON MELVIN Y CAMERON DEQUANNIA C	6624 DELAWARE BEND	FAIRBURN GA 30213-2468
CAMPBELL ANGELLA	6633 DELAWARE BEND	FAIRBURN GA 30213
CAMPBELL LEE H & AMBER J	6744 DELAWARE BEND	FAIRBURN GA 30213-2469
CHILDS SAMANTHA	6632 DELEWARE BND	FAIRBURN GA 30213
CROUCH JAMES W	6800 BISHOP RD	FAIRBURN GA 30213
CROUCH PHILLIP	7380 RIVERTOWN RD	FAIRBURN GA 30213
CSH 2016 1 BORROWER LLC	8665 E HARTFORD DR SUITE 200	SCOTTSDALE AZ 85255
DAVIS DEBRA	6728 DELAWARE BEND	FAIRBURN GA 30213
DEENA ADAIR TRUST THE	6834 POTOMAC PL	FAIRBURN GA 30213
DENNIS LARRY	6753 DELAWARE BEND	FAIRBURN GA 30213
DORSEY HARVEY MADDEN DORSEY MARVIS	6814 POTOMAC PL	FAIRBURN GA 30213
ELLIS DANA & LUCILLE	6818 POTOMAC PL	FAIRBURN GA 30213
FIELDS MARY R & WILLIE JR	6644 DELAWARE BEND	FAIRBURN GA 30213
GREENFIELD PROPERTIES LLC	P O BOX 150	MARIETTA GA 30061
GRIFFIN JONAS J	6847 POTOMAC PL	FAIRBURN GA 30213
HARGROVE LAFAYETTE B III	6839 POTOMAC PL	FAIRBURN GA 30213
HENRY DONNA K & JERRY W	7580 RIVERTOWN RD	FAIRBURN GA 30213
HOLMES CRAIG	6748 DELAWARE BND	FAIRBURN GA 30213
HOUSING VENTURE PARTNERS L L C	6850 BISHOP RD	FAIRBURN GA 30213
IGA CAPITAL GROUP LLC	2691 MATHEWS ST SE	SMYRNA GA 30080
IH3 PROPERTY GEORGIA L P	10 GLENLAKE PKY STE 400	ATLANTA GA 30328-3421
JACKSON BARBARA	6732 DELAWARE BEND	FAIRBURN GA 30213
JAMES CHANEL & JAMES MICHAEL	130 SUWANEE CIR	FAIRBURN GA 30213
JENRETTE LAVELLE	6842 POTOMAC PL	FAIRBURN GA 30213
KNIGHT GROUP INC THE	9497 THORNTON RD	JONESBORO GA 30236
LAFOON JEFFREY D & RHONDA R	6890 BISHOP RD	FAIRBURN GA 30213
LAFOON MICHAEL T	6900 BISHOP RD	FAIRBURN GA 30213
LONG HARRY J	110 SUWANEE CIR	FAIRBURN GA 30213
LOUIS TAYON	130 BELAIRE CV	FAIRBURN GA 30213
LUCAS TAMIKA & MICHAEL	6737 DELAWARE BEND	FAIRBURN GA 30213
MANLEY MICHELE C	6749 DELAWARE BEND	FAIRBURN GA 30213
MATHIS STACIE N	6835 POTOMAC LANE	FAIRBURN GA 30213-5410
MAYBERRY JUANDA	7570 BRAZOS TRL	FAIRBURN GA 30213
MC NEIL JACQUELINE M	7622 BRAZOS TRL	FAIRBURN GA 30213
MICHAEL ANTHONY STEPHENS INC	380 PINE RIDGE BND	STONE MOUNTAIN GA 30087
MUSANTE JOYCE LOUISE	7545 RIVERTOWN RD	FAIRBURN GA 30213
NEW MILLENNIUM CUSTOM HOMES LLC	840 PINE RIDGE BND	STONE MOUNTAIN GA 30087
PASCHAL LATASHA	7599 BRAZOS TRL	FAIRBURN GA 30213
RACKLEY DAPHNE C	6724 DELAWARE BEND	FAIRBURN GA 30213
READUS ANTHONY T	6843 POTOMAC PL	FAIRBURN GA 30213
REDDING WILLIAM P & JANICE M	6895 BISHOP RD	FAIRBURN GA 30213
REDDING WILLIAM P & JANICE M	6915 BISHOP RD	FAIRBURN GA 30213
REESE TERESA A	7578 BRAZOS TRL	FAIRBURN GA 30213
RICHARDSON ELTON M & DIONNE M	6736 DELAWARE BEND	FAIRBURN GA 30213
RICKETTS MARCIA	6729 DELAWARE BEND	FAIRBURN GA 30213
RIVERTOWN HOMEOWNERS ASSOCIATION INC	1100 N MEADOW PKWY SUITE 116	ROSWELL GA 30076
RIVERTOWN HOMEOWNERS ASSOCIATION INC	1585 OLD NORCROSS RD STE 101	LAWRENCEVILLE GA 30046
RIVERTOWN HOMEOWNERS ASSOCIATION INC	1100 N MEADOW PKWY SUITE 114	ROSWELL GA 30076
RIVERTOWN ROAD LLC	4062 PEACHTREE RD NE STE A #277	ATLANTA GA 30319
SANCHEZ ACOSTA ARELY & ISLAS-ESPEJEI LUIS M	7574 BRAZOS TRL	FAIRBURN GA 30213
SCHWITZ DONNA MARIE COLE	6915 BISHOP RD	FAIRBURN GA 30213
SECRETARY OF VETERANS AFFAIRS	3401 W END AVE W SUITE 760	NASHVILLE TN 37203
SMITH ANN MARGARET	7590 BRAZOS TRL	FAIRBURN GA 30213
SPEED JAKIVA T	7594 BRAZOS TRL	FAIRBURN GA 30213
STEVENSON JEROME	6757 DELAWARE BEND	FAIRBURN GA 30213
TATE ERNEST N	6850 BISHOP RD	FAIRBURN GA 30213
TAYLOR EDGAR IV ET AL	6740 DELAWARE BND	FAIRBURN GA 30213
TRT LOGISTICS LLC MICHAEL JONES II	6752 DELAWARE BND	FAIRBURN GA 30213
TRUSTEES OF ANTIOCH UNITED METHODIST CHURCH	P.O. BOX 308	PALMETTO GA 30268
TURNER ANITA	6761 DELAWARE BND	FAIRBURN GA 30213
TURNER ROYCE L SR	7603 BRAZOS TRL	FAIRBURN GA 30213
WHITE LUCRETIA M	6621 DELAWARE BEND	FAIRBURN GA 30213
WHITE SHEMEKA JANESE & BOWENS CARLOS BERNARD	7602 BRAZOS TRL	FAIRBURN GA 30213
WHITLEY CYNTHIA	6636 DELAWARE BND	FAIRBURN GA 30213
WILLIAMS ERIKA J & EDWARD JR	6648 DELAWARE BEND	FAIRBURN GA 30213
WILLIAMS KORENDA R & DERRICK R	6629 DELAWARE BEND	FAIRBURN GA 30213
WILLIS CLIFFORD & PAMELA	6827 POTOMAC PL	FAIRBURN GA 30213
WRIGHT CURTIS L & CATHERINE	7610 BRAZOS TRL	FAIRBURN GA 30213
YOUNG JAMIL T & YOUNG NAKISHA K	120 PONDRIDGE LANE	MOOREVILLE NC 28117

INVITATION

ZONING CONDITION MODIFICATION FOR 7580 RIVERTOWN RD, COSF

You are invited to a zoom meeting on June 30, 2021 between the hours of 5:00 pm and 6:00 pm, to be informed of our request for a zoning condition modification for the referenced property.

We are requesting a modification to the existing condition to allow us to build luxury homes in the property. The current zoning condition allows a density of 1.8 dwelling units per acre. The requested modification will lower the density to 0.60 dwelling units per acre, with each lot being at least 1 acre.

There is a great demand for our homes and the proposed subdivision will attract upscale commercial developments to COSF. Additionally, with fewer units there will be, less stress on the City's infrastructures, and more green space will be preserved.

If you have any questions contact Maurice Ukadike (representative): at 770-365-7840: mukadike@gmail.com

See details below:

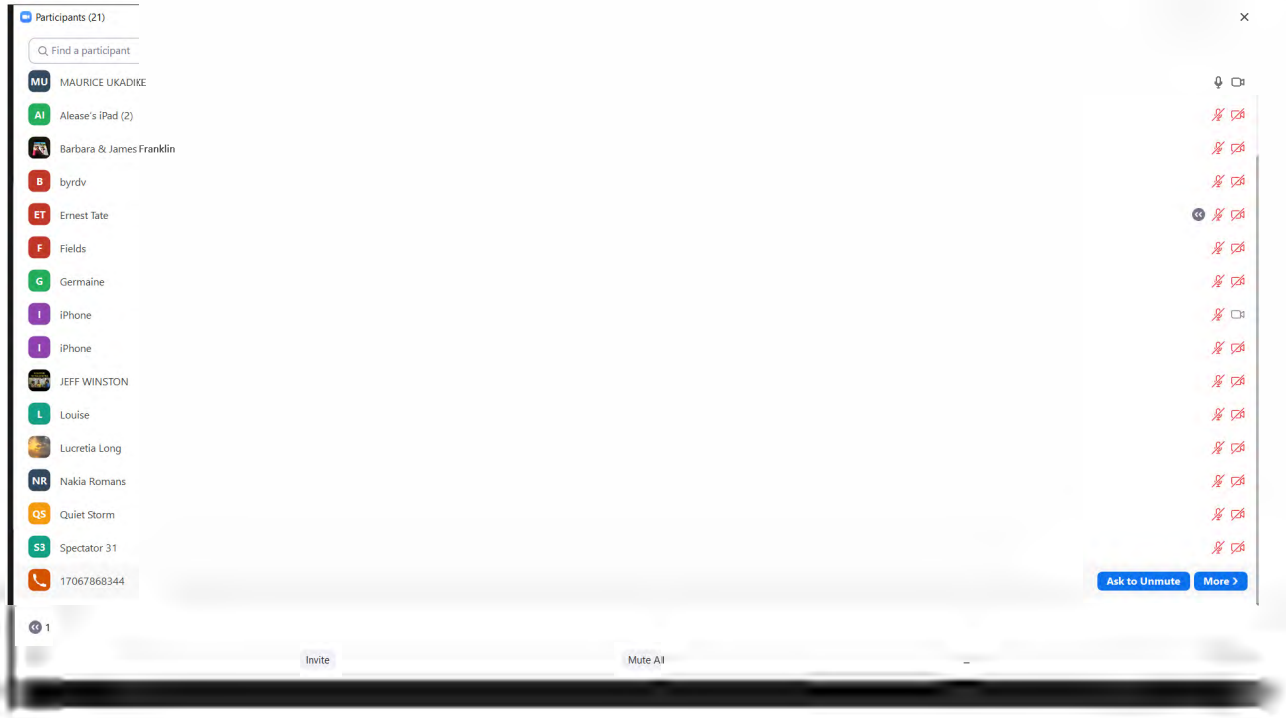
Topic: Zoning Condition Modification Meeting for 7580 Rivertown Rd. COSF
Time: Jun 30, 2021 05:00 PM Eastern Time (US and Canada)

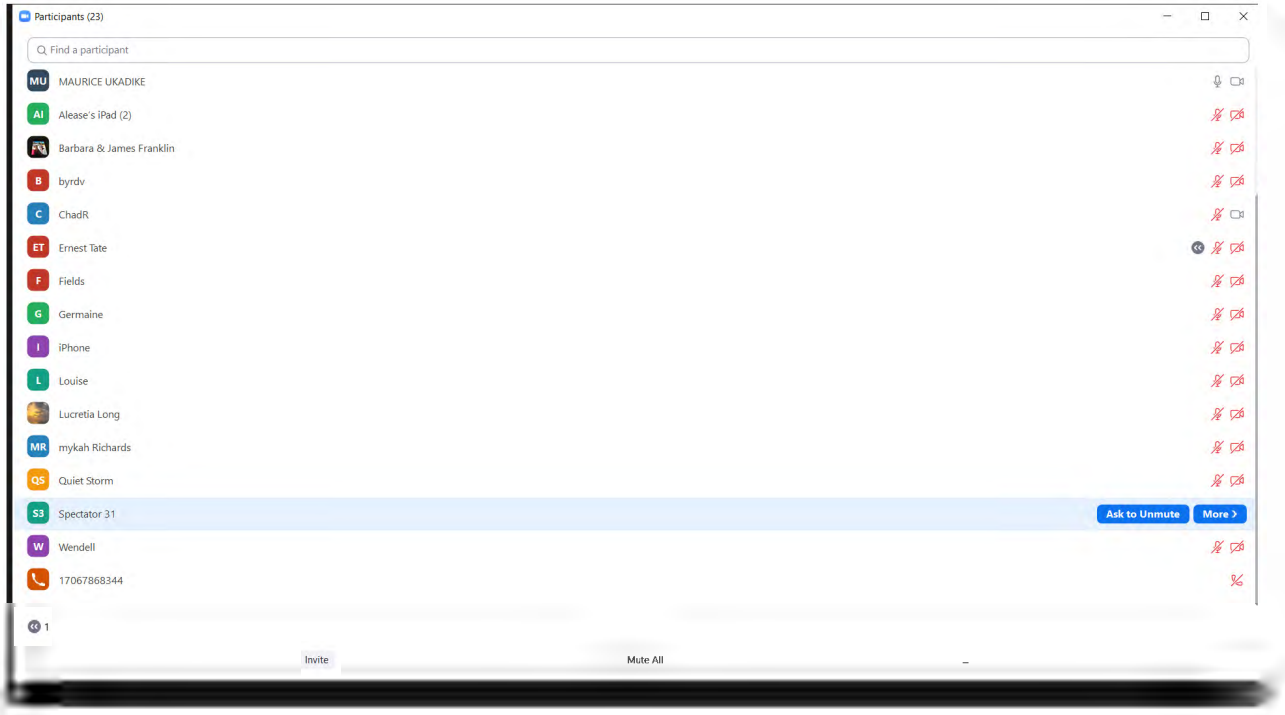
Join Zoom Meeting
https://zoom.us/j/7090166490

Meeting ID: 709 016 6490
One tap mobile
+13017158592,,7090166490# US (Washington DC)
+13126266799,,7090166490# US (Chicago)

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 436 2866 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
Meeting ID: 709 016 6490
Find your local number: https://zoom.us/u/aevo6Ubge9

Name	Email	Address	Phone number		Comments
Barbara Franklin	brfrank73@gmail.com	693 Bear Trail Fairburn, Ga 3		4049660350	Beautiful Homes
Mykah Richards	luxuryhomesbymykah@gmail.com	122 Kiram Terrace SW Atlant		6789942366	
Germaine Brown	germainetb@gmail.vom	545 Lakeside View, Fairburn,	678-230-9155		
William Redding	williampr@bellsouth.net	6895 Bishop Road, Fairburn,		4043913306	
Vivian Byrd	chefvivianf@hotmail.com	6818 Potomac Place	678-570-6250		
Chad Regans	chadregans@hotmail.com	6817 Oconee Place		4049131990	Please continue engagement with the local residents near this development. There is a lot of concern about any development in this area. I like the diversity of development but there will be community push back without sufficient community engagement.
Boye	boye@boyearchitect.com			4047870139	www.boyehomeplans.com
Stacie Mathis				4045092366	
Ernest Tate	entatelaw@gmail.com	6850 Bishop Road Fairburn, Ga 30213			
Councilwoman Gilyard	Naeema.Gilyard@ cityofsouthfultonga.gov				
Lucretia Long					
Jeff Winston					
Louise					
Fields					
Spectator 31					
Nakia Romans					
Unidentified guest				7067868344	
Unidentified guest			iphone		
Unidentified guest			iphone		
Maurice Ukadike	mukadike@gmail.com				
Alesa			ipad		
Darlita Moye	dejaimoye@gmail.com				
Mykah Richards					
Chad R					
Quiet Storm					


Participants (21)
Find a participant
MAURICE UKADIKE
Alease's iPad (2)
Barbara & James Franklin
byrdv
Ernest Tate
Fields
Germaine
iPhone
iPhone
JEFF WINSTON
Louise
Lucretia Long
Nakia Romans
Quiet Storm
Spectator 31
17067868344
Ask to Unmute
More
1
Invite
Mute All


Participants (23)
Find a participant
MAURICE UKADIKE
Alease's iPad (2)
Barbara & James Franklin
byrdv
ChadR
Ernest Tate
Fields
Germaine
iPhone
Louise
Lucretia Long
mykah Richards
Quiet Storm
Spectator 31
Ask to Unmute
More
Wendell
17067868344
1
Invite
Mute All

ATTACHMENT

PROPOSED NEW LE CHATEAU ESTATES

7580 RIVERTOWN ROAD, FAIRBURN, GA

PRELIMINARY MASTERPLAN







DEVELOPER

BOYE LUXURY HOMES

MASTERPLAN ARCHITECT

BOYE ARCHITECTURE

ARCHITECT BOYE AKINOLA, AIA

404-787-0139

WWW.BOYEHOMEPLANS.COM

WWW.BOYERCHITECTURE.COM

CIVIL ENGINEER/PLANNER:

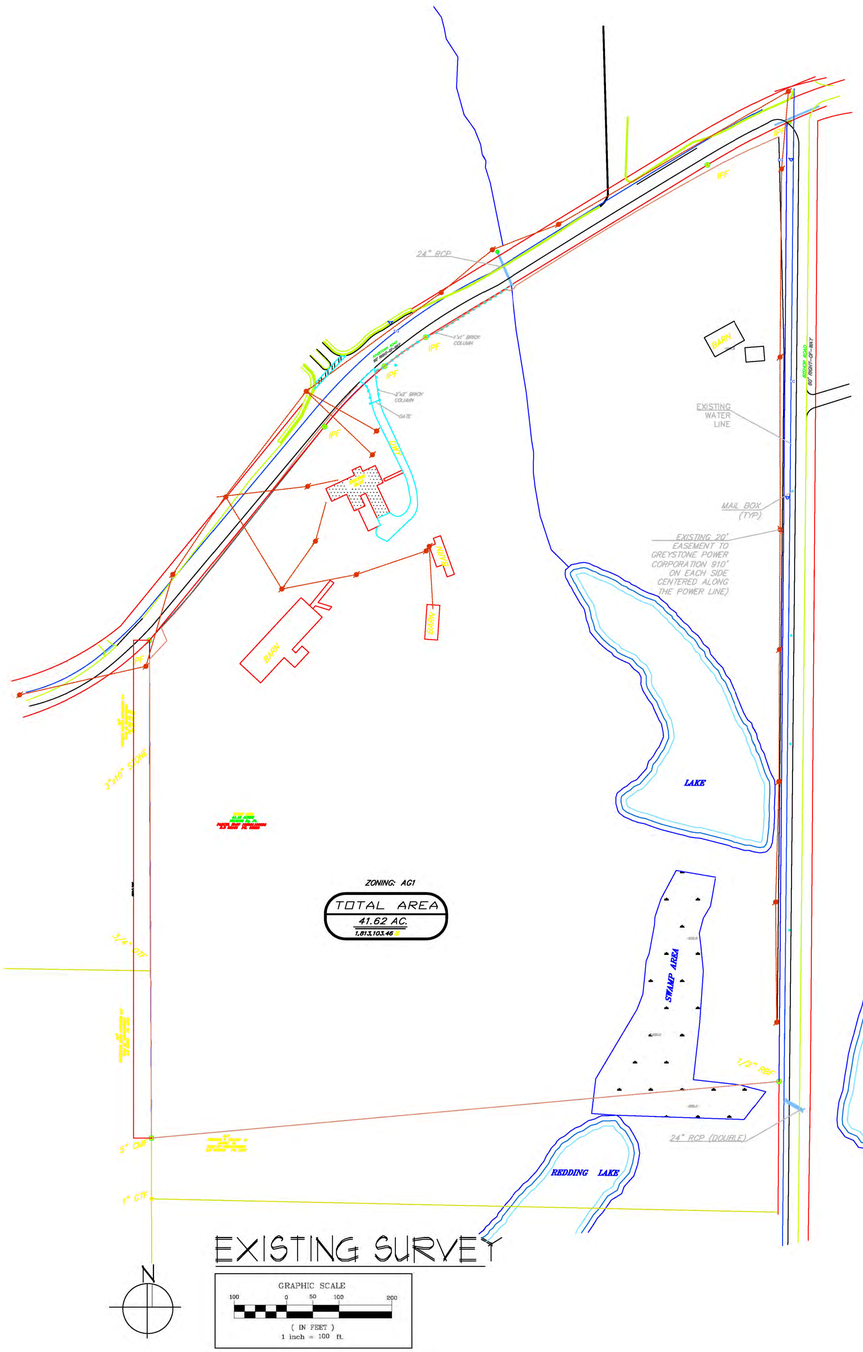
DR. MAURICE UKADIKE, PE

770-365-7840

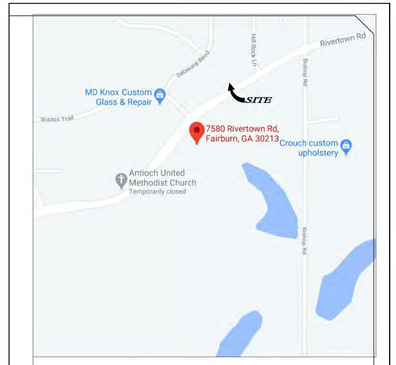
PRELIM. DESIGN SUBMITTAL - FEBRUARY 26, 2021

COPYRIGHT NOTICE:
THESE PLANS ARE LICENSED TO BOYE LUXURY HOMES LLC
FOR USE AT THE LE CHATEAU ESTATES SUBDIVISION
ONLY. ANY OTHER USE OR REPRODUCTION OF THESE PLANS
WITHOUT EXPRESS WRITTEN CONSENT FROM BOYE LUXURY
HOMES LLC IS PROHIBITED. USE OF THESE PLANS FOR OTHER THAN LOT/LOCATION PLANS
IS NOT PERMITTED FOR.

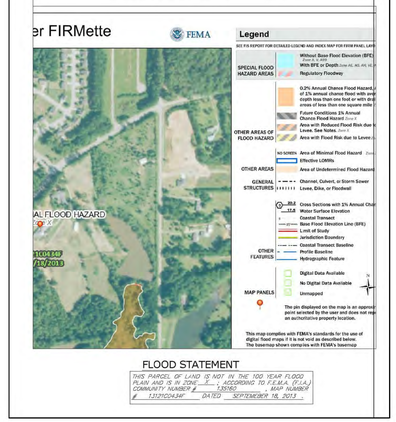
LOT NO.	LOT AREA TABLE AREA TOTAL ACRE	AREA TOTAL SQ. FT.	AREA BUIDABLE	COMMENTS
1	1.10	48,116.49	30,930.33	
2	1.02	44,323.01	27,137.85	
3	1.17	50,874.82	33,689.66	
4	1.30	56,499.23	39,314.07	
5	1.22	53,054.36	35,869.20	
6	1.22	53,336.68	36,151.52	
7	1.68	73,365.71	56,180.55	
8	2.00	86,971.18	69,786.02	
9	1.28	55,944.59	38,759.43	
10	1.00	43,740.98	26,555.82	
11	1.21	52,632.79	35,447.63	
12	1.02	44,265.02	27,079.86	
13	1.35	58,604.58	41,419.42	
14	2.16	94,750.13	77,564.97	
15	2.07	90,332.54	73,147.38	
16	2.19	95,549.93	78,364.77	
17	1.87	81,447.18	64,262.02	
18	5.20	226,643.17	209,458.01	
19	2.19	95,429.88	78,244.72	
20	2.09	90,833.50	73,648.34	
21	1.69	73,486.53	56,301.37	
22	1.13	49,227.79	32,042.63	
23	0.58	25,387.32	NA	
24	2.24	97,408.89	NA	LAKE
25	0.90	39,369.38	NA	DRIVEWAY/UTILITY EASEMENT
RW	0.24	10,462.72	NA	20' R/W DEDIDCATION
TOTAL	41.14	1,792,058.40		



EXISTING SURVEY



LOCATION MAP NTS



FLOOD STATEMENT

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE X ; ACCORDING TO F.E.M.A. (F.I.A.) COMMUNITY NUMBER # 135165 MAP NUMBER # 13121C0143F DATED SEPTEMBER 18, 2013

THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, SUBSURFACE CONDITIONS, OR OTHER MATTERS OF TITLE WHICH ARE NOT VISIBLE, NOT RECORDED, OR NOT DISCLOSED IN THE TITLE COMMITMENT PROVIDED BY THE OWNER, THE PURCHASER, OR ANY AGENTS THEREOF.

THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTIES STATED ON THE FACE OF THE SURVEY. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER ; LINEAR PRECISION OF TRAVERSE : 1/ XX,XXX+ ; ANGULAR ERROR: 10" PER POINT. THE TRAVERSE WAS ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT: 1/X,XX,XXX. MATTERS OF TITLE ARE EXCEPTED.

SURVEYOR'S ACKNOWLEDGMENT
It is hereby certified that this Plat is a true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown actually exist, or are marked as "future", and their location, size, type and material is correctly shown.

Registered Georgia Land Surveyor #3253

DATE	: 11.21.2020
SCALE	: 1"=100'
DRAWN BY	: JMK
CHECKED BY	: COA
PROJECT ID:	20201181

REVISIONS

LAND ENGINEERING & SURVEYING, INC.
2040 Meyers Drive
Lawrenceville, Georgia 30045
Tel: (404) 396-0192
land_engineering@yahoo.com

PRELIMINARY PLAT FOR:
10F1
LE CHATEAU ESTATES
7580 RIVERTOWN ROAD, SOUTH FULTON, GA 30213
LOCATED IN LAND LOT 180, 7TH DISTRICT, FULTON COUNTY, GEORGIA

TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 1270
ATLANTA, GA 30326
T – 404–787–0139
WWW.BOYEHOMEPLANS.COM

LUXURY ARCHITECTURE BY:
BOYE ARCHITECTURE

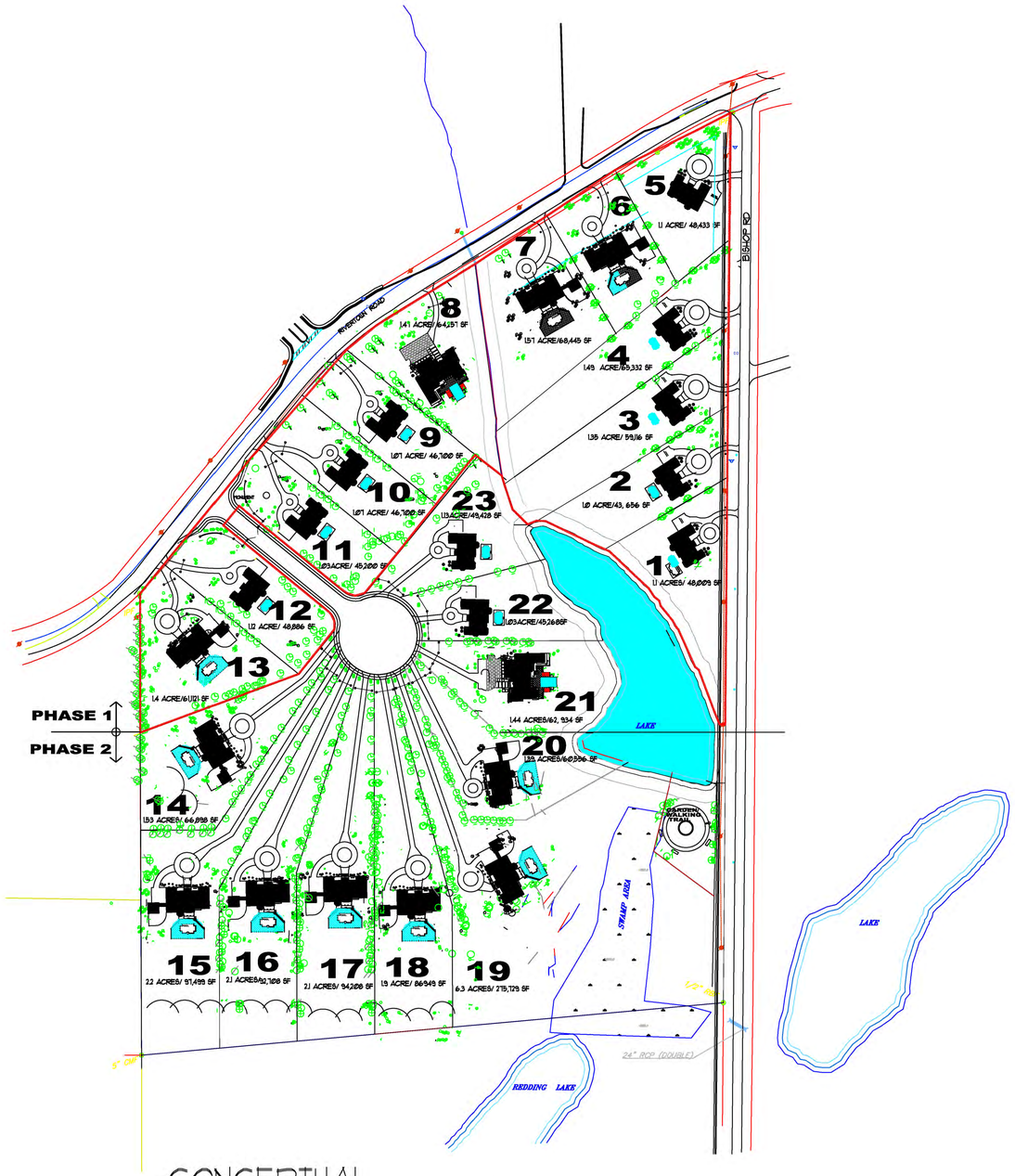
PROPOSED
LE CHATEAU ESTATES
7580 RIVERTOWN ROAD, FAIRBURN SITE DEVELOPMENT

BUILDER/DEVELOPER:
BOYE LUXURY HOMES-BUILDER/DEVELOPER

	REVISIONS
1	10/30/20-revised
2	12/03/20-revised
3	02/10/21-revised
4	02/26/21-revised

DATE 02/26/21
SCALE As noted
DRAWN BA
PROJECT NO. 2020-107
SHEET NO. S-1

NOT RELEASED FOR CONSTRUCTION



CONCEPTUAL MASTERPLAN

N

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 FL

SITE PLAN IS CONCEPTUAL & SUBJECT TO CHANGE

CIVIL ENGINEER/PLANNER:
DR. MAURICE UKADIKE, PE

MASTERPLAN ARCHITECT/PLANNER:
BOYE AKINOLA, AIA
BOYE ARCHITECTURE/BOYEHOMEPLANS

TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 1270
ATLANTA, GA 30326
T – 404-787-0139
WWW.BOYEHOMEPLANS.COM

LUXURY ARCHITECTURE BY:
BOYE ARCHITECTURE

PROPOSED
LE CHATEAU ESTATES
7580 RIVERTOWN ROAD, FAIRBURN SITE DEVELOPMENT

BUILDER/DEVELOPER:
BOYE LUXURY HOMES-BUILDER/DEVELOPER

REVISIONS	
1	10/30/20-revised
2	12/03/20-revised
3	02/10/21-revised
4	02/26/21-revised

DATE 02/26/21
SCALE As noted
DRAWN BA
PROJECT NO. 2020-107
SHEET NO. S-2

NOT RELEASED FOR CONSTRUCTION

APPLICATION FOR ADMINISTRATIVE OR ZONING MODIFICATIONS

The undersigned, having an interest in the property herein described respectfully request:

SECTION I

MODIFICATION #: _____

(To be assigned by the City of South Fulton)

[ ] A. **ADMINISTRATIVE MODIFICATION:** A modification of a condition(s) of zoning or Use Permit that does not require a public hearing. A decision will be made by the Director of Community Development & Regulatory Affairs.

[ ] B. **ZONING MODIFICATION:** A modification of a condition(s) of zoning or Use Permit where public interest has been determined. This requires a public hearing by the City of South Fulton Councilmembers.

If "A" was denied, list previous case number: #M _____

1) Planner who determined the type of Modification you should file: Marissa Jackson

2) Identify the specific condition(s) being modified as provided by the Planner. State the condition number(s) and letter(s) (e.g. 2-b, 2-e). 1b ; 2a ; 2c ; 3f ; 4 ; 5

; **See attached narrative**

3) Petition number of the Zoning or Use Permit to which this application applies **#20067-0018 SFC**
Current zoning district **CUP Conditional**

4) Attach a copy of Legal Description [must be metes and bounds] or complete the following information if the property is within a recorded subdivision.

SUBDIVISION NAME: **Le Chateau** UNIT/PHASE: _____

LOT NUMBER: _____ BLOCK DESIGNATION: _____ LAND LOT(S): **180**

DISTRICT/SECTION: 7 / _____ RECORDED IN PLAT BOOK: **3210** PAGE: **331**

ROAD NAME: **Rivertown Road**

M21-005

NOTICE: Sections III or IV below **MUST** be signed and notarized when application is submitted. If Section III is signed and notarized, applicant need only complete Section IV as "Applicant", notarization of Section IV is not necessary.

SECTION III: Owner states under oath that he/she is the owner of property described in the attached legal description, which is made part of this application for a Modification.

Jerry W. & Donna K. Henry
TYPE OR PRINT OWNER'S NAME

7580 Rivertown Road
ADDRESS

Fairburn, GA 30213
CITY & STATE ZIP CODE

Jerry W. Henry Donna K. Henry
OWNER OF PROPERTY (SIGNATURE)

404-550-3753
PHONE NUMBER

jerrywhenry@gmail.com
EMAIL ADDRESS

Sworn to and subscribed before me this
4 day of May 2021

NOTARY PUBLIC

JIMSELLE FAYE PARTIN NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 26, 2023

SECTION IV: Applicant, if different from the Owner, states under oath that:

1) Applicant is the executor or attorney-in-fact under a Power-of-Attorney for the Owner. Attach copy of Power-of-Attorney and type name of Owner as indicated in Section III; *or*

2) Applicant has an option to purchase said property conditioned upon the property being granted a modification. Attach copy of contract and type name of Owner as indicated in Section III; or

3) Applicant has an estate for years which permits the applicant to apply for a modification. Attach a copy of lease and type name of Owner as indicated in Section III.

BA
APPLICANT (SIGNATURE)

BOYE AKINOLA, AIA
TYPE/PRINT NAME OF APPLICANT

3560 LENOX ROAD, SUITE 1270
ADDRESS

ATLANTA, GA 30326
CITY & STATE ZIP CODE

404-787-0139
PHONE NUMBER

BOYE@BOYEARCHITECT.COM
EMAIL ADDRESS

Sworn to and subscribed before me this
22nd day of April 2021

NOTARY PUBLIC

Siray Johnson Freeman
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires 6th day of May, 2023

SEE ATTACHED CONTRACT

Indicate which of the above is applicable: 1 _____ 2 X or 3 _____

SECTION V: Attorney or Agent, if different from the applicant and/or owner

SIGNATURE OF ATTORNEY/AGENT
AGENT

CHECK ONE: [_____] ATTORNEY [_____]

ADDRESS

CITY & STATE ZIP CODE

PHONE NUMBER

7

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 the City Council.**
-

CIRCLE ONE: YES (NO X)

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) **Boye Akinola**

Signature:_____ Date: 04/29/21

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: May 14, 2021

Planning Division
Community Development & 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 Fulton County Zoning Resolution and failure to comply shall render my application incomplete which may result in delay in the process of this application.

Applicant signature: _____ Date: 04/29/21

Applicant printed name: Boye Akinola

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 the City Council.**
-

CIRCLE ONE: YES NO X

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) **Boye Akinola**

Signature:_____ Date: _____

PUBLIC PARTICIPATION PLAN
FORM D

Applicant: **Boye, Akinola**

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 Fulton County Zoning Resolution:

Individuals within a quarter mile of 7580 Rivertown Rd. COFS will provide the ¼ mile list a virtual meeting.

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

All individuals and others listed in 1 above will be contacted by letters in the mail

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 aforementioned individuals and others listed in 1 above will be allowed to attend by ZOOM meeting, at the minimum one meeting on a Wednesday (date and time TBD)

Attach additional sheets as needed.

LEGAL DESCRIPTON

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND Lying and being in Land Lot 119 of the 7th District of Fulton County, Georgia being a portion of the property shown on a certain plat of Survey for Georgia A. Shealy by C. E. Lee, Surveyor, Registration No. 1093, dated November 29, 1966, containing 41.11 acres, and more particularly described as follows:

BEGINNING at the point formed by the intersection of the South Side of Rivertown Road with the West side of Bishop Road, said point being also located on the East line of Land Lot 119: running thence Southerly along the West side of Bishop Road One Thousand Eight Hundred Thirty-Six and Nine-Tenths Feet (1,836.9'), more or less , to the Northeast corner of lands now or formerly owned by Redding; thence South 84 degrees 24 minutes West One Thousand Two Hundred Five Feet (1.205'), more or less, along the North Line of the said Redding land to a point marked by a cement monument; thence North 0 degrees 31 minutes West along the East line of Lot 11, as shown on a certain plat of survey of the T. H. and Fannie Duren property as recorded in Plat Book 21, Page 65, Fulton County Records, and along the East line of a cemetery, Nine Hundred Fifty-Four Feet (954'), more or less, to the South side of Rivertown Road.; Thence northeasterly along the curvature of the south side of Rivertown Road, One Thousand Five Hundred Ninety-Four and Eight-Tenths Feet (1,594.81), more or less, to the point of beginning, and containing 41.11 acres, more or less.

The foregoing described tract is a portion of the land conveyed to Daniel Duke by Warranty Deed from Jack W. McNair and J. D. McNair dated September 12, 1958, and recorded in Deed Book 3372, page 119, Fulton County Records; said tract is also a portion of the land conveyed to George A. Shealy by Warranty Deed from Daniel Duke dated December 27, 1966; and said tract is also a portion of the land conveyed to STP Corporation by Warranty Deed from George A. Shealy dated December 28, 1966.

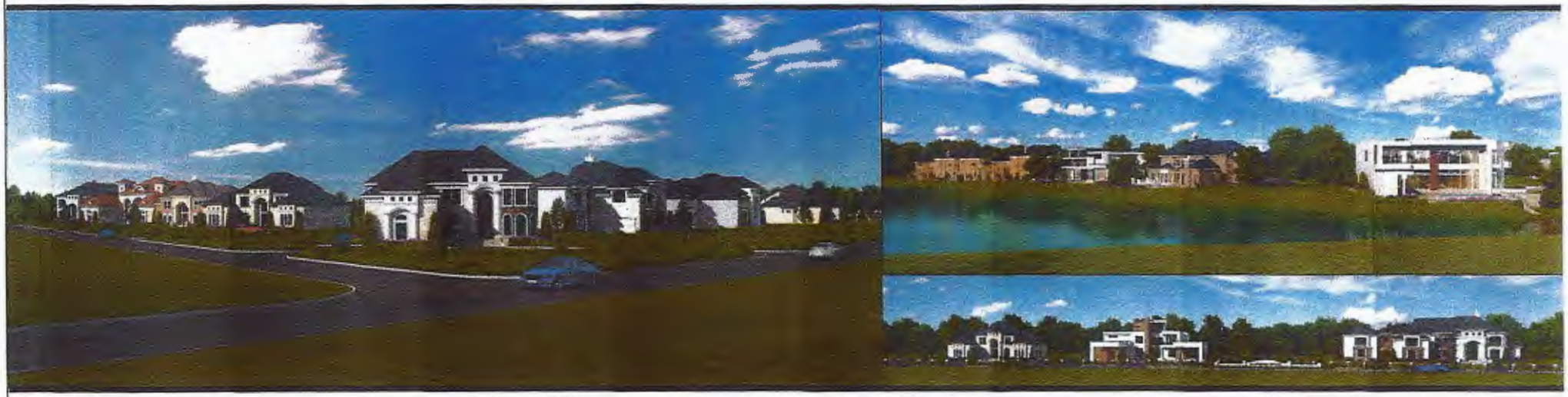
DISCLOSURE STATEMENT

Deed Book 32106 Pg 331
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

PROPOSED NEW LE CHATEAU ESTATES

7580 RIVERTOWN ROAD, FAIRBURN, GA

PRELIMINARY MASTERPLAN



DEVELOPER

BOYE LUXURY HOMES

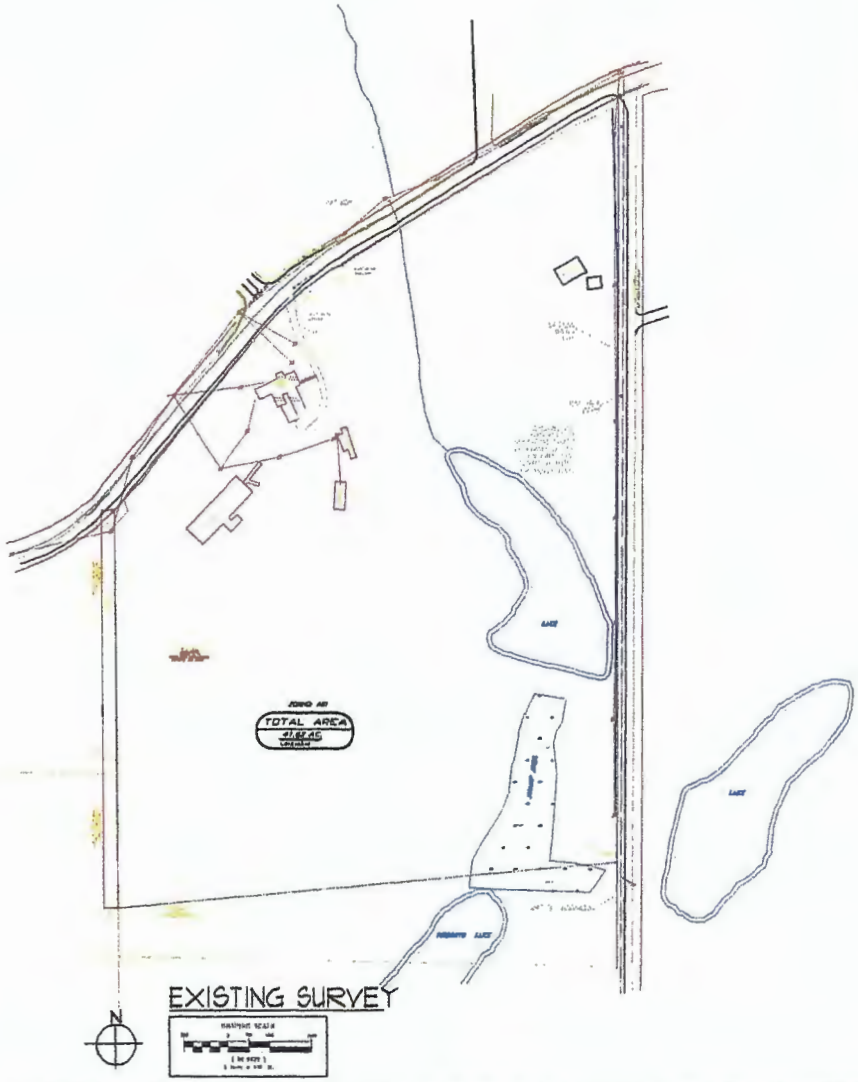
MASTERPLAN ARCHITECT

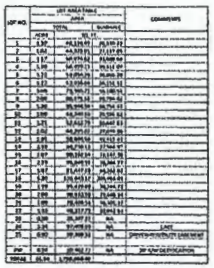
BOYE ARCHITECTURE
ARCHITECT BOYE AKINOLA, AIA
404-787-0139
WWW.BOYEHOMEPLANS.COM
WWW.BOYEARCHITECTURE.COM

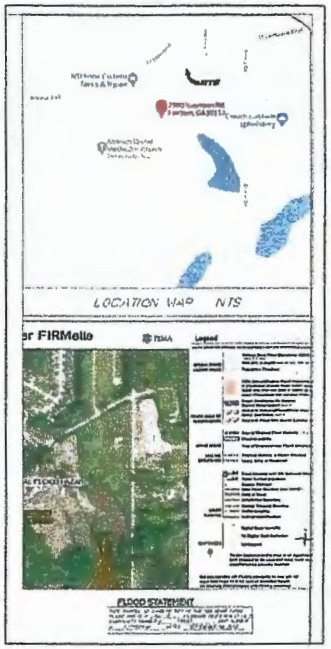
CIVIL ENGINEER/PLANNER:

DR. MAURICE UKADIKE, PE
770-365-7840

PRELIM. DESIGN SUBMITTAL - FEBRUARY 26, 2021







LAND ENGINEERING & SURVEYING, INC.

LE CHATEAU ESTATES
7580 RIVERTOWN ROAD, SOUTH FULTON, GA 30213
LOCATED IN LAND LOT 150, 7TH DISTRICT, FULTON COUNTY, GEORGIA

TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 1750
ATLANTA, GA 30326
T - 404-787-0132
WWW.BOYEHOMEPLANS.COM

LUXURY ARCHITECTURE BY:
BOYE ARCHITECTURE

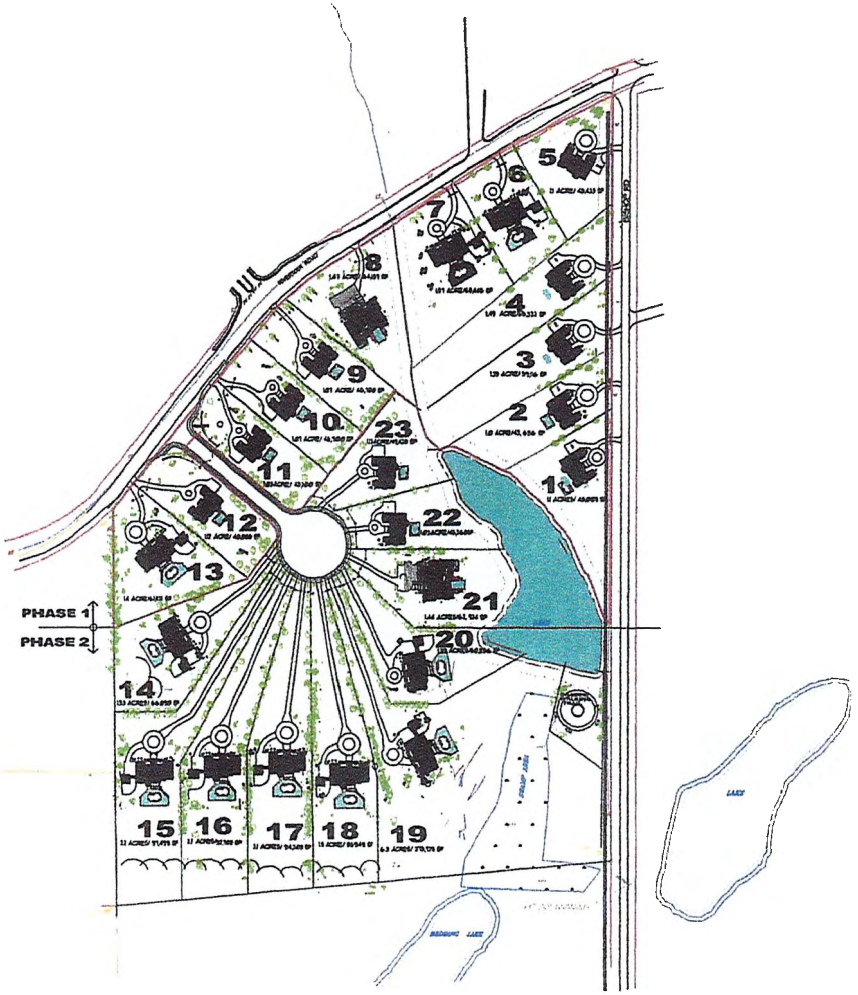
PROPOSED
LE CHATEAU ESTATES
7580 RIVERTOWN ROAD, FAIRBURN SITE DEVELOPMENT

BUILDER/DEVELOPER:
BOYE LUXURY HOMES-BUILDER/DEVELOPER

NO.	REVISIONS	DATE
1	10/30/18-revised	07/04/21
2	11/05/18-revised	
3	02/20/21-revised	
4	07/04/21-revised	

SCALE: As noted
DRAWN: BA
PROJECT NO.: 2018-101
SHEET NO.: S-1

NOT RELEASED FOR CONSTRUCTION



CONCEPTUAL MASTERPLAN

SITE PLAN IS CONCEPTUAL & SUBJECT TO CHANGE

CIVIL ENGINEER/PLANNER:
DR. MAURICE UKADIKE, PE
MASTERPLAN ARCHITECT/PLANNER:
BOYE AKINOLA, AIA
BOYE ARCHITECTURE/BOYEHOMEPLANS

TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 1270
ATLANTA, GA 30326
T - 404-787-0139
WWW.BOYEHOMEPLANS.COM

LUXURY ARCHITECTURE BY:
BOYE ARCHITECTURE

PROPOSED
LE CHATEAU ESTATES
7580 RIVERTOWN ROAD, FAIRBURN SITE DEVELOPMENT

BUILDER/DEVELOPER:
BOYE LUXURY HOMES-BUILDER/DEVELOPER

REVISIONS		DATE	PROJECT NO.
1	10/30/20-revised	02/26/21	20210-107
2	12/23/20-revised	SCALE As noted	SHEET NO. S-2
3	02/10/21-revised	DRAWN CA	
4	02/26/21-revised		

NOT RELEASED FOR CONSTRUCTION

Dana Gray, Planner
Community Development and Regulatory Affairs (CDRA)
Fulton County Government Service Center
5440 Fulton Industrial Blvd.
Atlanta, GA. 30336

Dear Mr. Gray

Re: Letter of Appeal for Modification for Le Chateau Estates 7580 Rivertown Rd., Fairburn GA

I am writing this letter in support my request for a modification for the referenced property. I am requesting a modification to the Site Plan to allow us to build a less dense Community Unite Plan (CUP).

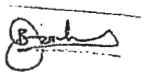
The site is currently zoned CUP with conditions per Zoning Resolution: (20067-0018 SFC); With this zoning condition, there could be as many as 302 total dwelling units, at a density of 1.805 dwelling units per acre.

We are requesting to reduce the density to less than 0.6. The minimum lot size will be over 1 acre. The City of South Fulton (COSF) is due for more luxury homes, there is considerable demand for our homes and the pre-sale numbers are good. The proposed subdivision would attract upscale commercial developments to COSF.

Additionally, with fewer units there will be, less stress on the City's infrastructures, and more green space will be preserved.

I look forward to your approval of the modification.

Sincerely,



Boye Akinola
3560 Lenox Rd.
Suite 1270
Atlanta, Georgia 30326
March 29, 2021

Doop signature verification:

AMENDMENT TO CHANGE CLOSING/POSSESSION DATE AMENDMENT # 1

Georgia REALTORS®

Date: 03/12/2021

2021 Printing

Whereas, the undersigned parties have entered into a certain Agreement between Boye Luxury Homes LLC ("Buyer") and Jerry Henry and Donna Henry ("Seller"), with a Binding Agreement Date of 10/22/2020 for the purchase and sale of real property located at: 7580 Rivertown RD, Fairburn, Georgia 30213; and

Whereas, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so;

Now therefore, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify and amend the aforementioned Agreement as follows:

Closing Date: The closing date specified in the aforementioned Agreement is hereby amended as follows:

This transaction shall be closed on the date of 05/20/2021 or on such other date as may be agreed to by the parties in writing.

Extension: The right to unilaterally extend the closing date for up to eight (8) days as provided for in the Right to Extend Closing Date paragraph of the aforementioned Agreement ☐ is hereby terminated OR ☐ shall remain in full force and effect.

Possession: The possession date specified in the aforementioned Agreement is hereby amended as follows:

Buyer agrees to allow Seller to retain possession of the Property through:
[Select one. The box not checked shall not be part of this Amendment.]

☐ A. the closing; or

☐ B. _____ hours after the closing; or

☑ C. 45 days after the closing at 11:59 o'clock P .m.

[Attach F219 Temporary Occupancy Agreement for Seller After Closing Exhibit, if appropriate]

☐ **Additional pages are attached.**

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

By signing this Amendment, Buyer and Seller acknowledge that they have each read and understood this Amendment and agree to its terms.

Boye Akinola — dotloop verified 04/04/21 5:35 AM EDT 2BZ7-EVFI-XGPS-7BZY	Jerry Henry — dotloop verified 04/03/21 8:42 AM EDT UYSO-HTZP-BWCD-VZUQ
1 Buyer's Signature	1 Seller's Signature
	Donna Henry — dotloop verified 04/03/21 9:51 AM EDT OPOW-LZZD-JFM1-XBQ7
2 Buyer's Signature	2 Seller's Signature
☐ Additional Signature Page (F267) is attached.	☐ Additional Signature Page (F267) is attached.
M. Luxury Realty Buyer Brokerage Firm	Keller Williams Realty Lanier Partners Seller Brokerage Firm
Mykah Richards — dotloop verified 04/03/21 10:31 AM EDT CODE-OFQ4-3708 F714	Andria Burnett — dotloop verified 04/03/21 7:24 AM EDT A7DB-MBDC-HW08-OFYB
Broker/Affiliated Licensee Signature	Broker/Affiliated Licensee Signature
Atlanta Board of Realtors REALTOR® Membership	400 North Association of Realtors REALTOR® Membership

Acceptance Date. The above Amendment is hereby accepted, _____ o'clock _____ .m. on the date of _____, ("Acceptance Date"). This Amendment will become binding upon the parties when notice of the acceptance of the Amendment has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.

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F716. Amendment to Change Closing/Possession Date 01/01/21

dotloop signature verification: ...

LOT PURCHASE AND SALE AGREEMENT

Offer Date: 10/14/2020

Georgia REALTORS®

2020 Printing

A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.
   a. **Property Identification:** Address: 7580 Rivertown rd
   City Fairburn, County Fulton, Georgia, Zip Code 30213
   MLS Number: 8842684 Tax Parcel I.D. Number: 07 180001190326
   b. **Legal Description:** The legal description of the Property is *[select one of the following below]*:
   ☐ (1) attached as an exhibit hereto;
   ☑ (2) the same as described in Deed Book 32106, Page 329, et. seq., of the land records of the above county; **OR**
   ☐ (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. **Purchase Price of Property to be Paid by Buyer.**
   $1,200,000.00; or
   $N/A per acre based upon a survey performed in accordance with the attached Survey Resolution Exhibit.

3. **Closing Costs.**
   Seller's Contribution at Closing:
   $ 0

4. **Closing Date and Possession.**
   Closing Date shall be 04/15/2021 with possession of the Property transferred to Buyer at
   ☑ Closing **OR** ☐ _____ days after Closing at _____ o'clock ☐ AM ☐ PM (attach F219 Temporary Occupancy Agreement).

5. **Holder of Earnest Money ("Holder").** (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.)
   Raimondi & Associates

6. **Closing Attorney/Law Firm.**
   Raimondi & Associates (Glenridge Location)
   5555 Glenridge Connector, Ste. 200,
   Atlanta, Georgia, 30342

7. **Earnest Money.** Earnest Money shall be paid by ☑ check ☐ cash or ☐ wire transfer of immediately available funds as follows:
   ☐ a. $_____ as of the Offer Date.
   ☑ b. $5000.000 within 5 days from the Binding Agreement Date.
   ☐ c. _____

8. **Inspection and Due Diligence.**
   a. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 120 days from the Binding Agreement Date.
   b. **Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
   (1) has paid Seller $10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
   (2) shall pay Seller additional option money of $ N/A by ☐ check or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; **OR** ☐ within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

9. **Brokerage Relationships in this Transaction.**
   a. **Selling Broker is** M. Lux Realty **and is:**
   (1) ☑ representing Buyer as a client.
   (2) ☐ working with Buyer as a customer.
   (3) ☐ acting as a dual agent representing Buyer and Seller.
   (4) ☐ acting as a designated agent where:
   _____ has been assigned to exclusively represent Buyer.
   b. **Listing Broker is** Keller Williams Lanier Partner **and is:**
   (1) ☑ representing Seller as a client.
   (2) ☐ working with Seller as a customer.
   (3) ☐ acting as a dual agent representing Buyer and Seller.
   (4) ☐ acting as a designated agent where:
   _____ has been assigned to exclusively represent Seller.
   c. **Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows:
   N/A

10. **Time Limit of Offer.** The Offer set forth herein expires at 11:45 o'clock p .m. on the date 10/21/2020.

Buyer(s) Initials BLH 10/18/20 9:11 PM EDT | Seller(s) Initials JH 10/21/20 11:54 AM EDT | DH 10/21/20 1:21 PM EDT

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B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. **Purchase and Sale.**
   a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
   b. **Examination:** Buyer may examine title and obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
   c. **Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage

2. **Purchase Price of Property to be Paid by Buyer.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

3. **Closing Costs.**
   a. **Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
   b. **Items Paid By Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
   c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing.

4. **Closing Date and Possession.**
   a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender, (even in "all cash" transactions) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
   b. **Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

5. **Holder of Earnest Money.** The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

6. **Closing Attorney/Law Firm.** Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

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7. **Earnest Money.**
   a. **Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
   b. **Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of $600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.
   c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
   d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

8. **Inspection and Due Diligence.**
   a. **Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Such evaluations may include, without limitation, a study of any applicable building setback requirements, a percolation test to determine whether and how large a septic system can be installed on the Property, the existence of streams from which buildings must be further setback, the availability of utilities and the testing of well water. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries, and damages arising out of or relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation. If Buyer is concerned that the Property may have been used as a laboratory for the production of *methamphetamine*, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.
   b. **Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.**
   c. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
   d. **Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
      (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of $10 for the granting of the option.
      (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.
      (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
   e. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

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c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. **Default.**
   a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
   b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
   c. **Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this Agreement the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
   d. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.

4. **Other Provisions.**
   a. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
   b. **Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
   c. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
   d. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
   e. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
   f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.

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9. **Brokerage Relationships in this Transaction.**
   a. **Agency Disclosure:** No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
      (1) **No Agency Relationship:** Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
      (2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
         i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
            (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
            (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
            (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
            (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
         ii. **Designated Agency Disclosure:** If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.
   b. **Brokerage:** 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. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly and in writing agreed to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein.
   c. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

10. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. **Notices.**
   a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
   b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

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g. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

h. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.

i. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party. Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it may only be resolved by the written agreement of the Buyer and Seller.

j. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.

k. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.

l. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.

m. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.

n. **Time of Essence:** Time is of the essence of this Agreement.

5. **Definitions.**

a. **Banking Day**: A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.

b. **Binding Agreement Date**: The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.

c. **Broker**: In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.

d. **Business Day**: A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.

e. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.

6. **WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

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7. **LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):**
   a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED $100; AND**
   b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF $100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

8. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- ☐ All Cash Sale Exhibit (F401) "_____"
- ☐ Back-up Agreement Contingency Exhibit (F604) "_____"
- ☑ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) "B"
- ☐ Community Association Disclosure Exhibit (F322) "_____"
- ☑ Conventional Loan Contingency Exhibit (F404) "A"
- ☐ Legal Description Exhibit (F807 or other) "_____"
- ☐ Loan Assumption Exhibit (F416) "_____"
- ☐ Sale or Lease of Buyer's Property Contingency Exhibit (F601) "_____"
- ☐ Seller's Property Disclosure Statement Exhibit (F307) "_____"
- ☐ Survey of Property as Exhibit "_____"
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) "_____"
- ☐ USDA-RD Loan Contingency Exhibit (F413) "_____"
- ☐ Other _____
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

1. The terms of the contract is contingent on soil test confirming suitability of soil to build .

2. Buyer shall be granted sufficient time to obtain soil test confirming suitable soil free of rock to support septic tank and its placement .

3. Seller requests 10 day due diligence upon acceptance of an offer to consult with financial advisor.

4. Buyer will obtain survey with property lines clearly marked .

5. Seller shall convey a good and marketable title .Seller warrants that he/she has disclosed all material defects in the land or title that he/ she is aware of that might afect the Buyers use, enjoyment, and ownership of the property, free and clear of any encumbrances. Such warranty shall survive the closing by 12 months.

6 .Both selling broker and buyer broker fees shall be paid by seller .

7.Results of all land/ Soil inspections shall be satisfactory to the Buyer at Buyer's sole discretion.

8. When Seller pays taxes at closing, no additional taxes are to be paid by the seller .

9. The terms of the contract are contingent upon the buyers ability obtain approval to subdivide the land.

10. Zoning regulations shall be acceptable to the buyer or variances granted will allow use the land as planned.

11. If environmental hazards arise preventing the use of the land as planned, the contract will terminate.

**********N/A**********

☐ **Additional Special Stipulations are attached.**

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Buyer Acceptance and Contact Information

Boye Luxury Homes, LLC — dotloop verified 10/18/20 9:11 PM EDT YHKM-PENT-T5KA-V5QW

1 Buyer's Signature

Boye Luxury Homes, LLC
Print or Type Name — Date

3560 Lenox Rd
Buyer's Address for Receiving Notice

Atlanta, GA 30326

4047870139
Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

boye@boyearchitect.com
Buyer's E-mail Address

2 Buyer's Signature

Print or Type Name — Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

☐ **Additional Signature Page (F267) is attached.**

Seller Acceptance and Contact Information

Jerry Henry — dotloop verified 10/21/20 11:54 AM EDT

1 Seller's Signature

Jerry W. Henry
Print or Type Name — Date

7480 Rivertown RD
Seller's Address for Receiving Notice

Fairburn, Georgia 30213

404-550-3753
Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

jerrywhenry@gmail.com
Seller's E-mail Address

Donna Henry — dotloop verified 10/21/20 1:21 PM EDT CHIS-K9WJ-VQ8J-X0JU

2 Seller's Signature

Donna R. Henry
Print or Type Name — Date

7480 Rivertown RD
Seller's Address for Receiving Notice

Fairburn, Georgia 30213

770-845-4117
Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

donnamaye1@aol.com
Seller's E-mail Address

☐ **Additional Signature Page (F267) is attached.**

Selling Broker/Affiliated Licensee Contact Information

M. Lux Realty
Selling Brokerage Firm

Mykah Richards — dotloop verified 10/22/20 4:17 PM EDT ECCN-D78R-3OUG-5HSS
Broker/Affiliated Licensee Signature — Date

Mykah Richards — 353381
Print or Type Name — GA Real Estate License #

678-994-2366 — Fax Number
Licensee's Phone Number

luxuryhomesbymykah@gmail.com
Licensee's E-mail Address

Atlanta Board of Realtors
REALTOR® Membership

122 Kiram Terrace SW
Broker's Address

Atlanta GA 30331

678-994-2366 — Fax Number
Broker's Phone Number

MLUX01 — H- 78214
MLS Office Code — Brokerage Firm License Number

Listing Broker/Affiliated Licensee Contact Information

Keller Williams Lanier Partner
Listing Broker Firm

Andria Burnett — dotloop verified 10/21/20 11:48 AM EDT OERA-KSDL-YSHN-3YNR
Broker/Affiliated Licensee Signature Date

Andria Burnett — 401399
Print or Type Name — GA Real Estate License #

6788674614 — Fax Number
Licensee's Phone Number

andrialburnett@gmail.com
Licensee's Email Address

REALTOR® Membership

631 Dawsonville Highway
Broker's Address

Gainesville, GA 30501

770-503-7070 — Fax Number
Broker's Phone Number

KWRH01 — H-44438
MLS Office Code — Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement D
and has been filled in by Mykah Richards — dotloop verified 10/22/20 4:17 PM EDT HXQZ-B4GI-NYED-NSOX

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CONVENTIONAL LOAN CONTINGENCY
EXHIBIT " A "

GeorgiaREALTORS®

2020 Printing

This Exhibit is part of the Agreement with an Offer Date of 10/14/2020 for the purchase and sale of that certain Property known as: 7580 Rivertown rd, Fairburn, Georgia 30213.

1. **Application.** Buyer shall promptly apply for and in good faith seek to obtain the conventional loan or loans described below ("Loan(s)") such that Buyer can fulfill Buyer's obligations hereunder prior to the expiration of this Conventional Loan Contingency. *[Select A. or A. and B. below. Any box not selected shall not be a part of this Agreement. All Loan terms must be filled in.]*

		Loan Amount	Term	Interest Rate (at par)	Rate Type	Source Of Loans Term
☑ A.	FIRST MORTGAGE LOAN	95 % of purchase price	30 years	3.5 % per annum (or initial rate on adjustable loan)	☑ Fixed ☐ Adjustable ☐ Interest Only	☑ Institutional ☐ Seller ☐ Other
☐ B.	SECOND MORTGAGE LOAN	% of purchase price	years	% per annum (or initial rate on adjustable loan)	☐ Fixed ☐ Adjustable ☐ Interest Only	☐ Institutional ☐ Seller ☐ Other

2. **Use of Particular Mortgage Lender.** Unless an Approved Mortgage Lender is identified below, Buyer may apply for approval of the Loan(s) with any institutional mortgage lender licensed to do business in Georgia. If an Approved Mortgage Lender(s) is identified below, Buyer shall apply for approval of the Loan(s) with at least one such Approved Mortgage Lender. Nothing herein shall require Buyer to obtain mortgage financing from an Approved Mortgage Lender.

Approved Mortgage Lender(s)

N/A

(hereinafter singularly "Approved Mortgage Lender" and collectively "Approved Mortgage Lender(s)")

3. **Buyer May Apply for Different Loan(s).** A Loan Denial Letter (as that term is defined below) must be for the Loan(s) described above. Buyer may also apply for different conventional loans than the Loan(s) described above. However, the denial of such other loans shall not be a basis for Buyer to terminate this Agreement. Notwithstanding the above, Buyer shall not have a right to apply for a FHA, VA, or USDA loan unless the parties agree to amend this Agreement to add a FHA, VA, or USDA loan contingency exhibit meeting FHA, VA or USDA requirements, as the case may be (in which event this Conventional Loan Contingency shall no longer be part of this Agreement). Nothing herein shall require the Seller to agree to amend this Agreement.

4. **Buyer to Notify Seller of Intent to Proceed.** When it is known, Buyer shall promptly notify seller of any mortgage lender to whom Buyer has sent a notice of intent to proceed with loan application and the name and contact information for the loan originator.

5. **Financing Contingency.** Buyer shall have 90 days from the Binding Agreement Date ("Financing Contingency Period") to determine if Buyer has the ability to obtain the Loan(s) described above ("Financing Contingency"). Buyer shall be deemed to have the ability to obtain the Loan(s) unless prior to the end of the Financing Contingency Period, Buyer: a) notifies Seller that Buyer is terminating the Agreement because Buyer has been turned down for the Loan(s) and b) provides Seller within seven (7) days from the date of such notice a letter of loan denial from a mortgage lender based upon the mortgage lender's customary and standard underwriting criteria ("Loan Denial Letter"). The Loan Denial Letter and mortgage lender issuing the Loan Denial Letter must meet all of the requirements set forth elsewhere in this Exhibit. Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may be provided to Seller after the Financing Contingency Period has ended if the above-referenced seven (7) day period to provide the Loan Denial Letter falls outside of the Financing Contingency Period.

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dotloop signature verification:

6. **Use of Approved Mortgage Lender and Loan Denial Letter**. If Buyer has agreed to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter must be from an Approved Mortgage Lender. If Buyer is not required to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter may be from any institutional mortgage lender licensed to do business in Georgia. A Loan Denial Letter from a non-institutional mortgage lender shall not be the basis for Buyer to terminate this Agreement.

   Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may not be based solely upon any of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement); (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively "Required Information"); or (d) Buyer making purchases that adversely affect Buyer's debt to income ratio.

   Buyer may terminate this Agreement without penalty based upon an inability to obtain the Loan(s) only if Buyer fulfills all of the applicable requirements set forth in this Exhibit.

7. **Right of Seller to Request Evidence of Buyer's Ability to Close**. If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have seven (7) days from the date Seller delivers notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than seven (7) days from the date of Closing.

8. **Seller's Right to Terminate**. In the event Buyer fails to provide Seller with the Evidence of Buyer's Ability to Close within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.

9. **Authorization of Buyer to Release Information to Seller and Brokers**. Buyer does hereby authorize Seller and the Brokers identified herein to communicate with the lenders with whom Buyer is working to determine and receive from said lenders any or all of the following information: (a) the status of the loan application; (b) Buyer's financial ability to obtain the Loan(s) or other loans for which Buyer has applied; (c) whether and when Buyer provided the lenders with Required Information; (d) whether and what conditions may remain to complete the loan application process and issue of a loan commitment; and (e) the basis for any Loan Denial Letter.

10. **Miscellaneous**. For the purposes of this Exhibit, the term "mortgage loan" shall refer to a secured lending transaction where the loan or promissory note is secured by a deed to secure debt on the Property. Whether such mortgage loan is a first or second mortgage loan is a reference to the legal priorities of the deeds to secure debt relative to each other and other liens and encumbrances.

11. **Appraisal Contingency**. In addition to Buyer's other rights herein, this Agreement shall be subject to the following appraisal contingency. Buyer shall cause the Lender to: (a) select an appraiser to perform one or more appraisals of the Property and (b) provide Seller with a copy of any appraisal that is for less than the purchase price of the Property. If any such appraisal is for less than the purchase price, Buyer shall within 90 days of the Binding Agreement Date have the right to request that Seller reduce the sales price of the Property to a price not less than the appraised price by submitting an Amendment to Sales Price (F713) ("ATSP") to Seller along with a copy of the appraisal supporting the lower price. In the event that Buyer does not timely submit an ATSP to Seller, Buyer shall be deemed to have waived Buyer's right to do so and this Agreement shall no longer be subject to an appraisal contingency.

    Seller shall, within three (3) days of the date of an ATSP is delivered to Seller (but not later than two (2) days prior to Closing), accept or reject the ATSP or seek to negotiate with Buyer a lesser reduction in the sales price of the Property than what is reflected in the ATSP. If, within the above timeframe, an ATSP has not been signed and accepted by the Buyer and Seller and timely delivered to create a legally enforceable amendment, Buyer shall have an additional three (3) days (but not later than one (1) day prior to Closing) to terminate this Agreement without penalty. If Buyer does not terminate the Agreement within this timeframe, Buyer's right to terminate due to the failure to agree to an ATSP shall be waived and Buyer shall close on the Property for the purchase price set forth in this Agreement. Nothing herein shall require Buyer to seek a reduction in the sales price of the Property.

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dotloop signature verification: dtlp.us/hDTb-cAOT-xfGM

Boye Luxury Homes, LLC — dotloop verified 10/14/20 2:55 PM EDT 8SWY-FWWQ-ECOZ-APAN
1 Buyer's Signature

Boye Luxury Homes, LLC
Print or Type Name

2 Buyer's Signature

Print or Type Name

☐ Additional Signature Page (F267) is attached.

M. Lux Realty
Selling Brokerage Firm

Mykah Richards — dotloop verified 10/13/20 9:45 PM EDT BDUZ-0NX3-OW8U-VNE4
Broker/Affiliated Licensee Signature

Mykah Richards
Print or Type Name

Atlanta Board of Realtors
REALTOR® Membership

Jerry Henry — dotloop verified 10/26/20 2:48 PM EDT CPN9-ZQMY-5191-VXNQ
1 Seller's Signature

Jerry Henry
Print or Type Name

Donna Henry — dotloop verified 10/26/20 2:53 PM EDT VKPO-CYRA-WD4D-MHXC
2 Seller's Signature

Donna Henry
Print or Type Name

☐ Additional Signature Page (F267) is attached.

Keller Williams Lanier Partner
Listing Brokerage Firm

Andria Burnett — dotloop verified 10/26/20 9:24 AM EDT ZEJ4-H1NK-JCIO-R9D4
Broker/Affiliated Licensee Signature

Andria Burnett
Print or Type Name

REALTOR® Membership

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CLOSING ATTORNEY ACTING AS HOLDER OF EARNEST MONEY

EXHIBIT " B "

[Closing Attorney must still consent to serve as Holder using F511]

2020 Printing

This Exhibit is part of the Agreement with an Offer Date of 10/14/2020 for the purchase and sale of that certain property known as: 7580 Rivertown rd Fairburn, Georgia 30213 ("Agreement").

1. **Closing Attorney Shall Act as Holder.** The Closing Attorney named in this Agreement shall be the Holder of the earnest money and other trust funds referenced in this Agreement subject to the Closing Attorney timely: a) agreeing to serve; b) signing the appropriate documents; and c) timely delivering the same to Buyer and Seller as more particularly described below.
2. **Buyer Must Timely Deliver Certain Documents to Closing Attorney Acting as Holder of Earnest Money.** When the Closing Attorney has been named as Holder in the Agreement, Buyer must deliver to Closing Attorney within two (2) business days from the Binding Agreement Date: a) the fully-signed and executed Agreement in its entirety ("Entire Contract"); and b) a copy or copies of the Escrow Agreement (F511) for the Closing Attorney to sign agreeing to become the Holder. Buyer must similarly deliver to Holder all amendments to the Entire Contract within two (2) business days of the date that the Amendment becomes binding.
3. **Closing Attorney Must Agree to Become Holder Within Three (3) Business Days of Receiving Entire Contract.** The Closing Attorney named as Holder shall not become the Holder unless within three (3) business days from the date that the Closing Attorney receives the Entire Contract, the Closing Attorney has: a) countersigned the Agreement of Closing Attorney to serve as Holder (GAR Form F511, and sometimes referred to as "Escrow Agreement") without change or modification so except for filling in the blanks contained therein; and b) delivered the same to Buyer and Seller. When this occurs, Closing Attorney's rights and duties as Holder and the timeframe for completing the same shall commence.
4. **Rights and Duties of Closing Attorney Acting as Holder.** Notwithstanding any provision to the contrary contained in the Agreement, Closing Attorney acting as Holder shall have all of the pre-printed rights and duties of Holder set forth in the GAR Purchase and Sale Agreement (a copy of which is incorporated herein by reference), regardless of whether such rights and duties are set forth in this Agreement. In the event of a conflict between this Agreement and the pre-printed right and duties of Holder set forth in the GAR Purchase and Sale Agreement, the latter shall control unless otherwise agreed to in writing by Buyer, Seller, and Holder.
5. **Earnest Money Must Be Paid to Closing Attorney Acting as Holder by Wire Transfer.** Buyer shall be responsible for paying all earnest money and other Buyer trust funds to the Closing Attorney acting as Holder by wire transfer of immediately available funds or by such other method deemed acceptable and/or required by Closing Attorney, as the case may be.
6. **Failure of Closing Attorney to Timely Agree to Become Holder; Resignation of Holder.** If the Closing Attorney named as Holder has not become Holder because the Closing Attorney rejects being the Holder, fails to timely become Holder or becomes Holder but later resigns, then: a) the Alternate Holder named below, who must be a broker in this transaction, shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same. The signature of the Alternate Holder to the Agreement at the time it is first signed shall be deemed consent of the Alternate Holder to serve as Holder. The Alternate Holder's duties and the timeline for performing those duties shall commence when the Alternate Holder becomes the Holder.
7. **Closing Attorney Holding Earnest Money in All-Cash Transaction.** In an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the Closing Attorney can hold the earnest money (and other trust funds), but in the event of a dispute between the parties regarding the disbursement of the funds, the Closing Attorney shall not disburse the funds based upon a reasonable interpretation of the Agreement. Instead and notwithstanding any provision to the contrary contained in this agreement, in the event of a dispute regarding the earnest money in an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the only remedy available to the Closing Attorney to resolve the dispute regarding the disbursement of earnest money shall be to interplead the funds into a court of competent jurisdiction.
8. **Alternate Holder.** The Alternate Holder, who must be a broker in this transaction, shall be n/a
9. **Notices To and From Holder.** The notice procedures in the Agreement shall control with regard to all notices to and from Holder. Holder's contact information is set forth in signature pages to this Agreement.
10. **Closing Attorney's Contact Information.** The Closing Attorney named below shall be the Holder in this transaction.

Closing Attorney: Raimondi & Associates (Glenridge Location)
Address: 5555 Glenridge Connector, Ste. 200,
Atlanta, Georgia, 30342
Phone Number: (404) 843-9661
Fax Number:
Email: preclosing@RaimondiLaw.com

Buyer's Initials: BLH 10/14/20 2:56 PM EDT dotloop verified

Seller's Initials: GH 10/26/20 2:48 PM EDT dotloop verified DH 10/26/20 2:53 PM EDT dotloop verified

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GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	M20-001: Council to consider a modification at 5280 Old National Highway for the purpose of expanding their restaurant
DATE:	July 27, 2021
SUBJECT:	M20-001: Council to consider a modification at 5280 Old National Highway for the purpose of expanding their restaurant
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
m20-001	Cover Memo	7/22/2021
M20-001 5280 Old National Staff Report FINAL FOR COUNCIL 7.27.21	Cover Memo	7/22/2021

M20-001

Modification Request
5280 Old National

City Council Meeting
City of South Fulton
July 27, 2021

M20-001: 5280 Old National

- Mayor Edwards requested the addition of an incident report from the Police Department
- The list has been added to the staff report
- No changes to the application from the Zoning Hearing
- Staff recommendation is for approval

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER

SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT AND
REGULATORY AFFAIRS

MEMORANDUM

TO: City of South Fulton Mayor and Council

FROM: Planning & Zoning Division

SUBJECT: **M20-001 for a Modification of Z1983-094 at 5280 Old National Highway (Madhouse Sports Bar and Grill)**

MEETING DATE: July 27, 2021

To consider a modification to a condition identified in zoning case Z1983-094 (1.a). The intent of the modification is to increase the maximum allowable square footage from 2,400 square feet to 3,390 square feet.

STAFF RECOMMENDATION: APPROVAL with Conditions

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Mirna Massas "DBA" Madhouse Sports Bar and Grill 5280 Old National Highway Atlanta, GA 30349
Status of Applicant:	Property owner
City Council District(s):	5
Parcel ID Number:	13-0068-LL-191-0
Area of Property:	The subject property is 1.14 acres.
Current/Past Use of the Property:	The subject property is developed with a Sports Bar.
Prior Zoning Cases/History:	**Z-1983-094** restricted the use of the subject property to retail commercial and accessory uses at a maximum density of 2,400 square feet of total floor area per acre or a total floor area of 4,200 square feet based on the area zoned whichever is the lesser area. **Approved with conditions.**
Surrounding Zoning:	North: C-1 (Community Business District) and C -2 (Community Business District) South: C-1 (Community Business District)) and C -2 (Community Business District) East: C-1 (Community Business District) West: C-1 (Community Business District
2035 Future Land Use Designation:	Community Live Work.
Compatibility to the Fulton County 2035 Comprehensive Plan:	The property is zoned in line with the Future Land Use Map
Overlay District:	Old National Highway Overlay
Public Utilities:	Water service is provided to these sites 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: Old National Highway Classification: Major thoroughfare Public Transit: MARTA is readily available on both sides of the road Bike/Pedestrian Access: Sidewalks are available on both sides of Old National Highway.

CONDITION(S) TO BE MODIFIED:

Z-1983-094 condition 1a states:

3. To the owner's agreement to restrict the use of the subject property as follows:

    a. Retail commercial and accessory uses at a maximum density of 2,400 square feet of total floor area per acre or a total floor area of 4,200 square feet based on the area zoned whichever is the lesser area.

PUBLIC PARTICIPATION

The applicant held a public meeting at the Madhouse Sports Bar on March 3, 2020. No members of the public attended this meeting.

Eight members of the public attended the staff-hosted Community Zoning Information Meeting on Thursday, February 6, 2020, at the South Fulton Arts Center located at 4645 Butner Road to learn more about the project.

STAFF COMMENTS

Engineering: Provided comments for the applicant regarding the proposed parking layout to add more spaces and the applicant submitted a revised site plan.

Environmental: None provided

Public Works: None provided

Transportation: Everything looks fine.

MARTA: None provided

Fulton County Schools: None provided

Fire: The Square footage of the patio and the square footage of the building need to be clearly identified,
The patio must have a panic hardware egress, if it to be an enclosure patio.
The One-Way Direction is questionable on how it would be maintained and how the signage would be incorporate to gain compliance to that One way.
The 22 Foot distance is in question I would prefer a minimum of 24 feet width of Roadway , and again, the one-way traffic comes to mind , and when the big red truck comes in the egress of cars become delayed depending on where the BRT parks.

Legal: None provided

PLANNER'S RECOMMENDATION

Staff's recommendation is **APPROVAL with conditions**.

The applicant is expanding their dining area to include an outside patio. They have met the additional parking requirements for the extra square footage of the patio. Therefore, staff recommends approval with the following conditions:

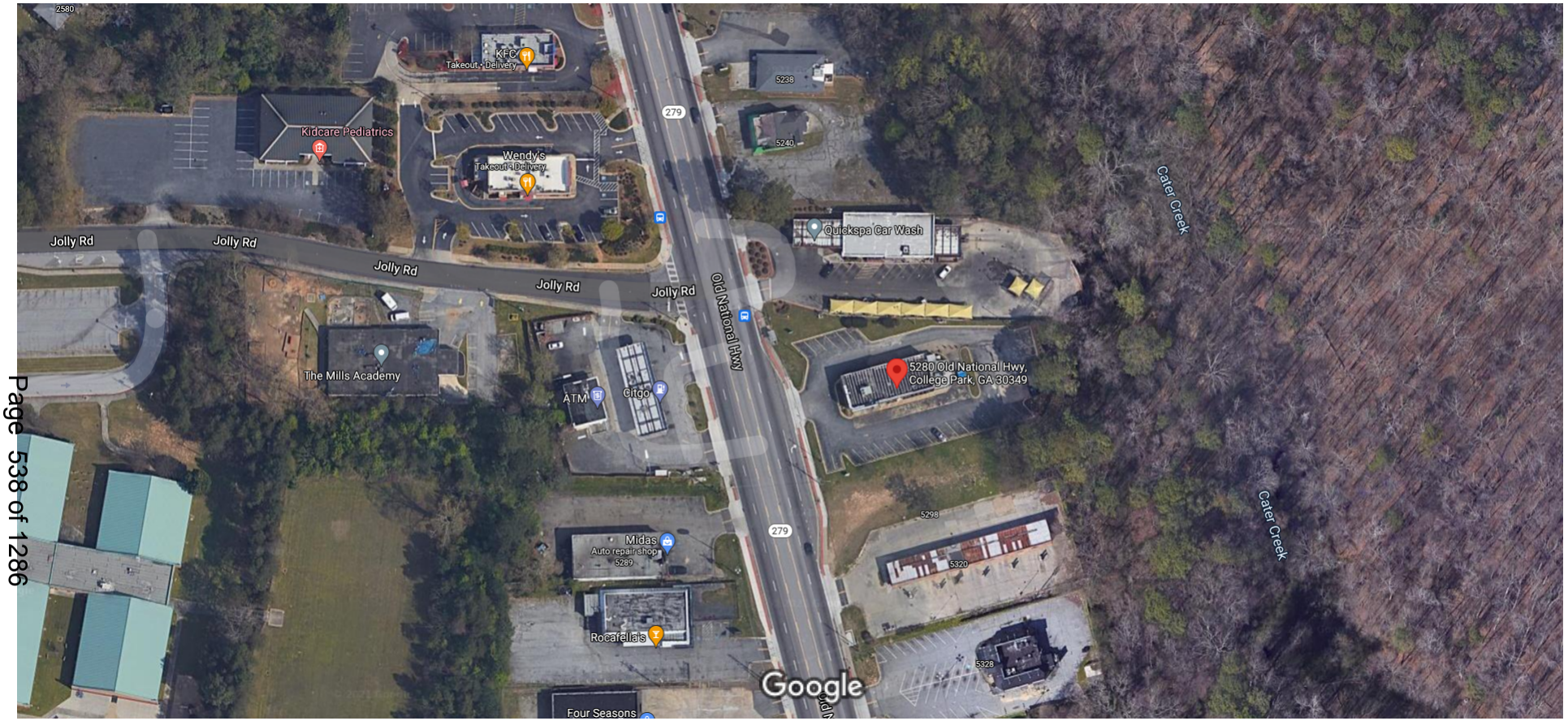
1. The building material must match the existing materials of the existing building along with adhering to the Old National Overlay requirements.

The applicants have also applied for an administrative variance to reduce the amount of required parking, which will be approved. They are in compliance with the parking island requirements.

PREPARED BY:
Marissa Jackson and Dana Gray, Planners

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

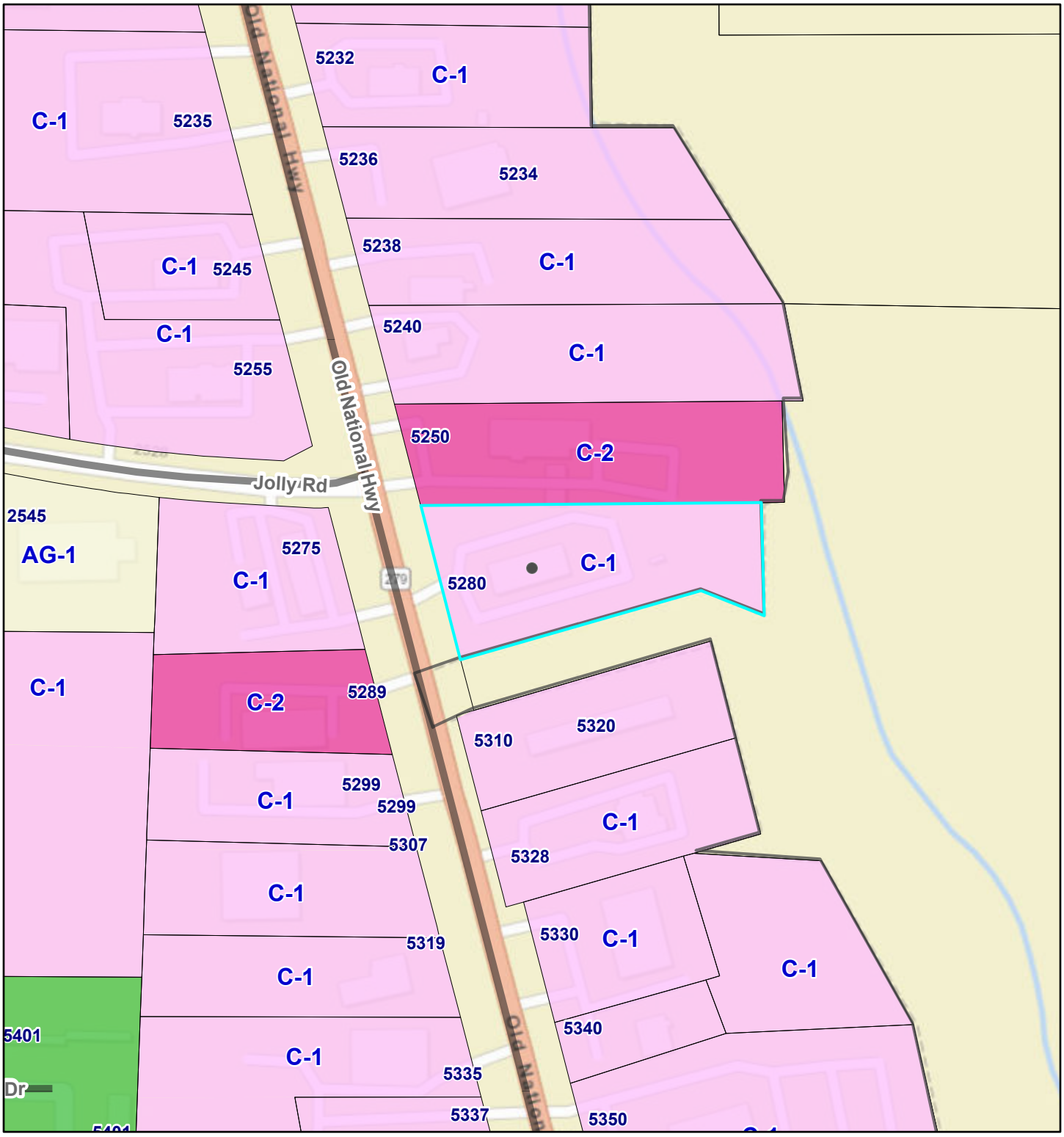
Google Maps 5280 Old National Hwy



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 50 ft

City of South Fulton I July 27, 2021

COSF ArcGIS Web Map



6/30/2021, 1:37:07 PM

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0 0.03 0.05 0.1 km

Address Points

Street Centerlines

City Limits

Tax Parcels from County

Current Zoning

A (Medium Density Apartment)

AG-1 (Agricultural)

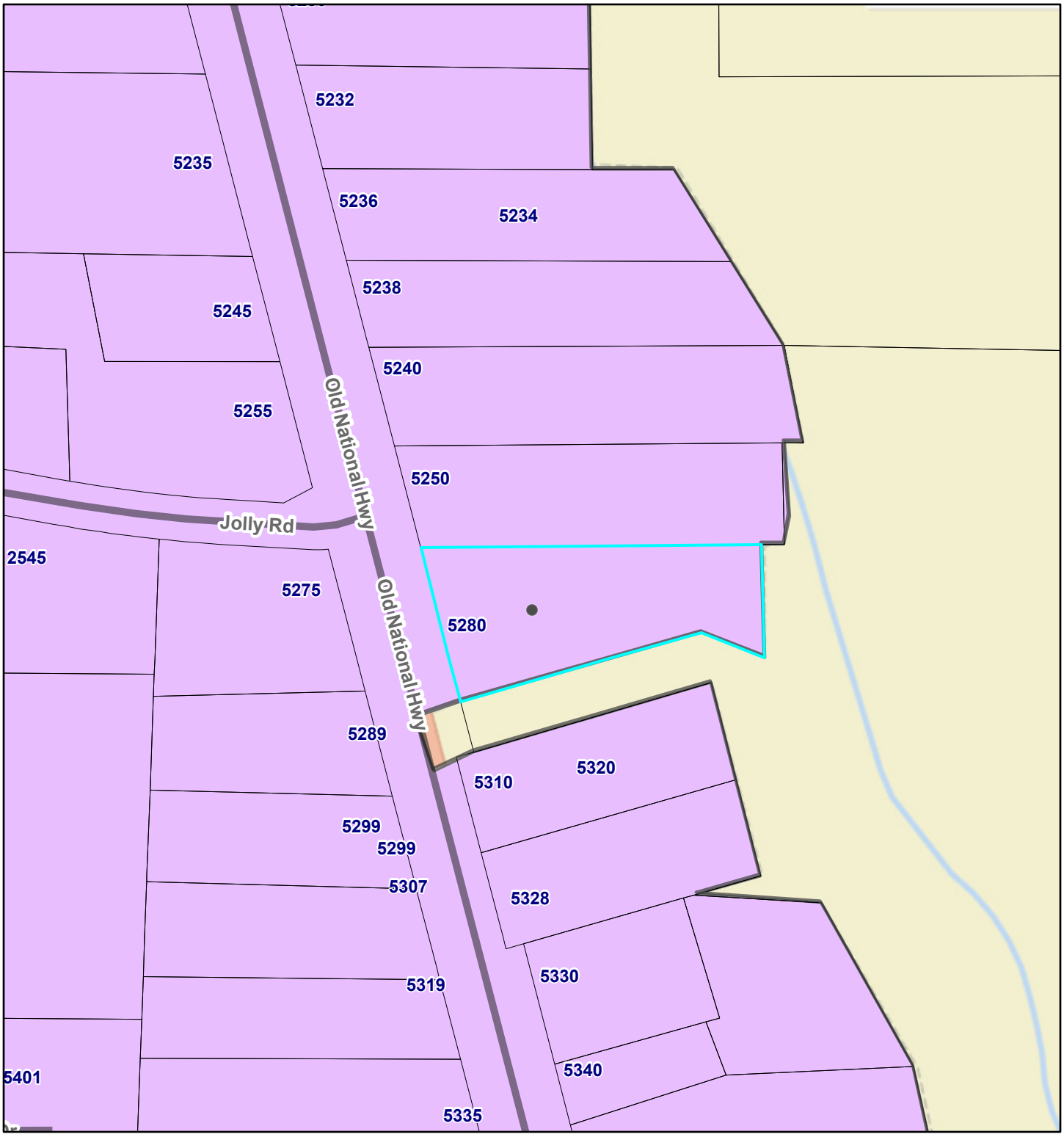
C-1 (Limited Commercial)

C-2 (General Commercial)

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

COSF ArcGIS Web Map



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Address Points

Street Centerlines

City Limits

Tax Parcels from County

2035 Future Land Use

Community Live Work

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

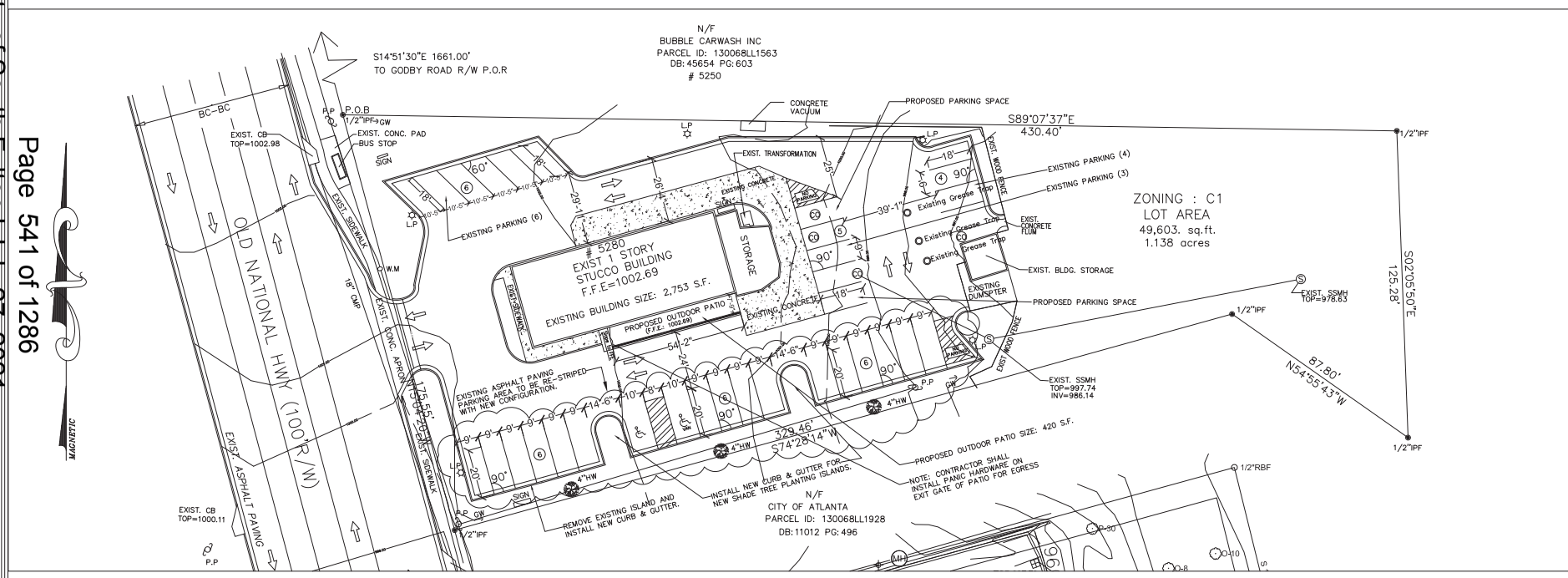
PARKING INFORMATION

REQUIRED PARKING (EXISTING BUILDING)
10 spaces per 1000 s.f. of building space
Calculation: (2753.0 s.f. / 1000 s.f.) x 10 = 28 Spaces
Total Spaces Required: 28

REQUIRED PARKING (BUILDING ADDITION)
10 spaces per 1000 s.f. of building space
Calculation: (420.0 s.f. / 1000 s.f.) x 10 = 5 Spaces
Total Additional Spaces Required: 5

TOTAL PARKING REQUIRED
Total Spaces Required = Existing Building Required + Additional Building Required
Total Spaces Required: 28 Spaces + 5 Spaces
Total Spaces Required: 33 Spaces

TOTAL PARKING PROVIDED
Total Spaces Provided: 33



GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

FRM FOUNDATION A & E CONSULTANTS
"Beginning with the basics, finding with excellence"
1227 North Peachtree Parkway
Suite 212
Peachtree City, Georgia 30269
(678) 858-1979

CONCEPTUAL SITE PLAN

PATIO ADDITION

MADHOUSE SPORTS BAR & GRILL

MadHouse Sports Bar & Grill
5280 Old National Hwy.
Atlanta, Ga. 30349
470-237-6704

REVISIONS

NO.	DESCRIPTION	DATE

DATE: 6/30/2021
SCALE: 1" = 20'
DRAWN: RH
DESIGNED: RH
CHECKED: RH
LAND LOT: 68
DISTRICT: 13
LOCATION: Fulton Co.

SHEET
C1.0

DRAWING NO.
MMC10240.0

Inci Id	Offense	Date Rept	Streetnbr	Street
2018205140	THEFT-OTHER OFFENSES	7/8/2018 16:27	5280	OLD NATIONAL HWY
2018205579	WANTED PERSON LOCATED	7/18/2018 18:50	5280	OLD NATIONAL HWY
2018206686	WANTED PERSON LOCATED	8/10/2018 23:32	5280	OLD NATIONAL HWY
2018207992	THEFT-ARTICLES FROM VEHICLE	9/6/2018 21:58	5280	OLD NATIONAL HWY
2018207991	DISCHARGE OF FIREARMS ON OR NEAR PUBLIC HIGHWAY	9/6/2018 22:30	5280	OLD NATIONAL HWY
2018208457	INFORMATION FOR OFFICER	9/16/2018 0:07	5280	OLD NATIONAL HWY
2018209298	THEFT OF SERVICES	10/1/2018 23:18	5280	OLD NATIONAL HWY
2018209560	WANTED PERSON LOCATED	10/7/2018 3:01	5280	OLD NATIONAL HWY
2018211816	THEFT BY TAKING	11/22/2018 1:36	5280	OLD NATIONAL HWY
2018211850	THEFT BY TAKING	11/23/2018 0:57	5280	OLD NATIONAL HWY
2018212616	DAMAGE TO PROPERTY-PRIVATE	12/9/2018 0:35	5280	OLD NATIONAL HWY
2019001289	DAMAGE TO PROPERTY-PRIVATE	1/27/2019 14:41	5280	OLD NATIONAL HWY
2019003809	THEFT-ARTICLES FROM VEHICLE	3/25/2019 9:39	5280	OLD NATIONAL HWY
2019011807	THEFT OF LOST OR MISLAID PROPERTY	9/9/2019 15:36	5280	OLD NATIONAL HWY
2019013021	VOID REPORT	10/4/2019 4:46	5280	OLD NATIONAL HWY
2019016623	DAMAGE TO PROPERTY-PRIVATE	12/15/2019 11:30	5280	OLD NATIONAL HWY
2019017204	BATTERY	12/25/2019 16:32	5280	OLD NATIONAL HWY
2020002864	THEFT BY TAKING AUTO	2/22/2020 0:51	5280	OLD NATIONAL HWY
2020003857	PERSON INJURED	3/11/2020 6:53	5280	OLD NATIONAL HWY
2020007669	SIMPLE BATTERY	5/30/2020 1:19	5280	OLD NATIONAL HWY
2020008096	VERBAL DISPUTE	6/6/2020 19:34	5280	OLD NATIONAL HWY
2020011957	TERRORISTIC THREATS / INTIMIDATION	8/27/2020 21:17	5280	OLD NATIONAL HWY
2020016077	THEFT OF SERVICES	11/22/2020 1:25	5280	OLD NATIONAL HWY
2020016305	THEFT BY TAKING	11/27/2020 0:35	5280	OLD NATIONAL HWY
2020016643	LARCENY - FROM VEHICLE	12/5/2020 2:07	5280	OLD NATIONAL HWY
2021001243	CITY ORDINANCE VIOLATION	1/29/2021 23:03	5280	OLD NATIONAL HWY
2021002228	LOST OR MISLAID PROPERTY	2/20/2021 8:59	5280	OLD NATIONAL HWY
2021002749	BATTERY	3/2/2021 23:56	5280	OLD NATIONAL HWY
2021006971	BATTERY	5/27/2021 22:37	5280	OLD NATIONAL HWY
2021007041	NO DRIVERS LICENSE	5/29/2021 15:42	5280	OLD NATIONAL HWY
2021007943	LARCENY - FROM VEHICLE	6/14/2021 13:51	5280	OLD NATIONAL HWY
2021008825	DISORDERLY CONDUCT	6/28/2021 21:59	5280	OLD NATIONAL HWY
2021009770	WANTED PERSON LOCATED	7/16/2021 1:46	5280	OLD NATIONAL HWY
2021009993	DAMAGE TO PROPERTY-BUSINESS	7/20/2021 9:32	5280	OLD NATIONAL HWY

APPLICATION FOR ADMINISTRATIVE OR ZONING MODIFICATIONS

The undersigned, having an interest in the property herein described respectfully request:

SECTION I

MODIFICATION #: _____
(To be assigned by the City of South Fulton)

[____] A. **ADMINISTRATIVE MODIFICATION:** A modification of a condition(s) of zoning or Use Permit that does not require a public hearing. A decision will be made by the Director of Community Development & Regulatory Affairs.

[√] B. **ZONING MODIFICATION:** A modification of a condition(s) of zoning or Use Permit where public interest has been determined. This requires a public hearing by the City of South Fulton Councilmembers.

If "A" was denied, list previous case number: #M N/A

1) Planner who determined the type of Modification you should file: Mr. Dana Gray

2) Identify the specific condition(s) being modified as provided by the Planner. State the condition number(s) and letter(s) (e.g. 2-b, 2-e). Z83-94 ; ; ; ; ; .

3) Petition number of the Zoning or Use Permit to which this application applies Z 83-94
Current zoning district C1

4) Attach a copy of Legal Description [must be metes and bounds] or complete the following information if the property is within a recorded subdivision.

SUBDIVISION NAME: N/A UNIT/PHASE: N/A

LOT NUMBER: N/A BLOCK DESIGNATION: N/A LAND LOT(S): 68

DISTRICT/SECTION: 13 / ____ RECORDED IN PLAT BOOK: _____ PAGE: _____

ROAD NAME: Old National Highway

NOTICE: Sections III or IV below **MUST** be signed and notarized when application is submitted. If Section III is signed and notarized, applicant need only complete Section IV as "Applicant", notarization of Section IV is not necessary.

SECTION III: Owner states under oath that he/she is the owner of property described in the attached legal description, which is made part of this application for a Modification.

Mirna Massasalia
TYPE OR PRINT OWNER'S NAME

3163 Cannon Xing SW
ADDRESS

Atlanta, GA 30331
CITY & STATE ZIP CODE

OWNER OF PROPERTY (SIGNATURE)

4702376704
PHONE NUMBER

Mirnamassas@icloud.com
EMAIL ADDRESS

Sworn to and subscribed before me this
22nd day of January 2022

Jeremiah E Thomas
NOTARY PUBLIC

JEREMIAH E THOMAS NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 5, 2022

SECTION IV: Applicant, if different from the Owner, states under oath that:

1) Applicant is the executor or attorney-in-fact under a Power-of-Attorney for the Owner. Attach copy of Power-of-Attorney and type name of Owner as indicated in Section III; *or*

2) Applicant has an option to purchase said property conditioned upon the property being granted a modification. Attach copy of contract and type name of Owner as indicated in Section III; or

3) Applicant has an estate for years which permits the applicant to apply for a modification. Attach a copy of lease and type name of Owner as indicated in Section III.

APPLICANT (SIGNATURE)

TYPE/PRINT NAME OF APPLICANT

ADDRESS

CITY & STATE ZIP CODE

PHONE NUMBER

EMAIL ADDRESS

Sworn to and subscribed before me this

_____ day of _____ 20____

NOTARY PUBLIC

Indicate which of the above is applicable: 1 _____ 2 _____ or 3 _____

SECTION V: Attorney or Agent, if different from the applicant and/or owner

SIGNATURE OF ATTORNEY/AGENT

CHECK ONE: [_____] ATTORNEY [_____]AGENT

ADDRESS

CITY & STATE ZIP CODE

PHONE NUMBER

EXHIBIT A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 68 of the 13th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the southeast corner of the right of way intersection of Godby Road and Old National Highway; thence south 14 degrees, 51 minutes, 30 seconds east along the east right of way of Old National Highway, a distance of 1,661 feet to an iron pin found on the easterly right of way of Old National Highway, which is the TRUE POINT OF BEGINNING; thence south 88 degrees, 58 minutes, 50 seconds east, a distance of 430.04 feet to an iron pin found; thence south 02 degrees, 10 minutes, 58 seconds east, a distance of 125.00 feet to a point; thence north 55 degrees, 08 minutes, 48 seconds west, a distance of 87.78 feet to a point; thence south 74 degrees, 28 minutes, 14 seconds west, a distance of 329. 46 feet to an angle iron found on the east right of way of Old National Highway, having a 100 foot right of way; thence north 14 degrees, 51 minutes, 30 seconds west along the east right of way of Old National Highway, a distance of 176.51 feet to the TRUE POINT OF BEGINNING; said tract containing an area of 1.143 acres, more or less, according to the Boundary and Topographic Survey prepared for "Air Terminal Enterprises, Inc." by Kirkley Associates, Inc., dated June 17, 1983, revised December 16, 1983, and certified by B/K. Rochester, Jr. Georgia Registered Land Surveyor No. 1534. Recorded as Parcel ID 13-0068-LL-191-0, Fulton County, Georgia.

PUBLIC PARTICIPATION PLAN
FORM D

Applicant: Mirna Massas

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 Fulton County Zoning Resolution:

See attached list.

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

We will notify individuals outlined on list via U.S. mail and invite them to participate in a meeting prior to the rezoning hearings. The meeting will be held at the subject property.

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.)

Individuals attending the aforementioned meeting will be allowed to verbally participate in said meeting.

Attach additional sheets as needed.

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: _____ Petition No. _____

Date: _____

1. The following parties were notified of the requested modification:

_____

_____

_____

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.

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 the 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: Mirna Massas c/o Blue Ribbon Events, 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) Mirna Massas

Signature: _____ Date: 1/22/2020

Letter of Intent

The intent of this project is to use / modify existing impervious space located on the 1.138 acre lot at 5280 Old National Highway in Land Lot 68 of district 13 of Fulton County Georgia and use said space as a 990 square feet outdoor patio space for the existing restaurant building on this site. We are requesting a zoning modification to the aforementioned lot from its currently zoned status regarding the Z83-94 zoning petition to allow for the addition of said outdoor patio space. Furthermore, we are requesting that the lot at 5320 Old National Highway, also owned by the same owners of 5280 Old National Highway, be allowed to be used as offsite parking for the restaurant at 5280 Old National Highway to satisfy the additional 10 parking space requirement for the added space.



Owner

1/8/2020

Date

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Madhouse Sports Bar + Grill Petition No. M20-001

Date:

1. The following parties were notified of the requested modification:
quarter mile list plus emails to parties that attended the CZIM meeting. #See Attached

2. The following meetings were held regarding this petition:
(Include the date, time and meeting location.)
3/3/2020 12pm @ Madhouse Sports Bar + Grill

3. The following issues and concerns were expressed:
① Handicap entrance and seating - explained
② Amount of Tables in patio - explained
③ material to be used for patio - explained

4. The applicant's response to issues and concerns was as follows:
Handicap to entry will be part of the plan. currently there is a handicap entry on side of building next to parking space. Possible 20-30 New tables, metal/wood w/barrier fence.

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.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	M21-001: Council to consider a modification at 3850 Flat Shoals Rd to allow for a barber, beauty, and nail salon
DATE:	July 27, 2021
SUBJECT:	M21-001: Council to consider a modification at 3850 Flat Shoals Rd to allow for a barber, beauty, and nail salon
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
m21-001	Cover Memo	7/22/2021
M21-001 Staff Report FINAL FOR COUNCIL 7.27.21	Cover Memo	7/22/2021

M21-001

Modification Request
3850 Flat Shoals

City Council Meeting
City of South Fulton
July 27, 2021

M21-001: 3850 Flat Shoals

- No changes from the Zoning Hearing
- Staff recommended approval

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER

SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT &
REGULATORY AFFAIRS

MEMORANDUM

TO: City of South Fulton Mayor and Council

FROM: Planning & Zoning Division

SUBJECT: **M21-001 3850 Flat Shoals Road for a Modification of 2016Z-001 (1a)**

MEETING DATE: July 27, 2021

To consider an amendment to the Zoning Condition **2016Z-001 (1a.)** to allow a barber, beauty, and nail salon.

STAFF RECOMMENDATION: APPROVAL

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Pooja C Stores, Inc. Pritesh Patel 5131 Meadowlake Drive Dunwoody, GA 30338
Status of Applicant:	Property owner
City Council District(s):	5
Parcel ID Number:	09F241100820336
Area of Property:	1.41 acres
Current/Past Use of the Property:	This property is currently a gas station with a convenience store and deli.
Prior Zoning Cases/History:	**2016Z-001** SFC a rezoning from C-1 to C-1. Approved with conditions. **1984Z-0232** a rezoning from C-1 to C-1. Approved with conditions.
Surrounding Zoning:	North: C-1 (Commercial) South: Union City, zoning GC East: Union City, zoning GC West: Union City, zoning GC
2035 Future Land Use Designation:	Character Type: Live-Work Land Uses: Live-Work Community, Public, Semi-Public and Institutional. Commercial Office Density: up to 10,000 sf per acre. Zonings: MIX, C-1, C-2, O-I
Compatibility to the Fulton County 2035 Comprehensive Plan:	Yes. The proposed modification does align with the Comprehensive Future Land Use Designation.
Overlay District:	None
Public Utilities:	Water service is provided to these sites 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: Flat Shoals Road Classification: Minor Arterial Local Public Transit: MARTA bus is available directly in front of the across the street of the subject site. Bike/Pedestrian Access: Sidewalks are provided on both side of Flat Shoals Road. There are no bike lanes provided.

MAPS:

City of South Fulton Zoning and Aerial Map:

(see attached)

Proposed Site Plan:

(see attached)

CONDITION(S) TO BE MODIFIED:

2016Z-0001 (1a.) states:

Retail, service commercial and/or office and accessory uses, excluding indoor amusements, commercial amusements, group residence, free standing liquor/wine/beer/package store, check cashing store, pawn shop (including title pawn), laundromat, massage establishment, nail salon, beauty supply store, barber shop, flea market, discount retail shop roadside vending, roadside produce stand and seasonal vending.

PUBLIC PARTICIPATION

The applicant provided the report and noted that no one showed up to the virtual meeting.

STAFF COMMENTS

Engineering: Requested information, none provided.

Environmental: Requested information, none provided.

Public Works: Requested information, none provided.

Transportation: Requested information, none provided.

MARTA: Requested information, none provided.

Fulton County Health Department: Requested information, none provided.

Fulton County Schools: Requested information, none provided.

Fire: Requested information, none provided.

Legal: Requested information, none provided.

PLANNER'S RECOMMENDATION

There are no beauty and barber salon within a quarter mile of the subject site. This will be a convenient business for the area and is in proximity to the residential neighborhood. Staff's recommendation is **APPROVAL.**

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

REVIEWED BY:
Shayla Reed, Director

MAYOR & COUNCIL ACTION

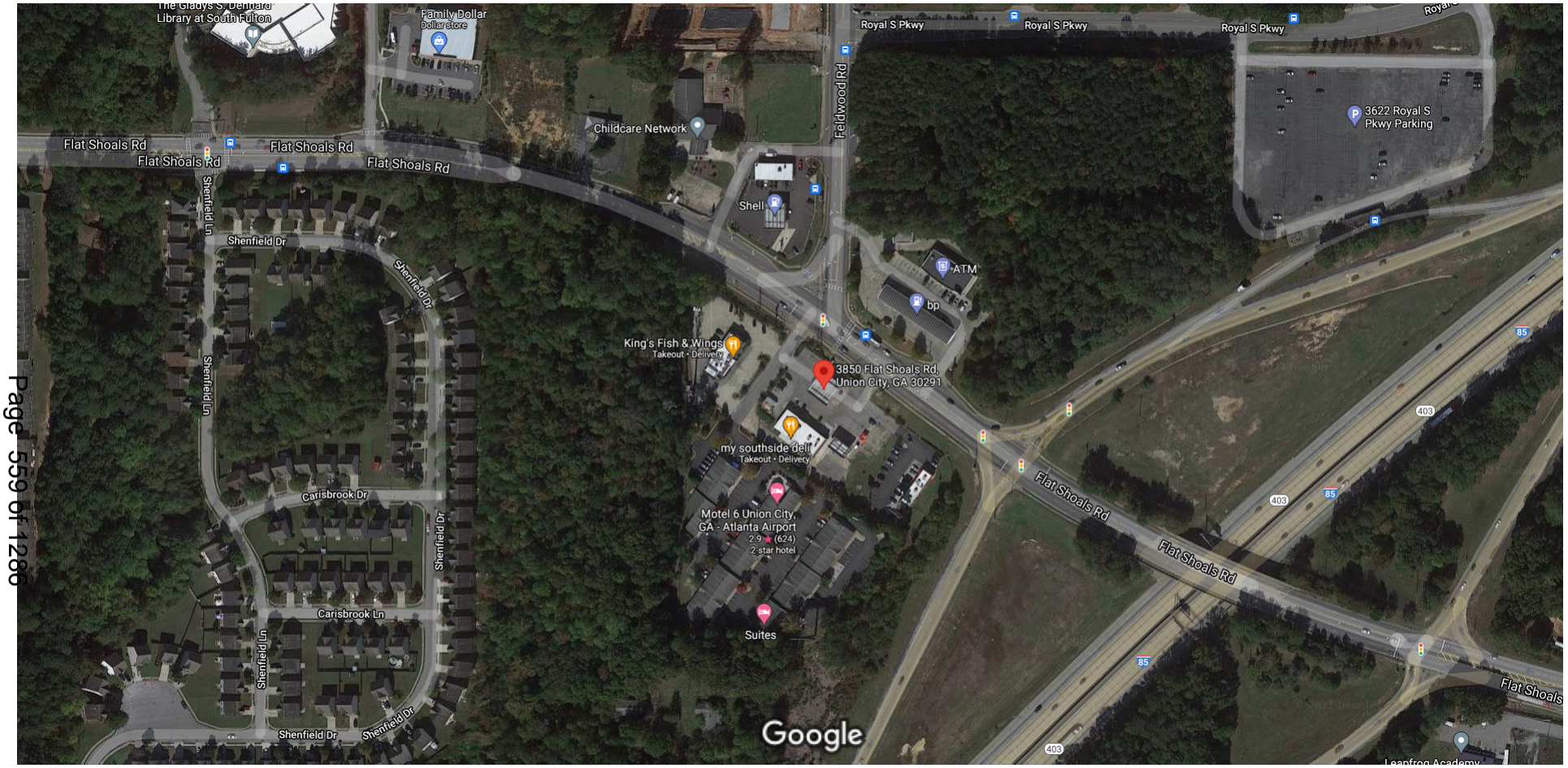
Original hearing date: March 9, 2021

At this meeting, Mayor and Council voted to deny the associated Use Permit for this case, U21-002. However, the case for the Modification was postponed.




Food Mart

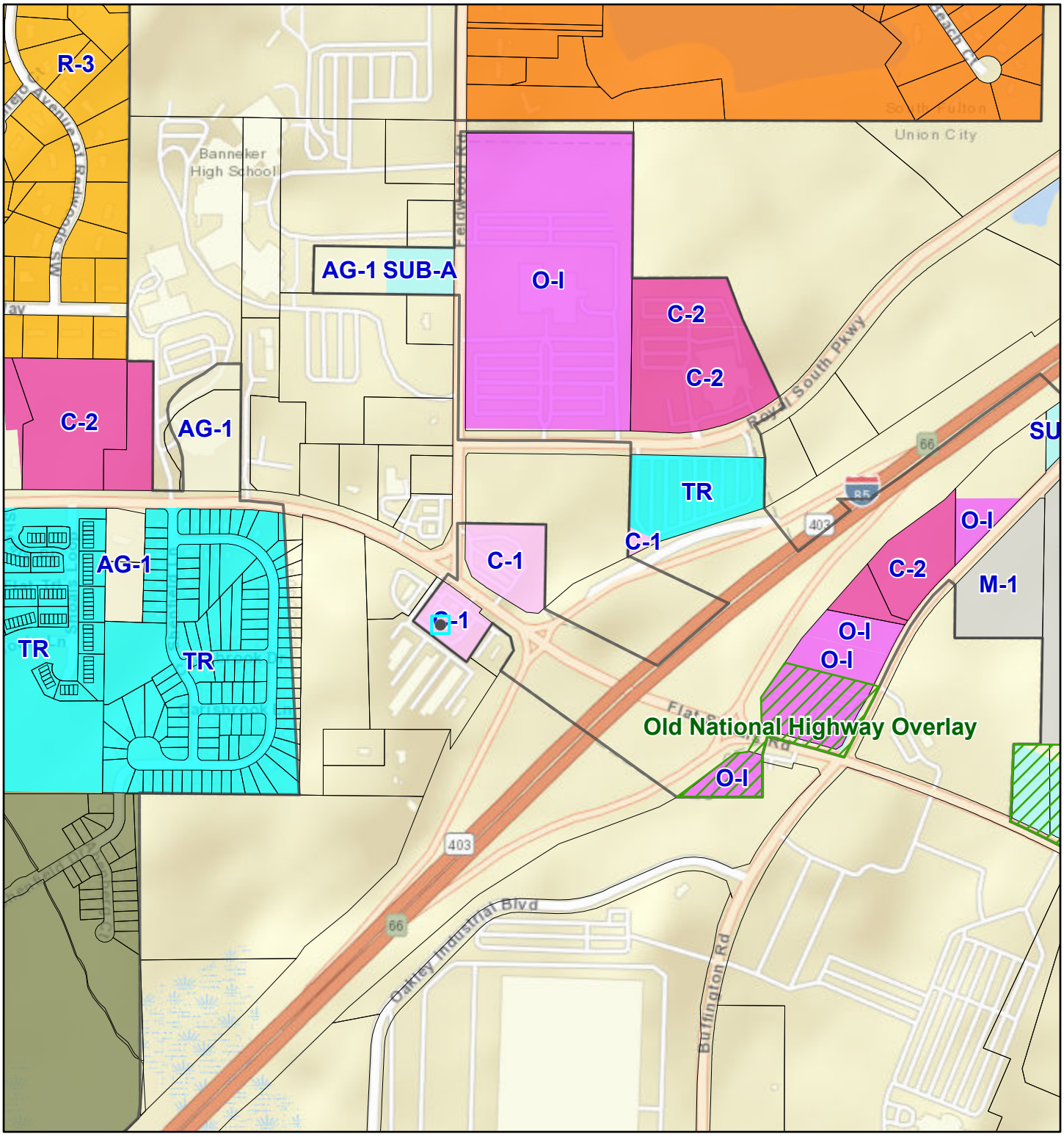
Google Maps 3850 Flat Shoals Rd



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft

City of South Fulton I July 27, 2021

COSF ArcGIS Web Map



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0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

- Overlay Districts
- City Limits
- Tax Parcels from County

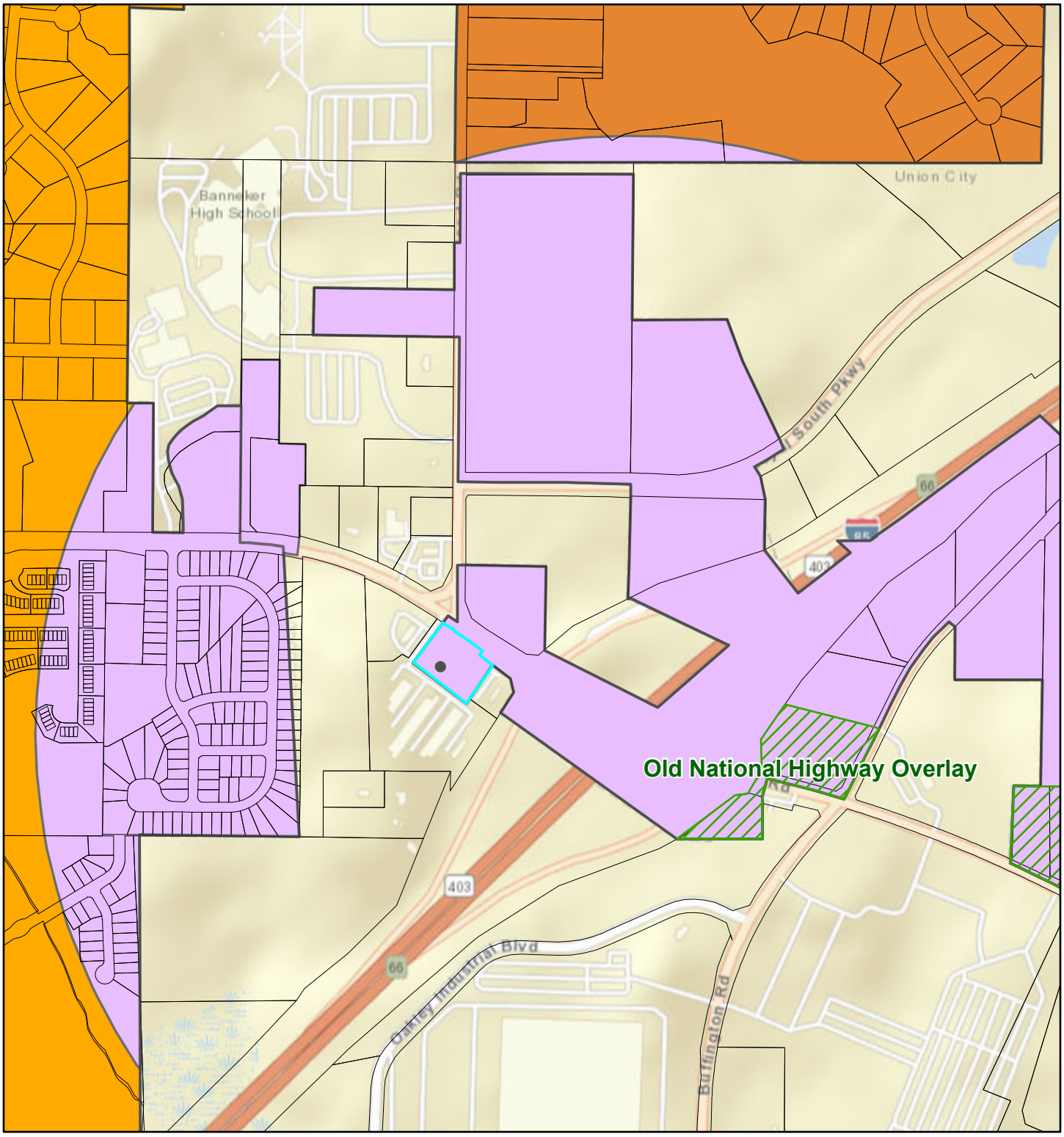
Current Zoning

- AG-1 (Agricultural)
- C-1 (Limited Commercial)
- C-2 (General Commercial)
- M-1 (Light Industrial)
- O-I (Office & Institutional)
- R-3 (Single Family Dwelling)
- R-3A (Single Family Dwelling)
- R-5A (Single Family Dwelling)
- SUB-A (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



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Overlay Districts

City Limits

Tax Parcels from County

2035 Future Land Use

Community Live Work

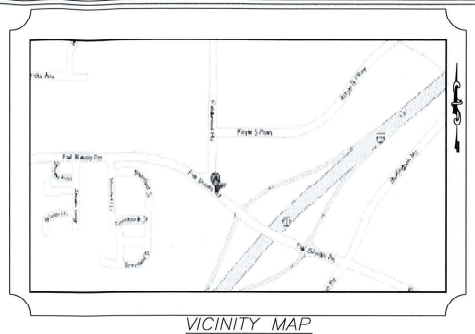
Suburban II Neighborhood

Suburban Neighborhood

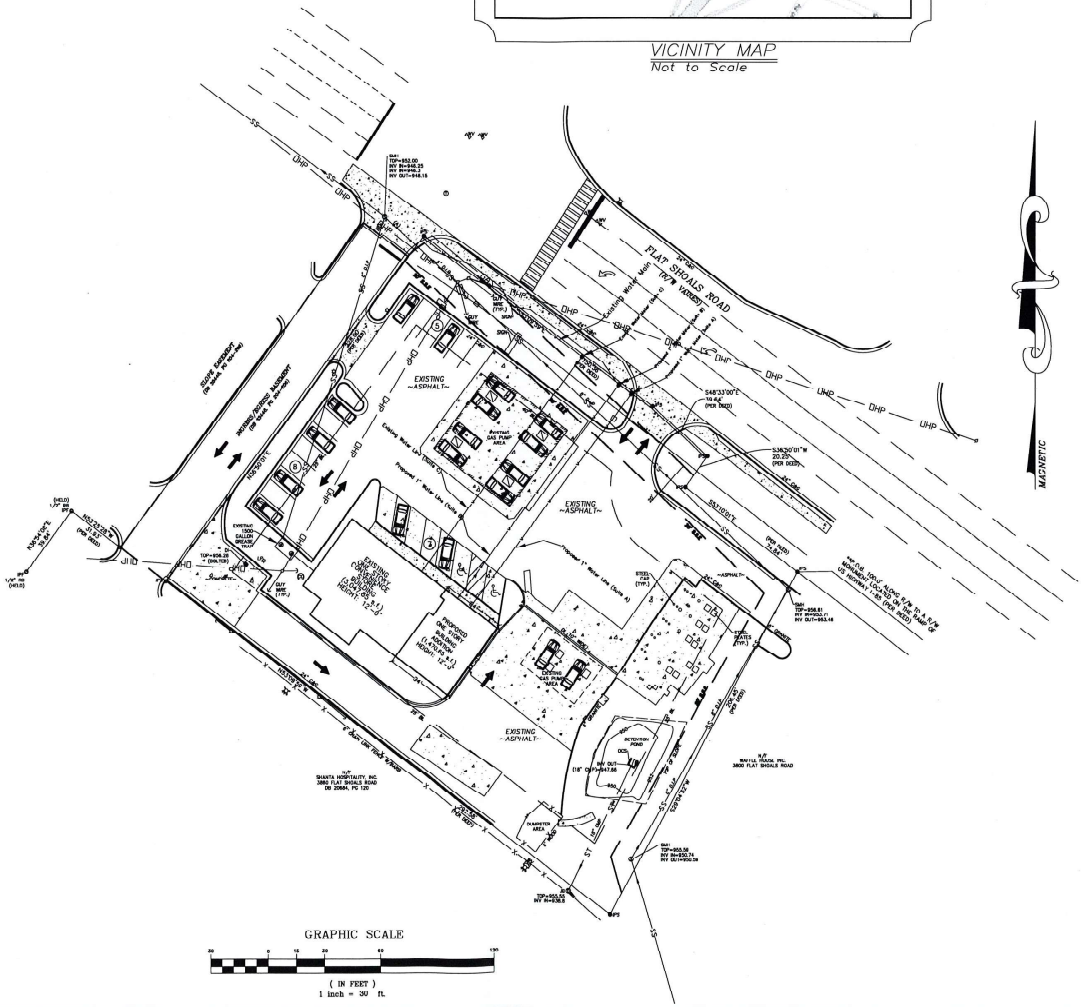
Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

Web AppBuilder for ArcGIS
City of South Fulton, GA

Legend	
CMF	Concrete Monument Found (R/W)
N/F	Now or Formerly
IPF	Iron Pin Found
IPS	Iron Pin Set
R/W	Right of Way
L.L.	Land Lot
SF	Square Feet
Ext.	Existing
SBL	Building Setback Line
FFE	Finished Floor Elevation
R	Radius
F/H	Fire Hydrant
-GAS-	Gas Line
-UGP-	Underground Utility Lines
-OHP-	Overhead Utility Lines
P/P	Utility Poles
-W-	Water Line
(M)	Meter
MH	Manhole
(CO)	Sanitary Sewer Cleanout
-SS-	Sanitary Sewer Line
-ST-	Storm Sewer Line
--100--	Contours - Existing
--100--	Contours - Proposed
x 100	Spot Elevation - Existing
(X)100	Spot Elevation - Proposed
-X-	Fence
-XX-	Silt Fence
-O-	Tree Protection Fence
	Tree - Existing
	Tree to be Impacted / Removed
	Tree - Critical Root Zone



VICINITY MAP
Not to Scale



PROJECT INFORMATION

PROJECT DESCRIPTION / SCOPE

This project proposes to perform the construction and building activities necessary to add 1,470.65 s.f. of new building square footage for additional retail space and a new restaurant to this existing convenience store building

OWNER

Pooja C - Stores, Inc.
3850 Flat Shoals Road
Union City, Ga. 30291
404-229-6909

PROJECT LOCATION

3850 Flat Shoals Road
Union City, Ga. 30291

DESIGN FIRM

Firm Foundation A & E Consultants
1227 North Peachtree Parkway, Suite 212
Peachtree City, Ga. 30269
Contact: Renard Hurns
Contact's Phone Number: 678-858-1979
Contact's E-Mail: renard.hurns@yahoo.com

24-HOUR CONTACT

Mr. Pritesh Patel
404-229-6909

SITE INFORMATION

Site Acreage: 1.409 Acres (61,386.68 s.f.)

ZONING INFORMATION

Property Zoned: C1
Maximum Building Space Footprint allowed: 4,530.0 s.f.
Total Proposed Building Space Footprint: 4,518.5 s.f.

BUILDING SETBACKS

Minimum Front Yard: 40'
Minimum Rear Yard: 25'
Minumum Side Yard: 25'

LANDSCAPE STRIPS

Front Yard: 10'
Rear Yard: 5'
Side Yard: 10'

LANDSCAPE BUFFERS

Front Yard: 10'
Rear Yard: None
Side Yard: 25'

REQUIRED PARKING

5 spaces / 1000 s.f. of Chevron & Retail Building Space
10 spaces / 1000 s.f. of Restaurant building space

Total Chevron & Retail Building Space: 3,467.85 s.f.
Total Required: (3,467.85 / 1000) x 5 = 10 Spaces

Total Restaurant Building Space: 1,050.65 s.f.
Total Required: (1050.65 / 1000) x 10 = 11 Spaces

Total Spaces Required: 18 + 11 = 29 Spaces
Handicap Spaces Required: 2
Total Spaces Required: 29

PROVIDED PARKING

Regular Spaces: 28
Handicap Spaces: 2
Total Spaces Provided: 30

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FIRM FOUNDATION A & E CONSULTANTS
"Beginning with the basics, Ending with excellence"
1227 North Peachtree Parkway
Suite 212
Peachtree City, Georgia 30269
(678) 858-1979

POOJA C - STORES, INC.
Pooja C - Stores, Inc.
3850 Flat Shoals Road
Union City, Ga. 30291
404-229-6909

PROPOSED SITE LAYOUT PLAN

BUILDING ADDITION

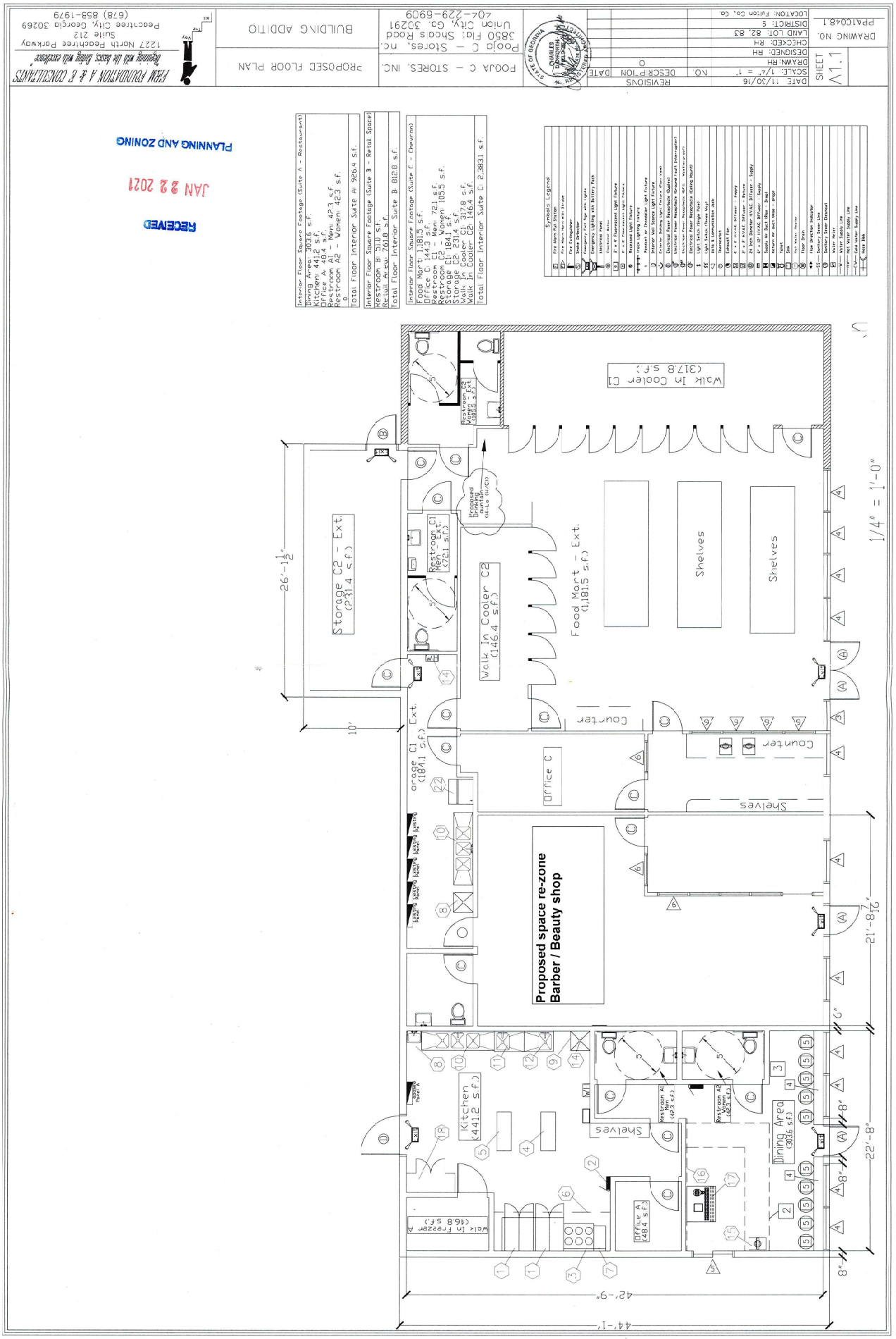
GEORGIA REGISTERED PROFESSIONAL ENGINEER HENRY J. LYAUTEY

REVISIONS		
NO.	DESCRIPTION	DATE
1	REVISION 1	1/27/17

DATE: 11/30/16
SCALE: 1" = 30'
DRAWN: RH
DESIGNED: RH
CHECKED: RH
LAND LOT: B2, B3
DISTRICT: 9
LOCATION: Fulton Co., Ga.

SHEET C1.2

DRAWING NO. PPC10360.2


FIRM FOUNDATION A & E CONSULTANTS
Designing with the basics, living with excellence
1227 North Peachtree Parkway
Suite 212
Peachtree City, Georgia 30269
(678) 853-1979
BUILDING ADDITIO
PROPOSED FLOOR PLAN
FOOJA C – STORES, INC.
Pooja C – Stores, nc.
3850 Flat Shoals Road
Union City, Ga. 30291
404-229-6909
DATE: 11/30/16
SCALE: 1/4" = 1'
DRAWN: RH
DESIGNED: RH
CHECKED: RH
LAND LOT: 82, 83
DISTRICT: 9
LOCATION: Fulton Co., Ga.
DRAWING NO. PP41C048.1
SHEET A1.1
REVISIONS
NO.
DESCRIPTION
DATE
Interior Floor Square Footage (Suite A - Restaurant)
Dining Area: 303.6 s.f.
Kitchen: 441.2 s.f.
Office A: 48.4 s.f.
Restroom A1 - Men: 42.3 s.f.
Restroom A2 - Women: 42.3 s.f.
Total Floor Interior Suite A: 926.4 s.f.
Interior Floor Square Footage (Suite B - Retail Space)
Restroom B: 51.0 s.f.
Retail Area: 761.8 s.f.
Total Floor Interior Suite B: 812.8 s.f.
Interior Floor Square Footage (Suite C - Chevron)
Food Mart: 1,181.5 s.f.
Office C: 144.3 s.f.
Restroom C1 - Men: 72.1 s.f.
Restroom C2 - Women: 105.5 s.f.
Storage C1: 184.1 s.f.
Storage C2: 231.4 s.f.
Walk In Cooler C1: 317.8 s.f.
Walk In Cooler C2: 146.4 s.f.
Total Floor Interior Suite C: 2,383.1 s.f.
Symbols Legend
Walk In Cooler C1 (317.8 s.f.)
Restroom C2 Women (105.5 s.f.)
Proposed Drinking Fountain (Hi-Lo (HC))
Storage C2 - Ext. (231.4 s.f.)
Restroom C1 Men - Ext. (72.1 s.f.)
Walk In Cooler C2 (146.4 s.f.)
Food Mart - Ext. (1,181.5 s.f.)
Shelves
Shelves
Counter
Counter
Office C
Shelves
Proposed space re-zone
Barber / Beauty shop
Kitchen (441.2 s.f.)
Shelves
Restroom A1 Men (42.3 s.f.)
Restroom A2 Women (42.3 s.f.)
Dining Area (303.6 s.f.)
Office A (48.4 s.f.)
Walk In Freezer A (46.8 s.f.)
26'-1 1/2"
10'
21'-8 7/16"
22'-8"
42'-9"
44'-1"
1/4" = 1'-0"
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PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Pooja C Stores, Inc / Pritesh Patel Petition No. M21-001 and U21-001

Date: 2/8/21

1. The following parties were notified of the requested rezoning/use permit:
Persons / companies listed in the ¼ mile list provided by the COSF planning & Zoning staff

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)
The On-Line meeting was held on 2/8/21 6PM

3. The following issues and concerns were expressed:
There was no participation from any individuals or entity

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.

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: 1/15/21

TAX PARCEL IDENTIFICATION NUMBER(S): 09F-2411-0082-033-6

SECTION I REZONING REQUEST

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

PROPERTY ADDRESS (if available): 3850 Flat Shoals Road, Union City, GA 30291

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned from C1 to _____

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: C1

USE PERMIT REQUEST: Barber / Beauty / Nail Salon_

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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JAN 22 2021
PLANNING AND ZONING

U20-002
~~U20-001~~

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: 1/15/21

Applicant printed name: Pritesh Patel

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JAN 22 2021

PLANNING AND ZONING

420-002
~~M20-001~~

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.**

Pritesh Patel
TYPE OR PRINT OWNER'S NAME

5131 Meadowlake Drive
ADDRESS

Dunwoody, GA 30338
CITY & STATE ZIP CODE

OWNER'S SIGNATURE

404-229-6909
PHONE NUMBER

Pritesh@poojainc.biz
EMAIL ADDRESS

Sworn to and subscribed before me this the

21st Day of January 20 21

NOTARY PUBLIC

ADRAIN CLARKSON NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 1, 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").**

TYPE OR PRINT PETITIONER'S NAME

ADDRESS

CITY & STATE ZIP CODE

PETITIIONER'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

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JAN 22 2021

PLANNING AND ZONING

A20-002
~~A20-001~~

TRACT 5 - INGRESS & EGRESS EASEMENT #2:
BEING ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 83 of the 2nd Section, 9th District of Fulton County, Georgia, and being more particularly described as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING of the herein described tract of land, begin at a concrete right-of-way monument found at a mitered corner of a ramp leading to I-85 from the right-of-way (65 feet from centerline) of Flat Shoals Road; thence running North 53 degrees 09 minutes 59 seconds West, along said right-of-way of Flat Shoals Road, 174.84 feet to an iron pin set (65 feet from centerline of Flat Shoals Road; thence running North 36 degrees 50 minutes 01 second East 9.94 feet to an iron pin set on the proposed right-of-way of Flat Shoals Road; thence running North 53 degrees 09 minutes 59 seconds West, along said proposed right-of-way of Flat Shoals Road, 189.87 feet to an iron pin and the True Point of Beginning of the herein described tract of land; thence running from said True Point of Beginning, North 53 degrees 09 minutes 59 seconds West 30.00 feet to an iron pin set; thence running North 36 degrees 50 minutes 01 second West 13.5 feet to an iron pin set at the right-of-way (42 feet from centerline) of Flat Shoals Road; thence running South 53 degrees 09 minutes 59 seconds West, along said right-of-way of Flat Shoals Road, 30.00 feet to an iron pin set (42 feet from centerline); thence running South 36 degrees 50 minutes 01 second West 13.5 feet to the True Point of Beginning; containing an area of 405.00 square feet and being identified as INGRESS - EGRESS EASEMENT #2 on Plat of Survey for Globe Oil Company, U.S.A., prepared by Donald W. Harkleroad, Georgia Registered Land Surveyor, dated April 4, 1984.

TRACT 6 - BUFFER ZONE #2 and BUFFER ZONE #3:
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 82 and 83 of the 2nd Section, 9th District of Fulton County, Georgia, and being more particularly described as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING of the herein described tract of land, begin at a concrete right-of-way monument found at the northwesterly mitered corner of a ramp leading to I-85 from the right-of-way (65 feet from centerline) of Flat Shoals Road; thence running South 13 degrees 39 minutes 21 seconds East 68.43 feet to a right-of-way monument, being the southwesterly mitered corner of said intersection, thence running South 31 degrees 53 minutes 34 seconds West 185.51 to a the True Point of Beginning of the herein described tract of land; thence running from said True Point of Beginning, South 31 degrees 53 minutes 34 seconds West 50.19 feet to a point; thence running North 53 degrees 09 minutes 59 seconds West 89.47 feet to a point; thence running North 76 degrees 55 minutes 33 seconds West 40.23 feet to a point; thence running North 53 degrees 09 minutes 59 seconds West 341.52 feet to a point; thence running North 36 degrees 50 minutes 01 second East 50.00 feet to a point; thence running South 53 degrees 09 minutes 59 seconds West 331.00 feet to a point; thence running South 76 degrees 55 minutes 33 seconds East 40.23 feet to a point; thence running South 53 degrees 09 minutes 59 seconds East 95.66 feet to the True Point of Beginning; being described as Buffer Zone #2 containing an area of 6,640.636 square feet or 0.152 Acres, and Buffer Zone #3 containing 16,813.065 square feet or 0.386 Acres, as shown on Plat of Survey for Globe Oil Company, U.S.A., prepared by Donald W. Harkleroad, Georgie Registered Land Surveyor, dated April 4, 1984.

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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: Pooja C Stores, Inc / Pritesh Patel__ Phone Number: (404) 229-6909_____

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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   PLANNING AND ZONING

   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

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PLANNING AND ZONING

U20-002
~~M20-001~~

IMPACT ANALYSIS
FORM B

Applicant: Pooja C Stores, Inc/ Pritesh Patel

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? No

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

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PLANNING AND ZONING

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: (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: Pooja C Stores, Inc / Pritesh Patel

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.

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PLANNING AND ZONING

Name (print) Pritesh Patel

Signature: _____ Date: 1/15/21

U20-002

PUBLIC PARTICIPATION PLAN
FORM D

Applicant: Pooja C Stores, Inc / Pritesh Patel

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:

Will mail out quarter mile list to be received from staff

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.)

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.)

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JAN 22 2021

PLANNING AND ZONING

Attach additional sheets as needed.

U20-002

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Pooja C Stores, Inc / Pritesh Patel 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.

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PLANNING AND ZONING

U20-002

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.	

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PLANNING AND ZONING

U20-002

APPLICATION FOR ADMINISTRATIVE OR ZONING MODIFICATIONS

The undersigned, having an interest in the property herein described respectfully request:

SECTION I

MODIFICATION #: _____

(To be assigned by the City of South Fulton)

[ ] A. **ADMINISTRATIVE MODIFICATION:** A modification of a condition(s) of zoning or Use Permit that does not require a public hearing. A decision will be made by the Director of Community Development & Regulatory Affairs.

[X] B. **ZONING MODIFICATION:** A modification of a condition(s) of zoning or Use Permit where public interest has been determined. This requires a public hearing by the City of South Fulton Councilmembers.

If "A" was denied, list previous case number: #M _____

1) Planner who determined the type of Modification you should file: Dana Gray

2) Identify the specific condition(s) being modified as provided by the Planner. State the condition number(s) and letter(s) (e.g. 2-b, 2-e). _____;_____;_____;_____;_____;_____.

3) Petition number of the Zoning or Use Permit to which this application applies 1984Z-0232
Current zoning district C1

4) Attach a copy of Legal Description [must be metes and bounds] or complete the following information if the property is within a recorded subdivision.

SUBDIVISION NAME: C811 UNIT/PHASE: _____

LOT NUMBER: 82 & 83 BLOCK DESIGNATION: _____ LAND LOT(S): 82 & 83

DISTRICT/SECTION: 5 /_____ RECORDED IN PLAT BOOK: 09073 PAGE: 00185

ROAD NAME: Flat Shoals Road

NOTICE: Sections III or IV below **MUST** be signed and notarized when application is submitted. If Section III is signed and notarized, applicant need only complete Section IV as "Applicant", notarization of Section IV is not necessary.

SECTION III: Owner states under oath that he/she is the owner of property described in the attached legal description, which is made part of this application for a Modification.

Pooja C Stores, Inc. / Pritesh Patel
TYPE OR PRINT OWNER'S NAME

5131 Meadowlake Drive
ADDRESS

Dunwoody, GA 30338
CITY & STATE ZIP CODE

OWNER OF PROPERTY (SIGNATURE)

(404) 229-6909
PHONE NUMBER

pritesh@poojainc.biz
EMAIL ADDRESS

Sworn to and subscribed before me this
21st day of January 20 21

Adrain Clarkson
NOTARY PUBLIC

ADRAIN CLARKSON NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 1, 2021

SECTION IV: Applicant, if different from the Owner, states under oath that:

1) Applicant is the executor or attorney-in-fact under a Power-of-Attorney for the Owner. Attach copy of Power-of-Attorney and type name of Owner as indicated in Section III; *or*

2) Applicant has an option to purchase said property conditioned upon the property being granted a modification. Attach copy of contract and type name of Owner as indicated in Section III; or

3) Applicant has an estate for years which permits the applicant to apply for a modification. Attach a copy of lease and type name of Owner as indicated in Section III.

APPLICANT (SIGNATURE)

TYPE/PRINT NAME OF APPLICANT

ADDRESS

CITY & STATE ZIP CODE

PHONE NUMBER

EMAIL ADDRESS

Sworn to and subscribed before me this

_____ day of _____ 20____

NOTARY PUBLIC

Indicate which of the above is applicable: 1 _____ 2 _____ or 3 _____

SECTION V: Attorney or Agent, if different from the applicant and/or owner

SIGNATURE OF ATTORNEY/AGENT

CHECK ONE: [_____] ATTORNEY [_____]AGENT

ADDRESS

CITY & STATE ZIP CODE

PHONE NUMBER

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 the 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: Pooja C Stores, Inc. / Pritesh Patel

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at $250.00 or more
None N			

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) Pooja C Stores, Inc. / Pritesh Patel

Signature: _____ Date: 1/15/21

PUBLIC PARTICIPATION PLAN
FORM D

Applicant: Pooja C Stores, Inc. / Pritesh Patel

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 Fulton County Zoning Resolution:

I will mail out notices from the quarter mile list that I received from staff

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

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.)

Attach additional sheets as needed.

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Pooja C Stores, Inc. / Pritesh Patel Petition No. _____

Date: 1/15/21

1. The following parties were notified of the requested modification:

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.

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 & Regulatory Affairs

Staff printed name: _____

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

Applicant signature: _____ Date: 1/15/21

Applicant printed name: Pooja C Stores, Inc / Pritesh Patel

MC HEARINGS BEGIN AT 7:00 P.M. AT THE SOUTH FULTON SERVICE CENTER (5600 STONEWALL TELL ROAD, COLLEGE PARK, GA 30349)

NOTES: DATES ARE SUBJECT TO CHANGE AND MEETINGS MAY BE ADDED AS NEEDED.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Z21-007: Council to consider a rezoning at 5275 Old National Highway for the purpose of opening a tire repair shop
DATE:	July 27, 2021
SUBJECT:	Z21-007: Council to consider a rezoning at 5275 Old National Highway for the purpose of opening a tire repair shop
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z21-007	Cover Memo	7/22/2021
Z21-007 Old National Tire Shop rezoning staff report FINAL FOR COUNCIL 7.27.21	Cover Memo	7/22/2021

Z21-007

Rezoning
5275 Old National Highway

City Council Meeting
City of South Fulton
July 27, 2021

Z21-007: 5275 Old National Highway

- No changes from the Zoning Hearing
- Planning Commission recommended denial
- 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: **Z20-007 for 5275 Old National Hwy.**

MEETING DATE: July 27, 2021

Applicant seeks to rezone from **C-1 to C-2** to allow a for a tire repair shop

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Denial

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Hyder Surani 5275 Old National Hwy. Atlanta, GA 30349
Status of Applicant:	Business Owner
City Council District(s):	District 5
Parcel ID Number:	09F241100820088
Area of Property:	0.90 Acres
Current/Past Use of the Property:	convenience Store with Gas Pumps and a Tire Repair store
Prior Zoning Cases/History:	None
Surrounding Zoning:	North: C-1 South: C-2 East: C-1 West: AG-1
2035 Future Land Use Designation:	Character Type: Community Live Work Land Uses: Live-Work Community, Public, Semi-Public and Institutional, Open Space Zonings: MIX, C-1, C-2, O-I
Compatibility to the Fulton County 2035 Comprehensive Plan:	Yes
Overlay District:	Old National Hwy. Overlay District
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: Old National Hwy. Classification: Minor Arterial Public Transit: Yes, MARTA serves Old National Hwy.

Bike/Pedestrian Access: There are side walks but no bike lanes on Old National Hwy.

Parking Required (Retail/Service Stations): This is an existing building and parking lot.

MAPS

City of South Fulton Zoning and Aerial Map:

(see attached)

Proposed Site Plan:

(see attached)

PUBLIC PARTICIPATION

The applicant held two public participation meetings on May 20, 2021, and on May 26, 2021 both at 6:00pm via zoom. No community members logged into the meetings.

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 tire repair business will not have a negative impact on neighboring businesses or parcels. Being a high traffic area, the Old National Highway Corridor is a natural place for a tire repair shop.

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

   No. The proposed development does not have any adjacent neighbors that would be negatively impacted by the tire repair business.

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

   The tire repair business does not have a reasonable economic use as currently zoned. The business has been vacant since the updated zoning code was adopted in December of 2021.

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;**

   The proposed use is for a tire repair shop and was in business for many years prior to the zoning code update. The use is not expected to create an additional burden on community facilities.

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

   Yes. The proposal is not in conflict with the current land use plan. C-2 is an allowed zoning designation in the Community Live Work designation.

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 rezoning would not have any additional impact on the environment.

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

Staff's recommendation is **APPROVAL**. The tire repair shop had been in business for many years as an accessory to the convenience store with gas pumps. The tire repair business got caught in the moratorium during a transfer of ownership. Since the business was closed more than 30 days, staff was not able to approve a new business license for the new owner because tire repair stores were no longer an allowed use in the C-1 zoning district. The applicant is requesting a rezoning to C-2 so that the previous tire repair business is once again allowed.

PLANNING COMMISSION RECOMMENDATION

At the June 15, 2021 Planning Commission meeting the board recommended Denial of this case.

PREPARED BY: Marissa Jackson, Planner

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

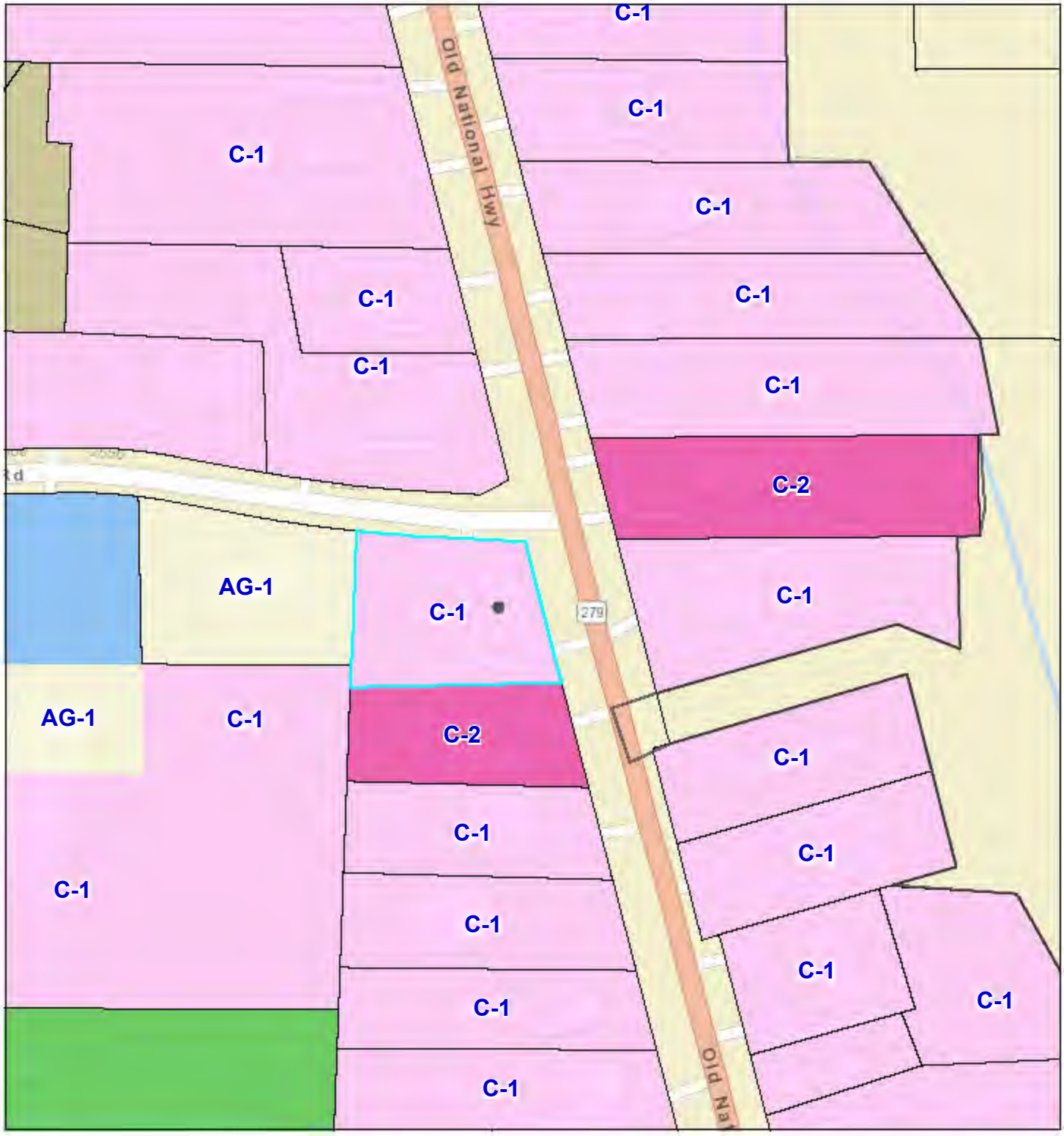
Google Maps Jolly Rd



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 Google 50 ft

City of South Fulton I July 27, 2021

COSF ArcGIS Web Map



5/7/2021, 3:04:32 PM

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

City Limits

Tax Parcels from County

Current Zoning

A (Medium Density Apartment)

A-L (Apartment Limited Dwelling)

AG-1 (Agricultural)

C-1 (Limited Commercial)

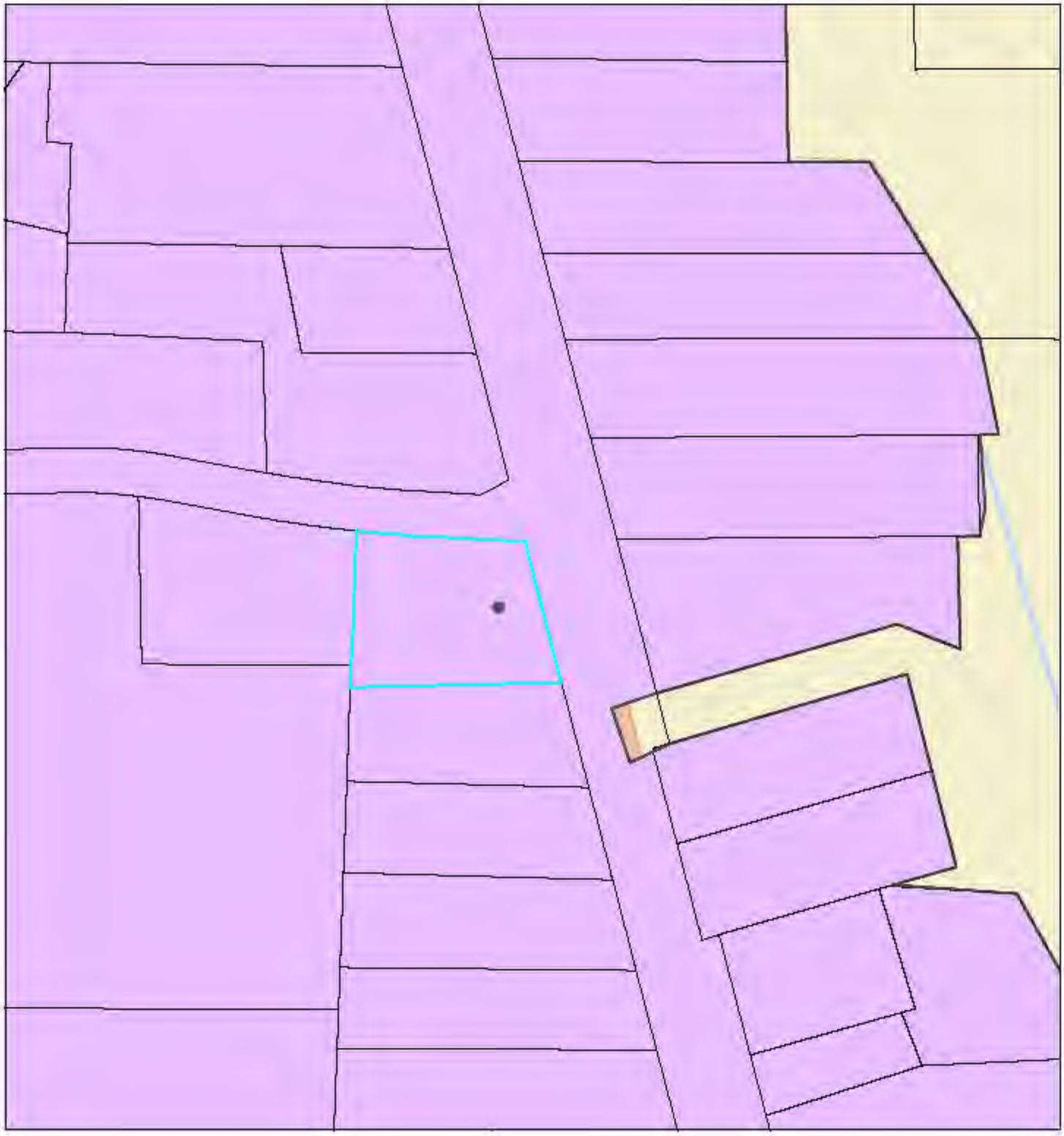
C-2 (General Commercial)

R-4 (Single Family Dwelling)

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

COSF ArcGIS Web Map



5/7/2021, 3:06:05 PM

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

City Limits

Tax Parcels from County

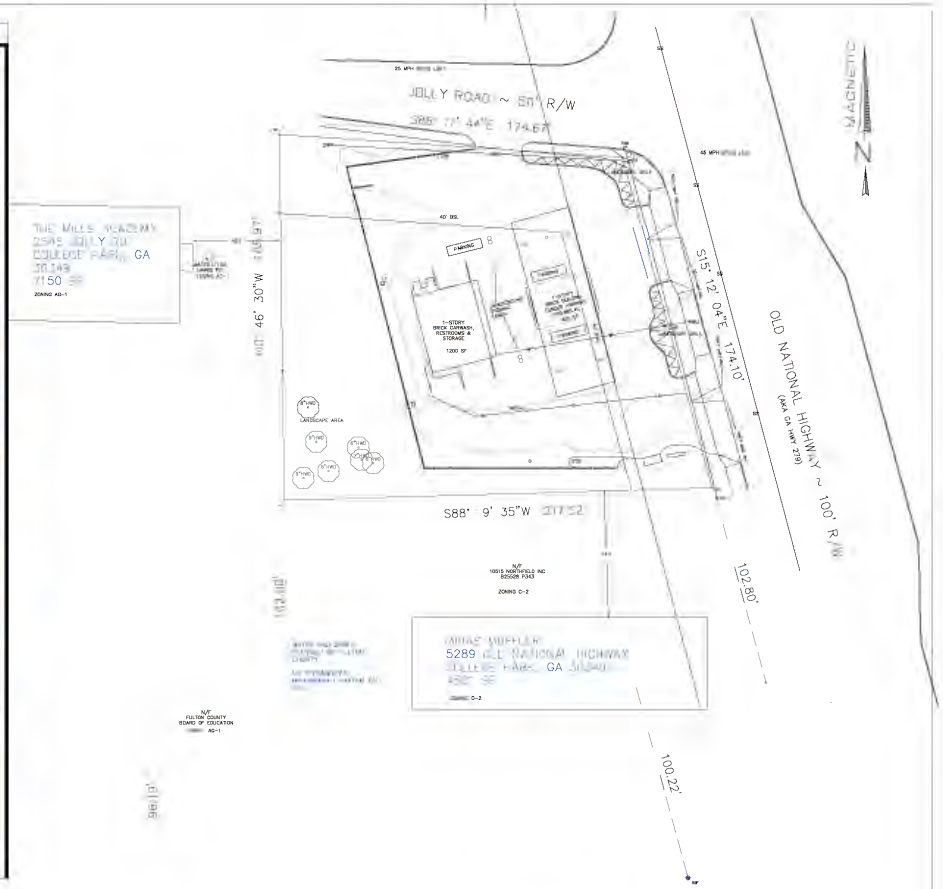
2035 Future Land Use

Community Live Work

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

Web AppBuilder for ArcGIS
City of South Fulton, GA





Zoning District	Lot Area	Setbacks			Lot Width	Lot Frontage	Development Frontage	Height	Heated Floor Area	Density	Lot Coverage
		Front	Side	Rear							
C-1	No buildings with a dwelling unit above or behind a commercial use. C-1 is NOT for all other buildings	40'	0' to interior lot line / 40' to street	0' *	N/A	35'	N/A	60' or 4 stories, whichever is higher	N/A	N/A	N/A
C-2											

FLOOD HAZARD STATEMENT
IN MAKING THIS SURVEY, EXAMINED THE "FLOOD HAZARD MAP" AND FOUND IN MY OPINION PARCEL IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARD



• L E G E N D •
NOTE: ALL ITEMS IN THIS LEGEND MAY NOT APPEAR ON THIS PLAT
AKA ALSO KNOWN AS
APD AS PER DEED
APP AS PER PLAT
BSL BUILDING SETBACK LINE
CP COMPUTED POINT
CTP CRIMP TOP PIPE FOUND
D DEED (BOOK/PAGE)
DW DRIVEWAY
EP EDGE OF PAVEMENT
FFE FINISH FLOOR ELEVATION
FKA FORMERLY KNOWN AS
IPF IRON PIN FOUND
L ARC LENGTH
LL LAND LOT
LLL LAND LOT LINE
N NEIGHBOR'S
N/F NOW OR FORMERLY
NAIL NAIL FOUND
P PLAT (BOOK/PAGE)
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS LENGTH
R/W RIGHT-OF-WAY
RBF REINFORCING BAR FOUND
RBS 1/2" REINFORCING BAR SET
SW SIDEWALK
SSE SANITARY SEWER EASEMENT
SSCO SANITARY SEWER CLEANOUT
TF FENCE LINE
WALL
OHC OVERHEAD ELECTRIC LINE
W WATER LINE
WM WATER METER
G GAS LINE

ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY PUBLIC OR PRIVATE.
NOTE: PROPERTY LINES SHOWN ON THIS MAP/PLAT REPRESENT PHYSICAL FIELD FUNCTIONS BY EVIDENCE OF APPARENT POSSESSION (IRONS FINS FOUND, OLD & ESTABLISHED FENCE LINES, OLD WALL LINES, SHRUB & HEDGE LINE, MONTE LOCATIONS, ETC.) THEY MAY DIFFER AND BE IN CONTENTION FROM EVIDENCE FOUND AT THE APPLICABLE COUNTY COURTHOUSE. THEY MAY ALSO DIFFER FROM OTHER SURVEYOR OPINIONS AND/OR NEIGHBORS' SURVEYS/PLATS. A FULL LAND TITLE REPORT/ OPINION ON ALL PROPERTIES, INCLUDING ADJACENT AND CONTIGUOUS PROPERTIES MAY BE NEEDED TO RESOLVE ALL POSSIBLE PROPERTY LINE DISPUTES OR DISCREPANCIES.
THIS MAP/PLAT WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS MAY ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY. THIS MAP/PLAT IS SUBJECT TO REVISIONS AND UPDATE UPON RECEIPT OF SAID TITLE COMMITMENT.
BUILDING LINES SHOWN HEREON DERIVED FROM VARIOUS ONLINE SOURCES. THEY MAY BE IN CONTENTION WITH OR DIFFER FROM INTERPRETATIONS OF GOVERNING AUTHORITIES. IT IS THE CLIENT'S OBLIGATION TO CONFIRM WITH PERMITTING AGENCIES BASED ON THEIR SPECIFIC CONSTRUCTION PROJECTS.
~ THIS MAP/PLAT WAS HYBRID FIELD WORK WITH ASSUMED ELEVATIONS, THEN ADJUSTED TO NAVD 88 BASED ON MULTIPLE OBSERVATIONS FROM GOOGLE EARTH SATELLITE IMAGERY OR OTHER ONLINE SOURCES. THE ELEVATIONS SHOWN HEREON ARE +/- 1' (1) ONE FOOT).
TREE SYMBOLS ARE NOT TO SCALE. TREE SYMBOLS REPRESENT POSITION OF TREE & ARE NOT THE CRITICAL ROOT ZONE (CRZ) DRIPLINE).
NOTE: ANY & ALL UNDERGROUND UTILITIES, I.E. SEWER/ STORM, GAS, WATER, ETC., HAVE NOT BEEN FIELD LOCATED BY CONVENTIONAL SURVEY METHODS.

Gulbanu H LLC
5275 Old National Highway
Atlanta, Georgia 30349

PUBLIC NOTICE
REZONING

May 11, 2021

RE: Proposed Rezoning of 5275 Old National Highway (Tax Parcel Identification: 13 0068 LL1597) from C-1 (Limited Commercial District) to C-2 (General Commercial District)

Dear Property Owner,

Gulbanu H LCC is applying to rezone the entire parcel of land at 5275 Old National Highway from C-1 (Limited Commercial District) to C-2 (General Commercial District). The property contains both a convenience store and a service garage.

For over three decades, the property has been utilized as a convenience store with a retail gasoline station. During this time, property owners have rented out the service garage onsite to various businesses (i.e., tire repair shop). Although this was previously allowed in the C-1, the new City of South Fulton Zoning Ordinance adopted on December 8, 2020 reclassified most automotive services to C-2. The purpose of this rezoning request is to allow property owners to continue to lease the service garage for automotive repair and maintenance services like they did in the past.

A few important points to note:

- There will be no new construction on the property as a result of this rezoning proposal.
- The business will continue to operate as a convenience store with a retail gasoline station.
- The business is located near other businesses zoned C-2 (General Commercial District).

We would like to formally invite you to a virtual Public Participation meeting on Zoom. If you have input on this rezoning proposal, please join us on either **Thursday, May 20, 2021 at 6:00PM EDT** or on **Wednesday, May 26 at 10:30AM EDT** to discuss any concerns. The meetings will last approximately 30 minutes, with a 5-minute presentation on the rezoning proposal and reserve the remainder of the time for questions or feedback. Please see the next page for instructions on how to access Zoom.

Thursday, May 20, 2021 (6:00PM EDT)	Wednesday, May 26, 2021 (10:30AM EDT)
Meeting ID: 834 1758 0785 Passcode: 09Kz5y	Meeting ID: 810 4101 3195 Passcode: gvQ4Fp

The City of South Fulton will also be holding meetings to discuss the rezoning application. Please visit the City of South Fulton website (www.cityofsouthfultonga.gov) for more information on how to attend these meetings.

- **Community Zoning Information Meeting:** Monday, June 7, 2021 (6:00PM EDT)
- **Planning Commission Meeting:** Tuesday, June 15, 2021 (6:00PM EDT)
- **City Council Meeting:** Wednesday, July 14, 2021 (6:00PM EDT)

If you have any questions or comments on the rezoning proposal or need assistance accessing the meetings, please do not hesitate to reach out to us via phone at 404-271-0608 or via email at gulbanuhllc@gmail.com.

Thanks,

Henry Surani

Gulbanu H LLC
5275 Old National Highway
Atlanta, Georgia 30349

ZOOM INSTRUCTIONS

More detailed instructions can be found at support.zoom.us.

1. Open your browser
2. Go to **join.zoom.us**
3. Enter the Meeting ID
4. Click Join
5. Open **zoom.us**
6. Launch Meeting

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Hyderali Surani

Petition No.

Date: May 27, 2021

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

All addresses listed in the quarter-mile list provided by Dana Gray (attached) except for one, which was a repeated address and name combination. A receipt with a full list of addresses and their associated zip codes has been scanned and is attached to the application.

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

Two Zoom meetings were held on different dates and different times (morning and evening) to accommodate varying schedules. Instructions on how to attend the Zoom meeting were also included within the letter. The schedulers (Sana Surani and Hyderali Surani) were on the calls for the entire duration of the meeting (30 minutes). However, no participants in the quarter-mile list attended the Zoom meetings. Screenshots of both meetings are also attached.

Topic: Rezoning: 5275 Old National Highway (Meeting Option 1)
Time: May 20, 2021, 06:00 PM Eastern Time (US and Canada)

- Meeting ID: 834 1758 0785
- Passcode: 09Kz5y

Topic: Rezoning: 5275 Old National Hwy (Meeting Option 2)
Time: May 26, 2021, 10:30 AM Eastern Time (US and Canada)

- Meeting ID: 810 4101 3195
- Passcode: gvQ4Fp

3. The following issues and concerns were expressed:

No participants attended the Zoom meetings, and no correspondence (via email, phone, or letter) was received on the topic of the property's rezoning.

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

No issues and concerns were raised. See (3).

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.

Attached is the copy of the letter that was sent to each business provided in the quarter-mile list.

Gulbanu H LLC
5275 Old National Highway
Atlanta, Georgia 30349

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REZONING

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We would like to formally invite you to a virtual Public Participation meeting on Zoom. If you have input on this rezoning proposal, please join us on either **Thursday, May 20, 2021 at 6:00PM EDT** or on **Wednesday, May 26 at 10:30AM EDT** to discuss any concerns. The meetings will last approximately 30 minutes, with a 5-minute presentation on the rezoning proposal and reserve the remainder of the time for questions or feedback. Please see the next page for instructions on how to access Zoom.

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Thanks,

Henry Surani

Gulbanu H LLC
5275 Old National Highway
Atlanta, Georgia 30349

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6. Launch Meeting

5270 Old National quarter mile list (2)

Owner	OwnerAddr1	OwnerAddr2	Zipcode	Letter Sent?
10515 NORTHFIELD INC	4300 TBC WAY	PALM BEACH GARDENS FL 33410	33410	Yes
2565 JOLLY ROAD COLLEGE PARK LLC	2565 JOLLY RD	COLLEGE PARK GA 30349-3103	30349	Yes
5140 NATIONAL COLLEGE PARK GA LLC	4280 PROFESSIONAL CENTER DR STE 100	WEST PALM BEACH FL 33410	33410	Yes
AABACUS LAND HOLDING LLC	5234 OLD NATIONAL HWY	COLLEGE PARK GA 30349	30349	Yes
ADAMS ANTHONY B & NELLIE W	2575 JOLLY RD	COLLEGE PARK GA 30349	30349	Yes
ADJEI YEBOAH	401 HAWKSTONE WAY	ALPHARETTA GA 30022	30022	Yes
AGH ARK LLC	1547 LAUREL PARK CIR	ATLANTA GA 30329	30329	Yes
ALEMBIK AARON I ET AL	201 ALLEN RD NE STE 300	ATLANTA GA 30328-4864	30328	Yes
AVYAKTA ENTERPRISES LLLP	423 LANDOVER DR	DECATUR GA 30030	30030	Yes
BAILEY MARY A JACOBS	5225 NORTHFIELD BLVD	COLLEGE PARK GA 30349	30349	Yes
BALDE MAMADOU L	5100 OLD BILL COOK RD	COLLEGE PARK GA 30349	30349	Yes
BANK OF AMERICA N A	7105 CORPORATE DR	PLANO TX 75024-4100	75024	Yes
BATTLE MONUMENT PARTNERS LLC	530 EAST MAIN ST SUITE 1000	RICHMOND VA 23219	23219	Yes
BETHEA KENNETH	2660 DUNMORELAND TER	COLLEGE PARK GA 30349	30349	Yes
BLADE PROPERTIES INC	1154 SANDY SPRINGS LANE	MARIETTA GA 30062	30062	Yes
CARTHAN EUGENE CARTHAN MARTHA	5215 NORTHFIELD BLVD	ATLANTA GA 30349	30349	Yes
CHARLES MARIE JEAN	1595 UNIONPORT RD #7B	BRONX NY 10462-5912	10462	Yes
CHEN WEN MEI ET AL	P.O. BOX 683751	MARIETTA GA 30068	30068	Yes
CHINA IV PROPERTIES LLC	3505 CEDAR VALLEY DR	SMYRNA GA 30080	30080	Yes
CHOI & JUN INC	5250 OLD NATIONAL HWY	ATLANTA GA 30349	30349	Yes
CITIZENS & SOU NATL BK LESSEE	101 N TRYON ST	CHARLOTTE NC 28255	28255	Yes
CITY OF ATLANTA	68 MITCHELL ST SW STE 1350	ATLANTA GA 30303-3520	30303	Yes
COLLINS ROBERT	P O BOX 1025	FOREST PARK GA 30298	30298	Yes
CRAWFORD GWENDOLYN F & BAUGH FRED	2645 DUNMORELAND TER	COLLEGE PARK GA 30349	30349	Yes
DEVELOPMENT AUTHORITY OF FULTON COUNTY	P O BOX 3707	SEATTLE WA 98124-1787	98124	Yes
DIALLO HADIATOU	6519 GREY FOX WAY	RIVERDALE GA 30296	30296	Yes
EKPOUDOM CHRISTOPHER	305 ST PAULS CT	STOCKBRIDGE GA 30281	30281	Yes
EMC PARTNERSHIP NO ET AL	1215 HIGHTOWER TRL BLDG B STE 200	SANDY SPRINGS GA 30350	30350	Yes
FC ENTERPRISES INC	2199 GLENMORE LN	SNELLVILLE GA 30078	30078	Yes
FELIX AMOA BONSU MD PC	554 CENTENNIAL LANE	ATLANTA GA 30313	30313	Yes
FQSR LLC	10950 GRANDVIEW DR	OVERLAND PARK KS 66210	66210	Yes
FRIMPONG OMANE	869 ARTISTRY WAY	FAIRBURN GA 30213	30213	Yes
FULTON COUNTY BOARD OF EDUCATION	786 CLEVELAND AVE	ATLANTA GA 30315	30315	Yes
GARCIA RONI	200 RAINHAM CT	UNION CITY GA 30291	30291	Yes
GIOVINCO & ALVAREZ PROPERTIES I LLC DBA POD PROPERTIES	1975 HWY 54 W STE 205	PEACHTREE CITY GA 30269	30269	Yes
GOLDSTEIN INVESTMENT PROPERTIES LLC	7594 GARLAND CIR	ATLANTA GA 30349	30349	Yes
GULBANU H LLC	140 STILLWOOD DR	FAYETTEVILLE GA 30215	30215	Yes
HARRISON KEITH	2802 WINDTHRUSH DR	CHATTANOOGA TN 37421-5000	37421	Yes
HEEL REALTY INC	3800 SOUTH OCEAN DR # 415 H	HOLLYWOOD FL 33019	33019	Yes
HILL EDWARD K	2635 DUNMORELAND TER	COLLEGE PARK GA 30349	30349	Yes
HYBRASS PROPERTIES LLC	1980 WALKER RD	CONYERS GA 30094	30094	Yes
IKEME PATIENCE O	6 BELLA MINOZZA	LAKE ELSINORE CA 92532	92532	Yes
JOHNSON VERONICA A & BRANDIS E	5900 OLD BILL COOK RD	ATLANTA GA 30309	30309	Yes
JONES DEBORAH R	2655 DUNMORELAND TER	ATLANTA GA 30349	30349	Yes
JOSEPH GUY	2595 NORTHFIELD CT	ATLANTA GA 30349	30349	Yes
KOMISAROW ENTERPRISES L P	3520 PIEDMONT RD NE STE 410	ATLANTA GA 30305-1512	30305	Yes
LNL MEXICAN LLC	5350 OLD NATIONAL HWY	ATLANTA GA 30349	30349	Yes
LOWERY COURTNEY D	648 HWY 279	FAYETTEVILLE GA 30214	30214	Yes
MARYS LITTLE LAMBS INC	2545 JOLLY RD	COLLEGE PARK GA 30349	30349	Yes
MAYS CHARLES B PACKER WALTER G	2296 CARRINGTON DR	ELLENWOOD GA 30294	30294	Yes
MDG DEVELOPMENT GROUP LLC	P O BOX 36611 HDQ 6TX	DALLAS TX 75235	75235	Yes
MRE OLD NATIONAL LLC	3163 CANNON ST	ATLANTA GA 30331	30331	Yes
NEWTON MELISSA	5205 NORTHFIELD BLVD	ATLANTA GA 30349	30349	Yes
OLD NATIONAL INVESTMENT PROPERTY LLC	2350 MONTE VILLA CT	MARIETTA GA 30062	30062	Yes
PARTISS LEE KENNETH III TR	8130 FORMBY CT	DULUTH GA 30097	30097	Yes
PERKINS WILLIAM T	P.O. BOX 491326	ATLANTA GA 30349	30349	Yes
PERKINS WILLIAM T & MARGARET T	P.O. BOX 491326	ATLANTA GA 30349	30349	Yes
PRINCE KIRK & PRINCE STEPHANIE	7594 GARLAND CIR	ATLANTA GA 30349	30349	Yes
RCM PROPERTIES LLC	668 RISING STAR RD	BROOKS GA 30205	30205	Yes
RCM PROPERTIES LLC	668 RISING STAR RD	BROOKS GA 30205	30205	Repeat Address (Already Sent)
RICE BONNIE W	130 RIMEL LN	COLLEGE PARK GA 30349	30349	Yes
RLY HOLDINGS INC	1900 MAIN ST 5TH FL	IRVINE CA 92614	92614	Yes
SAGRE INVESTMENT GROUP LLC	4879 MANATEE CT	POWDER SPRINGS GA 30127	30127	Yes
SCHAYES SUSAN	115 ALICE BRIDGE WAY	WOODSTOCK GA 30188	30188	Yes
SISTERS & CO INC	5299 OLD NATIONAL HWY	COLLEGE PARK GA 30349	30349	Yes
SOLID EQUITIES INC	P.O. BOX 70	DOUGLASVILLE GA 30133	30133	Yes
SOON & HONG INC	4888 TARLETON DR	LILBURN GA 30047	30047	Yes
STORE MASTER FUNDING I LLC	P.O. BOX 52427	ATLANTA GA 30355	30355	Yes
STRONG LAND LEASES LLC	4300 W CYPRESS ST STE 600	TAMPA FL 33607	33607	Yes

TEP BISCAYNE LP	135 ROCKAWAY TPKE SUITE 105	LAWRENCE NY 11559	11559	Yes
TWELVE SAC SELF STORAGE CORP	207 E CLAREDON AVE	PHOENIX AZ 85012-2072	85012	Yes
VASQUEZ MARCHEWKA LLC	6294 OLD DIXIE HWY	JONESBORO GA 30236	30236	Yes
WACHOVIA BANK OF GEORGIA	P.O. BOX 2609	CARLSBAD CA 92018-2609	92018	Yes
YES ASSETS LLC	P.O. BOX 450233	ATLANTA GA 31145	31145	Yes
YSJ LLC	132 N HAVEN DR	MACON GA 31210-1219	31210	Yes

CITY OF SOUTH FULTON REZONING & USE PERMIT APPLICATION PACKAGE

Application to Rezone
5275 Old National Highway
from C1 to C2

Hyderali Surani

April 15, 2021

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	x
2.	Site Plan Checklist	1 original and 1 copy	x
3.	Application Form	1 original and 2 copies; plus 1 additional copy if project includes a DRI or MARTA review	x
4.	Legal Description (8½" x 11")	4 copies	x
5.	Deed	2 copies	x
6.	Letter of Intent (8½" x 11")	9 copies; plus 1 additional copy if project includes a DRI or MARTA review	x
7.	Site Plan	9 copies; plus 1 additional copy if project includes a DRI or MARTA review	x
8.	Environmental Site Analysis	3 copies	x
9.	Impact Analysis (8½" x 11")	3 copies	x
10.	Disclosure Form(s)	2 copies	x
11.	Public Participation Plan	2 copies	x
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	x
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 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 15, 2021

TAX PARCEL IDENTIFICATION NUMBER(S): 13 0068 LL1597

SECTION I REZONING REQUEST

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

PROPERTY ADDRESS (if available): 5275 Old National Highway, College Park, Georgia 30349

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned from C1- to C2
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.**

Hyderali Svrani
TYPE OR PRINT OWNER'S NAME

5275 Old National Hwy
ADDRESS

Atlanta, GA 30349
CITY & STATE ZIP CODE

OWNER'S SIGNATURE

404-271-0608
PHONE NUMBER

henrysvrani@gmail.com
EMAIL ADDRESS

Sworn to and subscribed before me this the
26th Day of January 20 21
NOTARY PUBLIC

Shirley C Copeland
NOTARY PUBLIC
Fayette County, GEORGIA
My Comm. Expires 06/15/202

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 described in the attached legal description, which is made part of this application.**

Shahnaz Surani
TYPE OR PRINT OWNER'S NAME

5275 Old National Hwy
ADDRESS

Atlanta, GA 30349
CITY & STATE ZIP CODE

OWNER'S SIGNATURE

678-793-2490
PHONE NUMBER

sanasurani@gmail.com
EMAIL ADDRESS

Sworn to and subscribed before me this the
24th Day of January 20 21
NOTARY PUBLIC

Shirley C Copeland
NOTARY PUBLIC
Fayette County, GEORGIA
My Comm Expires 06/15/2021

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").**

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

Gulbanu H. LLC
Citgo Village Food Mart
5275 Old National Highway
Atlanta, Georgia 30349

Phone: 678-557-9454
Email: henrysurani@gmail.com

LETTER OF INTENT

April 15, 2021

Marissa Jackson
5440 Fulton Industrial Boulevard (Suite A)
Atlanta, Georgia 30336

RE: City of South Fulton Rezoning & Use Permit Application to Rezone all 0.794 acres of 5275 Old National Highway from C1 to C2

Dear Ms. Jackson,

Gulbanu H. LLC requests that its property located at 5275 Old National Highway, Atlanta Georgia 30349 identified in **Figure 1** be rezoned from C1 to C2. The property consists of a 420 square foot retail building and a 1,200 square foot service garage. The primary business operated onsite is a convenience store with a retail gasoline station. The property utilizes the retail building as the convenience store; however, the service garage remains vacant. The purpose of this letter is to explain the need and justification for the requested rezoning.

For over three decades, the property has been utilized as a convenience store with a retail gasoline station. In recent years, the owners have also rented out the service garage (formerly a car wash) for automotive repair and maintenance services (NAICS: 8111). Although this was previously allowed in C1, the new City of South Fulton zoning ordinance adopted on December 8, 2020 reclassified automotive repair and maintenance services to C2. This has prevented the property owners from leasing the 1,200 square foot service garage for automotive repair and maintenance services, like a tire repair shop. Additionally, this has caused significant thrash to prospective small business owners wanting to lease the property. In order to prevent long-term financial loss, the owners are applying to rezone the property from C1 to C2, which will be inclusive of both businesses onsite.

As mentioned in **Form B**, the zoning proposal complies with the policies and intent of the 2035 Fulton County Comprehensive Plan (2016-2035). The Land Use Plan designates the property as a Community Live Work Character Area. The inclusion of both businesses onsite will allow further commercial development and provide additional service options to nearby and adjacent neighborhoods without interrupting the status quo. A full depiction of the property can be found in the **Site Plan**.

Thank you for your time and consideration of the requested rezoning. If you have any questions, please do not hesitate to contact me.

Sincerely,
Hyderali Surani

Gulbanu H. LLC
Citgo Village Food Mart
5275 Old National Highway
Atlanta, Georgia 30349

Phone: 678-557-9454
Email: henrysurani@gmail.com

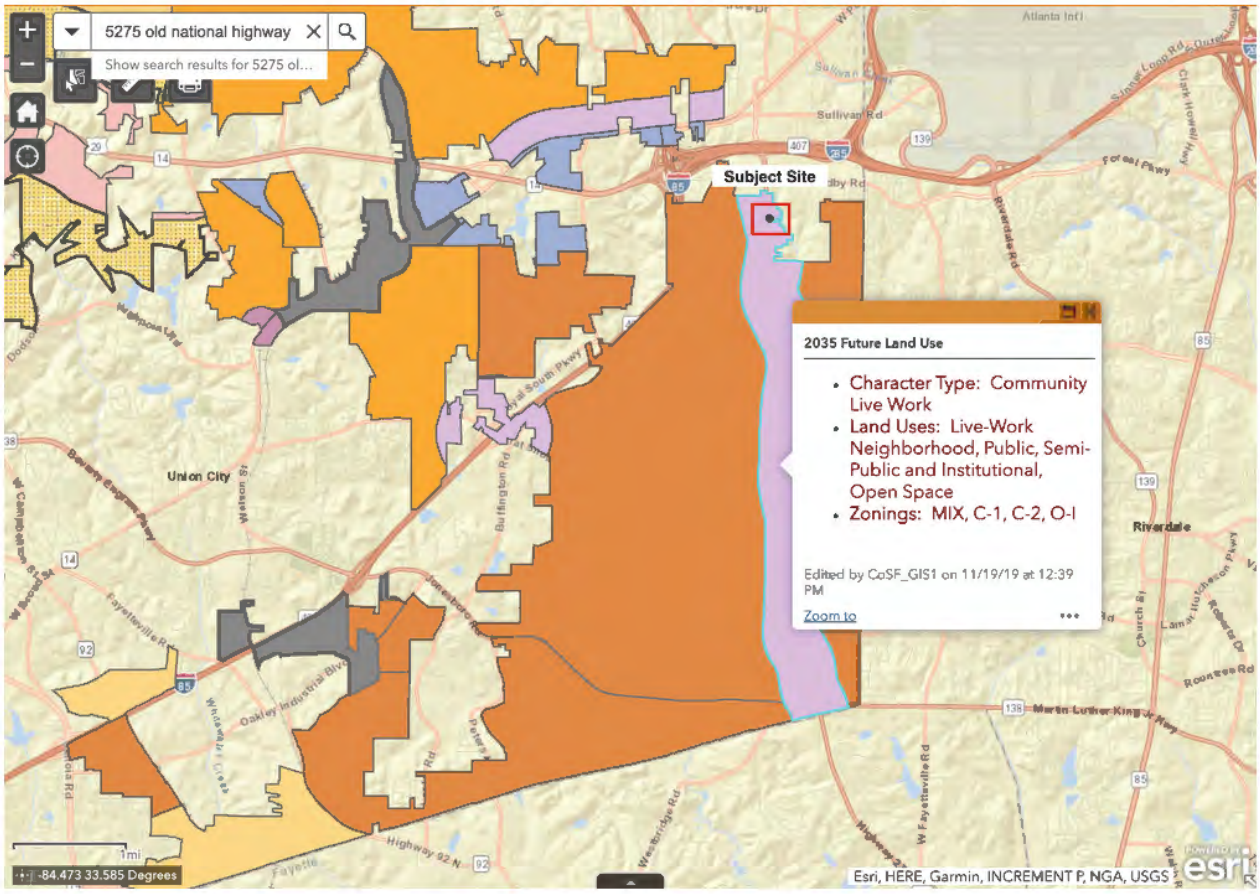

Figure 1. 5275 Old National Highway (2035 Future Land Use)
Source: City of South Fulton GIS

IMPACT ANALYSIS FORM B

Applicant: Hyderali Surani

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. The property is located within a heavily developed commercial and residential area. The requested zoning will continue to permit the operation of a convenience store (400 sq. ft.) with a retail gasoline station. It will additionally permit the operation of automotive repair and maintenance services (NAICS: 8111) in the 1,200 sq. ft. carwash building located onsite that is currently empty. In previous years, the 1,200 sq. ft. carwash building was utilized as a used tire repair shop. This is consistent use of existing property that is suitable in view of the use and development of adjacent and nearby property described in *Page 2* of the Environmental Site Assessment.

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

No. Rezoning will mimic the function and purpose of previous businesses on the property. Nearby properties are both zoned and used for compatible purposes, particularly small businesses.

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

The subject property has reasonable economic use as a convenience store with a retail gasoline station, in addition to operating an automotive repair and maintenance business.

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. Rezoning will not cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools, including the nearby daycare. This project does not require new construction or development. As noted, the 1200 sq. ft. carwash building was previously utilized as a used tire repair shop, with all business done onsite.

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

Yes. The 2035 Fulton County Comprehensive Plan (2016-2035) Land Use designates the property as a Community Live Work Character Area (See Figure 1). Since both C-1 and C-2 are compatible active zoning classifications, rezoning to C-2 will continue to support the intent of the Land Use Plan. The property will continue to provide commercial services (See Form A, 1). Rezoning will allow growth of commercial services on the property to better serve adjacent neighborhoods. Since multi-tenant centers are supported under the Community Live Work Character Area, this will further comply with this designation.

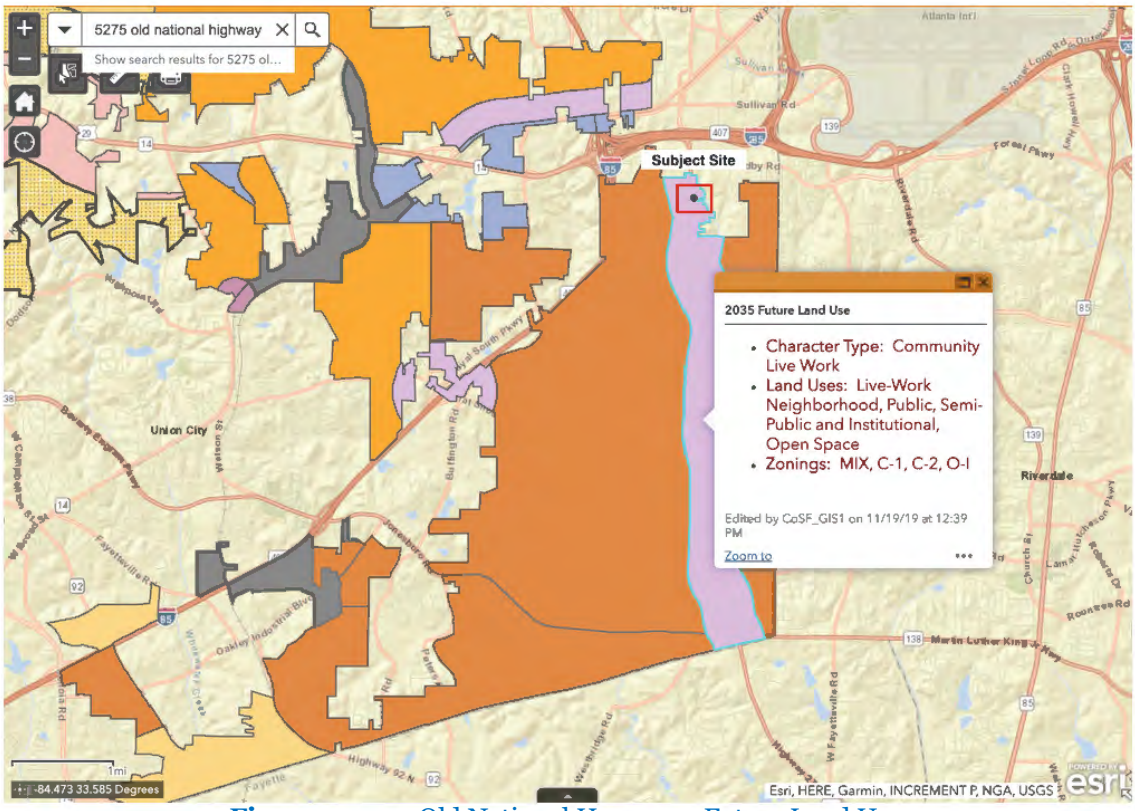

Figure 1: 5275 Old National Hwy 2035 Future Land Use
City of South Fulton GIS

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 conditions of the existing infrastructure on the property are consistent with similar businesses in adjacent and nearby property. Additionally, tenants who have an interest in operating their business on the property are unable to do so until rezoning requirements are met.

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. The approval of this rezoning request would not permit a use that is environmentally averse to the natural resources, environment, and citizens of the City of South Fulton. Tenants leasing the property will be required to follow all local, state, and federal rules and regulations, including, but not limited to environmental regulations.

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): Hyderali Surani

Signature:_____Date: _____

Signature: _____ Date: Jan 21, 2021

PUBLIC PARTICIPATION PROGRAM

Applicant: Hyderali Surani

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: Hyderali Surani

Please see attached sheets for more detailed information on (1) and (2).

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 following businesses and residences were found within a quarter mile radius from the proposed rezoning site (See **Table 1** and **Figure 1**) via Google Maps. All will be notified of the proposed rezoning in accordance with the requirements of Article 28.4.7 of the City of South Fulton Zoning Ordinance. **Additionally, all individuals provided within a quarter mile of the property from the application committee will be contacted.**

NAME	ADDRESS	PHONE
Midas Auto Repair Shop	5289 Old National Hwy, Atlanta, GA 30349	404-566-5117
Wendy's	5255 Old National Hwy, Atlanta, GA 30349	404-763-0459
Madhouse Sports Bar & Grill	5280 Old National Hwy, Atlanta, GA 30349	404-761-4200
The Mills Academy	2545 Jolly Rd, Atlanta, GA 30349	404-768-1530
Southside Wings	5330 Old National Hwy, Atlanta, GA 30349	678-973-0677
Four Seasons Sporting Goods	5309 Old National Hwy, Atlanta, GA 30349	404-768-7989
Quickspa Car Wash	5250 Old National Hwy, Atlanta, GA 30349	404-389-0232
Krystal	5235 Old National Hwy, Atlanta, GA 30349	404-767-4113
KFC	5245 Old National Hwy, Atlanta, GA 30349	404-761-6972
China Cafeteria	5230 Old National Hwy, Atlanta, GA 30349	404-762-5530
Swift Health Urgent Care Center	5185 Old National Hwy, Atlanta, GA 30349	404-763-9300
Wells Fargo Bank	5060 Old Bill Cook Rd, Atlanta, GA 30349	404-559-3560
H&R Block	5195 Old National Hwy, Atlanta, GA 30349	404-767-6706
ACE Cash Express	5190 Old National Hwy, Atlanta, GA 30349	404-768-6260
Rocafella's	5299 Old National Hwy, Atlanta, GA 30349	404-579-0579
Kidcare Pediatrics	2565 Jolly Rd, Atlanta, GA 30349	404-765-9437
3mi Car Wash	5250 Old National Hwy, Atlanta, GA 30349	N/A
Sonturk Insurance Agency	5319 Old National Hwy, Atlanta, GA 30349	678-974-5170
Ankle & Foot Centers-College Park	5335 Old National Hwy, Atlanta, GA 30349	404-768-3668
Checkers	5175 Old National Hwy, Atlanta, GA 30349	404-209-8394
ABC Learning Academy	5195 Old National Hwy, Atlanta, GA 30349	404-767-4480
American Deli	5190 Old National Hwy, Atlanta, GA 30349	404-209-1001
AABACUS DUI & Defensive Driving	5234 Old National Hwy, Atlanta, GA 30349	404-767-8100
1st National Tires	5150 Old National Hwy, Atlanta, GA 30349	404-454-4599
Church's Chicken	5148 Old National Hwy, Atlanta, GA 30349	404-763-4221
Yasin's HomeStyle Seafood	5340 Old National Hwy, Atlanta, GA 30349	404-765-9823
Heritage Elementary School	2600 Jolly Rd, Atlanta, GA 30349	470-254-8144
Western Union	5195 Old National Hwy, Atlanta, GA 30349	404-763-2361
Infamous Tattoos	5330 Old National Hwy, Atlanta, GA 30349	404-767-1612

Table 1

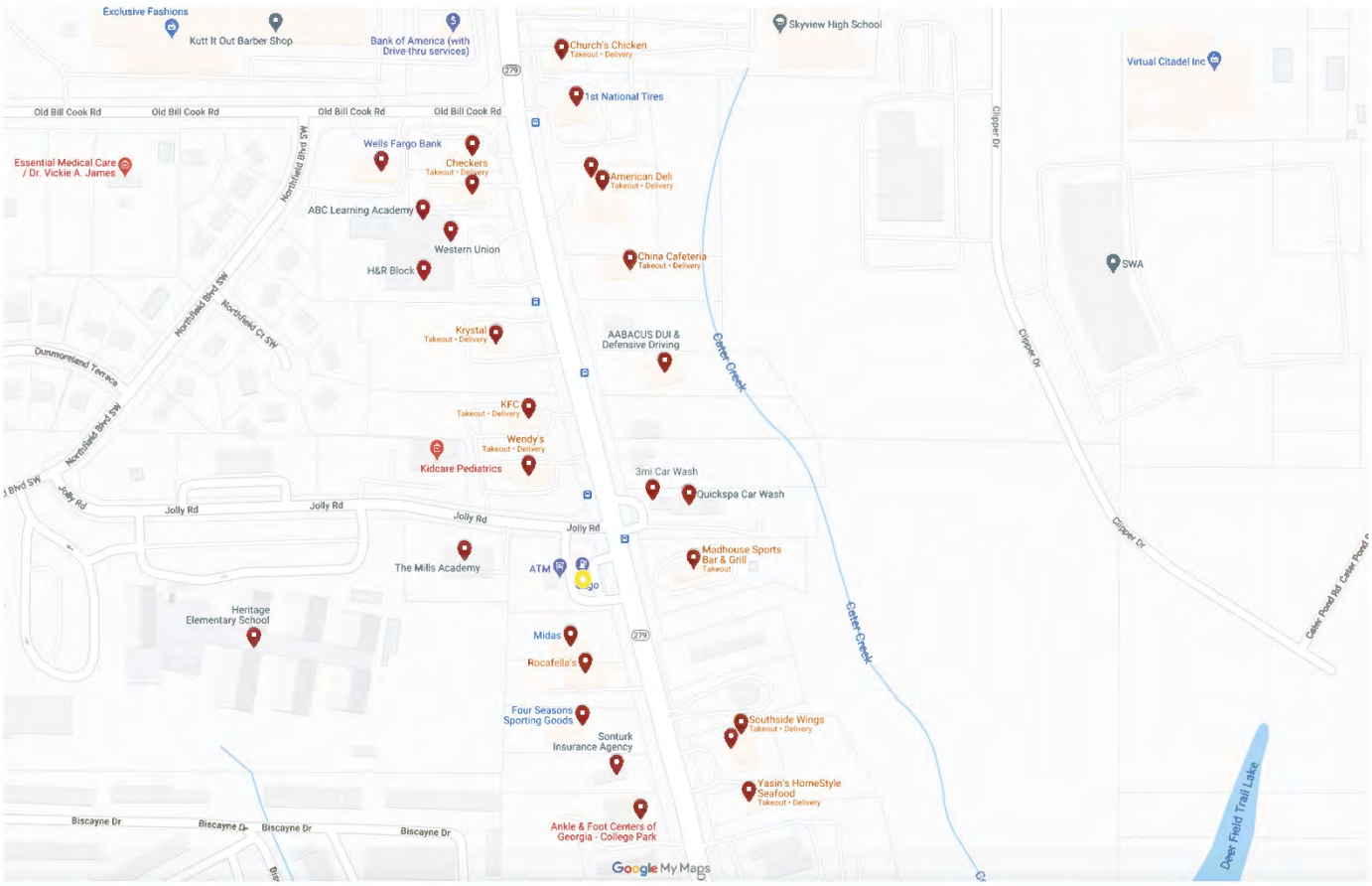

Figure 1

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 entities listed in (1) and in the list provided by the application committee will be notified of the requested rezoning via letter that will be postmarked in late **April 2021**. In the letter, the parties identified in (1) will be given additional information on the rezoning proposal and asked to participate in the public meeting. The letter will also contain a meeting ID/URL to the Zoom meetings and have instructions on how to join the meeting. If interested individuals are unable to make the Zoom meetings, but want to provide feedback, the owner's contact information (i.e., phone, email, address) will be included in the letter. The contents of this letter are included in the addendum to **Form D** entitled **"Rezoning: Request for Comment."** All feedback from notified parties will be collected in a document and shared with the committee for review in **Form E**.

In addition to holding public participation meetings, nearby property owners will also be able to see clear signage per application guidelines on the storefront with a yard sign that is in clear view for individuals.

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.)

Because of the COVID-19 pandemic, a public participation meeting will not be held in-person. Instead, we will ask interested individuals to participate in a virtual Zoom meeting. Participants will be given a meeting ID/URL in the letter. To accommodate varying schedules, both a morning (**April 27**) and evening (**April 29**) session will be offered on two different dates that will last 30 minutes each. The beginning of each meeting will start with the background information on the rezoning (5-10 mins) and the remaining time will be used to solicit feedback from individuals and answer any questions (20-25 mins). All feedback from participating parties will be collected in a document and shared with the committee for review in **Form E by April 30**.

Please note that this timeline is dependent upon when we receive the final list of businesses to reach out to from the application committee and is subject to change.

Attach additional sheets as needed.

PUBLIC PARTICIPATION PLAN (FORM D)

REZONING
REQUEST FOR COMMENT

Hyderali Surani
Citgo Village Food Mart
5275 Old National Highway
Atlanta, Georgia 30349

April 15, 2021

[Name]
[Address]

RE: City of South Fulton Rezoning & Use Permit Application to Rezone 5275 Old National Highway from C1 to C2

Dear **[Name]**,

We are submitting an application to rezone the entire parcel of land at 5275 Old National Highway from C-1 to C-2. The property consists of a 420 square foot retail building and a 1,200 square foot service garage. The primary business operated onsite is a convenience store with a retail gasoline station. The property utilizes the retail building as the convenience store; however, the service garage remains vacant. The purpose of this letter is to explain the justification for the requested rezoning.

For over three decades, the property has been utilized as a convenience store with a retail gasoline station. In the past few years, we have rented out the service garage to small business owners. Due to recent moratoriums and an update to the new zoning ordinance adopted by the City on December 8, 2020, the service garage has remained vacant. Business owners who want to rent the property have been unable to do so. In order to prevent further financial loss for both us and the business owners, we are seeking to rezone the property.

A few important points to note:

- The business will continue to operate as a convenience store with a retail gasoline station.
- Rezoning is requested to accommodate another small business onsite.
- There will be no new construction on the property as a direct impact of this rezoning.

If you have input on this rezoning proposal, please join us on either **April 27** at **10:00AM** or **April 29** at **7:00PM** for a virtual meeting on Zoom using this **[meeting ID]**. Due to the COVID-19 pandemic, we will not be hosting an in-person meeting. The virtual meeting will be **30 minutes**, with a 10-minute presentation on the rezoning proposal and 20-minutes for Q&A. Use the following steps to join the virtual meeting:

1. Open your web browser
2. Go to www.zoom.us
3. Click on *Join a Meeting*
4. Enter the Meeting ID
5. Click *Join*
6. When asked if you want to open zoom.us, click *Allow*

If you are unable to make the meeting and have any questions about this proposal, please do not hesitate to call me at **678-557-9454**.

We look forward to hearing from you! Thank you for supporting small businesses in the City of South Fulton.

Hyderali Surani

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Hyderali Surani

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.

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: Jan 21, 2021.

Applicant printed name: Hyderali Surani

LEGAL DESCRIPTION

Exhibit "A"

All that tract and parcel of land lying and being in Land Lot 68 of the 13th District of formerly Fayette, then Campbell, now Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point on the west right-of-way line of Old National Highway (using 60 foot right-of-way on Old National Highway), 924.4 feet south of the intersection of the south right-of-way line of Old Bill Cook Road (using a 70 foot right-of-way on Old Bill Cook Road) with the west right-of-way of Old National Highway, and running thence South 88 degrees 21 minutes 40 seconds East, 5 feet, more or less to the west side of the proposed 50 foot right of way of Old National Highway; running thence south along the west side of said proposed 50 foot right-of-way of Old National Highway, 200.54 feet more or less to a point; running thence South 89 degrees 46 minutes West, 5 feet more or less, to the northerly line of property of W.H. & M.M. Peavy; continuing South 89 degrees 46 minutes 40 seconds West along the northerly side of said Peavy property 234.01 feet to a point; thence north 0u degrees 46 minutes 00 seconds west 200 feet to an iron pin; thence south 88 degrees 21 minutes 40 seconds east, 185.12 feet to a point on the west side of the 60 foot right-of-way of Old National Highway and point of beginning.

Being the same property conveyed to Crown Stations Two, Inc., by Warranty Deed dated November 9, 1972, from Charles W. Teague and recorded November 13, 1972, in Deed Book 5696, Folio 309, in the Office of the Clerk of Superior Court, Fulton County, Georgia.

LESS AND EXCEPTING: Right-of-Way Deed dated February 28, 1975, recorded in March 18, 1975, in Deed Book 6234, Page 444, in the Office of the Clerk of Superior Court in Fulton County, Georgia.

LESS AND EXCEPTING: Right-of-Way Deed dated February 28, 1975, recorded April 11, 1975 in Deed Book 62247, Page 2, in the Office of the Clerk of Superior Court, Fulton County, Georgia.

Subject to covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said property, municipal zoning ordinances now or hereafter becoming applicable and taxes or assessments hereafter becoming due against said property.

DEED

After recording, return to:

J. Philip Day
DAY & DODDS, LLC
Post Office Box 388
Columbus, Georgia 31902-0388
File No.: G-357-GA/Gulbanu

LIMITED WARRANTY DEED

COPY

STATE OF GEORGIA,

COUNTY OF MUSCOGEE:

THIS INDENTURE, made and entered into this the 3rd day of July, 2012, between **FIRST CHOICE REALTY, INC**, a corporation duly incorporated and existing under the laws of the State of Alabama, hereafter in this Indenture known and designated as "Grantor," and **GULBANU H, LLC**, a limited liability company duly incorporated and existing under the laws of the State of Georgia, hereafter in this Indenture known and designated as "Grantee,"

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten Dollars and other valuable considerations to it in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and does by these presents grant, bargain, sell and convey to Grantees, and Grantees' respective heirs, successors and assigns, the following described real estate, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

TO HAVE AND TO HOLD, the said bargained premises unto Grantees, and Grantee's respective heirs, successors and assigns, together with all and singular the rights, members and appurtenances thereof to the same in any manner belonging, to the own proper use, benefit and behoof, of said Grantees, and Grantee's respective heirs, successors and assigns, forever, IN FEE SIMPLE.

And the said Grantor, for itself and its successors, the said bargained premises unto Grantee, and Grantee's respective heirs, successors and assigns, will warrant and forever defend the right and title thereof against itself and against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

IN TESTIMONY WHEREOF, the said Grantor has caused this Deed to be executed for it, and on its behalf, and has caused to be hereunto affixed its corporate seal, by its proper corporate officers, they being thereunto duly authorized, the day and year first above written.

FIRST CHOICE REALTY, INC.

By: _____ (L.S.)
HENRY DANIEL TILLERY, JR.,
President/Secretary

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public, Muscogee County, Georgia
My commission expires: _____

(Notary Seal)

J. PHILIP DAY NOTARY PUBLIC EXPIRES GEORGIA JULY 27, 2015 MUSCOGEE COUNTY

Exhibit "A"

All that tract and parcel of land lying and being in Land Lot 68 of the 13th District of formerly Fayette, then Campbell, now Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point on the west right-of-way line of Old National Highway (using 60 foot right-of-way on Old National Highway), 924.4 feet south of the intersection of the south right-of-way line of Old Bill Cook Road (using a 70 foot right-of-way on Old Bill Cook Road) with the west right-of-way of Old National Highway, and running thence South 88 degrees 21 minutes 40 seconds East, 5 feet, more or less to the west side of the proposed 50 foot right of way of Old National Highway; running thence south along the west side of said proposed 50 foot right-of-way of Old National Highway, 200.54 feet more or less to a point; running thence South 89 degrees 46 minutes West, 5 feet more or less, to the northerly line of property of W.H. & M.M. Peavy; continuing South 89 degrees 46 minutes 40 seconds West along the northerly side of said Peavy property 234.01 feet to a point; thence north 00 degrees 46 minutes 00 seconds west 200 feet to an iron pin; thence south 88 degrees 21 minutes 40 seconds east, 185.12 feet to a point on the west side of the 60 foot right-of-way of Old National Highway and point of beginning.

Being the same property conveyed to Crown Stations Two, Inc., by Warranty Deed dated November 9, 1972, from Charles W. Teague and recorded November 13, 1972, in Deed Book 5696, Folio 309, in the Office of the Clerk of Superior Court, Fulton County, Georgia.

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Subject to covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said property, municipal zoning ordinances now or hereafter becoming applicable and taxes or assessments hereafter becoming due against said property.

SITE PLAN

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:

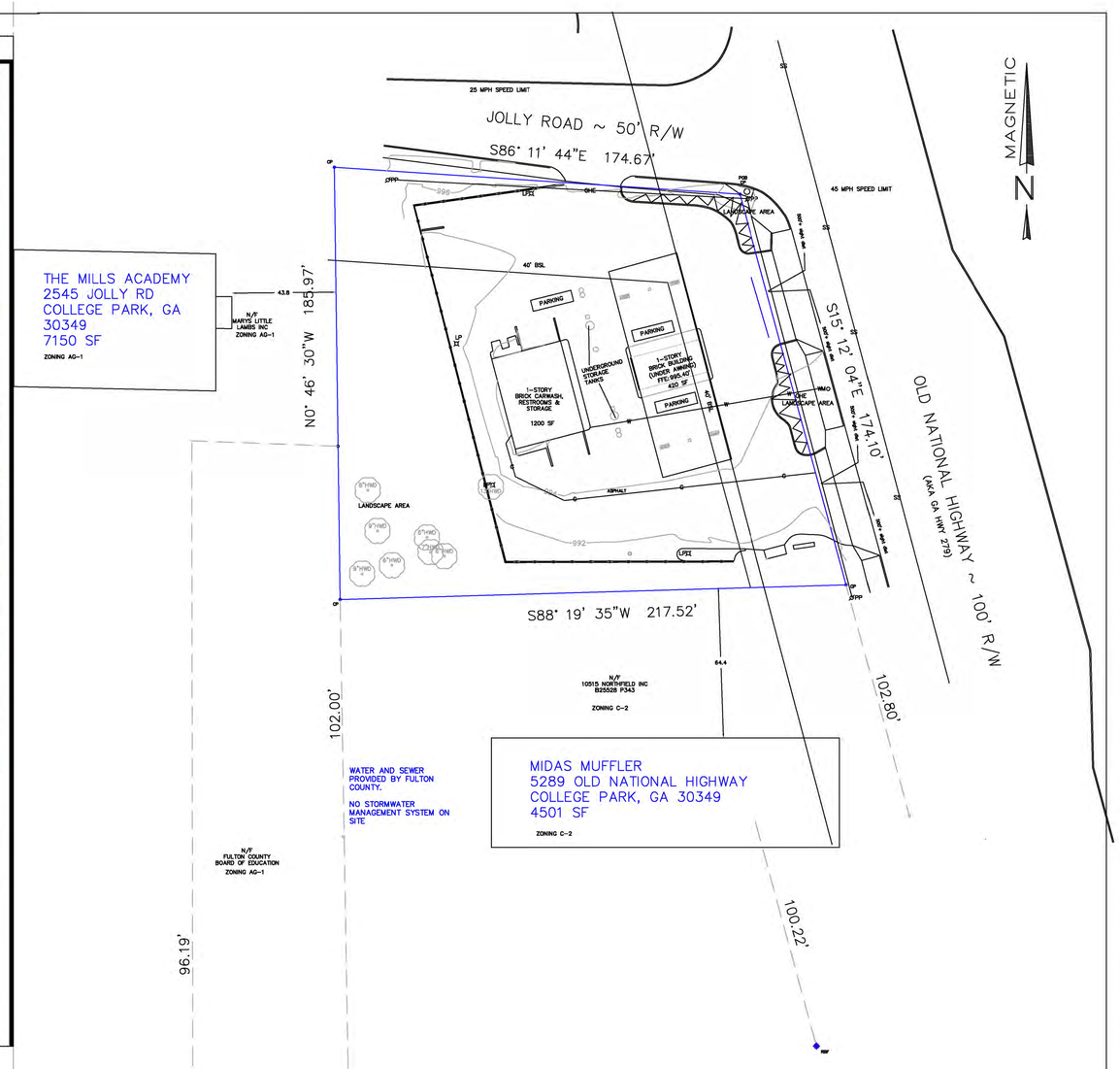
ITEM #	DESCRIPTION	CHECK √
1	Key and/or legend and site location map with North arrow	x
2	Boundary survey of subject property which includes dimensions along property lines that match the metes and bounds of the property's written legal description and clearly indicates the point of beginning	x
3	Acreage of subject property	x
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	x
6	Proposed streets on the subject site	x
7	Posted speed limits on all adjoining roads	
8	Current zoning of the subject site and adjoining properties	x
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	x
12	Layout and minimum lot size of proposed single-family residential lots	x
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.	x
14	Location of major overhead and underground electrical and petroleum transmission/conveyance lines	x
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	x
17	Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed	x
18	Required and proposed parking spaces; Loading and unloading facilities	x
19	Lakes, streams and other waters on the site and associated buffers	x
20	Proposed stormwater management facilities	x
21	Community wastewater facilities including preliminary areas reserved for septic drain fields and points of access	x
22	Availability of water system and sanitary sewer system	x
23	Tree lines, woodlands and open fields on subject site	x
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	x
26	Airport noise contours on those properties within the FAR Part 150 Airport Noise Contour Map.	x



Zoning District	Lot Area (minimum acres or square feet)	Setbacks (minimum feet) Front [1] To lot line	Front [1] Staggered	Side	Rear	Lot Width (minimum feet)	Lot Frontage (minimum feet)	Development Frontage (minimum feet)	Height (maximum feet)	Heated Floor Area (minimum square feet) (g.f. = ground floor)	Density (maximum dwelling units per gross acre)	Lot Coverage (maximum percent)
C-1	for buildings with a dwelling unit above or behind a commercial use; 0 sq.ft. for all other buildings	40'		0' to interior lot line "; 40' to street	0' [18]	N/A	35'	N/A	60' or 4 stories, whichever is higher	N/A	N/A	N/A
C-2												

FLOOD HAZARD STATEMENT
IN HAVE THIS DATE, EXAMINED THE "FEMA FLOOD HAZARD MAP" AND FOUND IN MY OPINION PARCEL IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS

Panel: 13121C0476F EFFECTIVE DATE: 9/18/2013
ZONE:



VICINITY MAP NO TO SCALE

3-10-2021

PROPERTY ADDRESS:
5275 Old National Hwy
College Park, GA 30349

LAND AREA:
34599 SF
0.794 AC

ZONING: C-1

SITE PLAN FOR REZONING
5275 Old
National Hwy

PARCEL ID: 13 0068 LL1597		
LAND LOT 68	13th DISTRICT	BY:
FULTON COUNTY, GEORGIA	FIELD DATE: 2-05-2021	TH
LOCATED IN SOUTH FULTON	DRAWN DATE: 2-11-2021	SS

REFERENCE: PLAT BOOK ____ PAGE ____
REFERENCE: DEED BOOK 33570, PAGE 572

NTL MATTERS OF TITLE ARE EXCEPTED, NOT TO BE RECORDED
NOW USED TO CONVEY PROPERTY.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 30,000+ FEET, AN ANGULAR ERROR OF 00 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN _____ FEET. AN ELECTRONIC TOTAL STATION WAS USED IN THE PREPARATION OF THIS PLAT. NO STATE PLANE MONUMENT FOUND WITHIN 500' OF THIS PROPERTY.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

SURVEY SYSTEMS ATLANTA
2106 W Park Ct, Ste D, Stone Mtn, GA 30087
COA #LSF000887, Info@SurveySystemsAtlanta.com
Cell 678-591-6084 ~ Office 404-780-0010

0 20
SCALE 1" = 20'

* L E G E N D *
NOTE: ALL ITEMS IN THIS LEGEND MAY NOT APPEAR ON THIS PLAT.
AKA ALSO KNOWN AS
APD AS PER DEED
APP AS PER PLAT
BSL BUILDING (SETBACK) LINE
CP COMPUTED POINT
CTP CRIMP TOP PIPE FOUND
D DEED (BOOK/PAGE)
DW DRIVEWAY
EP EDGE OF PAVEMENT
FFE FINISH FLOOR ELEVATION
FKA FORMERLY KNOWN AS
IPF IRON PIN FOUND
L ARC LENGTH
LL LAND LOT
LLL LAND LOT LINE
N NEIGHBOR'S
N/F NOW OR FORMERLY
NAIL NAIL FOUND
P PLAT (BOOK/PAGE)
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS LENGTH
R/W RIGHT-OF-WAY
RBF REINFORCING BAR FOUND
RBS 1/2" REINFORCING BAR SET
SW SIDEWALK
SSE SANITARY SEWER EASEMENT
SSCO SANITARY SEWER CLEANOUT
-X- FENCE LINE
WALL
OHE OVERHEAD ELECTRIC LINE
W WATER LINE
WM WATER METER
G GAS LINE

ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY PUBLIC OR PRIVATE.
NOTE: PROPERTY LINES SHOWN ON THIS MAP/PLAT REPRESENT PHYSICAL FIELD CONDITIONS BY EVIDENCE OF APPARENT POSSESSION (IRON PINS FOUND, OLD & ESTABLISHED FENCE LINES, OLD WALL LINES, SHRUB & HEDGE LINE, HOUSE LOCATIONS, ETC.) THEY MAY DIFFER AND BE IN CONTENTION FROM EVIDENCE FOUND AT THE APPLICABLE COUNTY COURTHOUSE. THEY MAY ALSO DIFFER FROM OTHER SURVEYOR OPINIONS AND/OR NEIGHBORS SURVEYS/PLATS. A FULL LAND TITLE REPORT OPINION ON ALL PROPERTIES, INCLUDING ADJACENT AND CONTIGUOUS PROPERTIES MAY BE NEEDED TO RESOLVE ALL POSSIBLE PROPERTY LINE DISPUTES OR DISCREPANCIES.
THIS MAP/PLAT WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY. THIS MAP/PLAT IS SUBJECT TO REVISIONS AND UPDATE UPON RECEIPT OF SAID TITLE COMMITMENT.
BUILDING LINES SHOWN HEREON DERIVED FROM VARIOUS ONLINE SOURCES. THEY MAY BE IN CONTENTION WITH OR DIFFER FROM INTERPRETATIONS OF GOVERNING AUTHORITIES. IT IS THE CLIENT'S OBLIGATION TO CONFIRM WITH PERMITTING AGENCIES BASED ON THEIR SPECIFIC CONSTRUCTION PROJECTS.
~ THIS MAP/PLAT HAS BEEN FIELD RUN WITH ASSUMED ELEVATIONS, THEN ADJUSTED TO NAVD 88 BASED ON MULTIPLE OBSERVATIONS FROM GOOGLE EARTH SATELLITE IMAGERY OR OTHER ONLINE SOURCES. THE ELEVATIONS SHOWN HEREON ARE +/- 1' (± ONE FOOT).
TREE SYMBOLS ARE NOT TO SCALE. TREE SYMBOLS REPRESENT POSITION OF TREE & ARE NOT THE CRITICAL ROOT ZONE (NOT DRIPLINE).
NOTE: ANY & ALL UNDERGROUND UTILITIES, I.E. SEWER, STORM, GAS, WATER, ETC., HAVE NOT BEEN FIELD LOCATED BY CONVENTIONAL SURVEY METHODS.

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: E-1527-13

Applicant: Hyderali Surani Phone Number: 678-557-9454

Note: A Phase I Environmental Site Assessment (ESA) was created for Bank OZK in March 2020. This is attached with the application for the Committee's review. The same report is being repurposed and submitted for the purposes of this application.

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.

   The conformance with the Comprehensive Plan is described in more detail in the **Impact Analysis** in **Form B**. In short, the Land Use Plan designates the property as a Community Live Work Character Area. Both C-1 and C-2 are compatible active zoning areas for the Community Live Work Character Area.

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).

   Relevant environmental features are listed in the Phase I ESA.

   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.

Because this project does not require new construction or development, the business will continue to maintain the property as is, with any required modifications by the application committee. Landscaping is maintained on the small greenspace in the front and side of the property on a biweekly basis by an independent contractor. There is also a waste bin at the back of the property, which is cleared by Waste Pro on a weekly basis.

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

REPORT OF A
PHASE I ENVIRONMENTAL SITE ASSESSMENT

C-STORE PROPERTY

5275 Old National Highway
Atlanta, Georgia 30349

Prepared for:

Mr. Troy Huffman
Bank OZK
8180 Highway 16 East
Senoia, Georgia 30276

Prepared by:

Etowah Environmental Services, Inc.
9 Bedford Court
Carterville, Georgia 30120

Etowah Project Number 2020-18A

March 17, 2020

ETOWAH ENVIRONMENTAL SERVICES

9 Bedford Court
Cartersville, Georgia 30120
Phone 770.547.7854
Email dennispopham81@comcast.net

March 17, 2020

Mr. Troy Huffman
VP of Commercial Lending
Bank OZK
8180 Highway 16 East
Senoia, Georgia 30276

RE: Report of a Phase I Environmental Site Assessment
C-Store Property
5275 Old National Highway
Atlanta, Fulton County, Georgia 30349
Etowah Project No. 2020-18A

Dear Mr. Huffman:

Etowah Environmental Services, Inc. (Etowah) has completed a Phase I Environmental Site Assessment of the above referenced property located on Old National in Atlanta, Georgia. This report presents our understanding of the project information, a description of the environmental consulting services provided by Etowah and our findings, conclusions and recommendations.

We sincerely appreciate the opportunity to work for you on this project. Please contact us if you have any questions or if we can be of further assistance.

Sincerely,

ETOWAH ENVIRONMENTAL SERVICES, INC.

Dennis P. Popham, P.G.
Principal Environmental Consultant

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SUMMARY

This preliminary summary is provided for convenience and should not be substituted for review of the complete report, including all attachments.

Etowah Environmental Services, Inc. has completed a Phase I Environmental Site Assessment (ESA) of the C-Store property located at 5275 Old National Highway in Atlanta, Fulton County, Georgia. The Phase I ESA was performed in general conformance with ASTM Standard E-1527-13 and with the US EPA's All Appropriate Inquire (AAI) rule.

The findings of this Phase I ESA are presented below:

PROPERTY INFORMATION AND HISTORY

The subject property, which consists of a convenience store building with a retail gasoline station, is located immediately southwest of the intersection of Old National (aka Georgia Highway 279) and Jolly Road, in a commercial and residential area of unincorporated south Fulton County, Georgia (Figures 1, 2 and 3, Appendix A). The property totals approximately 0.903 acres and is improved with an approximately 400 square foot retail building and a paved parking lot. In addition to the C-Store building, the property is also improved with an approximately 1,200 square foot former car wash building. The former car wash building was occupied by a used tire sales business at the time of this project. Tax records indicate that the subject property is comprised of Fulton County tax parcel number 130068LL1597.

The subject property was developed with the existing convenience store buildings in or about 1974. The facility was originally owned and operated by Crown Petroleum Company and has operated as a Citgo-branded station since 2014.

The existing underground storage tank system for dispensing gasoline is located in the parking lot just west of the C-store building. The existing system consist of two fiberglass tanks (Tanks 4 and 5) that were installed in or about 1996. Tank 4 has a capacity of 12,000 gallons and Tank 5 has a capacity of 8,000 gallons. The original UST system was installed in 1974 and that system was closed by excavation in 1993. The original UST system (Tanks 1, 2 and 3) were single-chambered steel tanks with capacities of 10,000 to 15,000 gallons.

The subject property was identified in the regulatory database report obtained for this project as an underground storage tank site (UST), a leaking underground storage tank site (LUST) site, a FINDS site and as a UST Financial Assurance Site. Information that we reviewed indicated that a release notification was made in 1993 following closure of the original UST system. From October 2000 to November 2002 five rounds of groundwater monitoring were completed on the subject property. Petroleum-impacted groundwater was reported in three of the five monitoring wells installed on the property. On March 19, 2003 the Georgia Environmental Protection Division Underground Storage Tank Management Program (EPD USTMP) issued a No Further Action Required (NFAR) letter to the former owner or the subject property in regard to the petroleum product release investigation.

The subject property is located within a heavily developed commercial and residential area of south Fulton County, Georgia. The immediately surrounding properties consist of the following:

Direction from Site	Address-Tenant/Use
North	Jolly Road, beyond which is a fast food restaurant at 5255 Old National Highway
South	A Midas Muffler automobile repair facility at 5289 Old National Highway
East	Old National Highway beyond which are car wash businesses at 5230 and 5250 Old National Highway and a restaurant at 5330 Old National Highway
West	A day care center at 2545 Jolly Road

The car wash at 5250 Old National Highway was listed in the database report as a Historical Automobile Site. None of the other immediately adjacent properties were identified in the regulatory database report obtained for this project.

FINDINGS

Recognized Environmental Conditions (RECs) are defined by the ASTM Standard Practice E-1527-13 as the presence or likely presence of any hazardous substances or petroleum products under conditions that indicate an existing release, a past release, or a material threat of a release into structures on the property or into the ground, groundwater, or surface water of the property. Etowah's assessment has revealed no on-site recognized environmental conditions associated with the subject property or nearby properties as defined by ASTM Standard 1527-13 except for the following potential environmental concerns:

- No existing on-site RECs were identified during the course of this Phase I ESA.

Controlled Recognized Environmental Conditions (CRECs) are defined by the ASTM Standard Practice E1527-13 as a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls. Etowah's assessment has revealed the following CRECs associated with the subject property or nearby properties:

- No on-site CRECs were identified during the course of this Phase I ESA.

Historical Recognized Environmental Conditions (HRECs) are defined by the ASTM Standard Practice E-1527-13 as an environmental condition which in the past would have been considered a recognized environmental condition, but which may or may not be considered a recognized environmental condition currently. Etowah's assessment has revealed the following on-site HREC associated with the subject property, as defined by ASTM Standard 1527-13:

- The LUST status of the subject property is considered to be an HREC. However, the former property former owner (Crown Central Petroleum) was identified as the responsible party for the historical release and a consultant working on behalf of the former owner completed five rounds of groundwater monitoring on the property between 2000 and 2002. On March 19, 2003 the Georgia Environmental Protection Division Underground Storage Tank Management Program (EPD USTMP) issued a No Further Action Required (NFAR) letter to the former owner or the subject property in regard to the petroleum product release investigation.

It is Etowah's opinion that residual petroleum product impacts are likely to remain in the soil and groundwater beneath the subject property. However, because the of the NFAR status we believe that the release is an HREC.

Regulatory Concerns

The last Compliance Inspection of the facility was completed by the Georgia EPD on May 15, 2019. One area of non-compliance was identified by the EPD during that inspection. The area of non-compliance was related to the owner/operation not being able to provide three months of documentation of the performance of Statistical Inventory Reconciliation (SIR) reports for the UST system. According to documents found in the Georgia EPD files, the owner has provided the missing information to the EPD and no Notices of Violation (NOVs) or fines were issued following the most recent compliance inspection.

Based on the information obtained during our review of the Georgia EPD files and on the information provided by the property owner, it is our opinion that the facility is currently operating in substantial compliance with the Georgia Underground Storage Tank Act (GUSTA) regulations. Specifically, we noted that:

- The UST system is currently registered with the Georgia EPD for 2020.
- The UST system is currently monitored for leaks by a combination of stick readings for each tank and monthly Statistical Inventory Reconciliation (SIR). The facility formerly used an automatic tank gauging (ATG) system for leak monitoring, but the property owner stated that the ATG system has not been working for the past few years. The property owner stated that he currently uses monthly SIR for inventory control. He stated that the SIR report for both tanks had passed for all testing in 2019 and 2020. However, the SIR reports for 2020 were not available onsite for Etowah's review. The most recent SIR report available during the site reconnaissance was dated March 18, 2019.
- During this project, Etowah was provided with copies of the last three years of testing reports for line tightness testing, leak detector testing and Stage I Enhanced Vapor Recovery (EVR) testing. The reports were dated March 2018, March 2019 and March 2020. Those testing reports indicated that the line tightness and leak detectors and the Stage I EVR passed the testing for both of the USTs for each of the past three years.
- According to information in the UST Compliance files, it appears that the current owner/operators has been paying fees to the GUST Fund. According the documents in the EPD files, the facility is a GUST Trust Fund participant. The current owner is self-insured for the first $10,000 of the cost of any future remediation activities.

CONCLUSIONS AND RECOMMENDATIONS

We have performed a Phase I Environmental Site Assessment for the C-Store property located at 5275 Old National Highway in Atlanta, Fulton County, Georgia, in general conformance with the scope and limitations of ASTM Standard Practice E-1527-13 and the Environmental Protection Agency Standards and Practices for All Appropriate Inquiries (40 CFR Part 312). Any exceptions to, or deletions from, this practice are described the appropriate sections of this report.

Based on the observations made during our site reconnaissance and on the information reviewed during the completion of this Phase I ESA, Etowah does not have any recommendations for additional environmental investigations of the subject property at this time.

It is Etowah's opinion that residual petroleum product impacts are likely to remain in the soil and groundwater beneath the subject property. However, because the of the NFAR status we believe that the release is an HREC.

In regard to UST compliance issues, Etowah recommends that the owner/operator maintain up-to-date copies for all testing reports in an onsite compliance file.

INTRODUCTION

PROJECT INFORMATION

Etowah Environmental Services, Inc. (Etowah) was retained by Bank OZK to complete a Phase I Environmental Site Assessment (ESA) of the C-store property located at 5275 Old National Highway in Atlanta, Georgia (Figure 1). It is our understanding that Bank OZK is considering a loan application from the current owner of the subject property. We also understand that Bank OZK wishes to assess the subject property for potential Recognized Environmental Conditions (RECs) prior to completion of the loan.

The objective of this Phase I ESA was to assess potential environmental concerns on the subject property (primarily the operations and the regulatory compliance of the underground storage tank system) and to assess the potential for activities on nearby properties to have impacted the site.

SCOPE OF SERVICES

The Phase I ESA was performed in general conformance with the American Society for Testing and Materials (ASTM) document ASTM E 1527-13 and with the Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (40 CFR Part 312). The purpose of our services was to identify existing and potential Recognized Environmental Conditions (RECs) and Historical Recognized Environmental Conditions (HREC) in connection with the subject property, based on a review of readily available information and on site observations. The ASTM standard defines a REC as follows:

> *The presence or likely presence of any hazardous substance or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substance or petroleum product into structures on the property or into the ground, groundwater or surface water of the property. The term includes hazardous materials or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimis conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.*

The ASTM standard defines a CREC as follows:

> *A past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls*.

The ASTM standard defines a HREC as follows:

> *An environmental condition which in the past would have been considered a recognized environmental condition, but which may or may not be considered a recognized environmental condition currently.*

Specifically, our scope of work included:

Records Review – A review of the following documents, maps, and aerial photographs:

- United States Geological Survey Topographic Map (USGS), Riverdale, Georgia Quadrangle, 7.5-minute series dated 1954, 1973, 1993 and 2014.
- Historical Aerial Photographs of the site and vicinity for the years 1943, 1960, 1972, 1993, 1999, 2005, 2010, 2015 and 2018.
- Review of property ownership and tax records obtained from the Fulton County Tax Assessor's office and website.
- Review of UST system testing reports provided by Mr. Hyderali Surani.
- A review of an up to date environmental database report for the subject site area. The database report was provided by Environmental Data Resources (EDR) and was based on a review of records maintained by state and federal agencies.

Site Reconnaissance – A visual reconnaissance of the site and of adjacent properties for obvious indications of present or past activities that have or could have a significant environmental impact to the site was made on March 12, 2020.

Interviews – The following persons were interviewed during this project

- The current owner/operator of the subject property, Mr. Hyderali Surani was interviewed during the site reconnaissance on March 12, 2020. Mr. Surani provided available copies of the most recent UST system testing reports.

Regulatory Agency Records Review – Etowah reviewed compliance and UST Corrective action records for the subject property at the Georgia EPD office on March 12, 2020.

LIMITATIONS

It should be noted that no environmental assessment can completely eliminate concern for Recognized Environmental Conditions at an assessment site. The scope of work for this project did not include subsurface testing of soil or groundwater, asbestos surveys and testing, lead paint surveys, mold testing, radon gas evaluations, or an assessment of the presence of potential jurisdictional wetlands on the subject property.

SITE AND AREA DESCRIPTION

GENERAL DESCRIPTION

The subject property, which consists of a convenience store building with a retail gasoline station, is located immediately southwest of the intersection of Old National (aka Georgia Highway 279) and Jolly Road, in a commercial and residential area of unincorporated south Fulton County, Georgia (Figures 1, 2 and 3, Appendix A). The property totals approximately 0.903 acres and is improved with an approximately 400 square foot retail building and a paved parking lot. In addition to the C-Store building, the property is also improved with an approximately 1,200 square foot former car wash building. The former car wash building was occupied by a used tire sales business at the time of this project. Tax records indicate that the subject property is comprised of Fulton County tax parcel number 130068LL1597.

The existing underground storage tank system for dispensing gasoline is located in the parking lot just west of the C-store building. The existing system consist of two fiberglass tanks (Tanks 4 and 5) that were installed in or about 1996. Tank 4 has a capacity of 12,000 gallons and Tank 5 has a capacity of 8,000 gallons. The original UST system was installed in 1974 and that system was closed by excavation in 1993. The original UST system (Tanks 1, 2 and 3) were single-chambered steel tanks with capacities of 10,000 to 15,000 gallons.

A site plan prepared from a recent aerial photograph is provided as Figure 2. Photographs of the site are provided in Appendix B.

SURROUNDING LAND USE AND CONDITION

The immediately surrounding properties consist of the following:

Direction from Site	Address-Tenant/Use
North	Jolly Road, beyond which is a fast food restaurant at 5255 Old National Highway
South	A Midas Muffler automobile repair facility at 5289 Old National Highway
East	Old National Highway beyond which are car wash businesses at 5230 and 5250 Old National Highway and a restaurant at 5330 Old National Highway
West	A day care center at 2545 Jolly Road

The car wash at 5250 Old National Highway was listed in the database report as a Historical Automobile Site. None of the other immediately adjacent properties were identified in the regulatory database report obtained for this project.

GEOLOGY / HYDROLOGY

Site and Area Geology

The subject property is situated in the Piedmont Physiographic Province. That part of the Piedmont located within Fulton County is characterized by broad convex ridgetops dissected by many drainage ways. The Piedmont Province is underlain by a complex sequence of igneous and metamorphic rocks. These

crystalline rocks represent some of the oldest exposed rocks in the state. The metamorphic rocks consist mainly of regionally metamorphosed older sedimentary sequences and igneous rocks, which have been subsequently folded and intruded by younger materials. The metamorphic sequences are the predominant rock type in the Piedmont. Fulton County is underlain by metamorphic and igneous rocks that have been subject to geologic erosion and generally are deeply weathered. This weathering has resulted in a relatively thick layer of saprolite (unconsolidated, weathered rock) beneath the ground surface. The estimated depth to bedrock at the subject property is approximately 25 to 50 feet below the ground surface.

Site Topography and Surface Water Drainage

The United States Geological Survey (USGS) Riverdale, Georgia Quadrangle 7.5-minute series topographic map was reviewed for this ESA. According to the contour lines on the topographic map, the subject property is located at approximately 1,000 feet above mean sea level (MSL). The contour lines in the area of the subject property indicate the area is sloping moderately toward the south-southeast.

Floodplains and Wetlands

No mapped floodplains or suspected wetlands are located on the subject property. No wetlands assessments or delineations were completed as part of this Phase I ESA project.

Groundwater

Groundwater in the Piedmont Province occurs as an unconfined or semi-confined aquifer condition. Recharge is provided by the infiltration of rainfall and surface water through the soil overburden. More permeable zones in the soil matrix, as well as fractures, joints and discontinuities in the underlying bedrock can affect groundwater conditions. The groundwater table in the Piedmont is expected to be a subdued replica of the surface topography; consequently, we anticipate groundwater flow away from the site to the south-southeast and to be found at a depth of approximately 25 to 35 feet below ground surface.

RECORDS REVIEW

USER PROVIDED INFORMATION

Title Records, Environmental Liens, Use Restrictions

No chain of title or deed record was provided to Etowah as part of this project. Etowah obtained site ownership information from a review of tax documents available on the Fulton County Tax Assessor's website. Tax records indicate that the subject property is identified as Fulton County parcel number 13 0068LL1597. The subject property owner is listed as Gulbanuh, LLC. of Fayetteville, Georgia and that entity has owned the subject property since July 2012.

The online tax department records from Fulton County did not indicate that any environmental liens or use restrictions have been placed onto the property title.

ENVIRONMENTAL RECORDS

Etowah contracted Environmental Data Resources (EDR) to conduct a search of federal, state, tribal, and local databases containing known and suspected sites of environmental contamination. The number of listed sites identified within the approximate minimum search distance (AMSD) from the Federal and State environmental records database listings specified in ASTM Standard E 1527-13 are summarized in the following table. A copy of the regulatory database report is included in Appendix C of this report.

The subject property was identified in the regulatory database report obtained for this project as an underground storage tank site (UST), a leaking underground storage tank site (LUST), a Finds Site, a historical automobile site, and as a UST Financial Assurance Site.

In determining if a site is a potential environmental concern to the subject property in the records summary table below, Etowah has applied the following criteria to classify the site(s) as low concern: 1) the site(s) only hold an operating permit (which does not imply a release), 2) the site(s) have been granted "No Further Action" by the appropriate regulatory agency, and/or 3) based upon Etowah's review, the distance and/or topographic position relative to the subject property reduce the level of risk associated with the site(s).

RECORDS SUMMARY

Database	Search Distance (Miles)	Subject Property Listed	Total Number of Listings	Potential Environmental Concern to the Subject Property (Yes/No)
NPL	1	No	0	N/A
DELISTED NPL	0.5	No	0	N/A
CERCLIS	0.5	No	0	N/A
CERCLIS NFRAP	0.5	No	0	N/A

Database	Search Distance (Miles)	Subject Property Listed	Total Number of Listings	Potential Environmental Concern to the Subject Property (Yes/No)
RCRA CORRACTS	1	No	0	N/A
RCRA-TSD	0.5	No	0	N/A
RCRA LG-GEN, SM-GEN, CESQGs, VGN, NLR	TP/ADJ	No	0	N/A
US ENG CONTROLS	TP	No	0	N/A
US INST CONTROLS	TP	No	0	N/A
ERNS	TP	No	0	N/A
STATE/TRIBAL HWS	1	No	2	No, based on the distance and the apparent hydraulic gradient
STATE/TRIBAL SWLF	0.5	No	0	N/A
STATE/TRIBAL REGISTERED STORAGE TANKS	TP/ADJ	**Yes**	1	See below for a discussion of the subject property.
STATE/TRIBAL LUST	0.5	**Yes**	8	See below for a discussion of the subject property. None of the other listed properties appear to be potential environmental concerns based on distances and apparent hydraulic gradients.
STATE/TRIBAL ENG-INST CONTROLS	TP	No	0	N/A
STATE/TRIBAL VCP	0.5	No	0	N/A
STATE/TRIBAL BROWNFIELD	0.5	No	0	N/A
ORPHAN	N/A	No	0	N/A
NON-ASTM DATABASES	TP/ADJ	**Yes**	2	See below for a discussion of the subject property

Site Name: Crown Central Petroleum, Crown GA-21, Village Store 16 and Village Store
Database(s): UST, LUST and financial assurance site, RGA LUST, FINDS, Historical Automobile Site
Address: 5275 Old National Highway
Distance: Onsite
Direction: Onsite

Comments: The subject property was identified in the regulatory database report obtained for this project as an underground storage tank site (UST), a leaking underground storage tank site (LUST) site, a FINDS site and as a UST Financial Assurance Site. Information that we reviewed indicated that a release notification was made in 1993 following closure of the original UST system. From October 2000 to November 2002 five rounds of groundwater monitoring were completed on the subject property. Petroleum-impacted groundwater was reported in three of the five monitoring wells installed on the property. On March 19, 2003 the Georgia Environmental Protection Division Underground Storage Tank Management Program (EPD USTMP) issued a No Further Action Required (NFAR) letter to the former owner or the subject property in regard to the petroleum product release investigation.

The LUST status of the subject property is considered to be an HREC. However, the former property former owner (Crown Central Petroleum) was identified as the responsible party for the historical release and a consultant working on behalf of the former owner completed five rounds of semi-annual groundwater monitoring on the property between 2000 and 2002. On March 19, 2003 the Georgia Environmental Protection Division Underground Storage Tank Management Program (EPD USTMP) issued a No Further Action Required (NFAR) letter to the former owner or the subject property in regard to the petroleum product release investigation.

It is Etowah's opinion that residual petroleum product impacts are likely to remain in the soil and groundwater beneath the subject property. However, because the of the NFAR status we believe that the release is an HREC.

Copies of documents obtained from the EPD are provided in Appendix D.

HISTORICAL RECORDS

Etowah conducted a review of the historic USGS topographic maps, city directories, tax records and historical aerial photographs previously discussed. No Sanborn Map coverage for the subject property was located. This historic records search is used to evaluate the potential environmental impact of activities at the site or nearby properties. A summary of the information obtained from our review of historical information is as follows:

Aerial Photographs

Historical aerial photographs of the subject property were obtained from online sources including Google Earth and the Digital Library of Georgia. The historical aerial photographs were dated 1943, 1960, 1972, 1993, 1999, 2005, 2010, 2015 and 2018.

The photographs from 1943, 1960 and 1972 appears to depict the subject property as being developed with a likely private residence. The nearby properties also appeared to be residentially developed during those years. The photographs from 1993 through 2018 depict the existing store and on the subject property. No other potential environmental concerns were evident in the historical aerial photographs.

Copies of selected historical aerial photographs are provided in Appendix A.

City Directories

Etowah reviewed historical city directories at the Atlanta-Fulton County Library on March 12, 2020 for past names and businesses that were listed for the subject property and adjacent properties. City directories were available for the subject property and vicinity for the years 1970 through 2018. The directory from 1970 had a private listing at the subject property address. Each of the city directories for the years 1980 through 2018 listed Crown Petroleum and/or the Village Store at the subject property address.

Topographic Maps

Etowah obtained copies of the United States Geological Survey Topographic Map (USGS), Riverdale, Georgia Quadrangle, 7.5-minute series for the years 1954, 1973, 1993 and 2014. The 1954 and 1973 maps depict what is interpreted to have been a private residence on the property. The 1993 and 2014 maps depict the property to be developed urban land.

Previous Environmental Reports

No previous Phase I or Phase II ESA reports were provided to Etowah as part of this project. Etowah reviewed copies of a Site Closure Report dated August 2003 and a copy of Monitoring Only Report Number 5 for the Former Crown Petroleum Station 021 dated December 31, 2002 during our agency file review on March 12, 2020. Those reports were prepared by Sierra Piedmont Engineers and Geologist, who were conducting the groundwater monitoring for the former property owner (Crown Central Petroleum Corporation).

Monitoring Only Report Number 5 documented the history of the subject property and provided the results for groundwater sampling conducted on the property from October 2000 through November 2002. A summary of the information in the monitoring only report is as follows:

- A petroleum product release was detected on the subject property following closure of the original USTs in October 1993. A release report was made following the tank closure project.
- No free phase gasoline (free product) has been reported on the property.
- Between October 2000 and November 2000 five groundwater monitoring wells were installed on the subject property and sampled to investigate the extent of subsurface petroleum product impacts.
- Dissolved petroleum constituents including benzene, toluene, ethylbenzene and xylene (BTEX) and methyl tert butyl ether (MTBE) were reported in three of the five wells. The highest BTEX concentrations were reported in a well (MW-4) installed on the southeast side of the UST system and gasoline dispenser island. The highest total BTEX concentration measured at the property was 829 parts per billion (ppb) in a sample collected from MW-4 on May 22, 2002. The highest benzene concentration was measured at 316 ppb in a sample collected from MW-4 on May 22, 2002.
- The total BTEX concentrations measured in site groundwater declined through the last sampling event completed in November 2002. Based on the declining concentrations the Georgia EPD issued a No Further Action Required (NFAR) letter to the former owner of the subject property on March 19, 2003.
- Sierra Piedmont provided a Site Closure Report to the Georgia EPD in August 2003. That report documented the proper closure of each of the five groundwater monitoring wells on the property.

Copies of pertinent sections of those reports are provided in Appendix D.

INTERVIEWS

The following persons were interviewed during this completion of this project.

- The current owner/operator of the subject property, Mr. Hyderali Surani was interviewed during the site reconnaissance on March 12, 2020.

Mr. Surani stated that he has owned the subject property since 2012. He provided copies of the last three years of line tightness testing, leak detector testing reports and Stage I EVR testing reports from March 2019, March 1, 2019 and March 2020. The testing report indicated that the line and leak detectors and the Stage I EVR passed the testing for both of the USTs for each of the past three years.

Mr. Surani also stated that he currently used monthly Statistical Inventory Reconciliation for inventory control. He stated that the SIR has passed for both tanks for all testing in 2019 and 2020. However, the SIR reports for 2020 were not available onsite for Etowah's review. The most recent SIR report available during the site reconnaissance was dated March 18, 2019.

SITE AND AREA RECONNAISSANCE

SITE USE AND CONDITION

Mr. Dennis P. Popham of Etowah conducted a site and area reconnaissance on March 12, 2020. The site reconnaissance was performed on foot, and the area reconnaissance was a driving tour.

Current Site Use

The subject property totals approximately 0.903 acres and is improved with an approximately 400 square foot retail C-Store and gasoline station building and a paved parking lot. In addition to the C-Store building, the property is also improved with an approximately 1,200 square foot former car wash building. The former car wash building was occupied by a used tire sales business at the time of this project.

Storage Tanks: The existing underground storage tank system for dispensing gasoline is located in the parking lot just west of the C-store building. The existing system consist of two fiberglass tanks (Tanks 4 and 5) that were installed in or about 1996. Tank 4 has a capacity of 12,000 gallons and Tank 5 has a capacity of 8,000 gallons. The original UST system was installed in 1974 and that system was closed by excavation in 1993. The original UST system (Tanks 1, 2 and 3) were single-chambered steel tanks with capacities of 10,000 to 15,000 gallons.

The LUST status of the subject property is considered to be an HREC. However, the former property former owner (Crown Central Petroleum) was identified as the responsible party for the historical release and a consultant working on behalf of the former owner completed five rounds of groundwater monitoring on the property between 2000 and 2002. On March 19, 2003 the Georgia Environmental Protection Division Underground Storage Tank Management Program (EPD USTMP) issued a No Further Action Required (NFAR) letter to the former owner or the subject property in regard to the petroleum product release investigation.

It is Etowah's opinion that residual petroleum product impacts are likely to remain in the soil and groundwater beneath the subject property. However, because the of the NFAR status we believe that the release is an HREC.

Copies of documents obtained from the EPD and the owner/operator are provided in Appendix D.

Odors: No unusual odors were noted on the site during the Phase I site reconnaissance.

Pools of Liquid: No pools of liquid were observed.

Drums: None were observed.

Hazardous Containers, Petroleum Product Containers, and Unidentified Substance Containers: No containers of hazardous material or petroleum products were observed on the site.

PCBs (Electrical Transformers): No potential PCB-containing devices were observed on the site. Utility company owned pole-mounted transformers were noted in the road right of ways. The transformers do not represent a potential environmental concern.

Heating and Cooling: The site building is heated and cooled by an electric HVAC system.

Stains and Corrosion (Building Interior): None were observed.

Drains and Sumps: None were observed.

Pits, Ponds and Lagoons: No pits, pond, or lagoons were observed on the site.

Stained Soil or Pavement: Stains consistent with the operation of a gasoline retail station were observed around the fuel dispenser islands. The areas of staining are considered to be de-minimis environmental conditions.

Stressed Vegetation: None was observed on the property.

Solid Waste: No significant accumulations of solid waste were observed on the subject property. According to the owner of the used tire store operating in the former car wash building, the used tires from that business are periodically picked up by a disposal contractor and disposed of offsite.

Wells: At least five abandoned groundwater monitoring wells were observed on the property around the UST system.

Septic Systems: The site buildings are connected to Fulton County sanitary sewer lines

Imported Soil: No evidence of imported soil was observed on the subject property.

Other Issues: No other potential environmental issues were observed on the subject property.

UST Compliance Issues

The last Compliance Inspection of the facility was completed by the Georgia EPD on May 15, 2019. One area of non-compliance was identified by the EPD during that inspection. The area of non-compliance was related to the owner/operation not being able to provide three months of documentation of the performance of Statistical Inventory Reconciliation (SIR) reports for the UST system. According to documents found in the Georgia EPD files, the owner has provided the missing information to the EPD and no Notices of Violation (NOVs) or fines were issued following the most recent compliance inspection.

Based on the information obtained during our review of the Georgia EPD files and on the information provided by the property owner, it is our opinion that the facility is currently operating in substantial compliance with the Georgia Underground Storage Tank Act (GUSTA) regulations. Specifically, we noted that:

- The UST system is currently registered with the Georgia EPD for 2020.

- The UST system is currently monitored for leaks by a combination of stick readings for each tank and monthly Statistical Inventory Reconciliation (SIR). The facility formerly used an automatic tank gauging (ATG) system for leak monitoring, but the property owner stated that the ATG system has not been working for the past few years. The property owner stated that he currently uses monthly SIR for inventory control. He stated that the SIR report for both tanks had passed for all testing in 2019 and 2020. However, the SIR reports for 2020 were not available onsite for Etowah's review. The most recent SIR report available during the site reconnaissance was dated March 18, 2019.
- During this project, Etowah was provided with copies of the last three years of testing reports for line tightness testing, leak detector testing and Stage I Enhanced Vapor Recovery (EVR) testing. The reports were dated March 2018, March 2019 and March 2020. Those testing reports indicated that the line tightness and leak detectors and the Stage I EVR passed the testing for both of the USTs for each of the past three years.
- According to information in the UST Compliance files, it appears that the current owner/operators has been paying fees to the GUST Fund. According the documents in the EPD files, the facility is a GUST Trust Fund participant. The current owner is self-insured for the first $10,000 of the cost of any future remediation activities.

CONCLUSIONS AND RECOMMENDATIONS

FINDINGS

Recognized Environmental Conditions (RECs) are defined by the ASTM Standard Practice E-1527-13 as the presence or likely presence of any hazardous substances or petroleum products under conditions that indicate an existing release, a past release, or a material threat of a release into structures on the property or into the ground, groundwater, or surface water of the property. Etowah's assessment has revealed no on-site recognized environmental conditions associated with the subject property or nearby properties as defined by ASTM Standard 1527-13 except for the following potential environmental concerns:

- No existing on-site RECs were identified during the course of this Phase I ESA.

Controlled Recognized Environmental Conditions (CRECs) are defined by the ASTM Standard Practice E1527-13 as a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls. Etowah's assessment has revealed the following CRECs associated with the subject property or nearby properties:

- No on-site CRECs were identified during the course of this Phase I ESA.

Historical Recognized Environmental Conditions (HRECs) are defined by the ASTM Standard Practice E-1527-13 as an environmental condition which in the past would have been considered a recognized environmental condition, but which may or may not be considered a recognized environmental condition currently. Etowah's assessment has revealed the following on-site HREC associated with the subject property, as defined by ASTM Standard 1527-13:

- The LUST status of the subject property is considered to be an HREC. However, the former property former owner (Crown Central Petroleum) was identified as the responsible party for the historical release and a consultant working on behalf of the former owner completed five rounds of groundwater monitoring on the property between 2000 and 2002. On March 19, 2003 the Georgia Environmental Protection Division Underground Storage Tank Management Program (EPD USTMP) issued a No Further Action Required (NFAR) letter to the former owner or the subject property in regard to the petroleum product release investigation.

  It is Etowah's opinion that residual petroleum product impacts are likely to remain in the soil and groundwater beneath the subject property. However, because the of the NFAR status we believe that the release is an HREC.

Regulatory Concerns

The last Compliance Inspection of the facility was completed by the Georgia EPD on May 15, 2019. One area of non-compliance was identified by the EPD during that inspection. The area of non-compliance was related to the owner/operation not being able to provide three months of documentation of the performance of Statistical Inventory Reconciliation (SIR) reports for the UST system. According to documents found in the Georgia EPD files, the owner has provided the missing information to the EPD

and no Notices of Violation (NOVs) or fines were issued following the most recent compliance inspection.

Based on the information obtained during our review of the Georgia EPD files and on the information provided by the property owner, it is our opinion that the facility is currently operating in substantial compliance with the Georgia Underground Storage Tank Act (GUSTA) regulations. Specifically, we noted that:

- The UST system is currently registered with the Georgia EPD for 2020.
- The UST system is currently monitored for leaks by a combination of stick readings for each tank and monthly Statistical Inventory Reconciliation (SIR). The facility formerly used an automatic tank gauging (ATG) system for leak monitoring, but the property owner stated that the ATG system has not been working for the past few years. The property owner stated that he currently uses monthly SIR for inventory control. He stated that the SIR report for both tanks had passed for all testing in 2019 and 2020. However, the SIR reports for 2020 were not available onsite for Etowah's review. The most recent SIR report available during the site reconnaissance was dated March 18, 2019.
- During this project, Etowah was provided with copies of the last three years of testing reports for line tightness testing, leak detector testing and Stage I Enhanced Vapor Recovery (EVR) testing. The reports were dated March 2018, March 2019 and March 2020. Those testing reports indicated that the line tightness and leak detectors and the Stage I EVR passed the testing for both of the USTs for each of the past three years.
- According to information in the UST Compliance files, it appears that the current owner/operators has been paying fees to the GUST Fund. According the documents in the EPD files, the facility is a GUST Trust Fund participant. The current owner is self-insured for the first $10,000 of the cost of any future remediation activities.

RECOMMENDATIONS

We have performed a Phase I Environmental Site Assessment for the C-Store property located at 5275 Old National Highway in Atlanta, Fulton County, Georgia, in general conformance with the scope and limitations of ASTM Standard Practice E-1527-13 and the Environmental Protection Agency Standards and Practices for All Appropriate Inquiries (40 CFR Part 312). Any exceptions to, or deletions from, this practice are described the appropriate sections of this report.

Based on the observations made during our site reconnaissance and on the information reviewed during the completion of this Phase I ESA, Etowah does not have any recommendations for additional environmental investigations of the subject property at this time.

It is Etowah's opinion that residual petroleum product impacts are likely to remain in the soil and groundwater beneath the subject property. However, because the of the NFAR status we believe that the release is an HREC.

In regard to UST compliance issues, Etowah recommends that the owner/operator maintain up-to-date copies for all testing reports in an onsite compliance file.

QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL

This project was conducted by Mr. Dennis P. Popham of Etowah Environmental Services, Inc. To the best of our professional knowledge and belief, Mr. Popham's qualifications meet the definition of an *environmental professional* as defined in 40 CFR Part 312. He has the specific qualifications based on education, training, and experience to assess a property of the nature of the subject property. It is our belief that we have developed and conducted all of the appropriate inquiries in general conformance with the standards and practices set forth in 40 CFR Part 312. A summary of Mr. Popham's qualifications are provided in Appendix E of this report.

We further attest that it is our opinion that this report presents a true and accurate evaluation of potential Recognized Environmental Conditions on the subject property.

We appreciate your selection of Etowah for the opportunity to be of service on this project. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

ETOWAH



Dennis P. Popham, P.G.
Principal Environmental Consultant

REFERENCES

The following resources were used in preparation of this Phase I Environmental Assessment Report:

Printed References:

American Society for Testing and Materials (ASTM) E 1527-13. Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. 2013.

Environmental Data Resources, Inc. (EDR). The EDR Radius Map Report, March 9, 2020.

Google Earth Website, Aerial Photographs dated 1993, 1999, 2005, 2010, 2012, 2015, and 2018

University of Georgia Library, Aerial Photograph Archives of Fulton County Georgia dated 1943, 1960 and 1972

United States Geological Survey (USGS) Riverdale, GA Quadrangle 7.5-minute series dated 1954, 1973, 1985 and 2014

APPENDIX A
FIGURES



Date: 3/13/20	Scale: Unknown	Job No: 2020-18A	Source: USGS ERSI Map, 2020

Etowah Environmental Services

Figure 1–Site Location Map
C-Store Property
5275 Old National Highway
Atlanta, Fulton County, Georgia



Date: 3/13/20	Scale: Unknown	Job No: 2012-18A	Source: Google Earth Aerial Photo, 2018

Etowah Environmental Services

Figure 2 Aerial Site Plan
C-Store Property
5275 Old National Highway
Atlanta, Fulton County, Georgia



Date: 3/13/20	Scale: Unknown	Job No: 2020-18A	Source: Floyd County GIS Website

Etowah Environmental Services

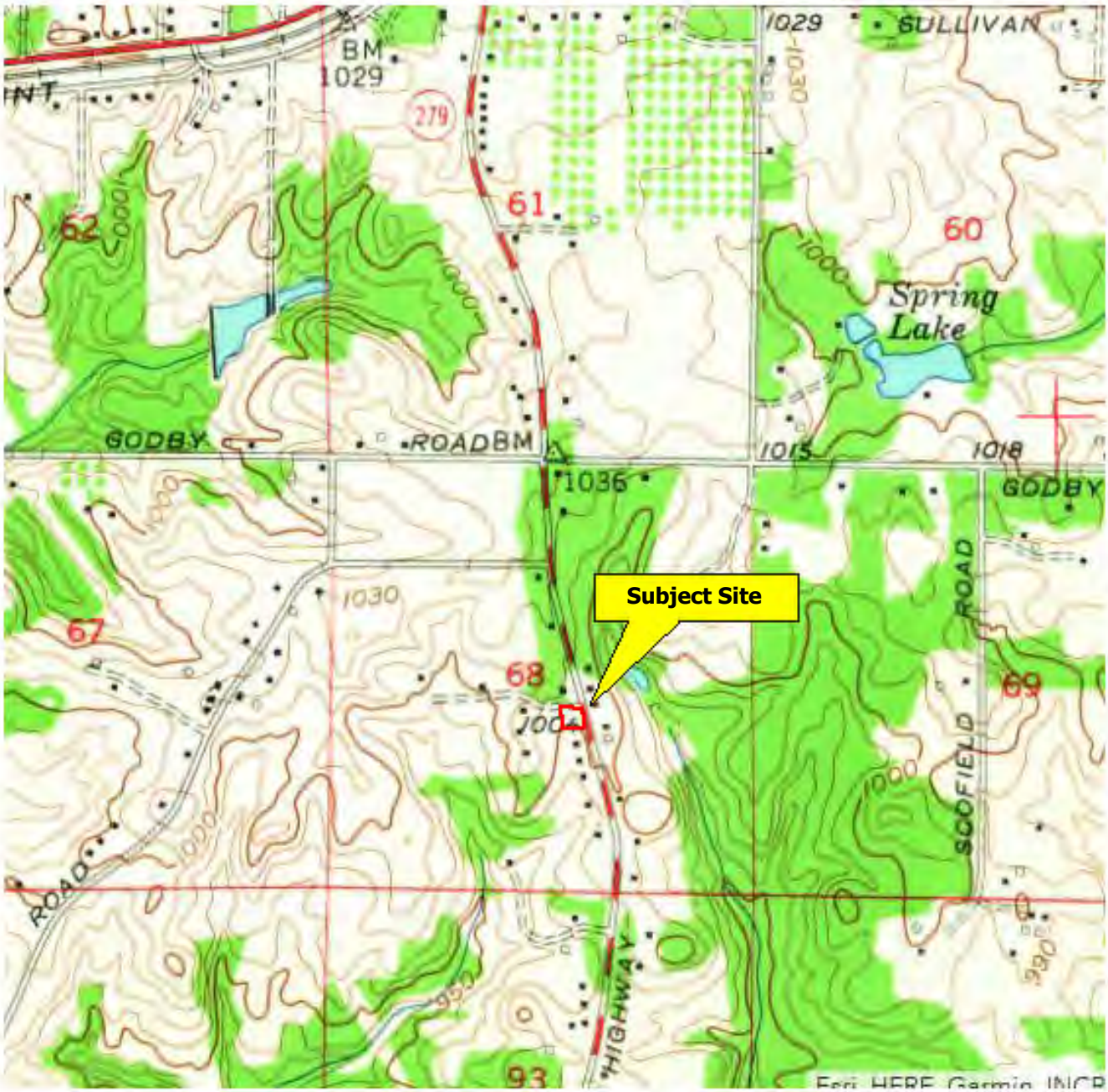
Figure 3 Aerial Tax Map
C-Store Property
5275 Old National Highway
Atlanta, Fulton County, Georgia



Date: 3/13/20	Scale: 1:24,000	Job No: 2020-18A	Source: USGS 7.5-Minute, Riverdale, GA Quadrangle Map, 1993

Etowah Environmental Services

Figure 4A–Topographic Map
C-Store Property
5275 Old National Highway
Atlanta, Fulton County, Georgia



Date: 3/13/20	Scale: 1:24,000	Job No: 2020-18A	Source: USGS 7.5-Minute, Riverdale, GA Quadrangle Map, 1954

Etowah Environmental Services

Figure 4B–Topographic Map
C-Store Property
5275 Old National Highway
Atlanta, Fulton County, Georgia



N

Source: USDA
Year: 2015

AERIAL PHOTOGRAPH

C-Store Property
Atlanta, Georgia

FIGURE 5
Job No: 2020-18A

Etowah Environmental Services



N

Source: USDA
Year: 2007

AERIAL PHOTOGRAPH	
C-Store Property Atlanta, Georgia	
FIGURE 6 Job No: 2020-18A	**Etowah Environmental Services**



N

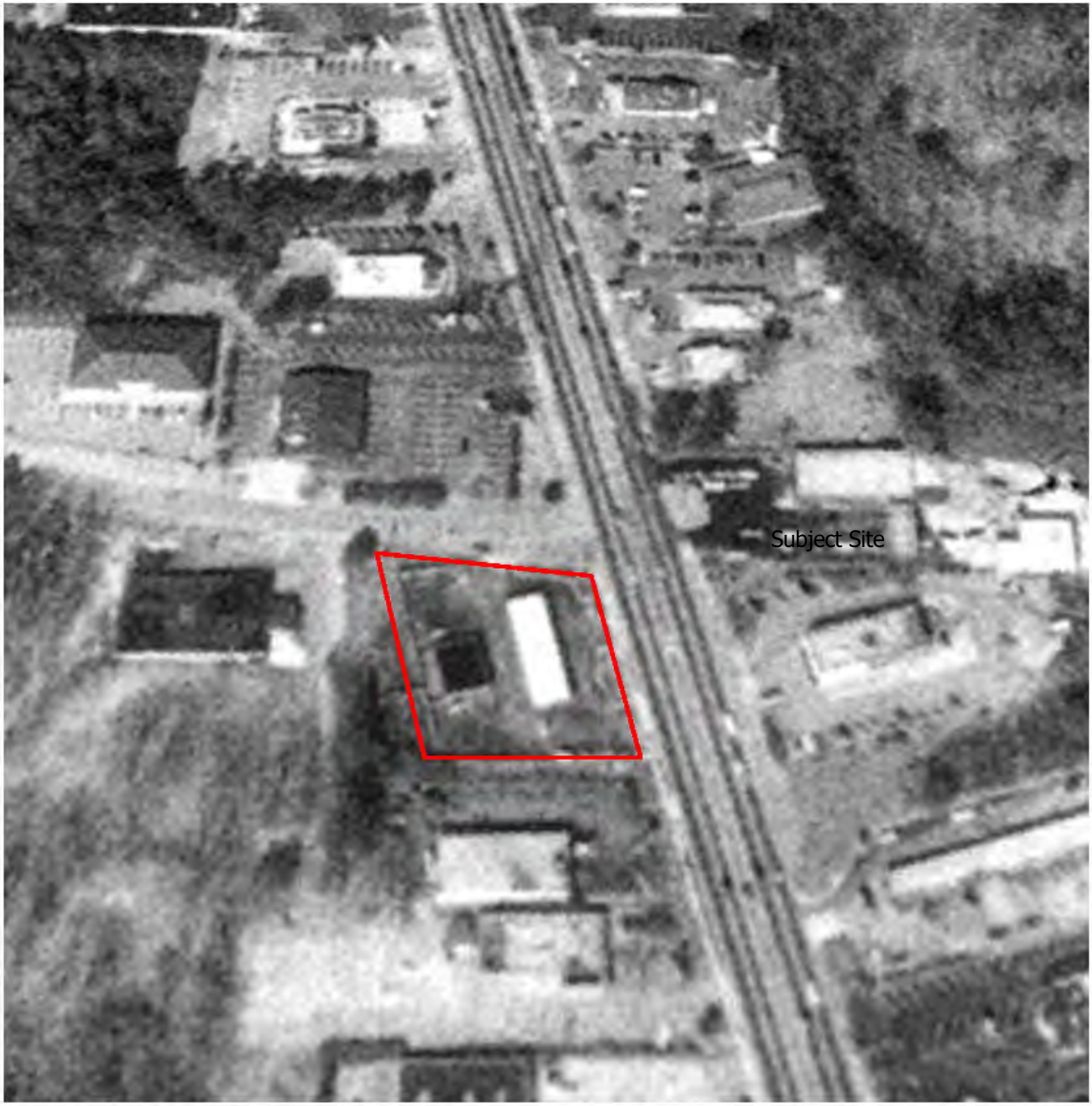
Source: USGS
Year: 1999

AERIAL PHOTOGRAPH

C-Store Property
Atlanta, Georgia

FIGURE 7
Job No: 2020-18A

Etowah Environmental Services



N

Source: USDA
Year: 1993

AERIAL PHOTOGRAPH

C-Store Property
Atlanta, Georgia

FIGURE 8
Job No: 2020-18A

Etowah Environmental Services



N

Source: USDA
Year: 1972

AERIAL PHOTOGRAPH

C-Store Property
Atlanta, Georgia

FIGURE 9
Job No:2020-18A

Etowah Environmental Services



N

Source: USDA
Year: 1960

AERIAL PHOTOGRAPH

C-Store Property
Atlanta, Georgia

FIGURE 10
Job No:2020-18A

Etowah Environmental Services



Source: USDA
Year: 1943

AERIAL PHOTOGRAPH

Commercial Property
Atlanta, Georgia

FIGURE 11
Job No: 2020-18A

Etowah Environmental Services

APPENDIX B

SITE PHOTOGRAHS



1. Shows the fuel dispensers and the site buildings from the southeast.



2. Shows the fuel dispensers and the site buildings from the northeast.



3. Shows a former carwash building on the west side of the subject property. Building is occupied by a used tire shop.

PROPERTY PHOTOGRAPHS	
5275 Old National Highway Atlanta, Georgia	
Job No: 2020-18A	**Etowah Environmental**



4. Shows the rear of the former car wash building.



5. Shows the interior of the C-Store building.



6. Shows an in-operable automatic tank gauging system control unit inside the store.

PROPERTY PHOTOGRAPHS	
5275 Old National Highway Atlanta, Georgia	
Job No: 2020-18A	**Etowah Environmental**



7. Shows the vent for the USTs located on the northern portion of the property.



8. Shows the existing UST pit just west of the site building



9. Shows a historical monitoring well location on the subject property.

PROPERTY PHOTOGRAPHS	
5275 Old National Highway Atlanta, Georgia	
Job No: 2020-18A	**Etowah Environmental**



10. Shows the building and fuel dispensers from the southwest.

11. Shows the interior of the tire store building.





12. Shows a pile of tires beside the tire store building.

PROPERTY PHOTOGRAPHS	
5275 Old National Highway Atlanta, Georgia	
Job No: 2020-18A	**Etowah Environmental**



13. Shows a car wash located northeast of the subject property.

14. Shows the automobile repair shop located south of the subject property.





15. Shows a view of businesses located across Old National Highway to the east.

PROPERTY PHOTOGRAPHS

5275 Old National Highway
Atlanta, Georgia

Job No: 2020-18A

Etowah Environmental

APPENDIX C
REGULATORY SEARCH INFORMATION

C-Store
5275 Old National Highway
Atlanta, GA 30349

Inquiry Number: 6002314.2s
March 09, 2020

The EDR Radius Map™ Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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Map Findings	8
Orphan Summary	115
Government Records Searched/Data Currency Tracking	GR-1

GEOCHECK ADDENDUM

GeoCheck - Not Requested

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

5275 OLD NATIONAL HIGHWAY
ATLANTA, GA 30349

COORDINATES

Latitude (North):	33.6115980 - 33˚ 36' 41.75''
Longitude (West):	84.4723290 - 84˚ 28' 20.38''
Universal Tranverse Mercator:	Zone 16
UTM X (Meters):	734516.9
UTM Y (Meters):	3721763.5
Elevation:	1003 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	6046942 RIVERDALE, GA
Version Date:	2014
North Map:	6045619 SOUTHWEST ATLANTA, GA
Version Date:	2014

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20150731
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
5275 OLD NATIONAL HIGHWAY
ATLANTA, GA 30349

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
A1	VILLAGE STORE	5275 OLD NATIONAL HW	RGA LUST		TP
A2	VILLAGE STORE # 16	5275 OLD NATIONAL HW	RGA LUST		TP
A3	VILLAGE STORE # 16	5275 OLD NATIONAL HW	FINDS		TP
A4	CROWN GA-21	5275 OLD NATIONAL HW	RGA LUST		TP
A5	CROWN CENTRAL PETROL	5275 OLD NATIONAL HW	EDR Hist Auto		TP
A6	CROWN CENTRAL PETROL	5275 OLD NATIONAL HW	LUST, UST, RCRA NonGen / NLR, FINDS, ECHO,...		TP
7	AUTO LAUNDRY INC	5250 OLD NATIONAL HW	EDR Hist Auto	Lower	301, 0.057, ENE
8	U-HAUL	5380 OLD NATIONAL HI	AST	Lower	818, 0.155, SSE
B9	RIGHT STUFF FOOD STO	610-B OLD NATIONAL H	RCRA NonGen / NLR	Higher	1227, 0.232, North
B10	BOBBY FOOD MART	5110 OLD NATIONAL HW	LUST, UST, Financial Assurance	Higher	1496, 0.283, North
11	PRECISION TUNE	5471 OLD NATIONAL HW	LUST, UST, Financial Assurance	Lower	1700, 0.322, South
C12	EXPRESS OIL CHANGE	5083 OLD NATIONAL HW	LUST, UST, Financial Assurance	Higher	1754, 0.332, North
C13	EXXON FOOD STORE	5084 OLD NATIONAL HW	LUST, UST, Financial Assurance	Higher	1782, 0.338, North
14	US POSTAL SERVICE	2385 GODBY RD	LUST, UST, Financial Assurance	Higher	2045, 0.387, NE
15	TARGET STORE T-380	5025 OLD NATIONAL HW	LUST, UST, Financial Assurance	Higher	2174, 0.412, North
16	TRICO V PETROLEUM IN	5022 OLD NATIONAL HW	LUST, UST, FINDS, Financial Assurance	Higher	2513, 0.476, North
17	GEC GEORGIA LLC #523	5015 OLD NATIONAL HW	LUST, UST, FINDS, Financial Assurance	Higher	2517, 0.477, North
18	COCA-COLA COLLEGE PA	2355 SULLIVAN ROAD	GA NON-HSI, SPILLS, NPDES, TIER 2	Higher	4944, 0.936, NNE
19	DICKIES INDUSTRIAL S	2411 SULLIVAN ROAD	AUL, DEL SHWS	Higher	5053, 0.957, North
20	2319 SULLIVAN ROAD P	2319 SULLIVAN ROAD	GA NON-HSI	Higher	5163, 0.978, NNE

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was identified in the following records. For more information on this property see page 8 of the attached EDR Radius Map report:

Site	Database(s)	EPA ID
VILLAGE STORE 5275 OLD NATIONAL HW COLLEGE PARK, GA	RGA LUST Facility ID: 601230	N/A
VILLAGE STORE # 16 5275 OLD NATIONAL HW COLLEGE PARK, GA	RGA LUST Facility ID: 0-601230 Facility ID: 601230 Facility ID: 601230.0	N/A
VILLAGE STORE # 16 5275 OLD NATIONAL HW COLLEGE PARK, GA 30349	FINDS Registry ID:: 110013531204	N/A
CROWN GA-21 5275 OLD NATIONAL HW COLLEGE PARK, GA	RGA LUST Facility ID: 0-601230	N/A
CROWN CENTRAL PETROL 5275 OLD NATIONAL HW ATLANTA, GA 30349	EDR Hist Auto	N/A
CROWN CENTRAL PETROL 5275 OLD NATIONAL HW ATLANTA, GA 30349	LUST Cleanup Status: NFA - Remediation Facility Id: 00601230 UST Facility Id: 601230 Status: Removed from Ground Status: Currently in Use RCRA NonGen / NLR EPA ID:: GAD981275035 FINDS Registry ID:: 110007491703 ECHO Registry ID: 110007491703 Financial Assurance Database: Financial Assurance 1, Date of Government Version: 05/29/2019 Facility Id: 601230	GAD981275035

EXECUTIVE SUMMARY

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL ---------- National Priority List
Proposed NPL ---------- Proposed National Priority List Sites
NPL LIENS ---------- Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL ---------- National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY ---------- Federal Facility Site Information listing
SEMS ---------- Superfund Enterprise Management System

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE ---------- Superfund Enterprise Management System Archive

Federal RCRA CORRACTS facilities list

CORRACTS ---------- Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF ---------- RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG ---------- RCRA - Large Quantity Generators
RCRA-SQG ---------- RCRA - Small Quantity Generators
RCRA-VSQG ---------- RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

Federal institutional controls / engineering controls registries

LUCIS ---------- Land Use Control Information System
US ENG CONTROLS ---------- Engineering Controls Sites List
US INST CONTROL ---------- Sites with Institutional Controls

Federal ERNS list

ERNS ---------- Emergency Response Notification System

State- and tribal - equivalent CERCLIS

SHWS ---- Hazardous Site Inventory

State and tribal landfill and/or solid waste disposal site lists

SWF/LF ---- Solid Waste Disposal Facilities

State and tribal leaking storage tank lists

INDIAN LUST ---- Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists

FEMA UST ---- Underground Storage Tank Listing
INDIAN UST ---- Underground Storage Tanks on Indian Land

State and tribal institutional control / engineering control registries

AUL ---- Uniform Environmental Covenants
INST CONTROL ---- Public Record List

State and tribal voluntary cleanup sites

VCP ---- Voluntary Cleanup Program site
INDIAN VCP ---- Voluntary Cleanup Priority Listing

State and tribal Brownfields sites

BROWNFIELDS ---- Brownfields Public Record List

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS ---- A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY ---- Recycling Center Listing
HIST LF ---- Historical Landfills
INDIAN ODI ---- Report on the Status of Open Dumps on Indian Lands
DEBRIS REGION 9 ---- Torres Martinez Reservation Illegal Dump Site Locations
ODI ---- Open Dump Inventory
IHS OPEN DUMPS ---- Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL ---- Delisted National Clandestine Laboratory Register
CDL ---- Clandestine Drug Labs
US CDL ---- National Clandestine Laboratory Register

Local Land Records

LIENS 2 ---- CERCLA Lien Information

Records of Emergency Release Reports

HMIRS	Hazardous Materials Information Reporting System
SPILLS	Spills Information
SPILLS 90	SPILLS 90 data from FirstSearch

Other Ascertainable Records

FUDS	Formerly Used Defense Sites
DOD	Department of Defense Sites
SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR	Financial Assurance Information
EPA WATCH LIST	EPA WATCH LIST
2020 COR ACTION	2020 Corrective Action Program List
TSCA	Toxic Substances Control Act
TRIS	Toxic Chemical Release Inventory System
SSTS	Section 7 Tracking Systems
ROD	Records Of Decision
RMP	Risk Management Plans
RAATS	RCRA Administrative Action Tracking System
PRP	Potentially Responsible Parties
PADS	PCB Activity Database System
ICIS	Integrated Compliance Information System
FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS	Material Licensing Tracking System
COAL ASH DOE	Steam-Electric Plant Operation Data
COAL ASH EPA	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER	PCB Transformer Registration Database
RADINFO	Radiation Information Database
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS	Incident and Accident Data
CONSENT	Superfund (CERCLA) Consent Decrees
INDIAN RESERV	Indian Reservations
FUSRAP	Formerly Utilized Sites Remedial Action Program
UMTRA	Uranium Mill Tailings Sites
LEAD SMELTERS	Lead Smelter Sites
US AIRS	Aerometric Information Retrieval System Facility Subsystem
US MINES	Mines Master Index File
ABANDONED MINES	Abandoned Mines
UXO	Unexploded Ordnance Sites
DOCKET HWC	Hazardous Waste Compliance Docket Listing
FUELS PROGRAM	EPA Fuels Program Registered Listing
AIRS	Permitted Facility and Emissions Listing
COAL ASH	Coal Ash Disposal Site Listing
DRYCLEANERS	Drycleaner Database
NPDES	NPDES Wastewater Permit List
TIER 2	Tier 2 Data Listing
UIC	Underground Injection Control
MINES MRDS	Mineral Resources Data System

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	EDR Proprietary Manufactured Gas Plants

EDR Hist Cleaner..... EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS..... Recovered Government Archive State Hazardous Waste Facilities List
RGA LF..... Recovered Government Archive Solid Waste Facilities List

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

State- and tribal - equivalent CERCLIS

GA NON-HSI: Georgia Non Hazardous Site Inventory Sites.

A review of the GA NON-HSI list, as provided by EDR, and dated 09/30/2019 has revealed that there are 2 GA NON-HSI sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
COCA-COLA COLLEGE PA	***2355 SULLIVAN ROAD***	***NNE 1/2 - 1 (0.936 mi.)***	***18***	***34***
2319 SULLIVAN ROAD P	2319 SULLIVAN ROAD	NNE 1/2 - 1 (0.978 mi.)	20	114

State and tribal leaking storage tank lists

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the Department of Natural Resources' Confirmed Release List.

A review of the LUST list, as provided by EDR, and dated 10/02/2019 has revealed that there are 8 LUST sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BOBBY FOOD MART	***5110 OLD NATIONAL HW***	***N 1/4 - 1/2 (0.283 mi.)***	***B10***	***15***
Cleanup Status: NFA -Monitoring Only (MNA) Facility Id: 00601020				
EXPRESS OIL CHANGE	***5083 OLD NATIONAL HW***	***N 1/4 - 1/2 (0.332 mi.)***	***C12***	***21***

Cleanup Status: NFA - No Further Action
Facility Id: 00601285

EXXON FOOD STORE	***5084 OLD NATIONAL HW***	***N 1/4 - 1/2 (0.338 mi.)***	***C13***	***23***

Cleanup Status: NFA -Monitoring Only (MNA)
Facility Id: 00601316

US POSTAL SERVICE	***2385 GODBY RD***	***NE 1/4 - 1/2 (0.387 mi.)***	***14***	***25***

Cleanup Status: NFA - Clean Closure
Facility Id: 09060225

TARGET STORE T-380	***5025 OLD NATIONAL HW***	***N 1/4 - 1/2 (0.412 mi.)***	***15***	***26***

Cleanup Status: NFA - No Further Action
Facility Id: 09060220

TRICO V PETROLEUM IN	***5022 OLD NATIONAL HW***	***N 1/4 - 1/2 (0.476 mi.)***	***16***	***28***

Cleanup Status: NFA - Remediation Act Sys
Cleanup Status: NFA - Clean Closure
Cleanup Status: NFA -Monitoring Only (MNA)
Facility Id: 00601300

GEC GEORGIA LLC #523	***5015 OLD NATIONAL HW***	***N 1/4 - 1/2 (0.477 mi.)***	***17***	***31***

Cleanup Status: NFA - Remediation
Facility Id: 00600647

Lower Elevation	Address	Direction / Distance	Map ID	Page
PRECISION TUNE	***5471 OLD NATIONAL HW***	***S 1/4 - 1/2 (0.322 mi.)***	***11***	***20***

Cleanup Status: NFA - Clean Closure
Facility Id: 09060337

State and tribal registered storage tank lists

AST: A listing of LP gas tank site locations.

A review of the AST list, as provided by EDR, and dated 06/04/2012 has revealed that there is 1 AST site within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
U-HAUL	5380 OLD NATIONAL HI	SSE 1/8 - 1/4 (0.155 mi.)	8	14

Tank Capacity: 1000
Number of Tanks: 1

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Hazardous waste / Contaminated Sites

DEL SHWS: A listing of sites delisted from the Hazardous Site Inventory.

A review of the DEL SHWS list, as provided by EDR, and dated 07/01/2019 has revealed that there is 1 DEL SHWS site within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
DICKIES INDUSTRIAL S	***2411 SULLIVAN ROAD***	***N 1/2 - 1 (0.957 mi.)***	***19***	***113***

Other Ascertainable Records

RCRA NonGen / NLR: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 12/16/2019 has revealed that there is 1 RCRA NonGen / NLR site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
RIGHT STUFF FOOD STO EPA ID:: GAD984301820	610-B OLD NATIONAL H	N 1/8 - 1/4 (0.232 mi.)	B9	14

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR Hist Auto: EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR Hist Auto list, as provided by EDR, has revealed that there is 1 EDR Hist Auto site within approximately 0.125 miles of the target property.

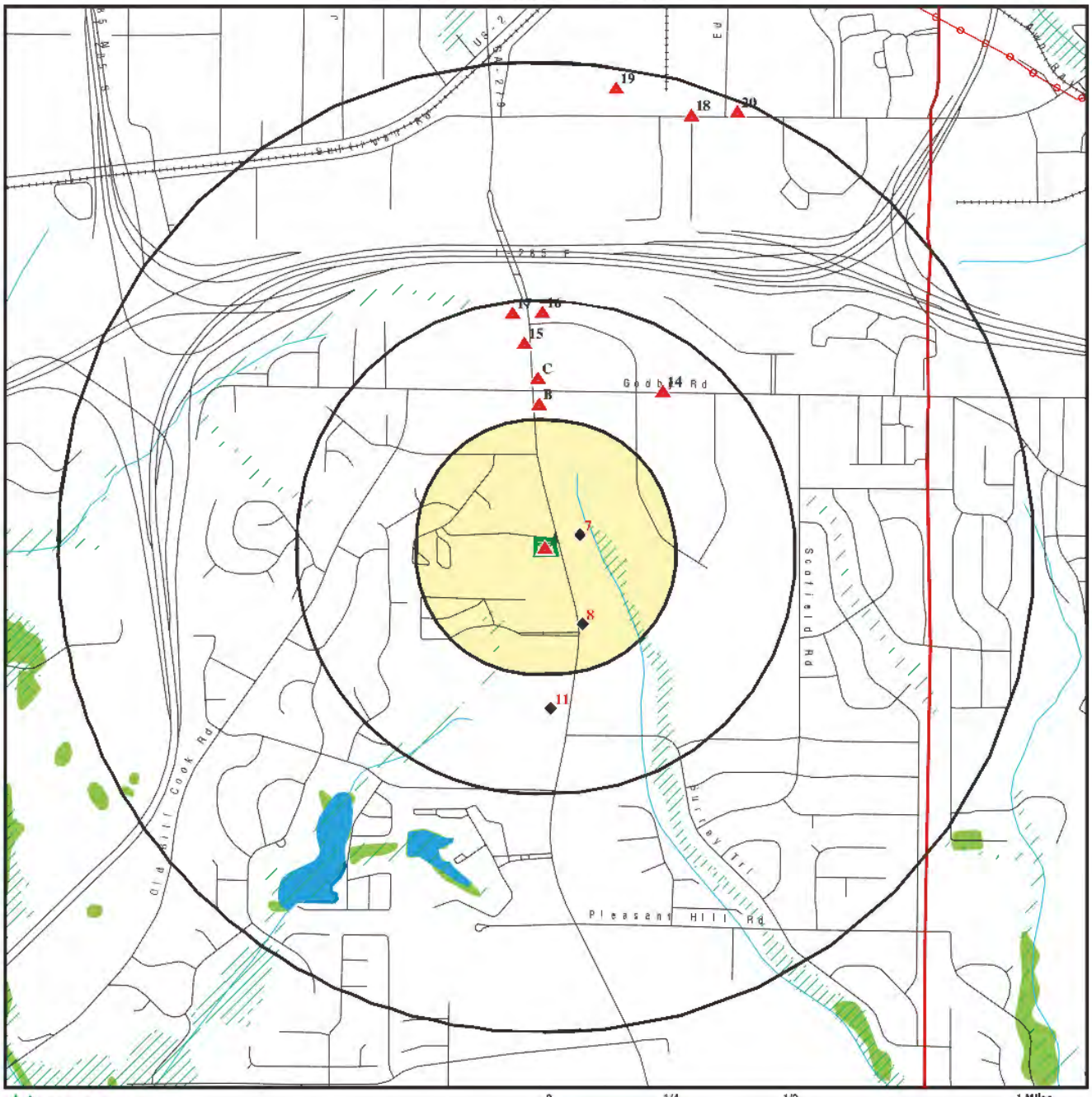
Lower Elevation	Address	Direction / Distance	Map ID	Page
AUTO LAUNDRY INC	5250 OLD NATIONAL HW	ENE 0 - 1/8 (0.057 mi.)	7	13

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 3 records.

Site Name	Database(s)
MASTER CLEANERS	DRYCLEANERS
C.W. MATTHEWS	SPILLS
OLD WHEAT STREET GARAGE C	EDR Hist Auto

OVERVIEW MAP - 6002314.2S



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: C-Store	CLIENT: Etowah Environmental Services
ADDRESS: 5275 Old National Highway Atlanta GA 30349	CONTACT: Dennis Popham
LAT/LONG: 33.611598 / 84.472329	INQUIRY #: 6002314.2s DATE: March 09, 2020 5:07 pm

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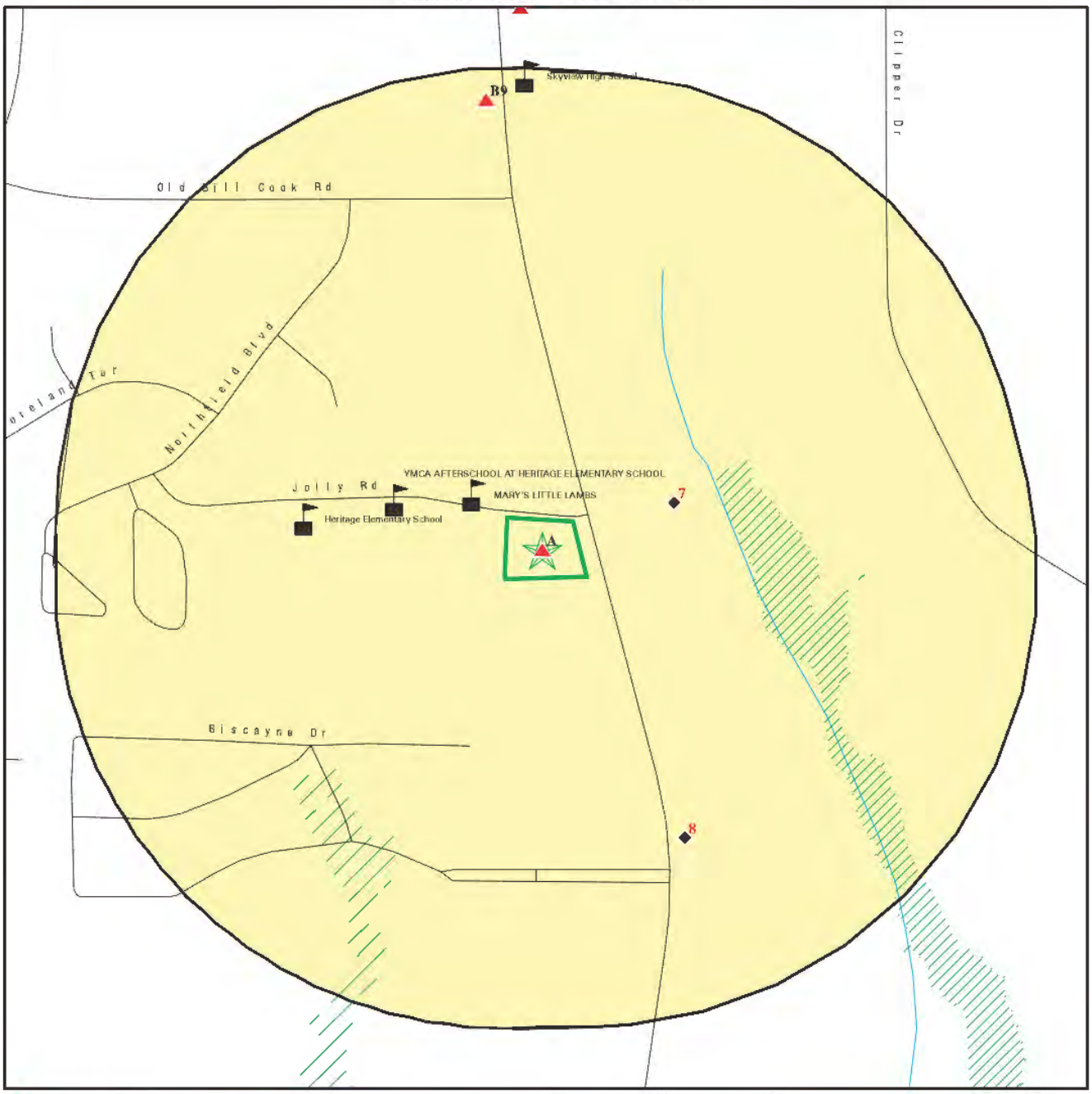
DETAIL MAP - 6002314.2S



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard

This report Includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: C-Store	CLIENT: Etowah Environmental Services
ADDRESS: 5275 Old National Highway Atlanta GA 30349	CONTACT: Dennis Popham INQUIRY #: 6002314.2s
LAT/LONG: 33.611598 / 84.472329	DATE: March 09, 2020 5:10 pm

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
Federal Delisted NPL site list								
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Federal CERCLIS NFRAP site list								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Federal RCRA CORRACTS facilities list								
CORRACTS	1.000		0	0	0	0	NR	0
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generators list								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	0.001		0	NR	NR	NR	NR	0
State- and tribal - equivalent CERCLIS								
SHWS	1.000		0	0	0	0	NR	0
GA NON-HSI	1.000		0	0	0	2	NR	2
State and tribal landfill and/or solid waste disposal site lists								
SWF/LF	0.500		0	0	0	NR	NR	0
State and tribal leaking storage tank lists								
LUST	0.500	1	0	0	8	NR	NR	9
INDIAN LUST	0.500		0	0	0	NR	NR	0
State and tribal registered storage tank lists								
FEMA UST	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UST	0.250	1	0	0	NR	NR	NR	1
AST	0.250		0	1	NR	NR	NR	1
INDIAN UST	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
AUL	0.500		0	0	0	NR	NR	0
INST CONTROL	0.500		0	0	0	NR	NR	0
State and tribal voluntary cleanup sites								
VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
SWRCY	0.500		0	0	0	NR	NR	0
HIST LF	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
CDL	0.001		0	NR	NR	NR	NR	0
DEL SHWS	1.000		0	0	0	1	NR	1
US CDL	0.001		0	NR	NR	NR	NR	0
Local Land Records								
LIENS 2	0.001		0	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	0.001		0	NR	NR	NR	NR	0
SPILLS	0.001		0	NR	NR	NR	NR	0
SPILLS 90	0.001		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250	1	0	1	NR	NR	NR	2
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	0.001	2	0	NR	NR	NR	NR	2
UXO	1.000		0	0	0	0	NR	0
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
ECHO	0.001	1	0	NR	NR	NR	NR	1
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
AIRS	0.001		0	NR	NR	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
Financial Assurance	0.001	1	0	NR	NR	NR	NR	1
NPDES	0.001		0	NR	NR	NR	NR	0
TIER 2	0.001		0	NR	NR	NR	NR	0
UIC	0.001		0	NR	NR	NR	NR	0
MINES MRDS	0.001		0	NR	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125	1	1	NR	NR	NR	NR	2
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
RGA HWS	0.001		0	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
RGA LF	0.001		0	NR	NR	NR	NR	0
RGA LUST	0.001	3	0	NR	NR	NR	NR	3
- Totals --		11	1	2	8	3	0	25

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

A1 **VILLAGE STORE** **RGA LUST** **S115552419**
Target **5275 OLD NATIONAL HWY** **N/A**
Property **COLLEGE PARK, GA**

Site 1 of 6 in cluster A

Actual: **1003 ft.**

RGA LUST:

2012	VILLAGE STORE	5275 OLD NATIONAL HWY
2011	VILLAGE STORE	5275 OLD NATIONAL HWY
2010	VILLAGE STORE	5275 OLD NATIONAL HWY
2009	VILLAGE STORE	5275 OLD NATIONAL HWY
2008	VILLAGE STORE	5275 OLD NATIONAL HWY
2007	VILLAGE STORE	5275 OLD NATIONAL HWY

A2 **VILLAGE STORE # 16** **RGA LUST** **S115552417**
Target **5275 OLD NATIONAL HWY** **N/A**
Property **COLLEGE PARK, GA**

Site 2 of 6 in cluster A

Actual: **1003 ft.**

RGA LUST:

2006	VILLAGE STORE # 16	5275 OLD NATIONAL HWY
2005	VILLAGE STORE # 16	5275 OLD NATIONAL HWY
2004	VILLAGE STORE # 16	5275 OLD NATIONAL HWY
2003	VILLAGE STORE # 16	5275 OLD NATIONAL HWY
2002	VILLAGE STORE # 16	5275 OLD NATIONAL HWY
2001	VILLAGE STORE # 16	5275 OLD NATIONAL HWY
2000	VILLAGE STORE # 16	5275 OLD NATIONAL HWY
1999	VILLAGE STORE # 16	5275 OLD NATIONAL HWY
1998	VILLAGE STORE # 16	5275 OLD NATIONAL HWY

A3 **VILLAGE STORE # 16** **FINDS** **1006783738**
Target **5275 OLD NATIONAL HWY** **N/A**
Property **COLLEGE PARK, GA 30349**

Site 3 of 6 in cluster A

Actual: **1003 ft.**

FINDS:
Registry ID: 110013531204
Facility URL: http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110013531204

Environmental Interest/Information System:
GEIMS (Geographic Environmental Information Management System) provides the EPA and Public a single point of access to core data for all facilities and sites regulated or monitored by the EPA and a single system for the reporting of all environmental data.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

A4 **CROWN GA-21** **RGA LUST** **S115535056**
Target Property **5275 OLD NATIONAL HWY** **N/A**
COLLEGE PARK, GA

Site 4 of 6 in cluster A

Actual: 1003 ft.

RGA LUST:

1997	CROWN GA-21	5275 OLD NATIONAL HWY
1996	CROWN GA-21	5275 OLD NATIONAL HWY
1995	CROWN GA-21	5275 OLD NATIONAL HWY

A5 **CROWN CENTRAL PETROLEUM CORP** **EDR Hist Auto** **1021526176**
Target Property **5275 OLD NATIONAL HWY** **N/A**
ATLANTA, GA 30349

Site 5 of 6 in cluster A

Actual: 1003 ft.

EDR Hist Auto

Year:	Name:	Type:
1989	CROWN CENTRAL PETROLEUM CORP	Gasoline Service Stations
1990	CROWN CENTRAL PETROLEUM CORP	Gasoline Service Stations
1991	CROWN CENTRAL PETROLEUM CORP	Gasoline Service Stations
1992	CROWN CENTRAL PETROLEUM CORP	Gasoline Service Stations
2014	CITGO VILLAGE FOOD	Gasoline Service Stations, NEC

A6 **CROWN CENTRAL PETROLEUM GA-021** **LUST** **1000449380**
Target Property **5275 OLD NATIONAL HWY** **UST** **GAD981275035**
ATLANTA, GA 30349 **RCRA NonGen / NLR**
FINDS
Site 6 of 6 in cluster A **ECHO**
Financial Assurance

Actual: 1003 ft.

LUST:

Name:	VILLAGE STORE
Address:	5275 OLD NATIONAL HWY
City,State,Zip:	COLLEGE PARK, GA 30349
Facility ID:	00601230
Leak ID:	Not reported
Description:	Not reported
Cleanup Status:	NFA - Remediation
Date Received:	11/12/1993
Project Officer:	June Li
Project Name:	UST - 1 - VILLAGE STORE
Site Code Description:	Eligible GUST trust fund reimbursement site
No Further Action Date:	03/19/2003

Facility:

Name:	VILLAGE STORE
Address:	5275 OLD NATIONAL HWY
City,State,Zip:	COLLEGE PARK, GA
Facility Id:	601230
Facility Status:	Active
Facility Type:	Gas Station
District:	Not reported
Owner Name:	Gulbano LLC
Contact ID:	Not reported
Owner Address:	140 Stillwood Drive
Owner City:	Fayetteville

CROWN CENTRAL PETROLEUM GA-021 (Continued) **1000449380**

Owner State:	GA
Owner Zip:	30215
Owner Telephone:	404 2710608

Tank:

Tank ID:	1
Tank Status:	Removed from Ground
Tank Material:	Bare Steel
Pipe Type:	Pressurized
Tank Overfill Type:	Not reported
Install Date:	04/06/1978
Facility ID:	601230
Status Date:	Not reported
Product:	Gas (Historical Use)
Pipe Material:	Galvanized Steel
Overfill Protection:	Not reported
Overfill Installed:	Not reported
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	Not reported
Tank Capacity:	10270

Tank ID:	2
Tank Status:	Removed from Ground
Tank Material:	Bare Steel
Pipe Type:	Pressurized
Tank Overfill Type:	Not reported
Install Date:	04/07/1974
Facility ID:	601230
Status Date:	Not reported
Product:	Gas (Historical Use)
Pipe Material:	Galvanized Steel
Overfill Protection:	Not reported
Overfill Installed:	Not reported
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	Not reported
Tank Capacity:	15060

Tank ID:	3
Tank Status:	Removed from Ground
Tank Material:	Bare Steel
Pipe Type:	Pressurized
Tank Overfill Type:	Not reported
Install Date:	04/07/1974
Facility ID:	601230
Status Date:	Not reported
Product:	Gas (Historical Use)
Pipe Material:	Galvanized Steel
Overfill Protection:	Not reported
Overfill Installed:	Not reported
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	Not reported
Tank Capacity:	15060

Tank ID:	4
Tank Status:	Currently in Use
Tank Material:	Epoxy
Pipe Type:	Pressurized
Tank Overfill Type:	Ball Float

CROWN CENTRAL PETROLEUM GA-021 (Continued) **1000449380**

Install Date:	06/10/1996
Facility ID:	601230
Status Date:	Not reported
Product:	Gas (Historical Use)
Pipe Material:	Double-Walled Fiberglass
Overfill Protection:	Not reported
Overfill Installed:	06/10/1996
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	06/10/1996
Tank Capacity:	12000

Tank ID:	5
Tank Status:	Currently in Use
Tank Material:	Epoxy
Pipe Type:	Pressurized
Tank Overfill Type:	Ball Float
Install Date:	06/10/1996
Facility ID:	601230
Status Date:	Not reported
Product:	Gas (Historical Use)
Pipe Material:	Double-Walled Fiberglass
Overfill Protection:	Not reported
Overfill Installed:	06/10/1996
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	06/10/1996
Tank Capacity:	8000

Payment:

Facility ID:	601230
Obligation Date:	09/25/2003
Obligation Amount:	$23,260.00
Payment date:	Not reported
Request Amount:	$0.00
Check Amount:	$0.00
Comments:	Obligation for B CAA
Date Sent to Accounting:	Not reported
Task Number:	03-2042

Facility ID:	601230
Obligation Date:	Not reported
Obligation Amount:	$0.00
Payment date:	11/06/2003
Request Amount:	$31,128.06
Check Amount:	$3,329.07
Comments:	APP 1B;$10K DEDUCTIBLE
Date Sent to Accounting:	Not reported
Task Number:	03-2042

Facility ID:	601230
Obligation Date:	Not reported
Obligation Amount:	$0.00
Payment date:	12/17/2003
Request Amount:	$2,577.24
Check Amount:	$2,577.24
Comments:	APP 2B; NFA issued 3/19/03.
Date Sent to Accounting:	Not reported
Task Number:	03-2042

CROWN CENTRAL PETROLEUM GA-021 (Continued) **1000449380**

RCRA NonGen / NLR:
Date form received by agency: 1998-03-10 00:00:00.0
Facility name: CROWN CENTRAL PETROLEUM GA-021
Facility address: 5275 OLD NATIONAL HWY
ATLANTA, GA 30349
EPA ID: GAD981275035
Mailing address: WOODWIN RD
DORAVILLE, GA 30360
Contact: BRUCE ROBINSON
Contact address: 2765 WOODWIN RD
DORAVILLE, GA 30360
Contact country: US
Contact telephone: 404-451-6266
Contact email: Not reported
EPA Region: 04
Classification: Non-Generator
Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:
Owner/operator name: CROWN STATIONS INC
Owner/operator address: UNKNOWN
UNKNOWN,
Owner/operator country: Not reported
Owner/operator telephone: Not reported
Owner/operator email: Not reported
Owner/operator fax: Not reported
Owner/operator extension: Not reported
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Handler Activities Summary:
U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No
Recycler of hazardous waste: No
Transporter of hazardous waste: No
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: No
Furnace exemption: No
Used oil fuel burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

Hazardous Waste Summary:

. Waste code: D000
. Waste name: Not Defined

. Waste code: D018

CROWN CENTRAL PETROLEUM GA-021 (Continued) **1000449380**

. Waste name: BENZENE

Violation Status: No violations found

FINDS:
Registry ID: 110007491703
Facility URL: http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110007491703

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:
Envid: 1000449380
Registry ID: 110007491703
DFR URL: http://echo.epa.gov/detailed-facility-report?fid=110007491703
Name: CROWN CENTRAL PETROLEUM GA-021
Address: 5275 OLD NATIONAL HWY
City,State,Zip: ATLANTA, GA 30349

GA Financial Assurance 1:
Region: 1
Facility ID: 601230
Financial Responsiblity: G.U.S.T. Trust Fund
Location Start Date: 05/11/2007
Location End Date: Not reported
Location Status: Active
Location Type: Gas Station
Facility Status: ACTIVE

7
ENE
< 1/8
0.057 mi.
301 ft.

AUTO LAUNDRY INC **EDR Hist Auto** **1020211472**
5250 OLD NATIONAL HWY **N/A**
ATLANTA, GA 30349

Relative:
Lower

Actual:
992 ft.

EDR Hist Auto

Year:	Name:	Type:
1976	AUTO LAUNDRY INC	Carwashes
1977	AUTO LAUNDRY INC	Carwashes
1978	AUTO LAUNDRY INC	Carwashes
1979	AUTO LAUNDRY INC	Carwashes
1980	AUTO LAUNDRY INC	Carwashes
1982	AUTO LAUNDRY INC	Carwashes
1983	AUTO LAUNDRY INC	Carwashes
1985	AUTO LAUNDRY INC	Carwashes
1986	AUTO LAUNDRY INC	Carwashes
1987	AUTO LAUNDRY INC	Carwashes
2005	WET AUTO INC	General Automotive Repair Shops
2006	WET AUTO INC	General Automotive Repair Shops

AUTO LAUNDRY INC (Continued) **1020211472**

2007	WET AUTO INC	General Automotive Repair Shops
2008	WET AUTO INC	General Automotive Repair Shops
2009	WET AUTO INC	General Automotive Repair Shops
2010	WET AUTO INC	General Automotive Repair Shops
2011	WET AUTO INC	General Automotive Repair Shops
2012	WET AUTO INC	General Automotive Repair Shops
2013	WET AUTO INC	General Automotive Repair Shops
2014	WET AUTO INC	General Automotive Repair Shops

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8 **U-HAUL** **AST** **A100330927**
SSE **5380 OLD NATIONAL HIGHWAY** **N/A**
1/8-1/4 **COLLEGE PARK, GA 30349**
0.155 mi.
818 ft.

Relative: **Lower**
Actual: **994 ft.**

AST:

Owner Name:	Suburban Propane, L.P.
Owner Address:	P.O. Box 200035
Owner City/State/Zip:	Cartersville GA 30120
Number Of Tanks:	1
Tank Capacity:	1000

B9 **RIGHT STUFF FOOD STORES AMOCO** **RCRA NonGen / NLR** **1000507322**
North **610-B OLD NATIONAL HWY** **GAD984301820**
1/8-1/4 **ATLANTA, GA 30349**
0.232 mi.
1227 ft. **Site 1 of 2 in cluster B**

Relative: **Higher**
Actual: **1026 ft.**

RCRA NonGen / NLR:

Date form received by agency:	2007-06-13 00:00:00.0
Facility name:	RIGHT STUFF FOOD STORES AMOCO
Facility address:	610-B OLD NATIONAL HWY ATLANTA, GA 30349
EPA ID:	GAD984301820
Mailing address:	OLD SPRINGHOUSE LN #200 ATLANTA, GA 30338
Contact:	HENRI ETZLER
Contact address:	1750 OLD SPRINGHOUSE LN #200 ATLANTA, GA 30338
Contact country:	US
Contact telephone:	404-455-9400
Contact email:	Not reported
EPA Region:	04
Classification:	Non-Generator
Description:	Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name:	AMOCO OIL CO
Owner/operator address:	1200 ASHWOOD PKWY #440 ATLANTA, GA 30338
Owner/operator country:	Not reported
Owner/operator telephone:	Not reported
Owner/operator email:	Not reported
Owner/operator fax:	Not reported
Owner/operator extension:	Not reported
Legal status:	Private

RIGHT STUFF FOOD STORES AMOCO (Continued) **1000507322**

Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Handler Activities Summary:
U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No
Recycler of hazardous waste: No
Transporter of hazardous waste: No
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: No
Furnace exemption: No
Used oil fuel burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

Historical Generators:
Date form received by agency: 1991-10-01 00:00:00.0
Site name: RIGHT STUFF FOOD STORES AMOCO
Classification: Small Quantity Generator

Hazardous Waste Summary:

. Waste code: D001
. Waste name: IGNITABLE WASTE

Violation Status: No violations found

B10 **BOBBY FOOD MART** **LUST U003002431**
North **5110 OLD NATIONAL HWY** **UST N/A**
1/4-1/2 **COLLEGE PARK, GA** **Financial Assurance**
0.283 mi.
1496 ft. **Site 2 of 2 in cluster B**

Relative:
Higher

Actual:
1031 ft.

LUST:
Name: BOBBY FOOD MART
Address: 5110 OLD NATIONAL HWY
City,State,Zip: COLLEGE PARK, GA 30349
Facility ID: 00601020
Leak ID: Not reported
Description: Not reported
Cleanup Status: NFA -Monitoring Only (MNA)
Date Received: 03/04/2003
Project Officer: EPD Migration
Project Name: UST - 1 - BOBBY FOOD MART
Site Code Description: Eligible GUST trust fund reimbursement site
No Further Action Date: 01/08/2007

Facility:
Name: BOBBY FOOD MART
Address: 5110 OLD NATIONAL HWY
City,State,Zip: COLLEGE PARK, GA

BOBBY FOOD MART (Continued) **U003002431**

Facility Id:	601020
Facility Status:	Active
Facility Type:	Gas Station
District:	Not reported
Owner Name:	Not reported
Contact ID:	Not reported
Owner Address:	5110 old national Highway
Owner City:	college Park
Owner State:	GA
Owner Zip:	30349
Owner Telephone:	404 7614146

Tank:

Tank ID:	1
Tank Status:	Removed from Ground
Tank Material:	Not reported
Pipe Type:	Pressurized
Tank Overfill Type:	Not reported
Install Date:	04/27/1970
Facility ID:	601020
Status Date:	Not reported
Product:	Gas (Historical Use)
Pipe Material:	Galvanized Steel
Overfill Protection:	False
Overfill Installed:	Not reported
Tank Exempt From Spill:	False
Date Spill Device Installed:	Not reported
Tank Capacity:	5000

Tank ID:	2
Tank Status:	Removed from Ground
Tank Material:	Not reported
Pipe Type:	Pressurized
Tank Overfill Type:	Not reported
Install Date:	04/27/1970
Facility ID:	601020
Status Date:	Not reported
Product:	Gas (Historical Use)
Pipe Material:	Galvanized Steel
Overfill Protection:	False
Overfill Installed:	Not reported
Tank Exempt From Spill:	False
Date Spill Device Installed:	Not reported
Tank Capacity:	5000

Tank ID:	3
Tank Status:	Removed from Ground
Tank Material:	Not reported
Pipe Type:	Pressurized
Tank Overfill Type:	Not reported
Install Date:	04/27/1970
Facility ID:	601020
Status Date:	Not reported
Product:	Gas (Historical Use)
Pipe Material:	Galvanized Steel
Overfill Protection:	False
Overfill Installed:	Not reported
Tank Exempt From Spill:	False

BOBBY FOOD MART (Continued) **U003002431**

Date Spill Device Installed:	Not reported
Tank Capacity:	5000
Tank ID:	4
Tank Status:	Removed from Ground
Tank Material:	Not reported
Pipe Type:	Pressurized
Tank Overfill Type:	Not reported
Install Date:	04/27/1970
Facility ID:	601020
Status Date:	Not reported
Product:	Gas (Historical Use)
Pipe Material:	Galvanized Steel
Overfill Protection:	False
Overfill Installed:	Not reported
Tank Exempt From Spill:	False
Date Spill Device Installed:	Not reported
Tank Capacity:	5000
Tank ID:	5
Tank Status:	Removed from Ground
Tank Material:	Bare Steel
Pipe Type:	Not reported
Tank Overfill Type:	Not reported
Install Date:	04/24/1981
Facility ID:	601020
Status Date:	Not reported
Product:	Used Oil
Pipe Material:	Galvanized Steel
Overfill Protection:	True
Overfill Installed:	Not reported
Tank Exempt From Spill:	True
Date Spill Device Installed:	Not reported
Tank Capacity:	600
Tank ID:	6
Tank Status:	Currently in Use
Tank Material:	Composite
Pipe Type:	Pressurized
Tank Overfill Type:	Ball Float
Install Date:	04/15/2005
Facility ID:	601020
Status Date:	Not reported
Product:	Regular
Pipe Material:	Fiberglass Reinforced Plastic
Overfill Protection:	False
Overfill Installed:	04/19/2005
Tank Exempt From Spill:	False
Date Spill Device Installed:	04/19/2005
Tank Capacity:	15000
Tank ID:	7
Tank Status:	Currently in Use
Tank Material:	Composite
Pipe Type:	Pressurized
Tank Overfill Type:	Ball Float
Install Date:	04/15/2005

BOBBY FOOD MART (Continued) **U003002431**

Facility ID:	601020
Status Date:	Not reported
Product:	Premium
Pipe Material:	Fiberglass Reinforced Plastic
Overfill Protection:	False
Overfill Installed:	04/19/2005
Tank Exempt From Spill:	False
Date Spill Device Installed:	04/19/2005
Tank Capacity:	10000
Tank ID:	8
Tank Status:	Currently in Use
Tank Material:	Composite
Pipe Type:	Pressurized
Tank Overfill Type:	Ball Float
Install Date:	04/15/2005
Facility ID:	601020
Status Date:	Not reported
Product:	Diesel
Pipe Material:	Fiberglass Reinforced Plastic
Overfill Protection:	False
Overfill Installed:	04/19/2005
Tank Exempt From Spill:	False
Date Spill Device Installed:	04/19/2005
Tank Capacity:	5000

Payment:

Facility ID:	601020
Obligation Date:	03/10/2006
Obligation Amount:	$16,893.00
Payment date:	Not reported
Request Amount:	$0.00
Check Amount:	$0.00
Comments:	TO OBLIGATE FOR CAA PART A/B
Date Sent to Accounting:	Not reported
Task Number:	06-2489
Facility ID:	601020
Obligation Date:	Not reported
Obligation Amount:	$0.00
Payment date:	03/28/2006
Request Amount:	$7,403.11
Check Amount:	$0.00
Comments:	App 1; less 10 K deductible. Did not meet deductible and need POP.
Date Sent to Accounting:	Not reported
Task Number:	06-2489
Facility ID:	601020
Obligation Date:	Not reported
Obligation Amount:	$0.00
Payment date:	08/24/2006
Request Amount:	$17,312.70
Check Amount:	$14,710.73
Comments:	App 1-2; less 10K Deductible.
Date Sent to Accounting:	09/07/2006
Task Number:	06-2489

BOBBY FOOD MART (Continued) **U003002431**

Facility ID:	601020
Obligation Date:	Not reported
Obligation Amount:	$0.00
Payment date:	01/08/2007
Request Amount:	$2,048.68
Check Amount:	$2,048.68
Comments:	APP 3
Date Sent to Accounting:	01/10/2007
Task Number:	06-2489

Facility ID:	601020
Obligation Date:	08/31/2007
Obligation Amount:	$1,656.93
Payment date:	Not reported
Request Amount:	$0.00
Check Amount:	$0.00
Comments:	Internal Increase for updated Costs to Completion/Well Abandonment under the CAP B; The site received an NFA on 1/8/07
Date Sent to Accounting:	Not reported
Task Number:	06-2489

Facility ID:	601020
Obligation Date:	Not reported
Obligation Amount:	$0.00
Payment date:	08/31/2007
Request Amount:	$1,790.52
Check Amount:	$0.00
Comments:	APP 4; Cost pending the Project Officer reviewing the Cost Review Forms submitted with the Application
Date Sent to Accounting:	Not reported
Task Number:	06-2489

Facility ID:	601020
Obligation Date:	Not reported
Obligation Amount:	$0.00
Payment date:	10/26/2007
Request Amount:	$0.00
Check Amount:	$1,790.52
Comments:	APP 4
Date Sent to Accounting:	10/31/2007
Task Number:	06-2489

GA Financial Assurance 1:

Region:	1
Facility ID:	601020
Financial Responsiblity:	G.U.S.T. Trust Fund
Location Start Date:	06/27/2005
Location End Date:	Not reported
Location Status:	Active
Location Type:	Gas Station
Facility Status:	ACTIVE

11
South
1/4-1/2
0.322 mi.
1700 ft.

PRECISION TUNE
5471 OLD NATIONAL HWY
COLLEGE PARK, GA

LUST **U001920457**
UST **N/A**
Financial Assurance

Relative:
Lower

Actual:
977 ft.

LUST:

Name:	PRECISION TUNE
Address:	5471 OLD NATIONAL HWY
City,State,Zip:	COLLEGE PARK, GA 30349
Facility ID:	09060337
Leak ID:	Not reported
Description:	Not reported
Cleanup Status:	NFA - Clean Closure
Date Received:	Not reported
Project Officer:	EPD Migration
Project Name:	UST - CLOSURE - PRECISION TUNE
Site Code Description:	Owner/Operator funded site
No Further Action Date:	05/25/1994

Facility:

Name:	PRECISION TUNE
Address:	5471 OLD NATIONAL HWY
City,State,Zip:	COLLEGE PARK, GA
Facility Id:	9060337
Facility Status:	Inactive
Facility Type:	Commercial
District:	Not reported
Owner Name:	GLENBOROUGH CORPORATION
Contact ID:	Not reported
Owner Address:	4545 GUNN HWY
Owner City:	TAMPA
Owner State:	GA
Owner Zip:	33624
Owner Telephone:	813 2640113

Tank:

Tank ID:	1
Tank Status:	Removed from Ground
Tank Material:	Bare Steel
Pipe Type:	Gravity Fed
Tank Overfill Type:	Not reported
Install Date:	07/01/1980
Facility ID:	9060337
Status Date:	Not reported
Product:	Other
Pipe Material:	Bare Steel
Overfill Protection:	Not reported
Overfill Installed:	Not reported
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	Not reported
Tank Capacity:	550

Tank ID:	2
Tank Status:	Removed from Ground
Tank Material:	Not Marked/Unknown
Pipe Type:	Not reported
Tank Overfill Type:	Not reported
Install Date:	02/03/1994

PRECISION TUNE (Continued) **U001920457**

Facility ID:	9060337
Status Date:	Not reported
Product:	Other
Pipe Material:	Not Marked
Overfill Protection:	Not reported
Overfill Installed:	Not reported
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	Not reported
Tank Capacity:	550

GA Financial Assurance 1:

Region:	1
Facility ID:	9060337
Financial Responsiblity:	Self Insured
Location Start Date:	03/02/1994
Location End Date:	07/18/1994
Location Status:	Close
Location Type:	Commercial
Facility Status:	INACTIVE

C12 **EXPRESS OIL CHANGE** **LUST** **U001478899**
North **5083 OLD NATIONAL HWY** **UST** **N/A**
1/4-1/2 **COLLEGE PARK, GA** **Financial Assurance**
0.332 mi.
1754 ft. **Site 1 of 2 in cluster C**

Relative:
Higher

Actual:
1031 ft.

LUST:

Name:	EXPRESS OIL CHANGE
Address:	5083 OLD NATIONAL HWY
City,State,Zip:	COLLEGE PARK, GA 30349
Facility ID:	00601285
Leak ID:	Not reported
Description:	Not reported
Cleanup Status:	NFA - No Further Action
Date Received:	02/08/1993
Project Officer:	EPD Migration
Project Name:	UST - 1 - EXPRESS OIL CHANGE
Site Code Description:	Owner/Operator funded site
No Further Action Date:	10/18/1994

Name:	EXPRESS OIL CHANGE
Address:	5083 OLD NATIONAL HWY
City,State,Zip:	COLLEGE PARK, GA 30349
Facility ID:	00601285
Leak ID:	Not reported
Description:	Not reported
Cleanup Status:	NFA - No Further Action
Date Received:	08/23/2001
Project Officer:	EPD Migration
Project Name:	UST - 2 - EXPRESS OIL CHANGE
Site Code Description:	Potential GUST trust fund reimbursement site
No Further Action Date:	10/11/2001

Facility:

Name:	EXPRESS OIL CHANGE
Address:	5083 OLD NATIONAL HWY

EXPRESS OIL CHANGE (Continued) **U001478899**

City,State,Zip:	COLLEGE PARK, GA
Facility Id:	601285
Facility Status:	Inactive
Facility Type:	Commercial
District:	Not reported
Owner Name:	EXPRESS OIL CHANGE INC
Contact ID:	Not reported
Owner Address:	513 LAKE COLONY DR
Owner City:	BIRMINGHAM
Owner State:	GA
Owner Zip:	35242
Owner Telephone:	205 9195980

Tank:

Tank ID:	1
Tank Status:	Closed in Ground
Tank Material:	Cathodically Protected Steel
Pipe Type:	Suction (American)
Tank Overfill Type:	Not reported
Install Date:	04/20/1982
Facility ID:	601285
Status Date:	Not reported
Product:	Used Oil
Pipe Material:	Cathodically Protected
Overfill Protection:	True
Overfill Installed:	Not reported
Tank Exempt From Spill:	True
Date Spill Device Installed:	10/07/1993
Tank Capacity:	560

Tank ID:	2
Tank Status:	Closed in Ground
Tank Material:	Cathodically Protected Steel
Pipe Type:	Suction (American)
Tank Overfill Type:	Not reported
Install Date:	04/20/1982
Facility ID:	601285
Status Date:	Not reported
Product:	Other
Pipe Material:	Cathodically Protected
Overfill Protection:	Not reported
Overfill Installed:	Not reported
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	10/07/1993
Tank Capacity:	560

Tank ID:	3
Tank Status:	Closed in Ground
Tank Material:	Cathodically Protected Steel
Pipe Type:	Suction (American)
Tank Overfill Type:	Not reported
Install Date:	04/20/1982
Facility ID:	601285
Status Date:	Not reported
Product:	Other
Pipe Material:	Cathodically Protected
Overfill Protection:	Not reported
Overfill Installed:	Not reported

EXPRESS OIL CHANGE (Continued) **U001478899**

Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	10/07/1993
Tank Capacity:	560
Tank ID:	4
Tank Status:	Closed in Ground
Tank Material:	Bare Steel
Pipe Type:	Gravity Fed
Tank Overfill Type:	Not reported
Install Date:	05/08/1985
Facility ID:	601285
Status Date:	Not reported
Product:	Used Oil
Pipe Material:	Galvanized Steel
Overfill Protection:	True
Overfill Installed:	Not reported
Tank Exempt From Spill:	True
Date Spill Device Installed:	10/07/1993
Tank Capacity:	560

GA Financial Assurance 1:

Region:	1
Facility ID:	601285
Financial Responsiblity:	G.U.S.T. Trust Fund
Location Start Date:	05/08/1986
Location End Date:	Not reported
Location Status:	Close
Location Type:	Commercial
Facility Status:	INACTIVE

C13 **EXXON FOOD STORE** **LUST** **U003002475**
North **5084 OLD NATIONAL HWY** **UST** **N/A**
1/4-1/2 **COLLEGE PARK, GA** **Financial Assurance**
0.338 mi.
1782 ft. **Site 2 of 2 in cluster C**

Relative:
Higher

Actual:
1031 ft.

LUST:

Name:	EXXON FOOD STORE
Address:	5084 OLD NATIONAL HWY
City,State,Zip:	COLLEGE PARK, GA 30349
Facility ID:	00601316
Leak ID:	Not reported
Description:	Not reported
Cleanup Status:	NFA -Monitoring Only (MNA)
Date Received:	08/21/2002
Project Officer:	Calvin Jones
Project Name:	UST - 1 - EXXON FOOD STORE
Site Code Description:	Owner/Operator funded site
No Further Action Date:	06/21/2006

Facility:

Name:	EXXON FOOD STORE
Address:	5084 OLD NATIONAL HWY
City,State,Zip:	COLLEGE PARK, GA
Facility Id:	601316
Facility Status:	Active

EXXON FOOD STORE (Continued) **U003002475**

Facility Type:	Gas Station
District:	Not reported
Owner Name:	Majors Management LLC
Contact ID:	Not reported
Owner Address:	760 Brisco Blvd.
Owner City:	Lawrenceville
Owner State:	GA
Owner Zip:	30046
Owner Telephone:	770 6857300

Tank:

Tank ID:	1
Tank Status:	Currently in Use
Tank Material:	Fiberglass
Pipe Type:	Pressurized
Tank Overfill Type:	Ball Float
Install Date:	05/10/1979
Facility ID:	601316
Status Date:	Not reported
Product:	Regular
Pipe Material:	Double-Walled Fiberglass
Overfill Protection:	False
Overfill Installed:	01/01/1987
Tank Exempt From Spill:	False
Date Spill Device Installed:	01/01/1987
Tank Capacity:	10000

Tank ID:	2
Tank Status:	Currently in Use
Tank Material:	Fiberglass
Pipe Type:	Pressurized
Tank Overfill Type:	Ball Float
Install Date:	05/10/1979
Facility ID:	601316
Status Date:	Not reported
Product:	Plus
Pipe Material:	Double-Walled Fiberglass
Overfill Protection:	False
Overfill Installed:	01/01/1987
Tank Exempt From Spill:	False
Date Spill Device Installed:	01/01/1987
Tank Capacity:	8000

Tank ID:	3
Tank Status:	Currently in Use
Tank Material:	Fiberglass
Pipe Type:	Pressurized
Tank Overfill Type:	Ball Float
Install Date:	05/10/1979
Facility ID:	601316
Status Date:	Not reported
Product:	Premium
Pipe Material:	Double-Walled Fiberglass
Overfill Protection:	False
Overfill Installed:	01/01/1987
Tank Exempt From Spill:	False
Date Spill Device Installed:	01/01/1987
Tank Capacity:	8000

EXXON FOOD STORE (Continued) **U003002475**

Tank ID:	4
Tank Status:	Currently in Use
Tank Material:	Fiberglass
Pipe Type:	Pressurized
Tank Overfill Type:	Ball Float
Install Date:	05/10/1979
Facility ID:	601316
Status Date:	Not reported
Product:	Diesel
Pipe Material:	Double-Walled Fiberglass
Overfill Protection:	False
Overfill Installed:	01/01/1987
Tank Exempt From Spill:	False
Date Spill Device Installed:	01/01/1987
Tank Capacity:	6000

GA Financial Assurance 1:

Region:	1
Facility ID:	601316
Financial Responsiblity:	Insurance
Location Start Date:	05/08/1986
Location End Date:	Not reported
Location Status:	Active
Location Type:	Gas Station
Facility Status:	ACTIVE

14
NE
1/4-1/2
0.387 mi.
2045 ft.

US POSTAL SERVICE **LUST** **U001491506**
2385 GODBY RD **UST** **N/A**
COLLEGE PARK, GA **Financial Assurance**

Relative: Higher

Actual: 1016 ft.

LUST:

Name:	US POSTAL SERVICE
Address:	2385 GODBY RD
City,State,Zip:	COLLEGE PARK, GA 30349
Facility ID:	09060225
Leak ID:	Not reported
Description:	Not reported
Cleanup Status:	NFA - Clean Closure
Date Received:	Not reported
Project Officer:	William Logan
Project Name:	UST - CLOSURE - US POSTAL SERVICE
Site Code Description:	Owner/Operator funded site
No Further Action Date:	05/01/1998

Facility:

Name:	US POSTAL SERVICE
Address:	2385 GODBY RD
City,State,Zip:	COLLEGE PARK, GA
Facility Id:	9060225
Facility Status:	Inactive
Facility Type:	Federal Non-Military
District:	Not reported
Owner Name:	UNITED STATES POSTAL SERVICE
Contact ID:	Not reported

US POSTAL SERVICE (Continued) **U001491506**

Owner Address: 400 DEKALB TECH PKWY/STE 3000
Owner City: ATLANTA
Owner State: GA
Owner Zip: 30340
Owner Telephone: 404 4540630

Tank:
Tank ID: 1
Tank Status: Removed from Ground
Tank Material: Fiberglass
Pipe Type: Pressurized
Tank Overfill Type: Not reported
Install Date: 08/12/1997
Facility ID: 9060225
Status Date: Not reported
Product: Gas (Historical Use)
Pipe Material: Fiberglass Reinforced Plastic
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported
Tank Capacity: 10000

GA Financial Assurance 1:
Region: 1
Facility ID: 9060225
Financial Responsiblity: Self Insured
Location Start Date: 09/15/1989
Location End Date: 02/17/1998
Location Status: Close
Location Type: Federal Non-Military
Facility Status: INACTIVE

---

15 North 1/4-1/2 0.412 mi. 2174 ft.

TARGET STORE T-380
5025 OLD NATIONAL HWY
COLLEGE PARK, GA

LUST U001491501
UST N/A
Financial Assurance

Relative: Higher

Actual: 1027 ft.

LUST:
Name: TARGET STORE T-380
Address: 5025 OLD NATIONAL HWY
City,State,Zip: COLLEGE PARK, GA 30349
Facility ID: 09060220
Leak ID: Not reported
Description: Not reported
Cleanup Status: NFA - No Further Action
Date Received: 03/03/1999
Project Officer: William Logan
Project Name: UST - 1 - TARGET STORE T-380
Site Code Description: Owner/Operator funded site
No Further Action Date: 06/27/2002

Facility:
Name: TARGET STORE T-380
Address: 5025 OLD NATIONAL HWY

TARGET STORE T-380 (Continued) **U001491501**

City,State,Zip:	COLLEGE PARK, GA
Facility Id:	9060220
Facility Status:	Inactive
Facility Type:	Commercial
District:	Not reported
Owner Name:	TARGET STORES/DAYTON HUDSON STORE
Contact ID:	Not reported
Owner Address:	33 SOUTH SIXTH ST CC-20E
Owner City:	MINNEAPOLIS
Owner State:	GA
Owner Zip:	55440
Owner Telephone:	612 3706295

Tank:

Tank ID:	1
Tank Status:	Removed from Ground
Tank Material:	Bare Steel
Pipe Type:	Not reported
Tank Overfill Type:	Not reported
Install Date:	Not reported
Facility ID:	9060220
Status Date:	Not reported
Product:	Used Oil
Pipe Material:	Galvanized Steel
Overfill Protection:	True
Overfill Installed:	Not reported
Tank Exempt From Spill:	True
Date Spill Device Installed:	Not reported
Tank Capacity:	500

Tank ID:	2
Tank Status:	Removed from Ground
Tank Material:	Marked Unknown
Pipe Type:	Not reported
Tank Overfill Type:	Not reported
Install Date:	Not reported
Facility ID:	9060220
Status Date:	Not reported
Product:	Other
Pipe Material:	Unknown
Overfill Protection:	Not reported
Overfill Installed:	Not reported
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	Not reported
Tank Capacity:	10000

Tank ID:	3
Tank Status:	Removed from Ground
Tank Material:	Marked Unknown
Pipe Type:	Not reported
Tank Overfill Type:	Not reported
Install Date:	Not reported
Facility ID:	9060220
Status Date:	Not reported
Product:	Other
Pipe Material:	Unknown
Overfill Protection:	Not reported
Overfill Installed:	Not reported

TARGET STORE T-380 (Continued) **U001491501**

Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported
Tank Capacity: 10000

Tank ID: 4
Tank Status: Removed from Ground
Tank Material: Marked Unknown
Pipe Type: Not reported
Tank Overfill Type: Not reported
Install Date: Not reported
Facility ID: 9060220
Status Date: Not reported
Product: Other
Pipe Material: Unknown
Overfill Protection: Not reported
Overfill Installed: Not reported
Tank Exempt From Spill: Not reported
Date Spill Device Installed: Not reported
Tank Capacity: 10000

GA Financial Assurance 1:
Region: 1
Facility ID: 9060220
Financial Responsiblity: Not Marked
Location Start Date: 05/22/1989
Location End Date: 09/12/1996
Location Status: Close
Location Type: Commercial
Facility Status: INACTIVE

---

16 North 1/4-1/2 0.476 mi. 2513 ft.

TRICO V PETROLEUM INC #902
5022 OLD NATIONAL HWY
COLLEGE PARK, GA 30349

LUST **1006783996**
UST **N/A**
FINDS
Financial Assurance

Relative: Higher

Actual: 1030 ft.

LUST:
Name: PETROLEUM REALTY II LLC
Address: 5022 OLD NATIONAL HWY
City,State,Zip: COLLEGE PARK, GA 30349
Facility ID: 00601300
Leak ID: Not reported
Description: Not reported
Cleanup Status: NFA - Remediation Act Sys
Date Received: 01/23/1997
Project Officer: Ron Wallace
Project Name: UST - 1 - PETROLEUM REALTY II LLC
Site Code Description: Owner/Operator funded site
No Further Action Date: 10/03/2005

Name: PETROLEUM REALTY II LLC
Address: 5022 OLD NATIONAL HWY
City,State,Zip: COLLEGE PARK, GA 30349
Facility ID: 00601300
Leak ID: Not reported
Description: Not reported

TRICO V PETROLEUM INC #902 (Continued) **1006783996**

Cleanup Status:	NFA - Clean Closure
Date Received:	Not reported
Project Officer:	EPD Migration
Project Name:	UST - CLOSURE - PETROLEUM REALTY II LLC
Site Code Description:	Owner/Operator funded site
No Further Action Date:	02/04/1999

Name:	PETROLEUM REALTY II LLC
Address:	5022 OLD NATIONAL HWY
City,State,Zip:	COLLEGE PARK, GA 30349
Facility ID:	00601300
Leak ID:	Not reported
Description:	Not reported
Cleanup Status:	NFA -Monitoring Only (MNA)
Date Received:	03/29/2005
Project Officer:	Kent Hankinson
Project Name:	UST - 2 - PETROLEUM REALTY II LLC
Site Code Description:	Owner/Operator funded site
No Further Action Date:	01/04/2017

Facility:

Name:	PETROLEUM REALTY II LLC
Address:	5022 OLD NATIONAL HWY
City,State,Zip:	COLLEGE PARK, GA
Facility Id:	601300
Facility Status:	Active
Facility Type:	Gas Station
District:	Not reported
Owner Name:	Petroleum Realty
Contact ID:	Not reported
Owner Address:	801 Arthur Godfrey Rd
Owner City:	Miami Beach
Owner State:	FL
Owner Zip:	33140
Owner Telephone:	678 5225041

Tank:

Tank ID:	1
Tank Status:	Currently in Use
Tank Material:	Steel-Impressed Current
Pipe Type:	Pressurized
Tank Overfill Type:	Ball Float
Install Date:	05/09/1980
Facility ID:	601300
Status Date:	Not reported
Product:	Regular
Pipe Material:	Fiberglass Reinforced Plastic
Overfill Protection:	False
Overfill Installed:	01/01/1988
Tank Exempt From Spill:	False
Date Spill Device Installed:	01/01/1988
Tank Capacity:	12000

Tank ID:	2
Tank Status:	Currently in Use
Tank Material:	Steel-Impressed Current
Pipe Type:	Pressurized

TRICO V PETROLEUM INC #902 (Continued) **1006783996**

Tank Overfill Type:	Ball Float
Install Date:	05/09/1980
Facility ID:	601300
Status Date:	Not reported
Product:	Premium
Pipe Material:	Fiberglass Reinforced Plastic
Overfill Protection:	False
Overfill Installed:	01/01/1988
Tank Exempt From Spill:	False
Date Spill Device Installed:	01/01/1988
Tank Capacity:	12000

Tank ID:	3
Tank Status:	Currently in Use
Tank Material:	Steel-Impressed Current
Pipe Type:	Pressurized
Tank Overfill Type:	Ball Float
Install Date:	05/09/1980
Facility ID:	601300
Status Date:	Not reported
Product:	Regular
Pipe Material:	Fiberglass Reinforced Plastic
Overfill Protection:	False
Overfill Installed:	01/01/1988
Tank Exempt From Spill:	False
Date Spill Device Installed:	01/01/1988
Tank Capacity:	12000

Tank ID:	4
Tank Status:	Closed in Ground
Tank Material:	Not reported
Pipe Type:	Pressurized
Tank Overfill Type:	Not reported
Install Date:	05/09/1980
Facility ID:	601300
Status Date:	Not reported
Product:	Diesel
Pipe Material:	Fiberglass Reinforced Plastic
Overfill Protection:	False
Overfill Installed:	01/01/1988
Tank Exempt From Spill:	False
Date Spill Device Installed:	01/01/1988
Tank Capacity:	12000

FINDS:

Registry ID:	110013533809
Facility URL:	http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110013533809

Environmental Interest/Information System:

GEIMS (Geographic Environmental Information Management System) provides the EPA and Public a single point of access to core data for all facilities and sites regulated or monitored by the EPA and a single system for the reporting of all environmental data.

TRICO V PETROLEUM INC #902 (Continued) **1006783996**

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

GA Financial Assurance 1:

Region:	1
Facility ID:	601300
Financial Responsiblity:	Insurance
Location Start Date:	10/25/2011
Location End Date:	Not reported
Location Status:	Active
Location Type:	Gas Station
Facility Status:	ACTIVE

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17 **GEC GEORGIA LLC #523** **LUST** **1006780832**
North **5015 OLD NATIONAL HWY** **UST** **N/A**
1/4-1/2 **COLLEGE PARK, GA 30349** **FINDS**
0.477 mi. **Financial Assurance**
2517 ft.

Relative: **Higher**

Actual: **1013 ft.**

LUST:

Name:	GEC GEORGIA LLC #523
Address:	5015 OLD NATIONAL HWY
City,State,Zip:	COLLEGE PARK, GA 30349
Facility ID:	00600647
Leak ID:	Not reported
Description:	Not reported
Cleanup Status:	NFA - Remediation
Date Received:	11/17/1994
Project Officer:	June Li
Project Name:	UST - 1 - GEC GEORGIA LLC #523
Site Code Description:	Eligible GUST trust fund reimbursement site
No Further Action Date:	05/09/2006

Name:	GEC GEORGIA LLC #523
Address:	5015 OLD NATIONAL HWY
City,State,Zip:	COLLEGE PARK, GA 30349
Facility ID:	00600647
Leak ID:	Not reported
Description:	Not reported
Cleanup Status:	NFA - Remediation
Date Received:	06/03/1998
Project Officer:	June Li
Project Name:	UST - 2 - GEC GEORGIA LLC #523
Site Code Description:	Owner/Operator funded site
No Further Action Date:	05/09/2006

Facility:

Name:	GEC GEORGIA LLC #523
Address:	5015 OLD NATIONAL HWY
City,State,Zip:	COLLEGE PARK, GA
Facility Id:	600647
Facility Status:	Inactive
Facility Type:	Gas Station
District:	Not reported
Owner Name:	GEC ATLANTA LLC
Contact ID:	Not reported
Owner Address:	2760 NORTH UNIVERSITY DR

GEC GEORGIA LLC #523 (Continued) **1006780832**

Owner City:	HOLLYWOOD
Owner State:	FL
Owner Zip:	33024
Owner Telephone:	954 4998663

Tank:

Tank ID:	1
Tank Status:	Removed from Ground
Tank Material:	Fiberglass
Pipe Type:	Pressurized
Tank Overfill Type:	Not reported
Install Date:	04/11/1984
Facility ID:	600647
Status Date:	Not reported
Product:	Diesel
Pipe Material:	Fiberglass Reinforced Plastic
Overfill Protection:	Not reported
Overfill Installed:	12/01/1983
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	12/01/1983
Tank Capacity:	10000

Tank ID:	2
Tank Status:	Removed from Ground
Tank Material:	Fiberglass
Pipe Type:	Pressurized
Tank Overfill Type:	Not reported
Install Date:	04/13/1979
Facility ID:	600647
Status Date:	Not reported
Product:	Gas (Historical Use)
Pipe Material:	Fiberglass Reinforced Plastic
Overfill Protection:	Not reported
Overfill Installed:	Not reported
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	Not reported
Tank Capacity:	12000

Tank ID:	3
Tank Status:	Removed from Ground
Tank Material:	Fiberglass
Pipe Type:	Pressurized
Tank Overfill Type:	Not reported
Install Date:	04/13/1979
Facility ID:	600647
Status Date:	Not reported
Product:	Gas (Historical Use)
Pipe Material:	Fiberglass Reinforced Plastic
Overfill Protection:	Not reported
Overfill Installed:	Not reported
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	Not reported
Tank Capacity:	12000

Tank ID:	4
Tank Status:	Removed from Ground
Tank Material:	Fiberglass
Pipe Type:	Pressurized

GEC GEORGIA LLC #523 (Continued) **1006780832**

Tank Overfill Type:	Not reported
Install Date:	04/13/1979
Facility ID:	600647
Status Date:	Not reported
Product:	Gas (Historical Use)
Pipe Material:	Fiberglass Reinforced Plastic
Overfill Protection:	Not reported
Overfill Installed:	Not reported
Tank Exempt From Spill:	Not reported
Date Spill Device Installed:	Not reported
Tank Capacity:	12000

Payment:

Facility ID:	600647
Obligation Date:	02/24/1999
Obligation Amount:	$55,337.00
Payment date:	Not reported
Request Amount:	$0.00
Check Amount:	$0.00
Comments:	OBLIGATION FOR A CAA
Date Sent to Accounting:	Not reported
Task Number:	99-706

Facility ID:	600647
Obligation Date:	Not reported
Obligation Amount:	$0.00
Payment date:	04/08/1999
Request Amount:	$42,286.67
Check Amount:	$17,646.17
Comments:	APP #1; $20K DED
Date Sent to Accounting:	Not reported
Task Number:	99-706

Facility ID:	600647
Obligation Date:	08/30/2006
Obligation Amount:	$30,529.00
Payment date:	Not reported
Request Amount:	$0.00
Check Amount:	$0.00
Comments:	To obligate funds under B CAA.
Date Sent to Accounting:	Not reported
Task Number:	06-2587

Facility ID:	600647
Obligation Date:	02/04/2013
Obligation Amount:	($37,690.83)
Payment date:	Not reported
Request Amount:	$0.00
Check Amount:	$0.00
Comments:	Deobligation & Termination of A CAA: B CAA executed and payments initiated.
Date Sent to Accounting:	Not reported
Task Number:	99-706

Facility ID:	600647
Obligation Date:	Not reported
Obligation Amount:	$0.00

GEC GEORGIA LLC #523 (Continued) **1006780832**

Payment date:	02/14/2013
Request Amount:	$20,524.00
Check Amount:	$0.00
Comments:	App 1B; $0 paid, Forwarded to PO (JL) pending approval
Date Sent to Accounting:	Not reported
Task Number:	06-2587
Facility ID:	600647
Obligation Date:	06/10/2016
Obligation Amount:	($30,529.00)
Payment date:	Not reported
Request Amount:	$0.00
Check Amount:	$0.00
Comments:	Deobligation & Termination of B CAA: NFA received
Date Sent to Accounting:	Not reported
Task Number:	06-2587

FINDS:
Registry ID: 110013501941
Facility URL: http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110013501941

Environmental Interest/Information System:
GEIMS (Geographic Environmental Information Management System) provides the EPA and Public a single point of access to core data for all facilities and sites regulated or monitored by the EPA and a single system for the reporting of all environmental data.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

GA Financial Assurance 1:

Region:	1
Facility ID:	600647
Financial Responsiblity:	G.U.S.T. Trust Fund
Location Start Date:	04/13/2004
Location End Date:	12/09/2005
Location Status:	Close
Location Type:	Gas Station
Facility Status:	INACTIVE

18
NNE
1/2-1
0.936 mi.
4944 ft.

COCA-COLA COLLEGE PARK MANUFACTURING **GA NON-HSI** **S108469224**
2355 SULLIVAN ROAD **SPILLS** **N/A**
COLLEGE PARK, GA 30337 **NPDES**
TIER 2

Relative:
Higher

Actual:
1029 ft.

NON HSI:

Name:	COCA-COLA COLLEGE PARK MANUFACTURING
Address:	2355 SULLIVAN ROAD
City,State,Zip:	COLLEGE PARK, GA 30337
Latitude:	33.62555
Longitude:	84.467778
Ground Water Pathway Score:	8.13
On-Site Pathway Score:	0.00
Report Date:	07/05/2017
Additional Info:	Tax Parcel ID No.: 13 0036 LL 1414;13 0036 LL1448; 13 0036 LL1422; 13

COCA-COLA COLLEGE PARK MANUFACTURING (Continued) **S108469224**

Phone4:	Not reported	
Phone5:	Not reported	
Hazardous 1 least hazardous/4 most hazardous:		Not reported
Flammable 1 least flammable/4 most flammable:		Not reported
Reactive 1 least reactive/4 very reactive:		Not reported
Any characteristic over/above H F and R category:		Not reported
Year:	2010	
Substance Amount:	2000.0	
Units:	pounds	
Storage Type:	A	
Storage Pressure Code:	2	
Storage Temprature Code:	6	
Substance Location:	Top of Bui	
Substance Last Modified:	9/8/2011	

19
North
1/2-1
0.957 mi.
5053 ft.

DICKIES INDUSTRIAL SERVICES SITE (FORMER) **AUL** **S103224226**
2411 SULLIVAN ROAD **DEL SHWS** **N/A**
COLLEGE PARK, GA 30337

Relative:
Higher

Actual:
1018 ft.

AUL:

Name:	DICKIES INDUSTRIAL SERVICES, INC
Address:	2411 SULLIVAN RD
City,State,Zip:	COLLEGE PARK, GA
UEC Id Num:	10127
UEC Date:	7/16/2012
UEC Record Location:	Bk 51395 Pg 18
Tax Parcel Id Num:	13-0036-LL-146-3 & 13-0036-LL-135-6
Acreage:	1.51
Cap Date:	3/30/2011
Restrictive Codes:	NR,GW

DEL SHWS:

Name:	DICKIES INDUSTRIAL SERVICES SITE (FORMER)
Address:	2411 SULLIVAN ROAD
City,State,Zip:	COLLEGE PARK, GA 30337
Delist Date:	07/01/2013
HIS Id Number:	10127
Latidude:	33 37’ 32 " N
Longitude:	84 28 ’ 11 " W
Owner Name:	Not reported
Owner Address:	Not reported
Owner City:	Not reported
Owner State:	Not reported
Owner ZIP:	Not reported
Parcel ID:	Not reported
Cleanup Priority:	Not reported
Reg Sub:	Not reported
Last Known Property Owner NAME B:	Not reported
Last Known Property Owner ADDRESS B:	Not reported
Last Known Property Owner CITY B:	Not reported
Last Known Property Owner STATE B:	Not reported
Last Known Property Owner ZIP B:	Not reported
Last Known Property Owner NAME C:	Not reported
Last Known Property Owner ADDRESS C:	Not reported
Last Known Property Owner CITY C:	Not reported

DICKIES INDUSTRIAL SERVICES SITE (FORMER) (Continued) **S103224226**

Last Known Property Owner STATE C:	Not reported
Last Known Property Owner ZIP C:	Not reported
Last Known Property Owner NAME D:	Not reported
Last Known Property Owner ADDRESS D:	Not reported
Last Known Property Owner CITY D:	Not reported
Last Known Property Owner STATE D:	Not reported
Last Known Property Owner ZIP D:	Not reported
Status of Cleanup Activities:	Not reported
GA EPD Dir Determination Re Correction Action:	Not reported
RS Released/Threats to Health Env:	Not reported

20
NNE
1/2-1
0.978 mi.
5163 ft.

2319 SULLIVAN ROAD PROPERTY **GA NON-HSI** **S116297593**
2319 SULLIVAN ROAD **N/A**
COLLEGE PARK, GA 30337

Relative:
Higher

Actual:
1028 ft.

NON HSI:

Name:	2319 SULLIVAN ROAD PROPERTY
Address:	2319 SULLIVAN ROAD
City,State,Zip:	COLLEGE PARK, GA 30337
Latitude:	33.62583
Longitude:	84.465000
Ground Water Pathway Score:	6.50
On-Site Pathway Score:	12.60
Report Date:	01/10/2014
Additional Info:	Not reported
Contamination:	tetrachloroethene

Count: 3 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
ATLANTA	1009365714	OLD WHEAT STREET GARAGE C	271 OLD WHEAT NE		EDR Hist Auto
COLLEGE PARK	S116496000	MASTER CLEANERS	5855 A OLD NATIONAL HIGHWZY	30349	DRYCLEANERS
FULTON COUNTY	S119970827	C.W. MATTHEWS	OLD ATLANTA ROAD		SPILLS

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 01/30/2020
Date Data Arrived at EDR: 02/05/2020
Date Made Active in Reports: 02/14/2020
Number of Days to Update: 9

Source: EPA
Telephone: N/A
Last EDR Contact: 03/04/2020
Next Scheduled EDR Contact: 04/13/2020
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 3
Telephone 215-814-5418

EPA Region 4
Telephone 404-562-8033

EPA Region 5
Telephone 312-886-6686

EPA Region 10
Telephone 206-553-8665

EPA Region 6
Telephone: 214-655-6659

EPA Region 7
Telephone: 913-551-7247

EPA Region 8
Telephone: 303-312-6774

EPA Region 9
Telephone: 415-947-4246

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 01/30/2020
Date Data Arrived at EDR: 02/05/2020
Date Made Active in Reports: 02/14/2020
Number of Days to Update: 9

Source: EPA
Telephone: N/A
Last EDR Contact: 03/04/2020
Next Scheduled EDR Contact: 04/13/2020
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 01/30/2020
Date Data Arrived at EDR: 02/05/2020
Date Made Active in Reports: 02/14/2020
Number of Days to Update: 9

Source: EPA
Telephone: N/A
Last EDR Contact: 03/04/2020
Next Scheduled EDR Contact: 04/13/2020
Data Release Frequency: Quarterly

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 04/03/2019
Date Data Arrived at EDR: 04/05/2019
Date Made Active in Reports: 05/14/2019
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 04/05/2019
Next Scheduled EDR Contact: 04/13/2020
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 01/30/2020
Date Data Arrived at EDR: 02/05/2020
Date Made Active in Reports: 02/14/2020
Number of Days to Update: 9

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 02/05/2020
Next Scheduled EDR Contact: 04/27/2020
Data Release Frequency: Quarterly

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 01/30/2020
Date Data Arrived at EDR: 02/05/2020
Date Made Active in Reports: 02/14/2020
Number of Days to Update: 9

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 03/04/2020
Next Scheduled EDR Contact: 04/27/2020
Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 12/16/2019
Date Data Arrived at EDR: 12/16/2019
Date Made Active in Reports: 12/20/2019
Number of Days to Update: 4

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 02/27/2020
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 12/16/2019
Date Data Arrived at EDR: 12/16/2019
Date Made Active in Reports: 12/20/2019
Number of Days to Update: 4

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 02/27/2020
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 12/16/2019
Date Data Arrived at EDR: 12/16/2019
Date Made Active in Reports: 12/20/2019
Number of Days to Update: 4

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 02/27/2020
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 12/16/2019
Date Data Arrived at EDR: 12/16/2019
Date Made Active in Reports: 12/20/2019
Number of Days to Update: 4

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 02/27/2020
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Quarterly

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 12/16/2019
Date Data Arrived at EDR: 12/16/2019
Date Made Active in Reports: 12/20/2019
Number of Days to Update: 4

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 02/27/2020
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 11/04/2019
Date Data Arrived at EDR: 11/13/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 76

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 02/10/2020
Next Scheduled EDR Contact: 05/25/2020
Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 11/22/2019
Date Data Arrived at EDR: 11/22/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 67

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 02/20/2020
Next Scheduled EDR Contact: 06/08/2020
Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 11/22/2019
Date Data Arrived at EDR: 11/22/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 67

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 02/20/2020
Next Scheduled EDR Contact: 06/08/2020
Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 12/16/2019
Date Data Arrived at EDR: 12/19/2019
Date Made Active in Reports: 03/06/2020
Number of Days to Update: 78

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 12/19/2019
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Quarterly

State- and tribal - equivalent CERCLIS

SHWS: Hazardous Site Inventory

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 07/01/2019
Date Data Arrived at EDR: 07/02/2019
Date Made Active in Reports: 08/26/2019
Number of Days to Update: 55

Source: Department of Environmental Protection
Telephone: 404-657-8600
Last EDR Contact: 12/17/2019
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Annually

NON HSI: Non-Hazardous Site Inventory

This list was obtained by EDR in 1998 and contains property listings that have reported contamination of soil or groundwater under the Georgia Hazardous Site Response Act (HSRA). These sites were not placed on the Georgia Priority list (Hazardous Site Inventory or HSI) because their hazard evaluation scores did not exceed the threshold levels established for sites posing an imminent threat to health or the environment. Disclaimer provided by Rindt-McDuff Associates - the database information has been obtained from publicly available sources produced by other entities. While reasonable steps have been taken to insure the accuracy of the data, RMA does not guarantee the accuracy of the data. No claim is made for the actual existence of pollution at any site. This data does not constitute a legal opinion.

Date of Government Version: 09/30/2019
Date Data Arrived at EDR: 10/22/2019
Date Made Active in Reports: 01/02/2020
Number of Days to Update: 72

Source: Rindt-McDuff Associates, Inc.
Telephone: N/A
Last EDR Contact: 01/06/2020
Next Scheduled EDR Contact: 04/20/2020
Data Release Frequency: Annually

State and tribal landfill and/or solid waste disposal site lists

SWF/LF: Solid Waste Disposal Facilities

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 10/11/2018
Date Data Arrived at EDR: 01/10/2019
Date Made Active in Reports: 04/10/2019
Number of Days to Update: 90

Source: Department of Natural Resources
Telephone: 404-362-2696
Source: Center for GIS, Georgia Institute of Technology
Telephone: 404-385-0900
Last EDR Contact: 02/01/2020
Next Scheduled EDR Contact: 05/11/2020
Data Release Frequency: Semi-Annually

State and tribal leaking storage tank lists

LUST: List of Leaking Underground Storage Tanks
Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 10/02/2019
Date Data Arrived at EDR: 12/10/2019
Date Made Active in Reports: 02/18/2020
Number of Days to Update: 70
Source: Environmental Protection Division
Telephone: 404-362-2687
Last EDR Contact: 12/10/2019
Next Scheduled EDR Contact: 03/23/2020
Data Release Frequency: Quarterly

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 10/10/2019
Date Data Arrived at EDR: 12/05/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 67
Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 10/04/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 02/27/2020
Number of Days to Update: 85
Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 10/11/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 68
Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 10/03/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 02/14/2020
Number of Days to Update: 72
Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 10/01/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 68
Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 10/02/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 68
Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 10/01/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 68
Source: EPA, Region 5
Telephone: 312-886-7439
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 10/15/2019
Date Data Arrived at EDR: 12/17/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 55
Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 12/16/2019
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing
A listing of all FEMA owned underground storage tanks.

Date of Government Version: 08/27/2019
Date Data Arrived at EDR: 08/28/2019
Date Made Active in Reports: 11/11/2019
Number of Days to Update: 75
Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 01/21/2020
Next Scheduled EDR Contact: 04/20/2020
Data Release Frequency: Varies

UST: Underground Storage Tank Database
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 10/02/2019
Date Data Arrived at EDR: 12/10/2019
Date Made Active in Reports: 02/18/2020
Number of Days to Update: 70
Source: Environmental Protection Division
Telephone: 404-362-2687
Last EDR Contact: 12/10/2019
Next Scheduled EDR Contact: 03/23/2020
Data Release Frequency: Annually

AST: Above Ground Storage Tanks
A listing of LP gas tank site locations.

Date of Government Version: 06/04/2012
Date Data Arrived at EDR: 06/05/2012
Date Made Active in Reports: 06/14/2012
Number of Days to Update: 9
Source: Office of Insurance & Safety Fire Commissioner
Telephone: 404-656-5875
Last EDR Contact: 02/14/2020
Next Scheduled EDR Contact: 06/01/2020
Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 10/01/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 68
Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 10/04/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 02/27/2020
Number of Days to Update: 85

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 10/11/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 68

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 10/03/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 02/14/2020
Number of Days to Update: 72

Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 10/11/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 68

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 10/02/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 68

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 10/01/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 68

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 10/10/2019
Date Data Arrived at EDR: 12/05/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 67
Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

State and tribal institutional control / engineering control registries

AUL: Uniform Environmental Covenants
A list of environmental covenants

Date of Government Version: 06/29/2019
Date Data Arrived at EDR: 08/06/2019
Date Made Active in Reports: 10/11/2019
Number of Days to Update: 66
Source: Department of Natural Resources
Telephone: 404-657-8600
Last EDR Contact: 02/07/2020
Next Scheduled EDR Contact: 05/18/2020
Data Release Frequency: Varies

INST CONTROL: Public Record List
Sites on the Public Record Listing that have institutional controls or limitations on use are sites with Risk Reduction Standards of 3, 4, and 5.

Date of Government Version: 11/04/2019
Date Data Arrived at EDR: 11/05/2019
Date Made Active in Reports: 01/09/2020
Number of Days to Update: 65
Source: Department of Natural Resources
Telephone: 404-657-8600
Last EDR Contact: 02/04/2020
Next Scheduled EDR Contact: 05/18/2020
Data Release Frequency: Varies

State and tribal voluntary cleanup sites

INDIAN VCP R1: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142
Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 12/17/2019
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Varies

VCP: Voluntary Cleanup Program site
Georgia's Voluntary Remediation Program Act was created to encourage voluntary investigation and remediation of contaminated properties.

Date of Government Version: 06/26/2019
Date Data Arrived at EDR: 08/27/2019
Date Made Active in Reports: 10/28/2019
Number of Days to Update: 62
Source: DNR
Telephone: 404-657-8600
Last EDR Contact: 03/05/2020
Next Scheduled EDR Contact: 06/08/2020
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng
A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27
Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 04/20/2009
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

State and tribal Brownfields sites

BROWNFIELDS: Brownfields Public Record List

The Brownfields Public Record lists properties where response actions under the Georgia Hazardous Site Reuse and Redevelopment Act are planned, ongoing or completed.

Date of Government Version: 11/04/2019
Date Data Arrived at EDR: 11/05/2019
Date Made Active in Reports: 01/09/2020
Number of Days to Update: 65

Source: Department of Natural Resources
Telephone: 404-657-8600
Last EDR Contact: 02/04/2020
Next Scheduled EDR Contact: 05/18/2020
Data Release Frequency: Varies

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 12/02/2019
Date Data Arrived at EDR: 12/16/2019
Date Made Active in Reports: 03/06/2020
Number of Days to Update: 81

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 12/16/2019
Next Scheduled EDR Contact: 03/30/2020
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY: Recycling Center Listing

A listing of recycling facility locations.

Date of Government Version: 12/17/2019
Date Data Arrived at EDR: 12/18/2019
Date Made Active in Reports: 02/18/2020
Number of Days to Update: 62

Source: Department of Community Affairs
Telephone: 404-679-1598
Last EDR Contact: 12/17/2019
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Varies

HIST LF: Historical Landfills

Landfills that were closed many years ago.

Date of Government Version: 01/15/2003
Date Data Arrived at EDR: 01/20/2004
Date Made Active in Reports: 02/06/2004
Number of Days to Update: 17

Source: Department of Natural Resources
Telephone: 404-362-2696
Last EDR Contact: 01/20/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 01/27/2020
Next Scheduled EDR Contact: 05/11/2020
Data Release Frequency: Varies

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations
A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137
Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 01/17/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: No Update Planned

ODI: Open Dump Inventory
An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39
Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land
A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176
Source: Department of Health & Human Serivces, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 01/31/2020
Next Scheduled EDR Contact: 05/11/2020
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register
A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 06/11/2019
Date Data Arrived at EDR: 06/13/2019
Date Made Active in Reports: 09/03/2019
Number of Days to Update: 82
Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 02/21/2020
Next Scheduled EDR Contact: 06/08/2020
Data Release Frequency: No Update Planned

CDL: Clandestine Drug Labs
A listing of clandestine drug lab site locations in the state.

Date of Government Version: 06/02/2016
Date Data Arrived at EDR: 06/13/2016
Date Made Active in Reports: 08/15/2016
Number of Days to Update: 63
Source: Georgia Bureau of Investigation
Telephone: 404-244-2639
Last EDR Contact: 02/24/2020
Next Scheduled EDR Contact: 05/25/2020
Data Release Frequency: Varies

DEL SHWS: Delisted Hazardous Site Inventory Listing
A listing of sites delisted from the Hazardous Site Inventory.

Date of Government Version: 07/01/2019
Date Data Arrived at EDR: 07/02/2019
Date Made Active in Reports: 08/26/2019
Number of Days to Update: 55
Source: Department of Natural Resources
Telephone: 404-657-8636
Last EDR Contact: 12/17/2019
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Annually

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 06/11/2019
Date Data Arrived at EDR: 06/13/2019
Date Made Active in Reports: 09/03/2019
Number of Days to Update: 82

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 02/21/2020
Next Scheduled EDR Contact: 06/08/2020
Data Release Frequency: Quarterly

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 01/30/2020
Date Data Arrived at EDR: 02/05/2020
Date Made Active in Reports: 02/14/2020
Number of Days to Update: 9

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 03/05/2020
Next Scheduled EDR Contact: 04/13/2020
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 12/05/2019
Date Data Arrived at EDR: 12/06/2019
Date Made Active in Reports: 02/14/2020
Number of Days to Update: 70

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 12/06/2019
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Quarterly

SPILLS: Spills Information

Oil or Hazardous Material Spills or Releases.

Date of Government Version: 10/18/2019
Date Data Arrived at EDR: 10/22/2019
Date Made Active in Reports: 01/07/2020
Number of Days to Update: 77

Source: Department of Natural Resources
Telephone: 770-387-4900
Last EDR Contact: 01/06/2020
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Quarterly

SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 10/04/2012
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 02/11/2013
Number of Days to Update: 39

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 12/16/2019
Date Data Arrived at EDR: 12/16/2019
Date Made Active in Reports: 12/20/2019
Number of Days to Update: 4

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 02/27/2020
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 11/12/2019
Date Data Arrived at EDR: 11/19/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 70

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 02/19/2020
Next Scheduled EDR Contact: 06/01/2020
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 01/10/2020
Next Scheduled EDR Contact: 04/20/2020
Data Release Frequency: Semi-Annually

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018
Date Data Arrived at EDR: 04/11/2018
Date Made Active in Reports: 11/06/2019
Number of Days to Update: 574

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 01/09/2020
Next Scheduled EDR Contact: 04/20/2020
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017
Date Data Arrived at EDR: 02/03/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 63

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 02/13/2020
Next Scheduled EDR Contact: 05/25/2020
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 12/16/2019
Date Data Arrived at EDR: 12/19/2019
Date Made Active in Reports: 02/27/2020
Number of Days to Update: 70

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 12/19/2019
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 02/03/2020
Next Scheduled EDR Contact: 05/18/2020
Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 05/08/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 02/07/2020
Next Scheduled EDR Contact: 05/18/2020
Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 06/21/2017
Date Made Active in Reports: 01/05/2018
Number of Days to Update: 198

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 12/20/2019
Next Scheduled EDR Contact: 03/30/2020
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 11/16/2018
Date Made Active in Reports: 11/21/2019
Number of Days to Update: 370

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 02/05/2020
Next Scheduled EDR Contact: 06/01/2020
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 05/01/2019
Date Data Arrived at EDR: 10/23/2019
Date Made Active in Reports: 01/15/2020
Number of Days to Update: 84

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 01/24/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 01/30/2020
Date Data Arrived at EDR: 02/05/2020
Date Made Active in Reports: 02/14/2020
Number of Days to Update: 9

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 03/04/2020
Next Scheduled EDR Contact: 06/15/2020
Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 04/25/2019
Date Data Arrived at EDR: 05/02/2019
Date Made Active in Reports: 05/23/2019
Number of Days to Update: 21

Source: Environmental Protection Agency
Telephone: 202-564-8600
Last EDR Contact: 01/21/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 01/30/2020
Date Data Arrived at EDR: 02/06/2020
Date Made Active in Reports: 02/14/2020
Number of Days to Update: 8

Source: EPA
Telephone: 202-564-6023
Last EDR Contact: 03/04/2020
Next Scheduled EDR Contact: 05/18/2020
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 10/09/2019
Date Data Arrived at EDR: 10/11/2019
Date Made Active in Reports: 12/20/2019
Number of Days to Update: 70

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 01/10/2020
Next Scheduled EDR Contact: 04/20/2020
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016
Date Data Arrived at EDR: 11/23/2016
Date Made Active in Reports: 02/10/2017
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 01/06/2020
Next Scheduled EDR Contact: 04/20/2020
Data Release Frequency: Quarterly

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 10/25/2019
Date Data Arrived at EDR: 10/25/2019
Date Made Active in Reports: 01/15/2020
Number of Days to Update: 82

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 01/21/2020
Next Scheduled EDR Contact: 05/04/2020
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 01/15/2020
Number of Days to Update: 42

Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 03/06/2020
Next Scheduled EDR Contact: 06/15/2020
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 11/11/2019
Number of Days to Update: 251
Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 02/27/2020
Next Scheduled EDR Contact: 06/15/2020
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019
Date Data Arrived at EDR: 11/06/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 96
Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 02/07/2020
Next Scheduled EDR Contact: 05/18/2020
Data Release Frequency: Varies

RADINFO: Radiation Information Database
The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/01/2019
Date Data Arrived at EDR: 07/01/2019
Date Made Active in Reports: 09/23/2019
Number of Days to Update: 84
Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 12/20/2019
Next Scheduled EDR Contact: 04/13/2020
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing
A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40
Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing
A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40
Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data
Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 10/01/2019
Date Data Arrived at EDR: 10/29/2019
Date Made Active in Reports: 01/15/2020
Number of Days to Update: 78
Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 01/28/2020
Next Scheduled EDR Contact: 05/11/2020
Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2019
Date Data Arrived at EDR: 01/17/2020
Date Made Active in Reports: 03/06/2020
Number of Days to Update: 49

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 01/06/2020
Next Scheduled EDR Contact: 04/20/2020
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2015
Date Data Arrived at EDR: 02/22/2017
Date Made Active in Reports: 09/28/2017
Number of Days to Update: 218

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 02/27/2020
Next Scheduled EDR Contact: 04/06/2020
Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/14/2015
Date Made Active in Reports: 01/10/2017
Number of Days to Update: 546

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 01/07/2020
Next Scheduled EDR Contact: 04/20/2020
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 08/08/2017
Date Data Arrived at EDR: 09/11/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 3

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 01/31/2020
Next Scheduled EDR Contact: 05/18/2020
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019
Date Data Arrived at EDR: 11/15/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 74

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 02/21/2020
Next Scheduled EDR Contact: 06/01/2020
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 01/30/2020
Date Data Arrived at EDR: 02/05/2020
Date Made Active in Reports: 02/14/2020
Number of Days to Update: 9

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 03/04/2020
Next Scheduled EDR Contact: 04/13/2020
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites
A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36
Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)
The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100
Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data
A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100
Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File
Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 11/06/2019
Date Data Arrived at EDR: 11/25/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 64
Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 02/25/2020
Next Scheduled EDR Contact: 06/08/2020
Data Release Frequency: Semi-Annually

MINES VIOLATIONS: MSHA Violation Assessment Data
Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 12/03/2019
Date Data Arrived at EDR: 12/03/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 56
Source: DOL, Mine Safety & Health Admi
Telephone: 202-693-9424
Last EDR Contact: 03/02/2020
Next Scheduled EDR Contact: 06/15/2020
Data Release Frequency: Quarterly

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing
This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 12/05/2005
Date Data Arrived at EDR: 02/29/2008
Date Made Active in Reports: 04/18/2008
Number of Days to Update: 49
Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 02/28/2020
Next Scheduled EDR Contact: 06/08/2020
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 02/28/2020
Next Scheduled EDR Contact: 06/08/2020
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 12/09/2019
Date Data Arrived at EDR: 12/11/2019
Date Made Active in Reports: 02/27/2020
Number of Days to Update: 78

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 03/05/2020
Next Scheduled EDR Contact: 06/22/2020
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 11/22/2019
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 03/02/2020
Number of Days to Update: 89

Source: EPA
Telephone: (404) 562-9900
Last EDR Contact: 03/03/2020
Next Scheduled EDR Contact: 06/15/2020
Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 01/17/2019
Date Made Active in Reports: 04/01/2019
Number of Days to Update: 74

Source: Department of Defense
Telephone: 703-704-1564
Last EDR Contact: 01/13/2020
Next Scheduled EDR Contact: 04/27/2020
Data Release Frequency: Varies

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/31/2018
Date Data Arrived at EDR: 07/26/2018
Date Made Active in Reports: 10/05/2018
Number of Days to Update: 71

Source: Environmental Protection Agency
Telephone: 202-564-0527
Last EDR Contact: 02/21/2020
Next Scheduled EDR Contact: 06/08/2020
Data Release Frequency: Varies

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 01/05/2020
Date Data Arrived at EDR: 01/07/2020
Date Made Active in Reports: 03/06/2020
Number of Days to Update: 59
Source: Environmental Protection Agency
Telephone: 202-564-2280
Last EDR Contact: 01/07/2020
Next Scheduled EDR Contact: 04/20/2020
Data Release Frequency: Quarterly

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 11/18/2019
Date Data Arrived at EDR: 11/19/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 70
Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 02/19/2020
Next Scheduled EDR Contact: 06/01/2020
Data Release Frequency: Quarterly

AIRS: Permitted Facility & Emissions Listing

A listing of permitted Air facilities and emissions data.

Date of Government Version: 09/18/2019
Date Data Arrived at EDR: 10/30/2019
Date Made Active in Reports: 01/09/2020
Number of Days to Update: 71
Source: Department of Natural Resources
Telephone: 404-363-7000
Last EDR Contact: 01/27/2020
Next Scheduled EDR Contact: 06/01/2020
Data Release Frequency: Varies

COAL ASH: Coal Ash Disposal Site Listing

A listing of coal ash landfills.

Date of Government Version: 08/01/2014
Date Data Arrived at EDR: 08/05/2014
Date Made Active in Reports: 09/02/2014
Number of Days to Update: 28
Source: Department of Natural Resources
Telephone: 404-362-2537
Last EDR Contact: 02/07/2020
Next Scheduled EDR Contact: 05/11/2020
Data Release Frequency: Varies

DRYCLEANERS: Drycleaner Database

A list of drycleaners in the state. The listing includes drycleaner facilities, that use perchloroethylene, that responded to the Notification of Compliance Status forms. It also includes those businesses that are pick-up stores only and do not conduct dry cleaning on site.

Date of Government Version: 11/01/2019
Date Data Arrived at EDR: 11/01/2019
Date Made Active in Reports: 01/09/2020
Number of Days to Update: 69
Source: Department of Natural Resources
Telephone: 404-363-7000
Last EDR Contact: 01/31/2020
Next Scheduled EDR Contact: 05/18/2020
Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing

A listing of financial assurance information for underground storage tank facilities.

Date of Government Version: 05/29/2019
Date Data Arrived at EDR: 06/12/2019
Date Made Active in Reports: 08/05/2019
Number of Days to Update: 54
Source: Department of Natural Resources
Telephone: 404-362-4892
Last EDR Contact: 02/13/2020
Next Scheduled EDR Contact: 03/23/2020
Data Release Frequency: Varies

Financial Assurance 2: Financial Assurance Information Listing

Financial assurance information listing for solid waste facilities.

Date of Government Version: 07/08/2019
Date Data Arrived at EDR: 07/09/2019
Date Made Active in Reports: 08/26/2019
Number of Days to Update: 48
Source: Department of Natural Resources
Telephone: 404-362-2537
Last EDR Contact: 01/06/2020
Next Scheduled EDR Contact: 04/20/2020
Data Release Frequency: Varies

NPDES: NPDES Wastewater Permit List
A listing of NPDES wastewater permits issued by the Watershed Protection Branch.

Date of Government Version: 11/04/2019
Date Data Arrived at EDR: 11/14/2019
Date Made Active in Reports: 01/21/2020
Number of Days to Update: 68
Source: Department of Natural Resoruces
Telephone: 404-362-2680
Last EDR Contact: 02/03/2020
Next Scheduled EDR Contact: 05/18/2020
Data Release Frequency: Varies

TIER 2: Tier 2 Data Listing
A listing of facilities which store or manufacture hazardous materials and submit a chemical inventory report.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 08/26/2019
Date Made Active in Reports: 10/28/2019
Number of Days to Update: 63
Source: Department of Natural Resources
Telephone: 404-656-4852
Last EDR Contact: 02/24/2020
Next Scheduled EDR Contact: 06/08/2020
Data Release Frequency: Annually

UIC: Underground Injection Control
Underground injection control

Date of Government Version: 10/28/2019
Date Data Arrived at EDR: 10/30/2019
Date Made Active in Reports: 01/09/2020
Number of Days to Update: 71
Source: Department of Natural Resources
Telephone: 404-463-2382
Last EDR Contact: 03/05/2020
Next Scheduled EDR Contact: 06/22/2020
Data Release Frequency: Varies

MINES MRDS: Mineral Resources Data System
Mineral Resources Data System

Date of Government Version: 04/06/2018
Date Data Arrived at EDR: 10/21/2019
Date Made Active in Reports: 10/24/2019
Number of Days to Update: 3
Source: USGS
Telephone: 703-648-6533
Last EDR Contact: 02/28/2020
Next Scheduled EDR Contact: 06/08/2020
Data Release Frequency: Varies

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants
The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A
Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations
EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Georgia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/24/2013
Number of Days to Update: 176

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Natural Resources in Georgia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/13/2014
Number of Days to Update: 196

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Environmental Protection Division in Georgia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/24/2013
Number of Days to Update: 176

Source: Environmental Protection Division
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 05/14/2019
Date Data Arrived at EDR: 12/05/2019
Date Made Active in Reports: 02/03/2020
Number of Days to Update: 60

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 01/30/2020
Next Scheduled EDR Contact: 05/25/2020
Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 04/10/2019
Date Made Active in Reports: 05/16/2019
Number of Days to Update: 36

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 01/06/2020
Next Scheduled EDR Contact: 04/20/2020
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 05/01/2019
Date Made Active in Reports: 06/21/2019
Number of Days to Update: 51

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 01/31/2020
Next Scheduled EDR Contact: 05/11/2020
Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 06/30/2018
Date Data Arrived at EDR: 07/19/2019
Date Made Active in Reports: 09/10/2019
Number of Days to Update: 53

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 01/14/2020
Next Scheduled EDR Contact: 04/07/2020
Data Release Frequency: Annually

RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 10/02/2019
Date Made Active in Reports: 12/10/2019
Number of Days to Update: 69

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 02/18/2020
Next Scheduled EDR Contact: 06/01/2020
Data Release Frequency: Annually

WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 05/31/2018
Date Data Arrived at EDR: 06/19/2019
Date Made Active in Reports: 09/03/2019
Number of Days to Update: 76

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 12/18/2019
Next Scheduled EDR Contact: 03/23/2020
Data Release Frequency: Annually

Oil/Gas Pipelines

Source: Endeavor Business Media

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

Electric Power Transmission Line Data
Source: Endeavor Business Media
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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Child Care Centers
Source: Department of Human Resources
Telephone: 404-651-5562

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory
Source: Georgia GIS Clearinghouse
Telephone: 706-542-1581

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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APPENDIX D
SUPPORTING DOCUMENTS

Center for Testing and Engineering

Gas Station Test, Installation, Repair & Maintenance

March 4, 2020

Customer:
Shanil Corp
140 Stillwood Dr.
Fayetteville, GA 30215

Test Location:
Citgo
5275 Old National Hwy
College Park, GA 30349

Facility ID: 601230

Summary of Test Results

Date Completed	Type of Test	Results	Due Next
03/02/2020	Stage I EVR Test	PASS	03/02/2022
03/02/2020	Torque EVR Test	PASS	03/02/2022
03/02/2020	Drain Valve EVR Test	PASS	03/02/2022
03/02/2020	Vent Valve EVR Test	PASS	03/02/2022
03/02/2020	Line Tightness Test	PASS	03/02/2021
03/02/2020	Leak Detector Test	PASS	03/02/2021

Comments:
No issues or concerns were noted during testing procedures.

Center for Testing and Engineering thanks you for the opportunity to complete the above outlined work for you. CTE will contact you in advance to schedule a date and time for your next required test(s). If you have any questions, please contact us at (678) 673 6270.

Sincerely,

Jessica Meadows
Administrative Assistant

25 Franklin Rd
Newnan, GA 30263
www.ctega.com

PEI MEMBER

Office 678 673 627
Cell: 678 637 633
Fax: 678 621 005

Center for Testing and Engineering

Gas Station Test, Installation, Repair & Maintenance

March 5, 2019

Customer:
Citgo
5275 Old National Hwy
College Park, GA 30349

Test Location:
Citgo
5275 Old National Hwy
College Park, GA 30349

Facility ID: 601230

Summary of Test Results

Date Completed	Type of Test	Results	Due Next
3/1/2019	Line Tightness Test	PASS	3/1/2020
3/1/2019	Leak Detector Test	PASS	3/1/2020

Comments:
No issues or concerns were noted during testing procedures.

Center for Testing and Engineering thanks you for the opportunity to complete the above outlined work for you. CTE will contact you in advance to schedule a date and time for your next required test(s). If you have any questions, please contact us at (678) 673 6270.

Sincerely,

Cindy Waite
Office Manager

Franklin Rd
aj@ctega.com
www.ctega.com
Office: 678 67
Cell: 678 63

Center for Testing and Engineering

Gas Station Test, Installation, Repair & Maintenance

March 5,2018

Customer:
Citgo
5275 Old National Hwy
College Park, GA 30349

Test Location:
Citgo
5275 Old National Hwy
College Park, GA 30349

Facility ID: 601230

Summary of Test Results

Date Completed	Type of Test	Results	Due Next
3/2/2018	Line Tightness Test	PASS	3/2/2018
3/2/2018	Leak Detector Test	PASS	3/2/2018
3/2/2018	Pressure Decay Test	PASS	3/2/2020
3/2/2018	Stage I EVR Test	PASS	3/2/2020
3/2/2018	Vent Valve Test	PASS	3/2/2020

Comments:
No issues or concerns were noted during testing procedures.

Center for Testing and Engineering thanks you for the opportunity to complete the above outlined work for you. CTE will contact you in advance to schedule a date and time for your next required test(s). If you have any questions, please contact us at (678) 673 6270.

Sincerely,

Cindy Waite
Office Manager

DATA CHART
For use with
Petro Rite

Station # 601230 Date: 3/1/2019

1- Location: 5275 Old National Hwy (Street No.) College Park (City) 30349 (Zip code) Tel: 404-684-0203

2- Owner: Hedar (Name)

3-Operator: Citgo (Company name)

4- Reason for test: Annual Test

5-Test requested by: Hedar (Name) Owner (Position) 404-271-0608 (Tel.)

6-Special instructions: ----

7-Contractor or Company Making the Test: CTE (Company name) Brandon Worthington (Technician)

8- Contractor or Company Making the Test Phone Number: 678 637 6333

9-Make and Type of Pump or Dispenser: Red Jacket Submersible (Suction or submersible)

10- Weather 61 F

11- identify each line as tested	12-Time military	13-Log of Test Procedures Ambient Temp., weather, etc	14-Pressure Psi or Kpa		15- Volume Reading GPH			16- Remarks Conclusions, repair and comments
			before	after	before	after	Net change	
Reg	17:00	Hook up with dispensers # 3 & 4						1 ½" Flex Line
	17:00	Start Test	0	75				
	17:30		59	60	0.049	0.048	+0.001	
	17:45		60	60	0.046	0.046	+0.000	
	18:00		60	60	0.045	0.045	+0.000	
	18:15		60	60	0.045	0.045	+0.000	
		Bleed Back	60	0	0.016	0.080	+0.064	
Prem	17:00	Hook up with dispensers # 3 & 4						1 ½" Flex Line
	17:00	Start Test	0	75				
	17:30		58	60	0.048	0.046	+0.002	
	17:45		59	60	0.046	0.045	+0.001	
	18:00		60	60	0.045	0.045	+0.000	
	18:15		60	60	0.045	0.045	+0.000	
		Bleed Back	60	0	0.009	0.065	+0.056	
		Hook up with dispensers #						
		Start Test						
		Bleed Back						

18-Test results	Line ID	Pass/Fail	Net volume change	Date of test	17-Contractor Certification # GAC0102111808C Technician signature AJ
	Reg	PASS	+0.001 GPH	3/1/2019	
	Prem	PASS	+0.003 GPH	3/1/2019	

CTE
25 Franklin Rd., Newnan, GA 30263. aj@ctega.com. Tel 678 673 6270. Fax 678 621 0051

Test Date: 3/1/2019
Test Company: CTE
Conducted By:
Brandon Worthington

Facility Name: Citgo
Facility Address: 5275 Old National Hwy
City: College Park, GA 30349
Facility: 601230

19- Leak Detector Test

Sump. #	1	2	3	4
Product	Reg	Prem		
Test Method	Petro Rite	Petro Rite		
LD Manufacturer	Red Jacket	Red Jacket		
LD Model	FXIV	FXIV		
LD Serial number	2032114	210030094		
Running Pressure (Psi)	27	26		
Detecting Pressure (Psi)	11	9		
LD testing Rate (GPH)	3.0	3.0		
Holding pressure	16	15		
Resiliency	.037	.041		
Opening Time (Sec)	:02	:03		
Result	PASS	PASS		

OVERFILL VERFICATION: PROVIDED WITH BALL FLOAT SYSTEM

March 5, 2019

Customer:
Citgo
5275 Old National Hwy
College Park, GA 30349

Test Location:
Citgo
5275 Old National Hwy
College Park, GA 30349

Facility ID: 601230

Summary of Test Results

Date Completed	Type of Test	Results	Due Next
3/1/2019	Line Tightness Test	PASS	3/1/2020
3/1/2019	Leak Detector Test	PASS	3/1/2020

Comments:
No issues or concerns were noted during testing procedures.

Center for Testing and Engineering thanks you for the opportunity to complete the above outlined work for you. CTE will contact you in advance to schedule a date and time for your next required test(s). If you have any questions, please contact us at (678) 673 6270.

Sincerely,

Cindy Waite
Office Manager

SIR MONTHLY EVALUATION REPORT

002	SIR Monthly Tank Evaluation Report	Date of Report: 03/18/2019	
FACILITY NAME	Village Store-Citgo	ID# 601230	
TANK	5275 Old National Hwy		
	College Park, GA 30349	Tel:	
TANK OWNER	UST Compliance Solutions		
	P. O. Box 95		
	Buford, GA 30518	Tel:404-245-0341	
TANK OPERATOR		Tel:	
SIR Provider	TotalSIR P.O. Box 299 Reidsville, NC 27323		
SIR Version	TotalSIR 1.0 <ID:SIR71005>	Site Dir:52273	
Period Covered	02/01/2019 - 03/02/2019	23 usable days per month required.	

TANK				Current Period				02/01/2019			01/01/2019			12/01/2018		
Tank ID.	Product	Max. SIR size	size	Leak Threshold	MDL rate	Calc. Leak rate	Water	Pass, Fail, or Inconclusive								
								P	F	I	P	F	I	P	F	I
Regular	REGULAR	45 K	12000	0.083	0.166	0.077		X			X			X		
Super	SUPER	45 K	8000	0.050	0.101	0.041		X			X			X		

Person conducting evaluation			
Signature		Date	

I certify under penalty of law that I am familiar with the information submitted on this form and that based on my inquiry of those individuals immediately responsible for obtaining the information I believe that the

Signature of owner/operator: _____ Date: _____

PARID: 13 0068 LL1597
GULBANU H LLC 5275 OLD NATIONAL HWY

Parcel

Parcel ID:	13 0068 LL1597
Property Location:	5275 OLD NATIONAL HWY
Unit:	
City:	SOUTH FULTON
Neighborhood:	C802
Improvement Strata:	C1
Property Class:	C3
Land Use Code:	348-Convenience Food Market
Living Units:	0
Acres:	.9025
Zoning:	C1-
Location	4
Fronting:	2 - 2
Parking Type:	1-OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	1-LEVEL/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/-/-

Legal

Tax District	55

Owners

Owners:	GULBANU H LLC

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
GULBANU H LLC 140 STILLWOOD DR FAYETTEVILLE GA 30215		

PARID: 13 0068 LL1597
GULBANU H LLC 5275 OLD NATIONAL HWY

Parcel

Parcel ID:	13 0068 LL1597
Property Location:	5275 OLD NATIONAL HWY
Unit:	
City:	SOUTH FULTON
Neighborhood:	C802
Improvement Strata:	C1
Property Class:	C3
Land Use Code:	348-Convenience Food Market
Living Units:	0
Acres:	.9025
Zoning:	C1-
Location	4
Fronting:	2 - 2
Parking Type:	1-OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	1-LEVEL/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/-/-

Legal

Tax District	55

Owners

Owners:	GULBANU H LLC

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
GULBANU H LLC 140 STILLWOOD DR FAYETTEVILLE GA 30215		

Sales

Sale Date:	Sale Price:
03-JUL-12	$500,000
13-SEP-02	$360,000
13-SEP-02	$60,000
10-JUL-96	$410,000
23-MAY-96	$225,000

Sale Details 1 of 5

Grantor:	FIRST CHOICE REALTY, INC.
Grantee:	GULBANU H LLC
Sales Date:	03-JUL-12
Sale Price Sale Validity:	0 : Valid Sale
Sale Source:	6 : PT61
Sales Type:	2 : LAND & BUILDING
Sale Flag:	
Deed Book:	51387

Deed Page:	0269
Deed Type:	LW

Parcel

Parcel ID:	13 0068 LL1597
Property Location:	5275 OLD NATIONAL HWY
Unit:	
City:	SOUTH FULTON
Neighborhood:	C802
Improvement Strata:	C1
Property Class:	C3
Land Use Code:	348-Convenience Food Market
Living Units:	0
Acres:	.9025
Zoning:	C1-
Location	4
Fronting:	2 - 2
Parking Type:	1-OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	1-LEVEL/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/-/-

Legal

Tax District	55

Owners

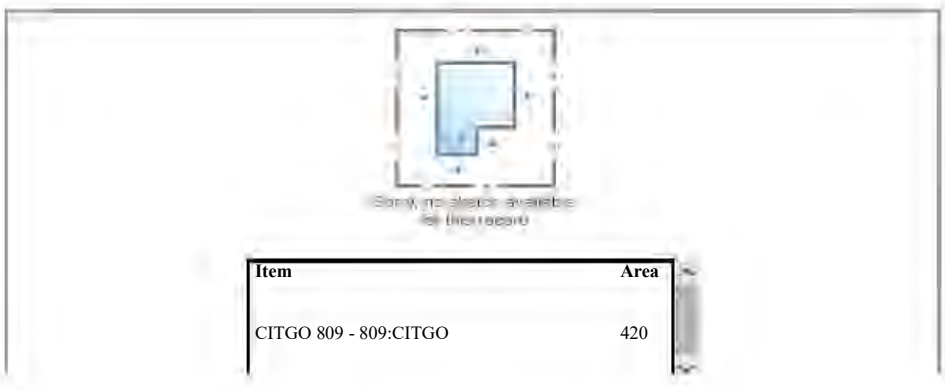
Owners:	GULBANU H LLC

OBY Details

Card #:	Description:	Year Built:	Grade:	Width:	Length:	Area:
1	CP9-CANOPY RF-GOOD	1984				2,700
1	PA1-PAVING-ASPHALT PARK	1984				19,000
1	PC1-PAVING CONCRETE - AV	1984				4,500

Land

Line Number:	1
Land Type:	S - SQUARE FOOT
Land Code:	21
Square Feet:	39,313
Acres:	.9025



Location ID #: 601230	Due Date:	GEORGIA DEPARTMENT OF NATURAL RESOURCES ENVIRONMENTAL PROTECTION DIVISION
Air Station #: 3634	Inspection Date: 5-15-19	REGULATORY COMPLIANCE UNIT INSPECTION CHECKLIST
County:	Phone: Fax:	4244 International Parkway, Suite 104 Atlanta, Georgia 30354 (404) 362-2687

Facility Name & Address:
Village Store 5275 Old National Hwy
College Park Ga 30349

Owner Name & Address
Hyderli Sorani 140 Still wood Drive Fayetville Ga 30215

Jobber name & Address
United Fole

Annual Tank Registration Certificate (✓) YES ( ) NO
Notification Status (7530 Form) ( ) OK ( ) CORRECTED
Air Database Checked ( ) YES ( ) NO
UST Database Checked ( ) YES ( ) NO
UST Training Certificates A &B (✓) YES ( ) NO
UST Training Certificate C ( ) YES ( ) NO
Last Inspection Status ( ) NOC ( ) NOV

Financial Responsibility:
[✓] GUST Trust Fund Participant
[ ] Self-Insured
[ ] Insurance Expiration Date: _____
[ ] Name of Insurance Co. _____

[ ]Suspected Release ( )Reported( )Not Reported
[ ]Confirmed Release ( )Reported( )Not Reported

TANKS/PIPING

	PRODUCT	CORRISON PROTECTION TYPE					OVERFILL PREVENTION TYPE	SPILL PREVENTION STATUS	PRESSURIZED,SUCTION, GRAVITY FED PIPING
		Date Installed	TANK	Manf.	PIPING	Manf.			
1	tank 1	6-10-96	12000				BF	OK	KS mCCD
2	↓ 2	↓	6000				↓	↓	↓
3									
5									
6									

LEAK DETECTION (TANKS) Emergency Generator [ ] Airport Hydrant Fuel [ ] Field Constructed Tanks [ ]

[ ] Inventory Control [ ] Water check [ ] Monthly Reconciliation ( ) YES ( ) NO ( ) N/A
[ ] Tank Tightness Testing (TTT) Test date _____ ( ) YES ( ) NO ( ) N/A
[ ] ATG: Records available for 36 months Brand _____ ( ) YES ( ) NO ( ) N/A
[✓] SIR records for 36 months Vendor name: total sir ( ) YES ( ) NO ( ) N/A
[ ] Interstitial Monthly Monitoring [ ] Function test Date _____ ( ) Alarm Printout ( ) YES ( ) NO ( ) N/A sensors No. ( )
[ ] Manual Tank Gauging TTT Test date _____ ( ) YES ( ) NO ( ) N/A
[ ] Vapor Monitoring [ ] GW Monitoring ( ) YES ( ) NO ( ) N/A
[ ] Spill Bucket test date_____ ( ) YES ( ) NO ( ) N/A
[ ] For DW spill bucket, Interstitial Monthly Monitoring Log ( ) YES ( ) NO ( ) N/A
[ ] Overfill prevention test date _____ ( ) YES ( ) NO ( ) N/A

Compatibility

[ ] More than 10% Ethanol
[ ] More than 20% Biodiesel
[ ]other

[ ] Certification or listing of the certified equipments.
[ ] Written statement from the manufacturer affirming these equipments are compatible with the regulated substance.

COMMENTS:

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Land Protection Branch
4244 International Parkway
Suite 104
Atlanta, Georgia 30354
404-362-2537

UST SYSTEM NOTICE OF COMPLIANCE

INSPECTION DATE: 5/15/2019

FACILITY NAME: VILLAGE STORE COUNTY: Fulton

FACILITY ID: ~~142814~~ 601730 AIR STATION #:

Based upon the inspection conducted on the above referenced date, this facility was found to be in substantial operational compliance with regards to the Georgia Rules for Underground Storage Tank Management Technical Standards for:

UNDERGROUND STORAGE TANK RULES	AIR PROTECTION RULES*
☑ Annual Tank Registration	*Air Rules apply in addition to UST Rules Only in designated counties
☑ Financial Responsibility	☐ Not Applicable
☑ Release Detection	☑ Stage I EVR System Testing
☑ Corrosion Protection & Spill/Overfill Prevention	☐ Repairs
☐ TOU Tanks or Tank Closure	
☑ UST Owner/Operator Training Certificate(s)	
☐ Repairs	

Issued By: Christian Lee (Print Name) Contact Phone: (404)3622588

Signed: [signature] (Georgia EPD Compliance Officer) Date: 5-15-19

Compliance Officer Comments:

Received By: Date:

Title: ☐ Owner ☐ Operator ☐ Representative

LEAK DETECTION (PIPING) *Emergency Generator [ ] Airport Hydrant Fuel [ ] Field Constructed piping[ ]*

'essurized Piping:

Total Dispensers # [2] (MLLD # ( ) ELLD # ( )
Sensor # [Sump ( ) - Dispenser ( )]
[ ] MLLD Test date _____
[✓] Line TT Line # ( ) Test date 3-1-19
[ ] ELLD / 3.0 GPH Monthly ( ) YES ( ) NO ( ) N/A
Date of function Test annually _____ ( ) Alarm Printout report.
[ ] ELLD/ WLLD 0.2 GPH Monthly ( ) YES ( ) NO ( ) N/A
[ ] ELLD/ WLLD 0.1 GPH Annually ( ) YES ( ) NO ( ) N/A
[ ] DW w/Sensor Annual Test Date _____ ( ) Alarm Printout report.
[ ] Interstitial Monthly Monitoring Log ( ) YES ( ) NO ( ) N/A
SIR records for 36 months

[ ] Sump Containment test date_____
[ ] For DW sump, Interstitial Monthly Monitoring Log ( ) YES ( ) NO ( ) N/A

Suction Piping

[ ] Check valve under the dispenser (Safe Suction)

[ ] Check valve at tanks. Line TT every 3 years
Test date _____

[ ] DW w/ Sensor Test Date _____(not for safe suction)
[ ] Interstitial Monthly Monitoring Log( ) YES( ) NO ( ) N/A

[ ] SIR records for 36 months ( ) YES ( ) NO ( ) N/A

TANK CORROSION PROTECTION

[ ] Bare Steel& Impressed Current Test date _____
[ ] Stip-3 & Impressed Current Test date _____
[ ] Lined Interior& IC Test date _____
[ ] 60 days log (36 months) Rectifier [ ] On Amp[ ] V[ ]
[ ] Off
[ ] Stip-3 [ ] Lined Interior
Non Corrodible Material
[ ] Fiberglass [ ] Composite [ ] Epoxy [ ] Act 100 [ ] Tank Jacketed

Tank Closure date: Closure report Yes( ) No( )

PIPING CORROSION PROTECTION

[ ] Galvanic (Anodes) Test date _____
[ ] Impressed Current Test date _____
[ ] Fibergiass [ ] Fibergiass Double Wall
[ ] Flex Connector
[ ] Environ Flex [ ] Environ Flex Double Wall
[ ] Flexible piping

Line Closure date: Closure report Yes ( ) No ( )

REPAIRS

[ ] Repair records submitted: _____ Test date: _____

COMMENTS:
Need last 2 months of S.I.R reports

AIR STATION NUMBR	EQUIPMENT DEFECT or Missing
In Compliance: ( ) YES ( ) NO ( ) N/A	[ ] Dry Break [ ] Dust Cap [ ] Swivel adaptor [ ] Drop tube
W Stage I EVR Configuration	[ ] Vent cap [ ] Drain Valve [ ] Spill bucket
[ ] Two-point[ ] Multi Port Spill Containment	Other:____ ____
[ ] One Sump[ ] Double Fill Configuration	Description of Defect:
] Below Grade[ ] Remote Fill Tank Top Configuration	[ ]Broken
[ ] Grade Level [ ] Remote Fill additive	[ ]Damage
Executive Order # _____	[ ]Missing
EVR Certification Test date _____ ( ) PASS ( ) FAIL ( ) NC	[ ]Not CARB EVR Certified

Stage I EVR Components

Tank Vapor Manifold: [ ] None; [ ] Above Ground; [ ] Below Ground; [ ] Both

Vents Brand _____ Settings (2.5 - 6) / (6 – 10)In. W.C Height _____ # of P/V valves_____

Spill Bucket Brand _____ Vapor _____ Product _____ Drain Valve Brand _____ [ ] plugged

Dust Caps Brand _____ Vapor _____ Product _____ Swivel Adaptor Brand _____ Vapor _____ Product _____

Drop Tube Brand _____Drop Tube Sealant Brand _____ Remote fill Brand_____ Remote drop tube fill _____

Remote fill Drop Tube Seal _____ Remote fill adapter _____ ATG Cap & Adaptor Brand _____

ATG other adaptors Brand _____

EPAIRS

[ ] Repair records submitted _____ Test date: _____

COMMENTS:

1. [ ] **Additional Information Requested on:** _____ **Additional Information Received by:** _____
2. [ ] **Notice of Violation / [ ] ECO Issued on:** _____ **Additional Information Received by:** _____
3. [ ] **Notice of Compliance Issued on:** _____ **Or Status Letter Issued on** _____

I certify under penalty of law, that all information on this report is true, accurate and complete, to the best of my knowledge.

[ ] Owner/Operator Name & Signature: Dan 5/15/19 Date: 5-15-19

[ ] Inspector name & Signature Christi Lee Phone _____ Fax: _____ Date: 5-13-19

***Please send additional information requested to Inspector via fax or mail to the address at top of first page.**

February 2018

Georgia Department of Natural Resources

Environmental Protection Division
Underground Storage Tank Management Program
4244 International Parkway, Suite 104, Atlanta, Georgia 30354
Lonice Barrett, Commissioner
Harold F. Reheis, Director
(404) 362-2687

March 19, 2003

Mr. John Wolf
Crown Central Petroleum
8701 Park Central Drive
Suite 100
Richmond, VA 23227

SUBJECT: **Corrective Action Plan (CAP)-Part B**
No Further Action Required:
Former Crown GA 021
5275 Old National Highway
College Park, Fulton County, GA
Facility ID: 0601230 Release 1

Dear Mr. Wolf:

The Georgia Underground Storage Tank Management Program (USTMP) has received your consultant's letter, dated December 31, 2002, that forwarded a progress report for Corrective Action Plan Part B (CAP-B). The report was prepared by Sierra Piedmont Engineers and Geologists.

Based on current requirements of the Georgia Underground Storage Tank Act, the Georgia Rules for Underground Storage Tank Management (GUST Rules) and the data submitted, the USTMP has determined that **no further action is required for the refereuced release.**

However, further corrective action may be required if mandated through more stringent State or Federal statutory or regulatory changes. Additional measures may also be required if existing or future drinking water systems or surface water bodies within two miles of the site are impacted by any dissolved contamination resulting from this release, or if previously unidentified soil contamination, dissolved contamination or free product are identified as originating from this site.

Please note that ouly a Corrective Action Agreement (CAA) can obligate money for the reimbursement of approved expenses incurred or projected in your CAP. Based on confirmation of your GUST Trust Fund eligibility, a CAA will be proposed to you in writing as funds become available. If subsequent information, regardless of when or how obtained, should reveal facts relative to the eligibility of this claim, the GUST Trust Fund Application may be re-evaluated and a new determination of eligibility may be made.

Please submit a Completion Report and Certification, documenting that the associated monitoring wells have been properly abandoned, by **May 19, 2002.** No later than thirty (30) days after submission of the Completion Report, please submit your final claim for reimbursement from the GUST Trust Fund. If you have any questions, please contact me at (404) 362-6400.

Sincerely,

June Li
Principal Environmeutal Engineer
Corrective Action Unit I

JL/0601230.034
cc: C. Scott Pate, Sierra Piedmont Engineers and Geologists
Richard W. Swanson, GA EPD
File (CA): Fulton, 0601230

SIERRA PIEDMONT
ENGINEERS & GEOLOGISTS
Specializing in Environmental Consulting

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

June 5, 2003

Ms. June Li
Principal Environmental Engineer
Georgia Environmental Protection Division
Underground Storage Tank Management Program
4244 International Parkway, Suite 104
Atlanta, Georgia 30354

CROW0176.02

Re: ***Former Crown (GA-021) 5275 Old National Highway, College Park, GA: Facility ID #0601230*I***

Dear Ms. Li:

Sierra Piedmont® Engineers and Geologists (Sierra Piedmont) received a no further action letter from the Georgia Underground Storage Tank Management Program (GA USTMP), on May 29, 2003, for the above referenced site. The letter, dated March 19, 2003, requested the wells be abandon and a completion report and certification form be submitted by May 19, 2002. Sierra Piedmont, on behalf of Crown Central Petroleum Corporation (Crown), requests an extension to July 29, 2003 for the well abandonment, completion report, and certification for the above referenced site. Unless notified otherwise, we will assume this extension notification is approved.

Best regards,

Debbie Strawhand
Project Manager

Kenneth M. Smith, PG
Senior Environmental Project Manager

Sierra Piedmont Engineers and Geologists

Cc: John Wolf – Crown Central Petroleum Corporation

G:\A-jobs2000\Crown\CROW0176.02 - GA-021, College Park, GA, Quarterly Monitoring\Admin\li1.ltr 6-5-03.doc

3610 Kennesaw North Industrial Parkway · Building 200 · Kennesaw, Georgia 30144
Office: 770-792-6200 · Facsimile: 770-792-8005 · E-Mail: sierrastaff@sierrapiedmont.com

Georgia Department of Natural Resources
Environmental Protection Division
Underground Storage Tank Management Program
4244 International Parkway, Suite 104, Atlanta, Georgia 30354
Lonice Barrett, Commissioner
Harold F. Reheis, Director
(404) 362-2687

March 19, 2003

Mr. John Wolf
Crown Central Petroleum
8701 Park Central Drive
Suite 100
Richmond, VA 23227

SUBJECT: **Corrective Action Plan (CAP)-Part B**
No Further Action Required:
Former Crown GA 021
5275 Old National Highway
College Park, Fulton County, GA
Facility ID: 0601230 Release 1

Dear Mr. Wolf:

The Georgia Underground Storage Tank Management Program (USTMP) has received your consultant's letter, dated December 31, 2002, that forwarded a progress report for Corrective Action Plan Part B (CAP-B). The report was prepared by Sierra Piedmont Engineers and Geologists.

Based on current requirements of the Georgia Underground Storage Tank Act, the Georgia Rules for Underground Storage Tank Management (GUST Rules) and the data submitted, the USTMP has determined that **no further action is required for the referenced release.**

However, further corrective action may be required if mandated through more stringent State or Federal statutory or regulatory changes. Additional measures may also be required if existing or future drinking water systems or surface water bodies within two miles of the site are impacted by any dissolved contamination resulting from this release, or if previously unidentified soil contamination, dissolved contamination or free product are identified as originating from this site.

Please note that only a Corrective Action Agreement (CAA) can obligate money for the reimbursement of approved expenses incurred or projected in your CAP. Based on confirmation of your GUST Trust Fund eligibility, a CAA will be proposed to you in writing as funds become available. If subsequent information, regardless of when or how obtained, should reveal facts relative to the eligibility of this claim, the GUST Trust Fund Application may be re-evaluated and a new determination of eligibility may be made.

Please submit a Completion Report and Certification, documenting that the associated monitoring wells have been properly abandoned, by **May 19, 2002.** No later than thirty (30) days after submission of the Completion Report, please submit your final claim for reimbursement from the GUST Trust Fund. If you have any questions, please contact me at (404) 362-6400.

Sincerely,

June Li
Principal Environmental Engineer
Corrective Action Unit I

JL/0601230.034
cc: C. Scott Pate, Sierra Piedmont Engineers and Geologists
Richard W. Swanson, GA EPD
File (CA): Fulton, 0601230

March 14, 2003

MEMORANDUM

TO: Darnell Manning

FROM: June Li

SUBJECT: Review Information Leading to Determination of "No Further Action Required" (NFAR)
Former Crown GA 021
5275 Old National Highway
College Park, Fulton County, GA
Facility ID: 0601230 Release 1

1. The site is located in College Park, GA, lower groundwater susceptibility area. MCL standards apply.
2. The release was reported on November 12, 1993.
3. The CAP-B was received on June 14, 2001, approved on December 5, 2001.
4. Monitoring only was proposed and approved in the CAP.
5. A total of 5 monitoring wells were installed at the site.
6. 5 rounds of ground water monitoring have been conducted since 1996.
7. Free product was never been observed.
8. The historical highest concentration of benzene was 277 ppb. In the last sampling event, the highest concentration of benzene was 186 ppb.
9. Computer modeling predicted no impact to downgradient receptor.
10. Current environmental site ranking score is 225.
11. Based on the decreasing trend of the contamination level and low ranking score, no further action is requested and recommended.

SIERRA PIEDMONT ENGINEERS AND GEOLOGISTS

3610 KENNESAW NORTH INDUSTRIAL PARKWAY, BLDG. 200
KENNESAW, GA 30144
Ph: 770-792-6200 Fax: 770-792-6005

LETTER OF TRANSMITTAL

TO:	Georgia Dept. of Natural Resources Environmental Protection Division Underground Storage Tank Mgmt. Prog. 4245 International Parkway, Suite 104 Atlanta, Georgia 30354-3906
FROM:	Mr. Kenneth M. Smith
DATE:	12/31/2002 **JOB #:** CROW0176.02
ATTENTION:	Ms. June Li
RE:	Facility ID: 0601230*1 Groundwater Monitoring Event # 4

WE ARE SENDING YOU:

- [ ] Drawings
- [ ] Copy of Letter
- [X] Other: Groundwater Monitoring Event # 4
- [ ] Attached
- [ ] Invoice
- [ ] Change Order
- [ ] Scope of Work/Cost Est.
- [ ] Laboratory Data

COPIES	DATE	NO.	DESCRIPTION
1	12/31/2002		GA USTMP Facility # 060123*1
			Former Crown Station GA-021 at
			5275 Old National Highway in
			College Park, Fulton County, Georgia

THESE ARE TRANSMITTED AS CHECKED BELOW:

- [ ] For Approval
- [ ] For Your Use
- [X] As Requested
- [ ] For Review and Comment
- [ ] For Bids Due :
- [ ] Approved as Submitted
- [ ] Approved as Noted
- [ ] Returned for Corrections
- [ ] Other:
- [ ] Resubmit ___ copies for approval
- [ ] Submit ___ copies for distribution
- [ ] Return ___ corrected prints

REMARKS: Ms. Li, please find enclosed the above referenced report for your office files. If you have any qnestions, please contact me at (770) 792-6200.

Respectfully submitted, Ken Smith

COPY TO: _____ **SIGNED:** Ken Smith

GROUNDWATER MONITORING EVENT 4

FOR THE
CROWN CENTRAL PETROLEUM CORPORATION
FORMER CROWN STATION GA-021
AT
5275 OLD NATIONAL HIGHWAY
COLLEGE PARK, FULTON COUNTY, GEORGIA
GA USTMP FACILITY ID: #060123*1
December 31, 2002

PREPARED FOR:

Mr. John Wolf
Crown Central Petroleum Corporation
8701 Park Central Drive
Richmond, VA 23227
(410) 987-3696

PREPARED BY:

Sierra Piedmont Engineers and Geologists
3610 Kennesaw N. Industrial Pkwy.
Building 200
Kennesaw, Georgia 30144
(770) 792-6200

Sierra Piedmont Project CROW0176.02

MONITORING ONLY REPORT

Submittal Date: December 31, 2002

Monitoring Report Number: 4

For Period Covering: 8/02-11/02

Facility Name: Former Crown Station GA-021

Street Address: 5275 Old National Highway

Facility ID: # 060123*1 **City:** College Park **County:** Fulton **Zip Code:** 30134

Latitude: 33° 36' 41" N

Longitude: 084° 28' 22" W

Submitted by UST Owner/Operator:

Name: Mr. John Wolf

Company: Crown Central Petroleum Corporation

Address: 8701 Park Central Drive

City: Richmond **State:** VA

Zip Code: 23227

Telephone: (410) 987-3696

Prepared by Consultant /Contractor:

Name: Nicole A. Heller/ C. Scott Pate

Company: Sierra Piedmont Engineers and Geologists

Address: 3610 Kennesaw North Industrial Pkwy. Bldg. 200

City: Kennesaw **State:** GA

Zip Code: 30144

Telephone: (770) 792-6200

I. Registered Professional Engineers or Professional Geologist Certification

I hereby certify that I have directed and supervised the field work and preparation of this plan, in accordance with State Rules and Regulations. As a registered professional geologist and/or professional engineer, I certify that I am a qualified groundwater professional, as defined by the Georgia State Board of Professional Geologists. All of the information and laboratory data in this plan and in all of the attachments are true, accurate, complete, and in accordance with applicable State Rules and Regulations.

Name: Christopher Scott Pate, PG

Signature: Christopher Scott Pate

Date: 1/3/-3



Georgia Stamp or Seal

II. PROJECT SUMMARY

(Appendix I, Figure 1: Site Location Map)

Provide a brief description or explanation of the site and a brief chronology of environmental events leading up to this report.

Sierra Piedmont Engineers and Geologists (Sierra Piedmont) has completed Groundwater Monitoring Event 4 at the Former Crown Station GA-021 located at 5275 Old National Highway, College Park, Fulton County, Georgia. The subject property is currently occupied by Express Mart/Citgo. The site is approximately 1.5 acres and is developed by a one-story building. United Consulting Group (UCG) completed an underground storage tank (UST) closure at the site and noted impacted soil above applicable guidance levels on October 6, 1993. UCG installed five soil borings/monitoring wells at the site to characterize soil and groundwater impact on February 9, 1994. Total petroleum hydrocarbons (TPH) ranged up to 300 milligrams per kilogram (mg/kg) in the soil. Groundwater samples exhibited benzene concentrations up to 1,100 micrograms per liter (µg/L). No phase separated hydrocarbons (PSH) or sheens were observed during groundwater sampling. On February 25, 1994, UCG completed a report titled, "Continued Site Characterization" which documented field activities.

UCG submitted a "Supplemental Site Characterization Report" to the Georgia Department of Natural Resources Environmental Protection Division-Underground Storage Tank Management Program (GA USTMP) on Crown's behalf on November 30, 1994. This report presented a groundwater model to evaluate groundwater fate and migration from the site. Two additional wells were also recommended by UCG. Crown subsequently received a letter from the GA USTMP on July 26, 2000, requesting a groundwater sampling event be conducted before further work was recommended or conducted. This request was made by the GA USTMP due to the amount of time that had elapsed since completion of site investigation activities.

Sierra Piedmont completed the groundwater sampling event and submitted a Site Status Groundwater Monitoring Event Report in October 2000. Based on the groundwater concentrations, Sierra Piedmont recommended installing one additional groundwater monitoring well on site and conducting another groundwater sampling event. The proposed well, if approved by the GA USTMP, and subsequent analytical results were to be presented with the CAP Part-B forms. In a previous report, UCG stated that an unused, non-public water well is located approximately ½ mile north east of the subject site; therefore, Sierra Piedmont determined that Drinking Water Quality Standards (DWQS) are applicable to the site.

In a letter dated January 31, 2001, the GA USTMP indicated that in their opinion the installation of additional monitoring wells would not be necessary. The GA USTMP requested that Sierra Piedmont complete a Site Monitoring Plan and Corrective Action Plan (CAP) Part-B, (forms only). The Site Monitoring Plan and the CAP-Part B forms were completed on June 11, 2001 and forwarded to the GA USTMP. Ms. June Li, of the GA USTMP, granted approval to implement the Site Monitoring Plan.

The Site Monitoring Plan consists of sampling monitoring wells MW-1, MW-2, MW-3, MW-4 and MW-5B on a quarterly basis for a period of one year. Samples are analyzed for benzene, toluene, ethyl benzene, total xylenes (BTEX), and methyl tertiary butyl ether (MtBE) using EPA SW-846 Method 8260B. Sierra Piedmont completed Groundwater

Monitoring Event 4 on November 25, 2002. Refer to Appendix I - Figure 1 for the site map.

III. ACTIVITIES AND ASSESSMENT OF EXISTING CONDITIONS

A. Potentiometric Data:

Tabulate all data and illustrate the last 2 monitoring event findings in Figures 2a and 2b.
(Appendix I, Figure 2a and 2b: Potentiometric Surface Maps)
(Appendix II, Table 1: Groundwater Elevations)

Discuss groundwater flow at this site and implications for this project.

Groundwater flow has remained constant since the second quarter. Additionally, groundwater elevations have been incrementally increasing in all wells, approximately 1 ft of elevation gain has occurred since October 2000.

Refer to Appendix I - Figures 2a and 2b for site plans showing the potentiometric maps and equipotential contours for Monitoring Events 3 and 4, respectively. Refer to Appendix II - Table 1 for a tabular summary of groundwater elevations for each monitoring well. Please note an error on the potentiometric map and Table 1 created for Monitoring Event #3 has been corrected. The error occurred due to an incorrect transfer of top of casing values on the excel table, Figure 2a and Table 1 have been corrected.

B. Analytical Data

Tabulate all data for monitoring event findings in Table 2, illustrate last two events findings in Figures 3a and 3b, and graph the trend of contaminant concentrations in Figure 4a through 4i.
(Appendix I, Figure 3a and 3b: Groundwater Quality Maps)
(Appendix I, Figure 4a through 4d: Trend of Contaminant Concentrations)
(Appendix II, Table 2: Groundwater Analysis Results)
(Appendix III: Laboratory Analysis Results)

Discuss groundwater analysis results, trend of contaminant concentrations, and implications for this project.

Concentrations of benzene in MW-4 decreased to their lowest levels since October 2000. MW-1 was not sampled in October 2000 or August 2002 due to insufficient groundwater. Laboratory analysis of groundwater samples collected November 25, 2002 indicate that benzene concentrations continue to exceed DWQS in monitoring wells MW-4 and MW-5b. Benzene concentrations in monitoring well MW-5b have increased. BTEX constituents were not detected in MW-1, MW-2 or MW-3 during the current event.

Refer to Appendix I - Figure 3a and 3b for site maps depicting groundwater quality for Monitoring Events 3 and 4, respectively. Refer to Appendix I - Figures 4a through 4d for graphs showing the contaminant concentration vs. groundwater elevation for the past two events. Refer to Appendix II - Table 2 for a summary of the groundwater analytical results. Refer to Appendix III for laboratory data sheets and Chain-of-Custody documents.

IV. SITE RANKING *(Note: Re-rank site after each monitoring event)*
(Appendix IV: Site Ranking results)

Environmental Site Sensitivity Score: 225

The Environmental Site Sensitivity Score (ESS) has remained 225 since Monitoring Event #1.

V. CONCLUSIONS/RECOMMENDATIONS

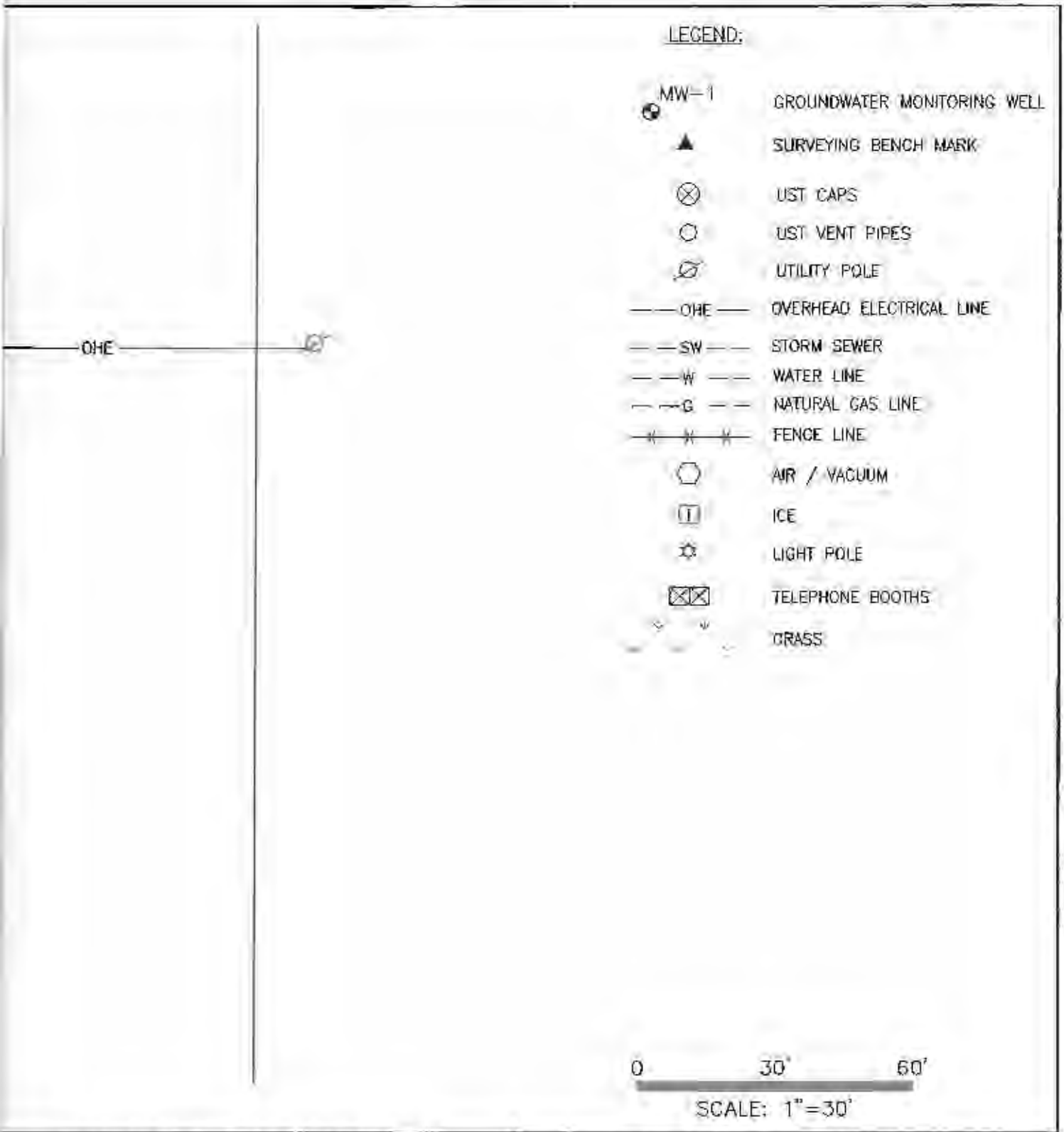
Provide justification of no-further-action-required recommendation or briefly discuss future monitoring plans for this site.

Benzene concentrations in groundwater monitoring wells MW-4 and MW-5B cnrrently exceed the DWQS. No BTEX concentrations were detected in groundwater monitoring wells MW-1, MW-2 and MW-3. The ESS score has remained at 225 since Monitoring Event #1. Benzene fluctuations appear to correspond with fluctuations in groundwater elevation. Sierra Piedmont recommends no further action at this site.

VI. REIMBURSEMENT *Attached* ___*N/A*___ *X* _____
(Appendix V: Reimbursement Application)

The GUST Reimbursement Application is not included with this report, however, as discussed with GA EPD GUST personnel, it will be submitted under separate cover.

Appendix I



SIERRA PIEDMONT
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Specializing in Environmental Consulting

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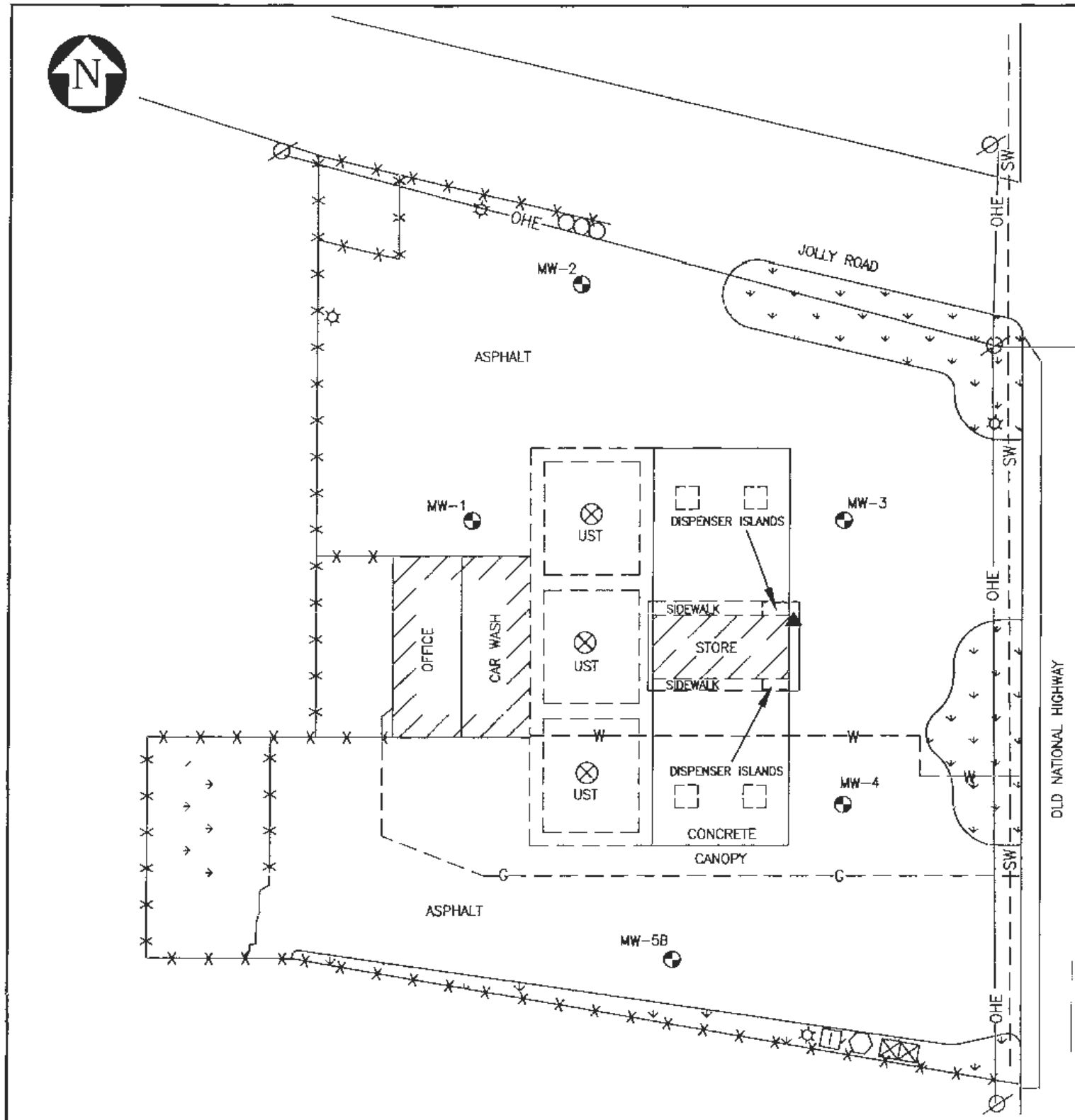
Fax: 770-792-6005

CROWN CENTRAL PETROLEUM CORPORATION
FORMER CROWN RETAIL STATION GA - 021
5275 OLD NATIONAL HIGHWAY, COLLEGE PARK, GEORGIA

SITE MAP

SCALE: 1"=30'	DRAWN BY: EDH	DRAWING NO. CROW0176.02	REV. NO.
DATE: 10/17/00	CHECKED BY: MPW	FIGURE NUMBER FIGURE 1	0
	APPROVED BY:		


N
OHE
JOLLY ROAD
MW-2
ASPHALT
MW-1
UST
DISPENSER ISLANDS
MW-3
SIDEWALK
STORE
SIDEWALK
OFFICE
CAR WASH
UST
UST
DISPENSER ISLANDS
MW-4
CONCRETE
CANOPY
ASPHALT
MW-5B
SW
OHE
OLD NATIONAL HIGHWAY



LEGEND:

MW-1	GROUNDWATER MONITORING WELL
▲	SURVEYING BENCH MARK
⊗	UST FILL PORTS
○	UST VENT PIPES
⌀	UTILITY POLE
OHE	OVERHEAD ELECTRICAL LINE
SW	STORM SEWER
W	WATER LINE
G	NATURAL GAS LINE
	FENCE LINE
	AIR / VACUUM
I	ICE
☼	LIGHT POLE
	TELEPHONE BOOTHS
	GRASS
	INTERPRETED GROUNDWATER CONTOUR
	INTERPRETED GROUNDWATER FLOW DIRECTION
(70.98)	GROUNDWATER ELEVATION, FT
71.00	GROUNDWATER CONTOUR ELEVATION, FT

NOTES:
1) CONTOUR INTERVAL IS 0.5 FT

0 30' 60'

SCALE: 1"=30'

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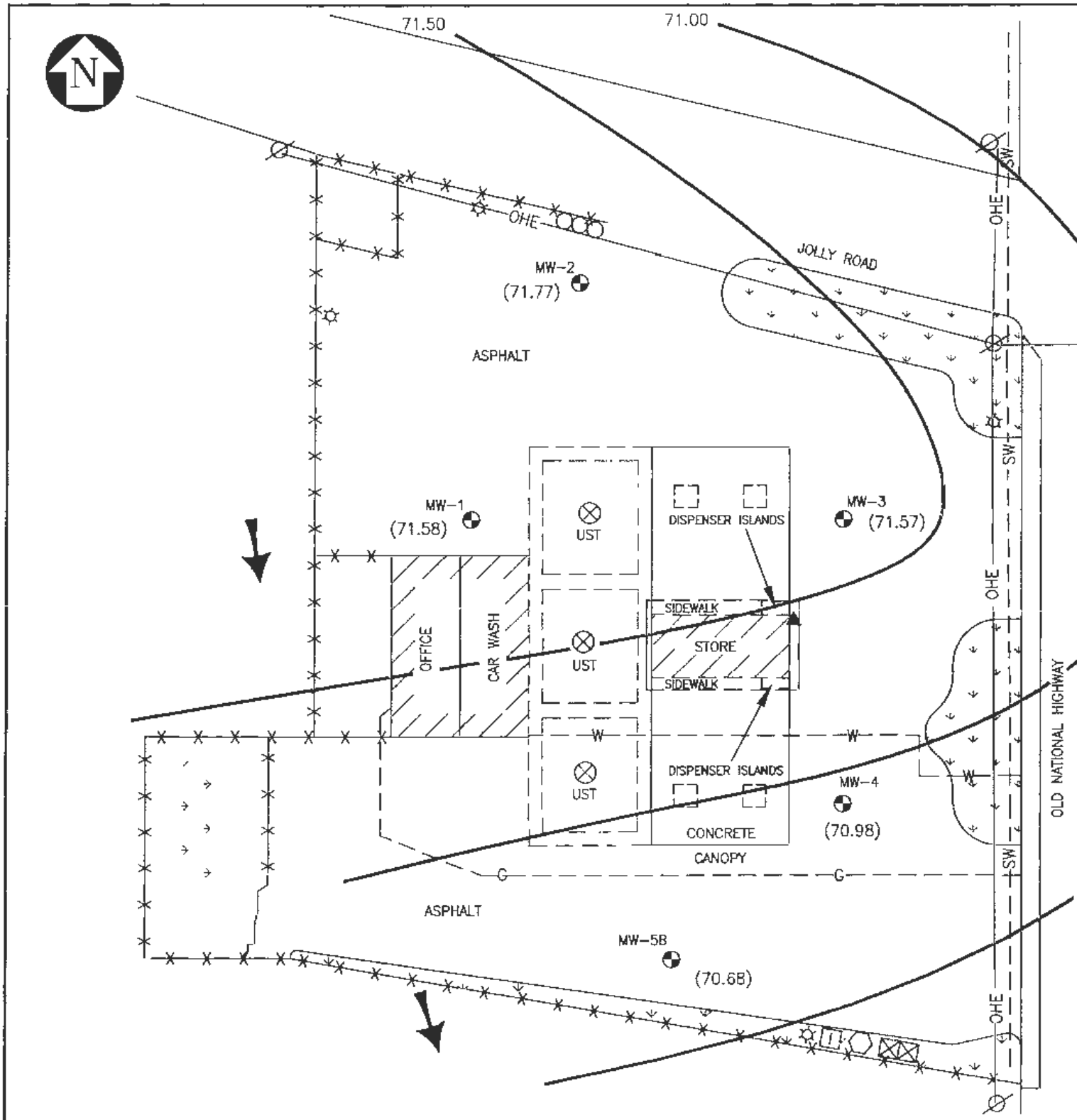
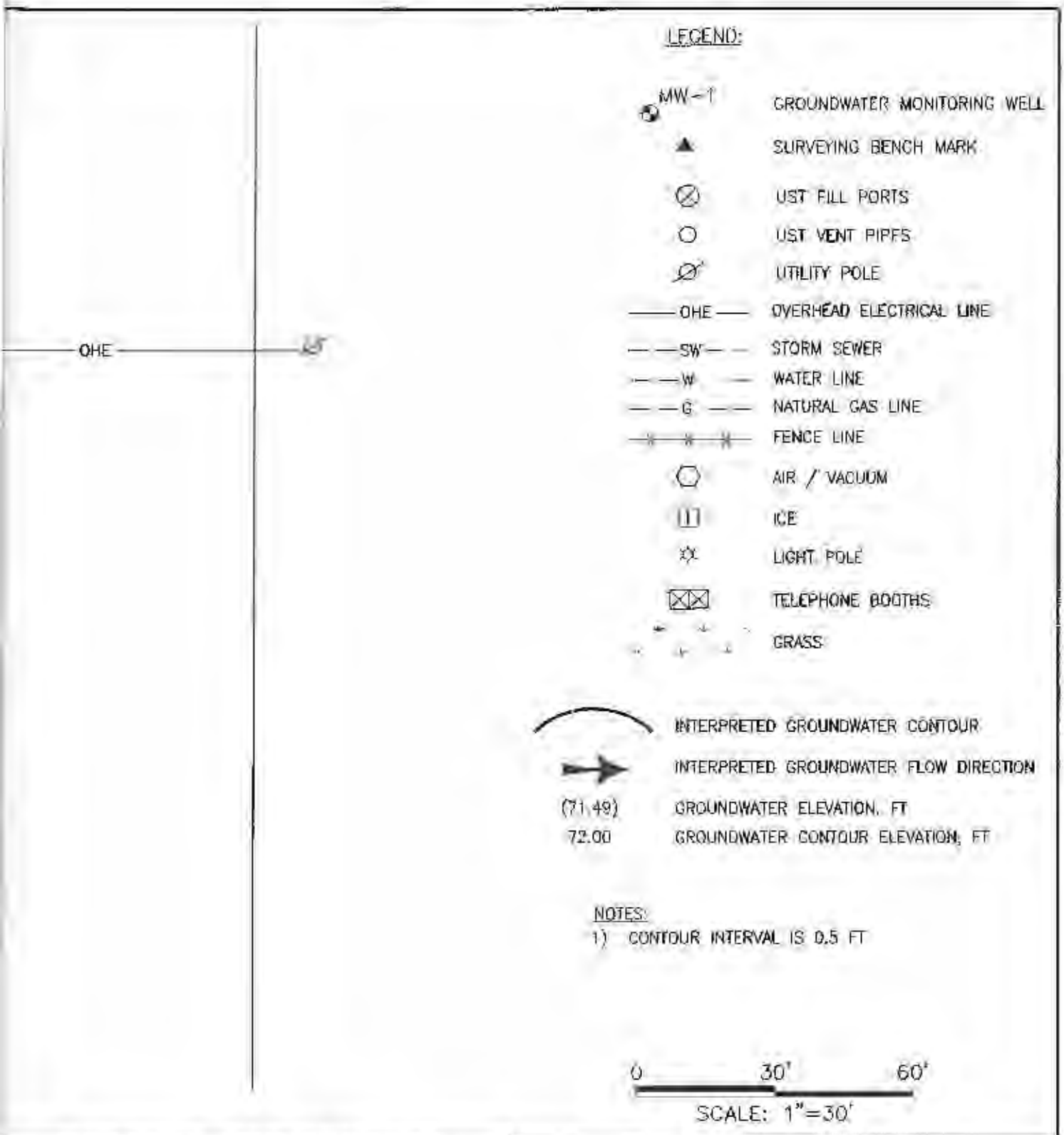
Fax: 770-792-6005

CROWN CENTRAL PETROLEUM CORPORATION
FORMER CROWN RETAIL STATION GA – 021
5275 OLD NATIONAL HIGHWAY, COLLEGE PARK, GEORGIA

POTENTIOMETRIC MAP
MONITORING EVENT 3 8/21/02

SCALE: 1"=30'	DRAWN BY: WMC	DRAWING NO. CROW0176.02	REV. NO.
DATE: 8/21/02	CHECKED BY: N WT	FIGURE NUMBER FIGURE 2A	0
REVISION DATE:	APPROVED BY:		


N
71.50
71.00
OHE
JOLLY ROAD
MW-2
(71.77)
ASPHALT
MW-1
(71.58)
UST
DISPENSER ISLANDS
MW-3
(71.57)
SIDEWALK
STORE
SIDEWALK
OFFICE
CAR WASH
UST
W
UST
DISPENSER ISLANDS
MW-4
(70.98)
CONCRETE
CANOPY
G
ASPHALT
MW-5B
(70.68)
SW
OLD NATIONAL HIGHWAY



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CROWN CENTRAL PETROLEUM CORPORATION
FORMER CROWN RETAIL STATION GA - 021
5275 OLD NATIONAL HIGHWAY, COLLEGE PARK, GEORGIA

POTENTIOMETRIC MAP
MONITORING EVENT 4 11/25/02

SCALE: 1"=30'	DRAWN BY: NAH	DRAWING NO. CROW0176.02	REV. NO.
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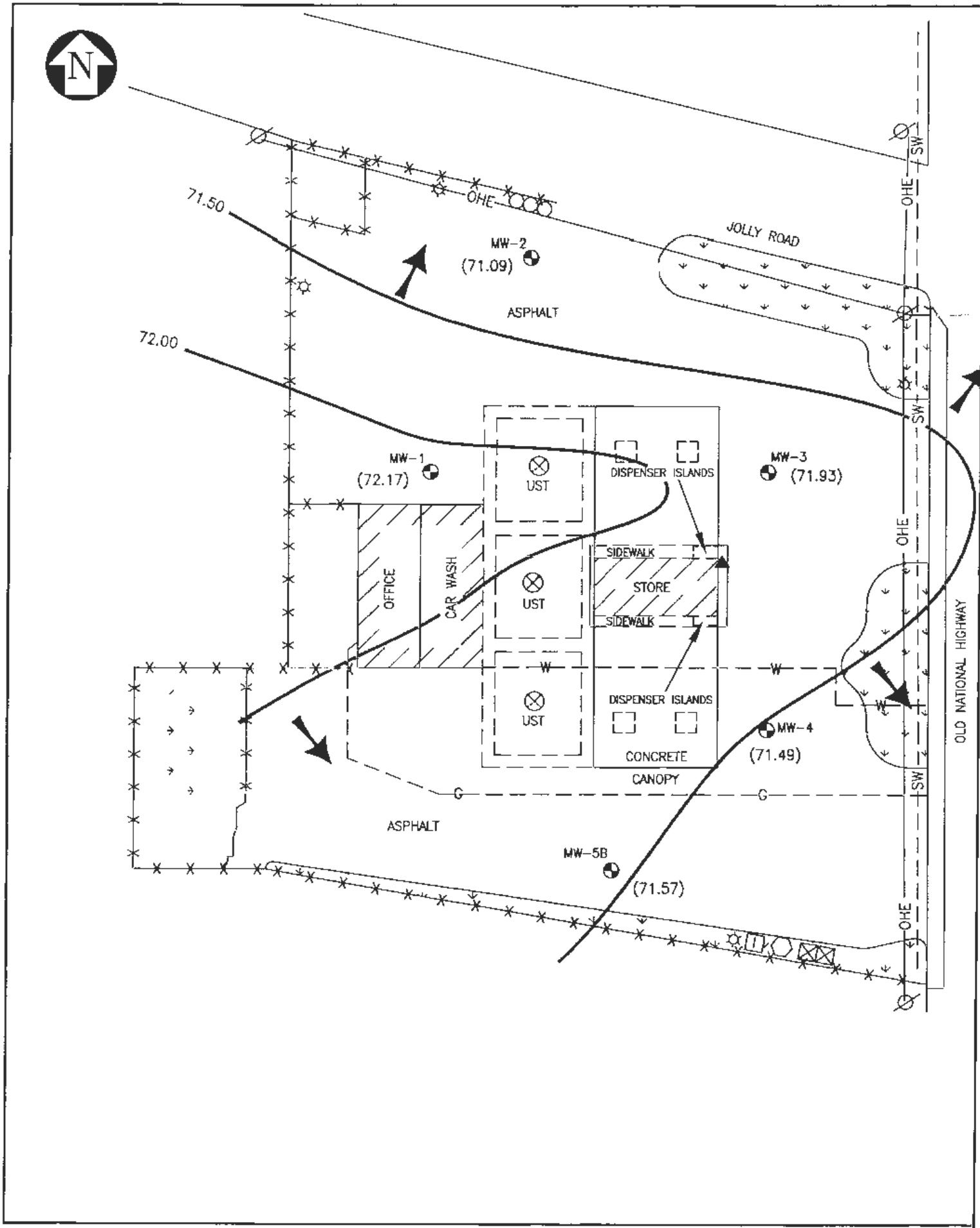
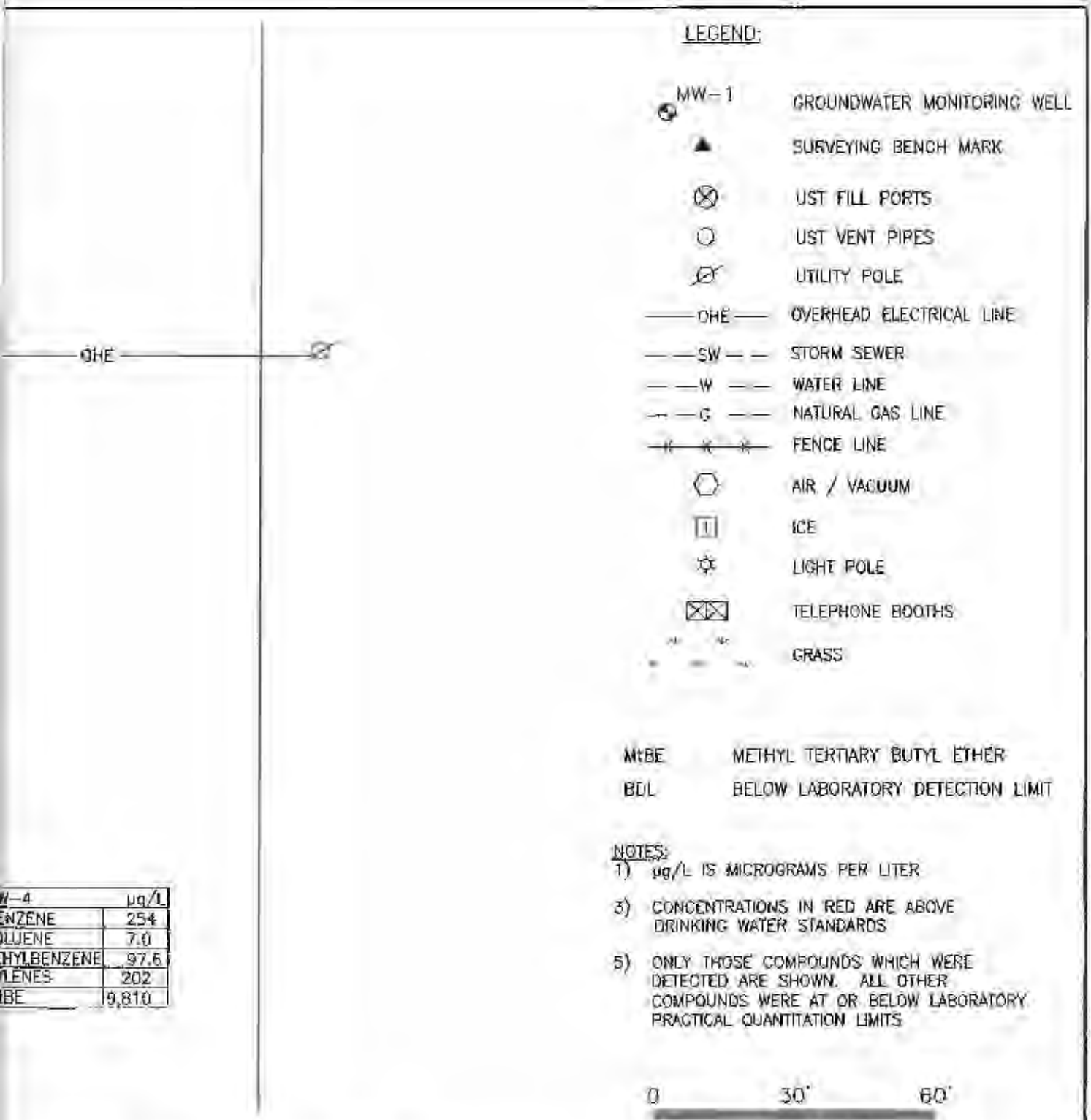
REVISED:	APPROVED BY: NAH		


N
OHE
71.50
MW-2
(71.09)
JOLLY ROAD
ASPHALT
72.00
MW-1
(72.17)
UST
DISPENSER ISLANDS
MW-3
(71.93)
SIDEWALK
STORE
SIDEWALK
OFFICE
CAR WASH
UST
UST
DISPENSER ISLANDS
MW-4
(71.49)
CONCRETE
CANOPY
ASPHALT
MW-5B
(71.57)
SW
OLD NATIONAL HIGHWAY



W-4	µg/L
ENZENE	254
OLUENE	7.0
HYLBENZENE	97.6
ILENES	202
IBE	9,810

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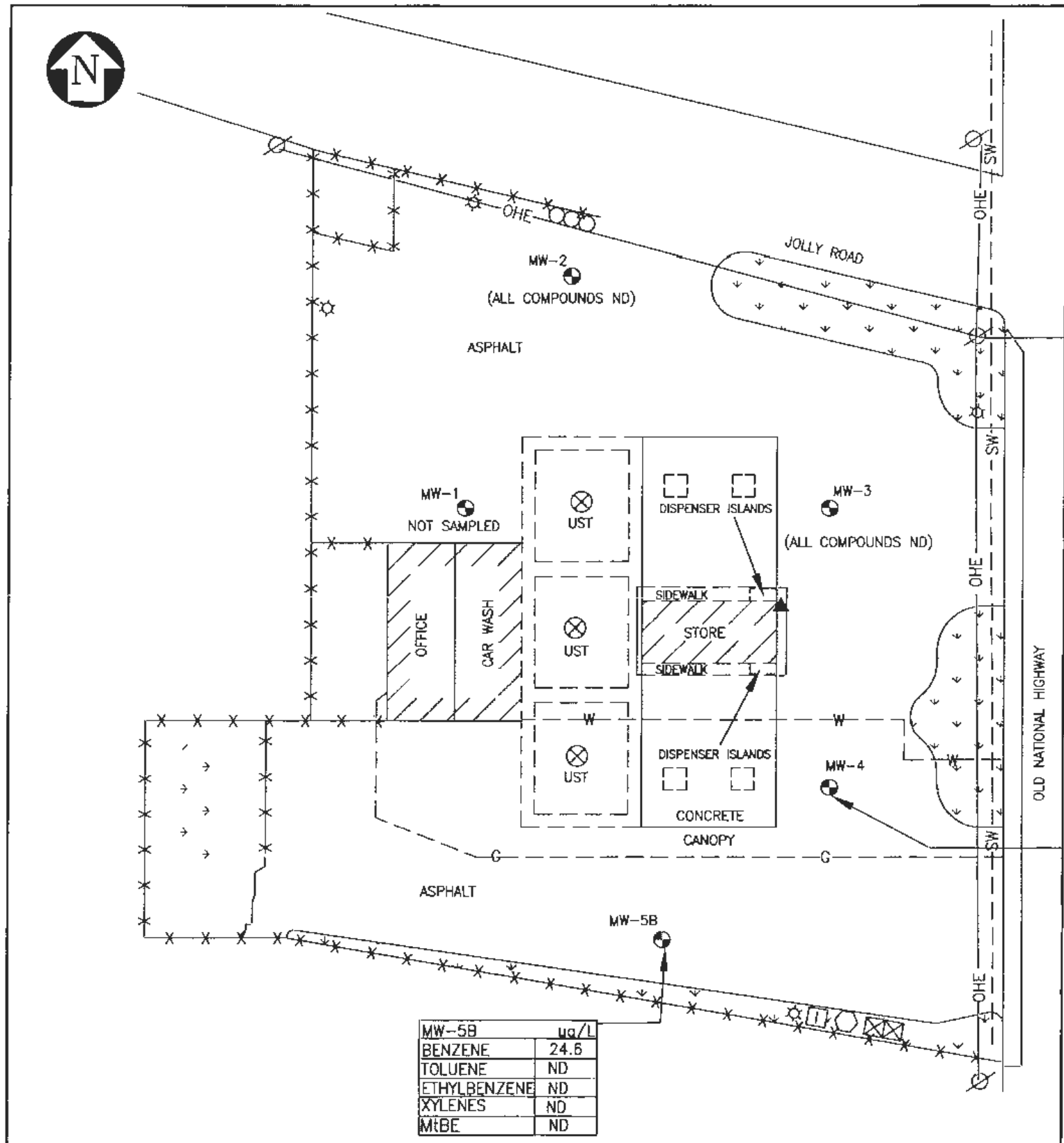
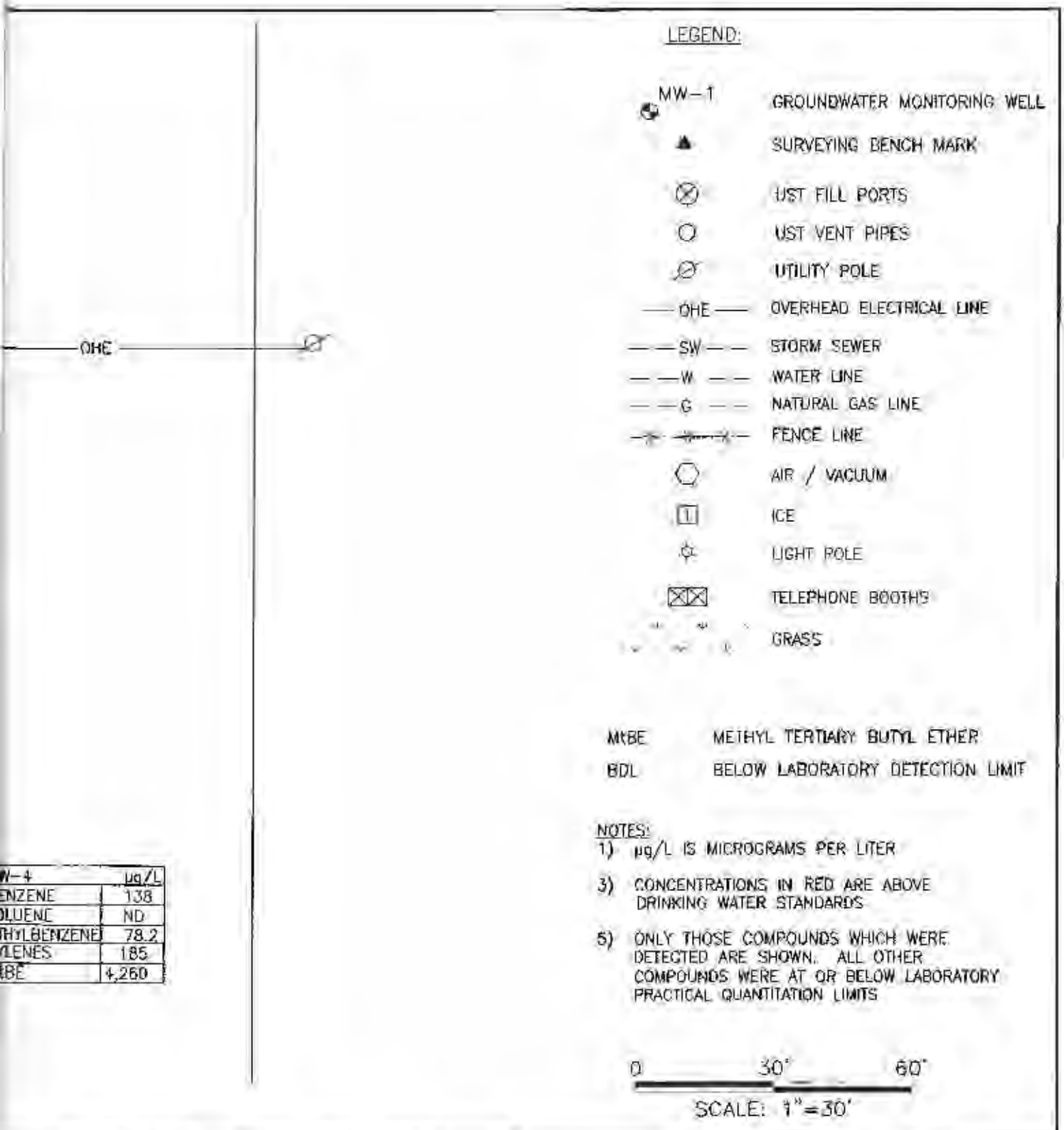
CROWN CENTRAL PETROLEUM
FORMER CROWN RETAIL STATION GA – 021
5275 OLD NATIONAL HIGHWAY, COLLEGE PARK, GEORGIA

GROUNDWATER QUALITY MAP
MONITORING EVENT 3 8/21/02

SCALE: 1"=30'	DRAWN BY: WMC	DRAWING NO. CROW0176.02	REV NO.
DATE: 8/21/02	CHECKED BY: AVM	FIGURE NUMBER FIGURE 3A	0
REVISION DATE	APPROVED BY:		



MW-5B	ug/L
BENZENE	24.6
TOLUENE	ND
ETHYLBENZENE	ND
XYLENES	ND
MtBE	ND



W-4	µg/L
ENZENE	138
OLUENE	ND
THYLBENZENE	78.2
YLENES	185
BE	4,260

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CROWN CENTRAL PETROLEUM
FORMER CROWN RETAIL STATION GA – 021
5275 OLD NATIONAL HIGHWAY, COLLEGE PARK, GEORGIA

GROUNDWATER QUALITY MAP
MONITORING EVENT 4 11/25/02

SCALE: 1"=30'	DRAWN BY: NAH	DRAWING NO. CROWG175.02	REV. NO.
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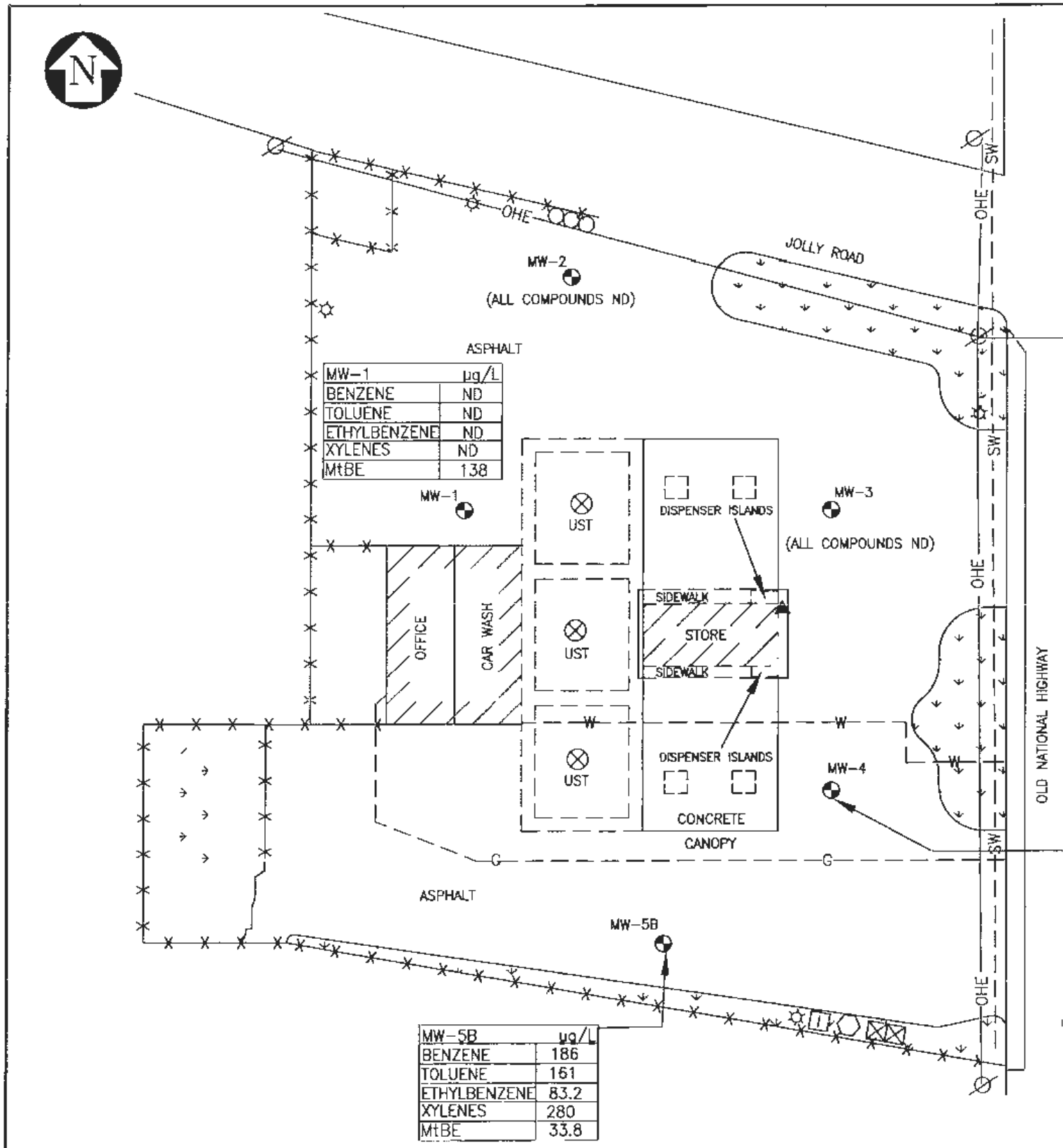
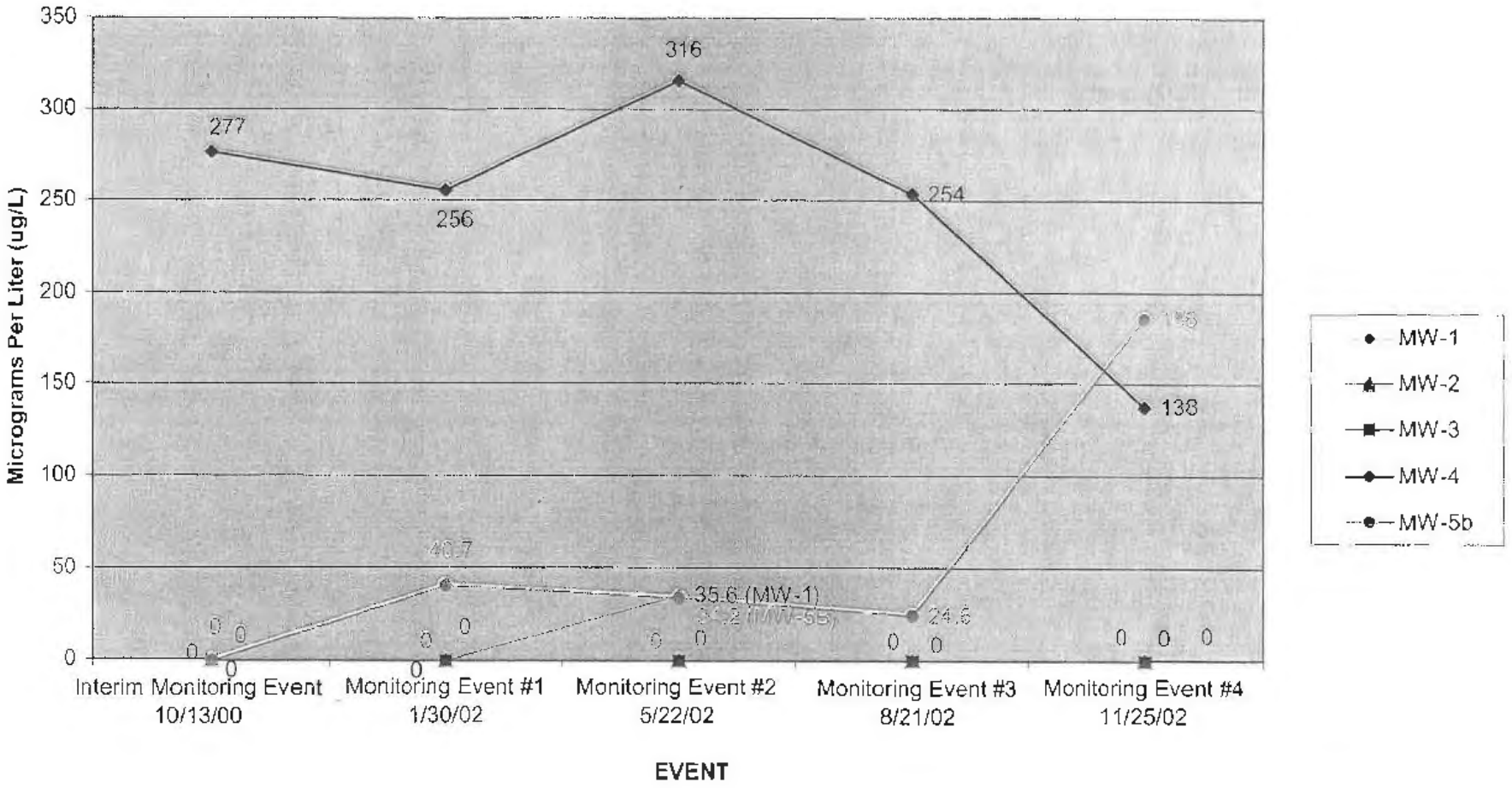
REVISION DATE:	APPROVED BY:		


N
OHE
JOLLY ROAD
MW-2
(ALL COMPOUNDS ND)
ASPHALT
MW-1 µg/L
BENZENE ND
TOLUENE ND
ETHYLBENZENE ND
XYLENES ND
MtBE 138
MW-1
UST
UST
UST
DISPENSER ISLANDS
MW-3
(ALL COMPOUNDS ND)
SIDEWALK
STORE
SIDEWALK
OFFICE
CAR WASH
DISPENSER ISLANDS
CONCRETE
CANOPY
MW-4
W
G
ASPHALT
MW-5B
MW-5B µg/L
BENZENE 186
TOLUENE 161
ETHYLBENZENE 83.2
XYLENES 280
MtBE 33.8
SW
OLD NATIONAL HIGHWAY

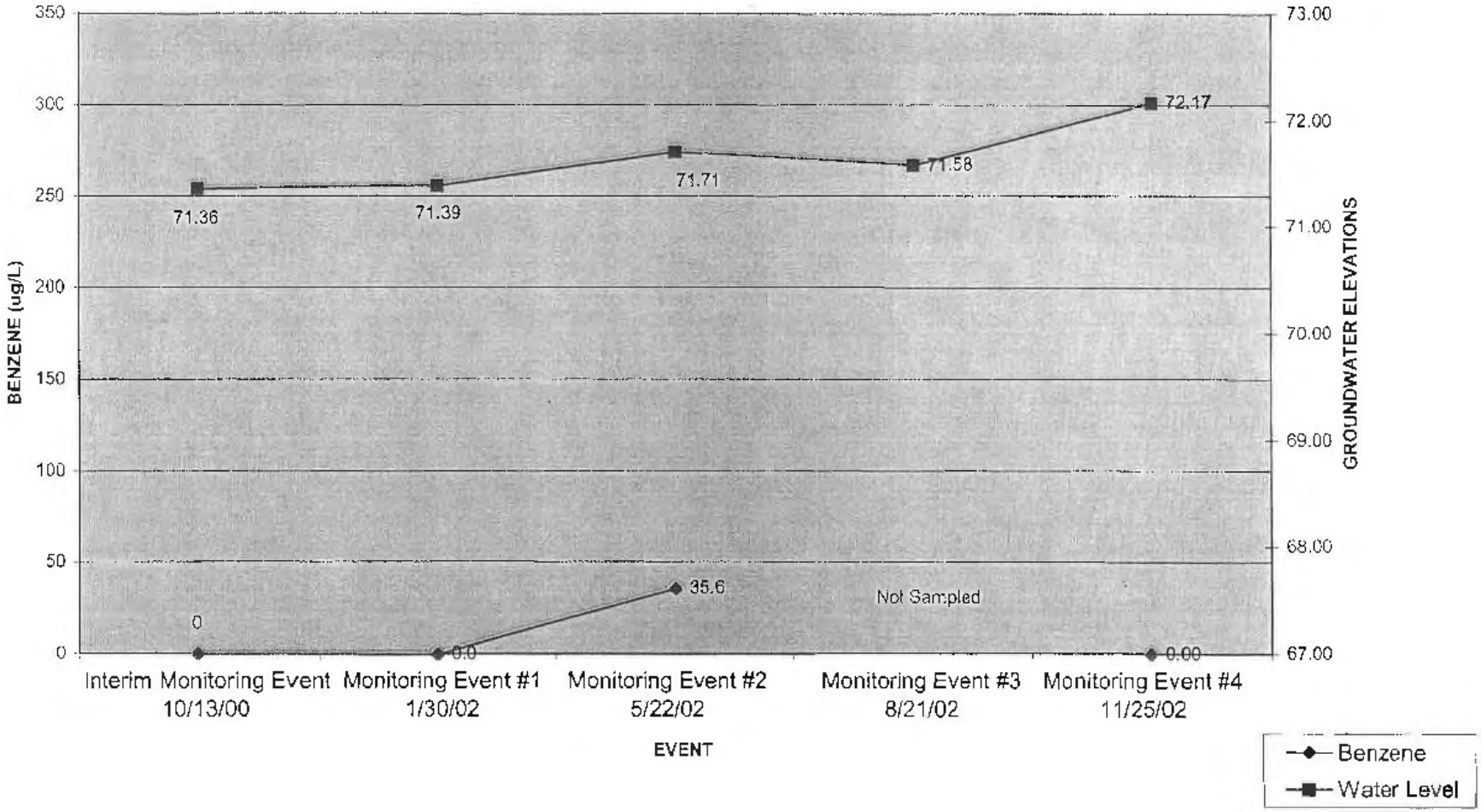
Benzene Concentrations

Figure 4a

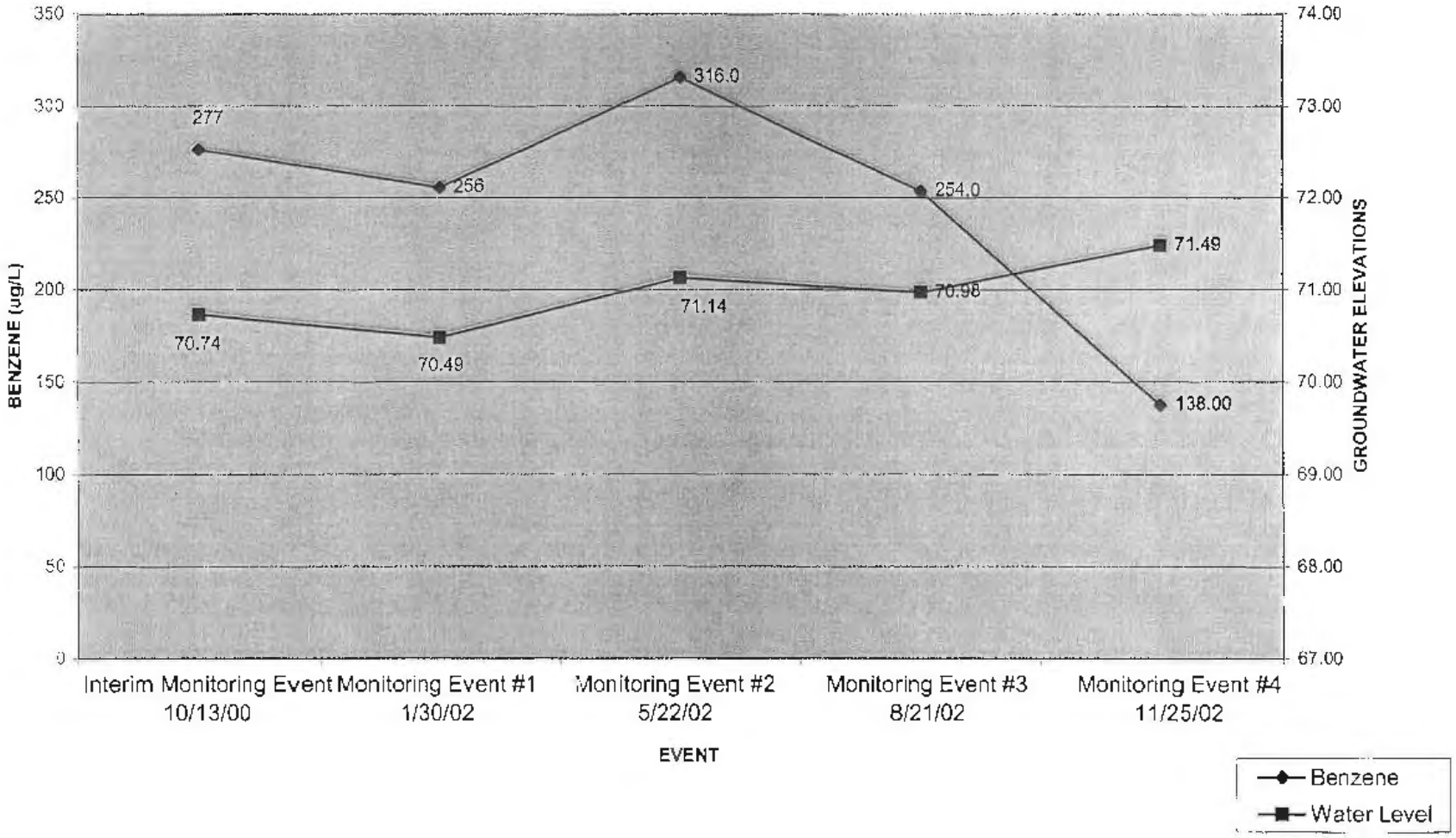


MW-1 not sampled during Mon Event #3

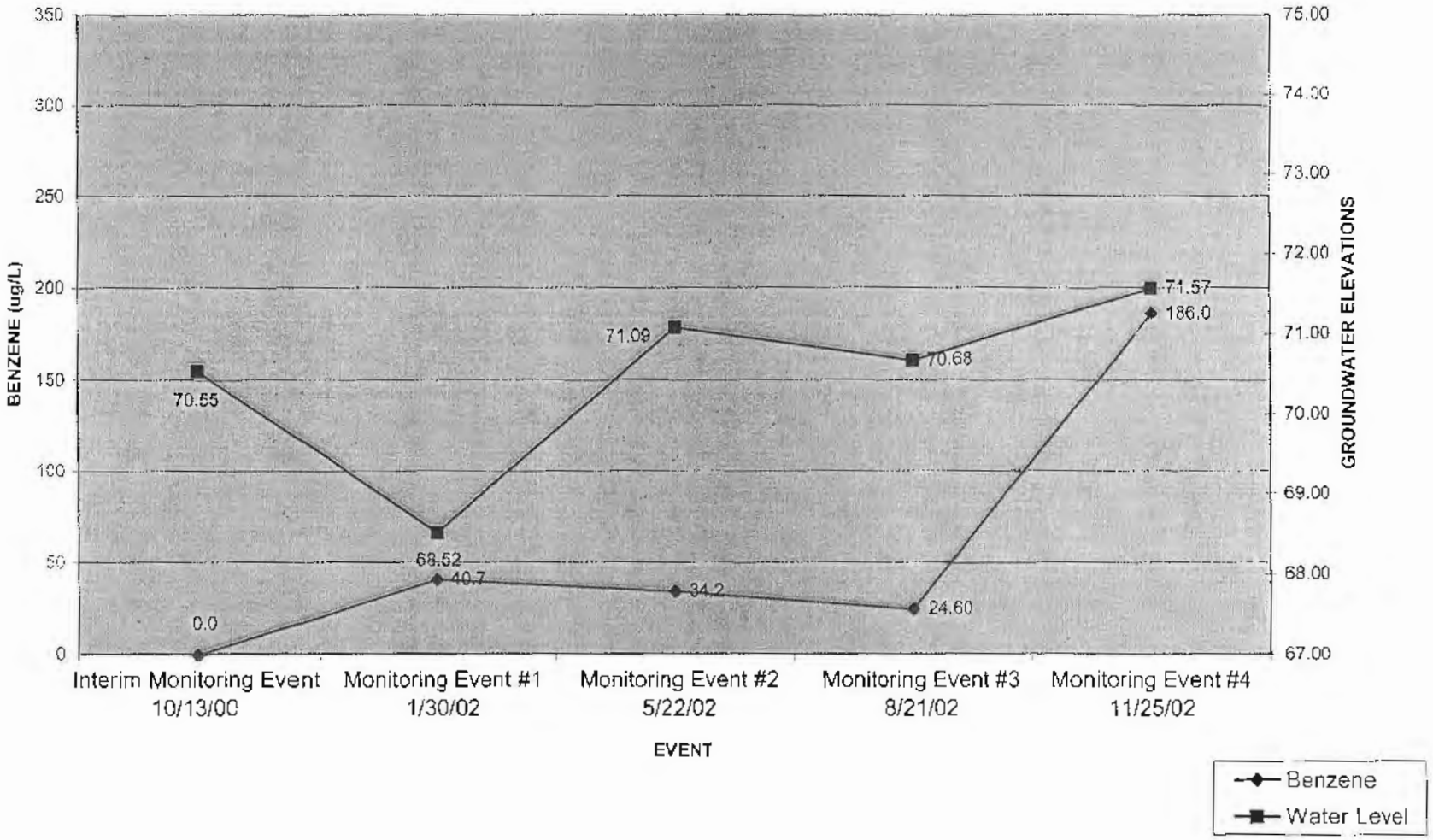
Monitoring Well MW-1
Figure 4b



Monitoring Well MW-4
Figure 4c



Monitoring Well MW-5B
Figure 4d



Appendix II

Former Crown Station GA-021
5275 Old National Highway, College Park, Georgia
USTMP Facility ID # 060123*1

TABLE 1: GROUNDWATER ELEVATIONS

Well Number	Date of Measurement	Ground Surface Elev. (ft)	Top of Casing Elev. (ft)	Screened Interval (ft)	Depth to PSH (ft)	Depth to Water (ft)	Corrected Groundwater Elev. (ft)
MW-1	10/13/2000	101.14	100.74	UNK-30.3 (1)	NA (2)	29.38	71.36
	1/30/2002	101.14	100.74	UNK-30.3	NA	29.35	71.39
	5/22/2002	101.14	100.74	UNK-30.3	NA	29.03	71.71
	8/21/2002	101.14	100.74	UNK-30.3	NA	29.16	71.58
	11/25/2002	101.14	100.74	UNK-30.3	NA	28.57	72.17
MW-2	10/13/2000	100.30	99.82	UNK-30.4	NA	28.70	71.12
	1/30/2002	100.30	99.82	UNK-30.4	NA	28.84	70.98
	5/22/2002	100.30	99.82	UNK-30.4	NA	28.01	71.81
	8/21/2002	100.30	99.82	UNK-30.4	NA	28.05	71.77
	11/25/2002	100.30	99.82	UNK-30.4	NA	28.73	71.09
MW-3	10/13/2000	100.08	100.40	UNK-30.0	NA	29.23	71.17
	1/30/2002	100.08	100.40	UNK-30.0	NA	29.11	71.29
	5/22/2002	100.08	100.40	UNK-30.0	NA	28.77	71.63
	8/21/2002	100.08	100.40	UNK-30.0	NA	28.83	71.57
	11/25/2002	100.08	100.40	UNK-30.0	NA	28.47	71.93
MW-4	10/13/2000	99.10	98.74	UNK-29.8	NA	28.00	70.74
	1/30/2002	99.10	98.74	UNK-29.8	NA	28.25	70.49
	5/22/2002	99.10	98.74	UNK-29.8	NA	27.60	71.14
	8/21/2002	99.10	98.74	UNK-29.8	NA	27.76	70.98
	11/25/2002	99.10	98.74	UNK-29.8	NA	27.25	71.49
MW-5B	10/13/2000	97.80	97.54	UNK-33.2	NA	26.99	70.55
	1/30/2002	97.80	97.54	UNK-33.2	NA	29.02	68.52
	5/22/2002	97.80	97.54	UNK-33.2	NA	26.45	71.09
	8/21/2002	97.80	97.54	UNK-33.2	NA	26.86	70.68
	11/25/2002	97.80	97.54	UNK-33.2	NA	25.97	71.57

(1) = Monitoring wells were installed by a previous contractor and the screen interval is unknown
(2) = Not applicable

Former Crown Station GA-021
5275 Old National Highway, College Park, Georgia
USTMP Facility ID # 060123*1

TABLE 2: GROUNDWATER ANALYTICAL RESULTS

Well Number	Date Sampled	Benzene (ug/l)	Toluene (ug/l)	Ethylbenzene (ug/l)	Xylenes (ug/l)	Total BTEX (ug/l)	MtBE[1] (ug/l)
MW-1	10/13/2000	NS[2]	NS	NS	NS	NS	NS
	1/30/2002	ND[3]	ND	ND	ND	ND	709
	5/22/2002	35.6	176	48.5	1150	1410.1	621
	8/21/2002	NS	NS	NS	NS	NS	NS
	11/25/2002	ND	ND	ND	ND	ND	138
MW-2	10/13/2000	BRL[4]	BRL	BRL	BRL	BRL	BRL
	1/30/2002	ND	ND	ND	ND	ND	21.4
	5/22/2002	ND	ND	ND	ND	ND	ND
	8/21/2002	ND	ND	ND	ND	ND	ND
	11/25/2002	ND	ND	ND	ND	ND	ND
MW-3	10/13/2000	BRL	1.4	16.0	36.0	53.4	160.0
	1/30/2002	ND	ND	ND	ND	ND	ND
	5/22/2002	ND	ND	ND	ND	ND	25.1
	8/21/2002	ND	ND	ND	ND	ND	ND
	11/25/2002	ND	ND	ND	ND	ND	ND
MW-4	10/13/2000	277	13	89	208	587	1,050
	1/30/2002	256	11.9	12.7	245	525.6	1,620
	5/22/2002	516	26.3	166	321	829.3	9,800
	8/21/2002	254	7.0	97.6	202	560.6	9,810
	11/25/2002	138	ND	78.2	185	401.2	4,260
MW-5B	10/13/2000	BRL	BRL	BRL	BRL	BRL	BRL
	1/30/2002	40.7	21.4	7.9	52.5	122.5	122
	5/22/2002	34.2	ND	ND	ND	34.2	ND
	8/21/2002	24.6	ND	ND	ND	24.6	ND
	11/25/2002	136	161	83.2	280	710.2	33.8
GA USTMP DWQS[6]		5.0	1,000	700	10,000	NL	NL

(1) MtBE = Methyl tertiary butyl ether
(2) NS = Not sampled due to no groundwater recharge during that event
(3) ND = Not detected at or above practical quantitation limit (PQL)
(4) BRL = Below laboratory reporting limits
(5) Shading and bold indicates above DWQS
(6) DWQS - Drinking Water Quality Standards

March 5, 2019

Customer:
Citgo
5275 Old National Hwy
College Park, GA 30349

Test Location:
Citgo
5275 Old National Hwy
College Park, GA 30349

Facility ID: 601230

Summary of Test Results

Date Completed	Type of Test	Results	Due Next
3/1/2019	Line Tightness Test	PASS	3/1/2020
3/1/2019	Leak Detector Test	PASS	3/1/2020

Comments:
No issues or concerns were noted during testing procedures.

Center for Testing and Engineering thanks you for the opportunity to complete the above outlined work for you. CTE will contact you in advance to schedule a date and time for your next required test(s). If you have any questions, please contact us at (678) 673 6270.

Sincerely,

Cindy Waite
Office Manager

APPENDIX E
PERSONELL QUALIFICATIONS

ETOWAH ENVIRONMENTAL SERVICES

CURRICULA VITAE
DENNIS P. POPHAM, P.G.

9 BEDFORD COURT
CARTERSVILLE, GA

Title Principal Geologist

Expertise
Phase I and II Environmental Assessments
Environmental Compliance Audits
Detailed Geologic Assessments
Groundwater Investigations
UST Closure Projects
Asbestos Project Management

Academic Background
B.A. (1984) Earth Science, Auburn University
B.S. (1985) Geology, Auburn University

Experience A total of twenty-nine years previous experience in the field of environmental consulting. Highlights of past experience include:

President: Etowah Environmental Services, Inc. (2002-Present)

- Performed numerous Phase I and Phase II Environmental Site Assessments of industrial properties and commercial properties in the Southeastern US.
- Since 2003, Etowah has been under contract with DeKalb County Georgia to provide environmental consulting services in support of the County's Greenspace and Land Acquisition Programs.
- Provided environmental consulting services to the City of Rome, Georgia and the City of Cartersville, Georgia for several community redevelopment projects.
- Performed numerous underground storage tank closure projects in Georgia, North Carolina and Florida.
- Assisted several clients with compliance with the State of Georgia EPD's Hazardous Site Assessment Act (HSRA) Program. Prepared compliance status reports (CSR) for two industrial properties.
- Completed CAP-A and CAP-B projects for several private gasoline stations and two golf courses.
- Completed detailed Hydrogeologic Assessments for wastewater land application systems for three municipalities in Georgia.
- Prepared a site suitability study for a proposed expansion of a municipal solid waste landfill in Troup County Georgia.
- AHERA Inspector and Management Plan Consultant for Bartow County Schools, City of Marietta Schools and Cartersville City Schools.

Senior Environmental Geologist: Nova Engineering and Environmental, Inc. (1999-2002)

- Managed Nova's Environmental Consulting Group. Was responsible for over $1.5 million in yearly income for the company.
- Performed over 200 Phase I Phase II ESA's and GEPA Studies for clients including Wal-Mart, Carter & Associates, Cousins Properties, and several local banks.

- Environmental Remediation Project Manager for several environmental construction projects in Atlanta, Georgia, including the renovation of Bobby Dodd Stadium, the Atlanta Public Schools new office building and the new City of Atlanta Courthouse.
- Completed Underground Storage Tank Closure project at hospitals, construction sites and industrial facilities, and prepared several UST Corrective Action Plans;
- Conducted asbestos and lead-paint surveys for several commercial facilities and office buildings. Managed asbestos and lead paint abatement at several facilities.

Project Geologist: Dames & Moore, Inc. (1990-1999)

- Phase I Group Manger (1994/95). Managed a staff of four in the Atlanta, Georgia office.
- Project team member for several multi-site environmental compliance audits for clients including Georgia Pacific, Tenneco, and the Southern Company.
- Conducted a focused site characterization and subsequent remediation project at a State Superfund site in Ohio for the Union Carbide Corporation.
- Assisted Shell Chemical Company and Riverwood International Corporation with environmental sensitively evaluations during the site selection processes for new manufacturing facilities in Georgia and South Carolina.
- Project Manager for a 10-year asbestos abatement project at the Babcock and Wilcox Naval Nuclear Fuel facility in Lynchburg, Virginia. Project involved the removal of asbestos contaminated with radionuclides.
- Task Manager for asbestos material inspections of nine hydropower plants operated by the U.S Army Corps of Engineers.

Sr. Project Manager: Asbestos Abatement Services (1987-1990)

- Management Planner for AHERA surveys of over 100 schools in the Cobb County, City of Marietta and City of Decatur school systems.
- Developed Asbestos abatement specifications and oversaw removal projects in several office buildings, hospitals and industrial facilities.

Industrial Hygiene Technician; Clayton Environmental Consultants; (1986-1987)

- Performed indoor air quality investigations.
- Conducted asbestos inspections and oversight of abatement projects.

Professional Registrations
State of Georgia, Registered Professional Geologist, License No. 1239
State of Georgia, Registered Soil Classifier
State of Tennessee, Registered Professional Geologist, License No. 5011

Professional Affiliations
The American Institute of Professional Geologist, Geological Society of America
Boy Scouts of America (Assistant Scout Master).

Certifications
OSHA 40-Hour Training.
Department of Energy Level L Clearance.
Department of Defense Secret Clearance.
Red Cross First Aid/CPR certified/Wilderness First Aid
AHERA Asbestos Inspector/Management Planner
BSA Certified Lifeguard

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Z21-011: Council to consider a rezoning at 0 Estes Rd for the purpose of building a townhome community
DATE:	July 27, 2021
SUBJECT:	Z21-011: Council to consider a rezoning at 0 Estes Rd for the purpose of building a townhome community
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
z21-011	Cover Memo	7/22/2021
Z21-011 0 Estes Rd staff report FINAL FOR COUNCIL 7.27.21	Cover Memo	7/22/2021

Z21-011

Rezoning
0 Estes Dr.

City Council Meeting
City of South Fulton
July 27, 2021

Z21-011: 0 Estes Dr.

- At the Zoning Hearing, Council added an additional condition of placement of “No Parking” signs
- Planning Commission recommendation is 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: **Z21-011 for 0 Estes Rd**

MEETING DATE: July 27, 2021

Applicant seeks to rezone from **R-3 (Residential) to TR (Townhome)** for the purpose of building townhomes.

STAFF RECOMMENDATION: Approval with conditions

PLANNING COMMISSION RECOMMENDATION: Approval with conditions

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Michele Battle for Proterra Development 133 Johnson Ferry Road Suite 500 Marietta, Georgia 30068
Status of Applicant:	Developer
City Council District(s):	District 5
Parcel ID Number:	13 0096 LL0561
Area of Property:	10.9 Acres
Current/Past Use of the Property:	Undeveloped
Prior Zoning Cases/History:	1959Z -0054, information unavailable.
Surrounding Zoning:	North: CUP South: CUP East: R-3 West: R-4
2035 Future Land Use Designation:	Character Type: Suburban II Neighborhood Land Uses: Residential 2 to 3 Units per acre, Residential 3 to 5 Units per acre, Open Space, Public, Semi-Public and Institutional Zonings: R-3, R-3A, R-4, R-4A, R-5, R-5A, TR, CUP, NUP
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: Buffington Rd Classification: Minor Arterial Public Transit: Yes, MARTA serves Buffington Rd.

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 April 15th via Zoom. 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. This proposal is for a future low to medium density townhome development. A total of 54 townhomes are proposed, all with 2-car garages and at minimum, a 2-car driveway. There are guest parking spaces, a mail kiosk, walking trails, and a children's play area on the conceptual plan as well. The property is surrounded by residential development and would fit in well in the area.

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

   No. The project as proposed would not negatively affect the surrounding neighborhood and is of the same nature.

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

   Undetermined. The current zoning of the property is for low density single family residential. Given current commodity prices, density allowances, and required setbacks, retention, and buffers, there may be some substantial challenges with the commercial viability of a different type of project.

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 higher than what is currently in the area, it would not be such that there would be a material impact on current infrastructure or services. Streets and transportation in the area would not be overburdened. Current utility infrastructure is sufficient for this proposal. 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. This rezoning request is in compliance with the future 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.

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.

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: 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

Approval with conditions. This development is suitable for the area. It would be an improvement to the site and is in line with the Future Land Use Map and the residential theme of the area.

The Councilmember for D5 has requested the condition of four-sided brick buildings be imposed on this project. Staff agrees.

At the July 14, 2021 Zoning Hearing, the Council added the additional condition of placement of "No Parking" signs in the development along the streets so that guests will know to only use the guest parking. Staff agrees with this request.

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.

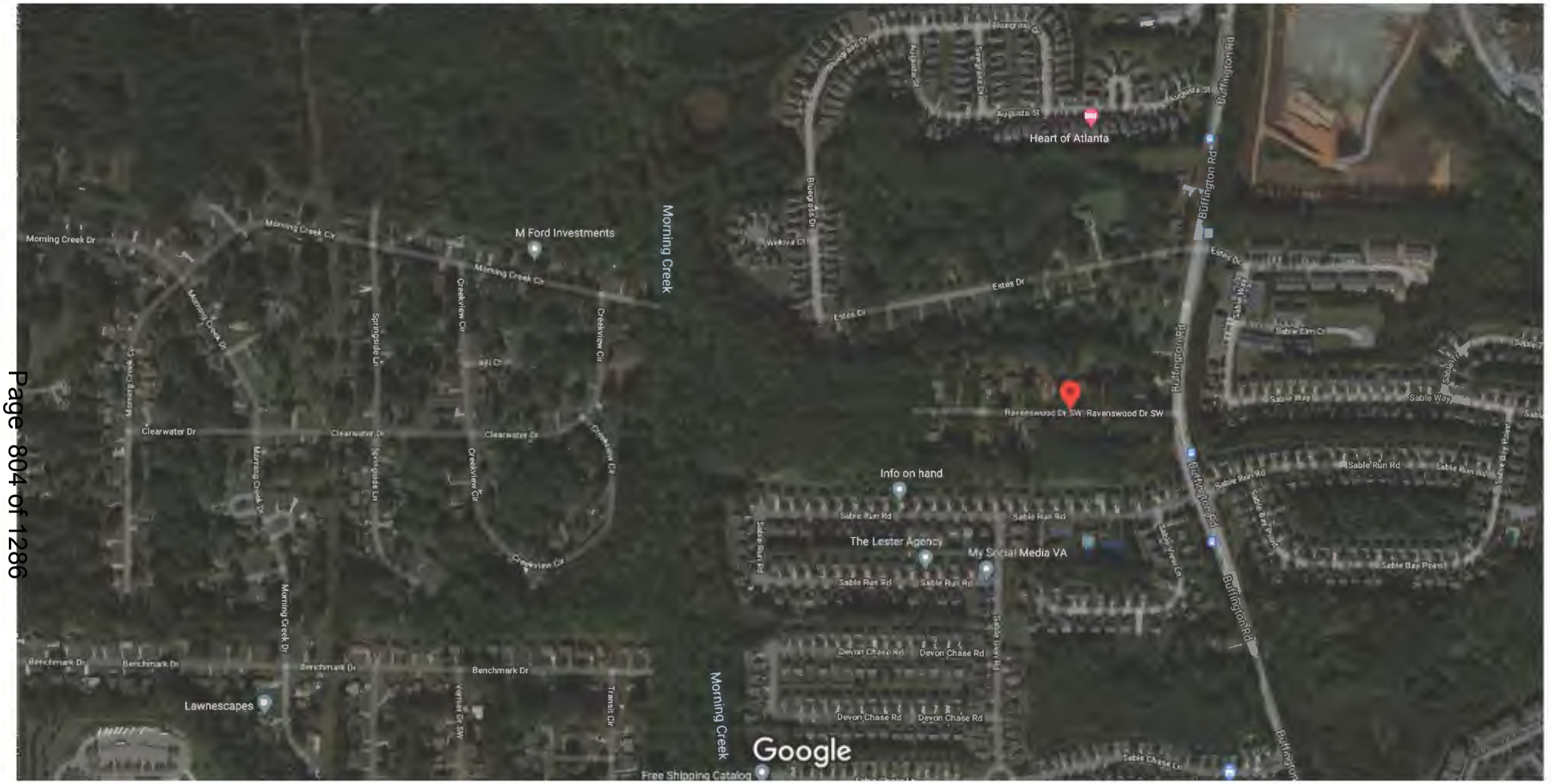
PLANNING COMMISSION RECOMMENDATION

At the June 15, 2021 Planning Commission meeting, the board recommended approval with the specified conditions.

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

REVIEWED BY: Shayla Reed, Director, CDRA

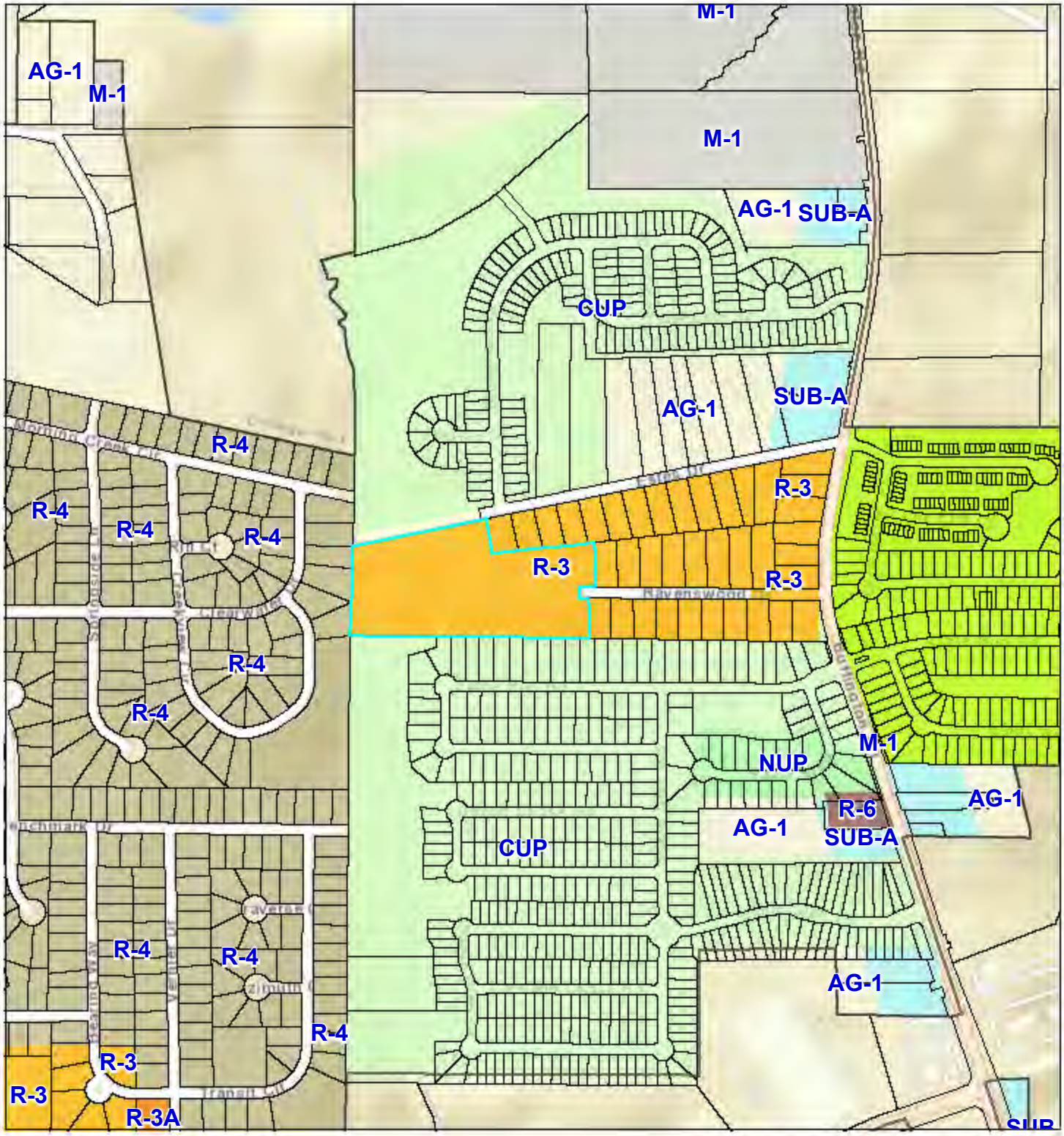
Google Maps Ravenswood Dr SW



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

City of South Fulton I July 27, 2021

COSF ArcGIS Web Map



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0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

City Limits

Tax Parcels from County

Current Zoning

AG-1 (Agricultural)

CUP (Community Unit Plan)

M-1 (Light Industrial)

MIX (Mixed Use)

NUP (Neighborhood Unit Plan)

R-3 (Single Family Dwelling)

R-3A (Single Family Dwelling)

R-4 (Single Family Dwelling)

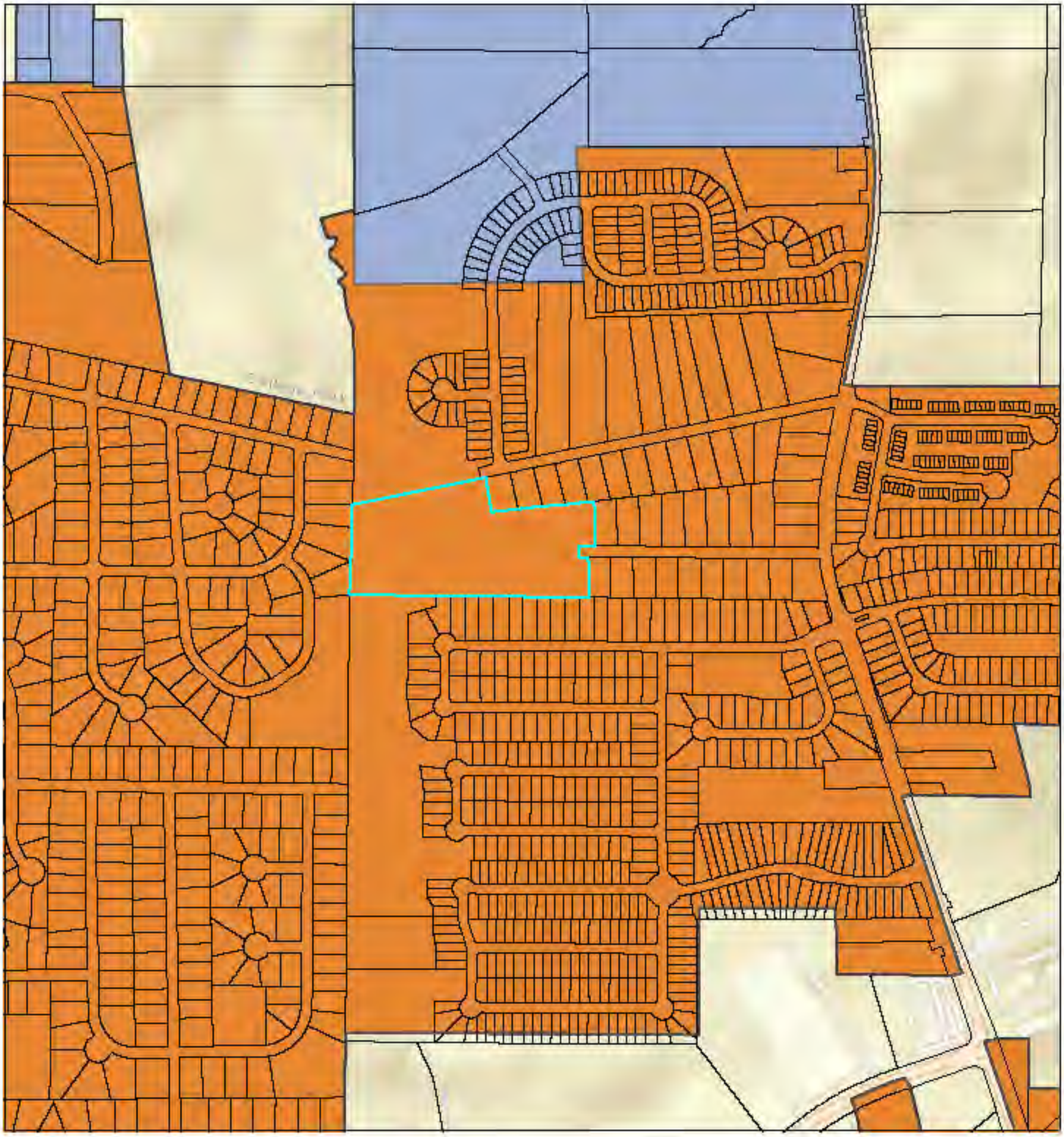
R-6 (Single Family Dwelling)

SUB-A (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

Business Park

Suburban II Neighborhood

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

Web AppBuilder for ArcGIS
City of South Fulton, GA



SITE LOCATION MAP
NTS

City of South Fulton I July 27, 2021



SITE NOTES:

1- SITE AREA----------+/-10.96 ACRES
2- STREAM BUFFERS ON THE WEST SIDE OF PROPERTY----+/-0.73 ACRES
4- NET SITE AREA----------+/- 10.23 ACRES
5- PROPERTY IS LOCATED IN LL96, 13TH DISTRICT, FULTON COUNTY, GA. PER SURVEY BY J.F. HIGGINS LAND SURVEYING, PC DATED 5/21/2003
6- FULTON COUNTY SEWER MAIN IS ON THE WESTERN SIDE OF THE SITE. THIS HAS NOT BEEN CONFIRMED AS YET BY THE COUNTY.
7- FULTON COUNTY WATER APPEARS TO BE LOCATED NEAR THE SITE. THIS HAS NOT BEEN CONFIRMED BY THE COUNTY.
8- TOWNHOMES----------54
9- TOWNHOMES WILL BE TWO STORY WITH TWO CAR GARAGE. THE DRIVEWAYS FOR EACH UNIT ARE 18' DEEP BETWEEN THE FACE OF THE UNIT AND THE SIDEWALK. ALL UTILITY BOXES WILL BE LOCATED ON THE REAR OF THE UNITS. UNITS ARE STAGGERED BY TWO FEET IN GROUPS OF TWO.
10- DENSITY----------4.93 DU/ACRE
11- SITE AMENITIES INCLUDE A LARGE PLAY AREA, COMMUNITY GARDEN AREA, TRAIL SYSTEM AND PARK AREA AT THE FRONT OF THE COMMUNITY.
12- TOTAL PARKING
A- EACH TOWN HOME UNIT HAS A 2 CAR GARAGE----------108 SPACES
B- EACH TOWN HOME HAS TWO SPACES ON THIER DRIVES------108 SPACES
C- THERE ARE GUEST SPACES PROVIDED ALONG THE ROADS-- 27 SPACES
TOTAL PARKING PROVIDED-----243 SPACES
SPACES PER UNIT---------- 4.5 SPACES
13- LED STREET LIGHTS WILL BE PROVIDED AT PROPER SPACING ALONG THE COMMUNITY STREETS AND PARKING AREAS.
14- ALL PUBLIC ROADS 24' WIDE WITH 50' R/W
15- PROPERTY CURRENT ZONING R-3
16- PROPERTY PROPOSED ZONING TR
17- RESIDENTIAL SPEED LIMITS ARE 30 MPH PER O.C.G.A. 40-6-181 (2010)
18- RESIDENTIAL UNITS, THAT ARE ALL TWO STORY WILL RANGE FROM 1800SF TO 2300SF. ASSUMING AN AVERAGE HOME SIZE OF 2050 SF THE APPROXIMATE TOTAL SQUARE FOOTAGE WILL BE +/-110,700 SF.
19- THERE IS NO INDICATION THERE ARE ANY MAJOR UTILITY R/W CROSSING THE SITE. THE SURVEYOR DID NOT NOTE ANY AND THERE IS NO VISUAL EVIDENCE ON AIR PHOTOS.
20- THE MINIMUM LOT SIZE FOR THE COMMUNITY IS 23.6' WIDE BY 75.3' DEEP. (SEE DETAIL ABOVE)

LP-2 **TOWNHOME CONCEPT**
Scale: 1"= 60'-0"

STATE OF GEORGIA
JON M. DAVIS
REGISTERED LANDSCAPE ARCHITECT

0 60 120 180
GRAPHIC SCALE 1"=60'
APRIL 21,2021

N

JMD RLA
JON M. DAVIS, RLA
LANDSCAPE ARCHITECTS/LAND PLANNERS
2355 MUIRFIELD WAY
DULUTH, GA 30096
PHONE 678-427-6928
EMAIL jonmdavisrla@comcast.net

Proposed Project Renderings









Fulton County Schools
Where Students Come First

Rezoning Impact Statement

5/28/2021

PETITION: Z21-011

JURISDICTION: SF

Proposed Residential Units

Single-family detached	Townhouses	Apartments	Condominiums
0	54	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
Feldwood ES	641 to 681	875	2 to 23	-234 to -194	-234 to -171
McNair, Ronald MS	852 to 904	1,250	2 to 6	-398 to -346	-396 to -340
Banneker HS	1,511 to 1,605	1,900	2 to 12	-389 to -295	-387 to -283
TOTAL			**6 to 41**		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 July 27, 2021

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 REPORT
FORM E

Applicant: Proterra Development, LLC. c/o Battle Law, P.C. Petition No. _____

Date: 4.26.2021

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

See "Exhibit A" attached

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

A virtual community meeting was held via Zoom meeting was held April 15, 2021 at 6:30pm.

3. The following issues and concerns were expressed:

Community members were concerned about the traffic in which the proposed project would generate, a perceived decrease in home value, security concerns due to perceived increased crime in the area and the walking trail shown on the map, and whether the Subject Property is developable as there was mention of there possibly being swampland or a creek bed.

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

The Applicant explained that the proposed 54 units will not overburden the existing road infrastructure. Regarding the perceived decreased home value, the Applicant explained that the townhomes will be an asset to the community, starting in the high $200,000s. The Applicant agreed to install fencing along all areas of concern (via email). The Applicant is having a soil boring conducted to ensure the Subject Property is well-suited to be developed.

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.

"Exhibit A" - Mailing List
"Exhibit B" - Notice Letter
"Exhibit C" - Community Meeting Registration Sheet

"Exhibit A" - Mailing List

0 Estes Drive Mailing List_Revised[13]

Owner Name 1	Owner Address	Owner City	Owner Zip
Aliana Investment Holdings Lp	106 Todhunter Cres	Ajax On	
Double B Turnkey Investments LLC	980 Birmingham Rd # 501-132	Alpharetta	30004-4417
Rntr 3 LLC	3495 Piedmont Rd NE # 11	Atlanta	30305-1717
Anthony Williams Jr	2191 Essex Ave SW	Atlanta	30311-3319
Sandra Jones	2450 Maxwell Dr SW	Atlanta	30311-5507
Quentin M Burns	1974 Maywood Pl NW	Atlanta	30318-6373
E Lamar Real Estate Investments LLC	3379 Peachtree Rd NE Ste 555	Atlanta	30326-1418
Timothy T Johnson	2999 Continental Colony Pkwy SW Apt 312	Atlanta	30331-3072
Arjun Borrower LLC	4651 Roswell Rd	Atlanta	30342-3048
Agape Property Management Group LLC	4515 Scarborough Rd	Atlanta	30349-1767
Joycelyn Ogbonna	300 Wekiva Ct	Atlanta	30349-2901
Wendell Porter	310 Wekiva Ct	Atlanta	30349-2901
Antoine Lambert	315 Wekiva Ct	Atlanta	30349-2901
Kenya Askew	320 Wekiva Ct	Atlanta	30349-2901
William Keith	330 Wekiva Ct	Atlanta	30349-2901
Tarika Sullivan	335 Wekiva Ct	Atlanta	30349-2901
Fredric Daffin	345 Wekiva Ct	Atlanta	30349-2901
Shatiya Rosemond	355 Wekiva Ct	Atlanta	30349-2901
Watch Victor	5545 Buffington Rd	Atlanta	30349-2938
Baptiste Parris Jean	3464 Augusta St	Atlanta	30349-2954
Sabrina Clark	3468 Augusta St	Atlanta	30349-2954
Virgil Hill	3472 Augusta St	Atlanta	30349-2954
Jamaal Sancho	3480 Augusta St	Atlanta	30349-2954
Mudiaga Obarakpor	3484 Augusta St	Atlanta	30349-2954
Serita Montina Stinson	3488 Augusta St	Atlanta	30349-2954
Antwone K Urquhart	3496 Augusta St	Atlanta	30349-2954
Henry Johnson	5428 Bluegrass Dr	Atlanta	30349-2957
Shaunte H Hunter	5432 Bluegrass Dr	Atlanta	30349-2957
Kim Campbell	5400 Bluegrass Dr	Atlanta	30349-2958
Edward L Simon Jr	5404 Bluegrass Dr	Atlanta	30349-2958
Shdeanna Cooper	5408 Bluegrass Dr	Atlanta	30349-2958
Tommy Hunter	5416 Bluegrass Dr	Atlanta	30349-2958
Janet Guilford	5403 Bluegrass Dr	Atlanta	30349-2959
Shawnte Washington	5407 Bluegrass Dr	Atlanta	30349-2959

Vallicia Blackshear	5427 Bluegrass Dr	Atlanta	30349-2959
Lashanda R Hall	5435 Bluegrass Dr	Atlanta	30349-2959
Sandra D Ware	5439 Bluegrass Dr	Atlanta	30349-2959
Jonathan Mc Williams	3755 Clearwater Dr	Atlanta	30349-3515
Archie Horton	3635 Creekview Cir	Atlanta	30349-3521
Zarakera Moore	3645 Creekview Cir	Atlanta	30349-3521
Annette Butler	3685 Creekview Cir	Atlanta	30349-3521
Raymond Nicholson Jr	3720 Creekview Cir	Atlanta	30349-3524
Theodore Pearson	3760 Creekview Cir	Atlanta	30349-3524
Lucia Vasquez	3760 Clearwater Dr	Atlanta	30349-3529
Annie L Reeves	3780 Clearwater Dr	Atlanta	30349-3529
Lashunda Davis	3790 Clearwater Dr	Atlanta	30349-3529
Kathleen Miller	110 Rill Ct	Atlanta	30349-3532
Felicia J Russell	5420 Morning Creek Cir	Atlanta	30349-3536
Sunita Reese	3755 Springside Ln	Atlanta	30349-3551
Marlon Holt	3835 Creekview Cir	Atlanta	30349-3586
Clifford L Phillips	3413 Estes Dr	Atlanta	30349-3610
Michael A Britt	3433 Estes Dr	Atlanta	30349-3610
Dwayne Daniels	3463 Estes Dr	Atlanta	30349-3610
Maricruz Pacheco	3470 Estes Dr	Atlanta	30349-3611
Gerald B Austin	3500 Estes Dr	Atlanta	30349-3613
Francisca A Miranda	3880 Pebble Beach Dr	Atlanta	30349-3632
Dan Smith Sr	3415 Ravenwood Dr	Atlanta	30349-3633
Bevelyn H Parham	3435 Ravenwood Dr	Atlanta	30349-3633
Charter C Taylor Jr	3445 Ravenwood Dr	Atlanta	30349-3633
John W Marshall	3455 Ravenwood Dr	Atlanta	30349-3633
Rembert Kim Y Coley	3465 Ravenwood Dr	Atlanta	30349-3633
John Williams	3475 Ravenwood Dr	Atlanta	30349-3633
Chaundra N Simmons	3485 Ravenwood Dr	Atlanta	30349-3633
Nancy J Sanders	3400 Ravenwood Dr	Atlanta	30349-3634
Paula Guzman Rios	3420 Ravenwood Dr	Atlanta	30349-3634
Angela Robinson	3430 Ravenwood Dr	Atlanta	30349-3634
Tamiko Banks	3450 Ravenwood Dr	Atlanta	30349-3634
Matthew M Patrie	3460 Ravenwood Dr	Atlanta	30349-3634
Robert P Saxon	3470 Ravenwood Dr	Atlanta	30349-3634
Dee L Claborn III	3490 Ravenwood Dr	Atlanta	30349-3634
Hill Vernise Harris	3010 Sable Run Rd	Atlanta	30349-3658

Sheryl F Simmonds	3012 Sable Run Rd	Atlanta	30349-3658
Terria L Smith	3014 Sable Run Rd	Atlanta	30349-3658
Patricia S Dunac	3016 Sable Run Rd	Atlanta	30349-3658
Bookecia W Foster	3018 Sable Run Rd	Atlanta	30349-3658
Latoya B Smith	3024 Sable Run Rd	Atlanta	30349-3658
Brandi D Snipe	3034 Sable Run Rd	Atlanta	30349-3658
Wade Da Nelle Hunter	3070 Sable Run Rd	Atlanta	30349-3658
Tiffany Callaway Ferrell	3076 Sable Run Rd	Atlanta	30349-3658
Nicole A Smith	3078 Sable Run Rd	Atlanta	30349-3658
Vivian M Walton	3080 Sable Run Rd	Atlanta	30349-3658
Darren C Martin	3082 Sable Run Rd	Atlanta	30349-3658
Batista Yenny Nunez	3084 Sable Run Rd	Atlanta	30349-3658
Takiyyah Mc Caskill	3092 Sable Run Rd	Atlanta	30349-3658
Patricia A Cummings	3094 Sable Run Rd	Atlanta	30349-3658
Willie J Stanley	3098 Sable Run Rd	Atlanta	30349-3658
Jasmine M Lowe	3005 Sable Run Rd	Atlanta	30349-3659
Tova Treadwell	3007 Sable Run Rd	Atlanta	30349-3659
Shewana Chenell Johnson	3009 Sable Run Rd	Atlanta	30349-3659
Lauren M Edwards	3011 Sable Run Rd	Atlanta	30349-3659
Shelby Delaine Smith	3015 Sable Run Rd	Atlanta	30349-3659
Calvin Washington	3017 Sable Run Rd	Atlanta	30349-3659
Greg C Scott	3019 Sable Run Rd	Atlanta	30349-3659
Christopher O Bowman	3025 Sable Run Rd	Atlanta	30349-3659
John L Jones	3029 Sable Run Rd	Atlanta	30349-3659
Armand W Jones	3033 Sable Run Rd	Atlanta	30349-3659
Agape Property Management Group LLC	3035 Sable Run Rd	Atlanta	30349-3659
Malandra Thomas	3047 Sable Run Rd	Atlanta	30349-3659
Lacresha Charles	3051 Sable Run Rd	Atlanta	30349-3659
Marvin D Reese	3055 Sable Run Rd	Atlanta	30349-3659
Ted Hemingway	3059 Sable Run Rd	Atlanta	30349-3659
Khalid Lemaitre	3079 Sable Run Rd	Atlanta	30349-3659
Lakeshia Frett	3081 Sable Run Rd	Atlanta	30349-3659
Dwaine Adams	3083 Sable Run Rd	Atlanta	30349-3659
Betty J Burgess	3085 Sable Run Rd	Atlanta	30349-3659
Samuel Tyrone Hopkins	3087 Sable Run Rd	Atlanta	30349-3659
Kimbyatta V Farley	3091 Sable Run Rd	Atlanta	30349-3659
Jamela M Benjamin	3093 Sable Run Rd	Atlanta	30349-3659

Elaine C Dumas	3503 Devon Chase Rd	Atlanta	30349-3685
Daniel L Williams	3505 Devon Chase Rd	Atlanta	30349-3685
Mike G Anachebe	3513 Devon Chase Rd	Atlanta	30349-3685
Toni Powell	3517 Devon Chase Rd	Atlanta	30349-3685
Marvin A Mc Murray	3519 Devon Chase Rd	Atlanta	30349-3685
Yolanda Light	3523 Devon Chase Rd	Atlanta	30349-3685
Bernard Williams	3525 Devon Chase Rd	Atlanta	30349-3685
B Renee Leonard	5705 Sable Glen Rd	Atlanta	30349-3690
Wooley Davis	5715 Sable Glen Rd	Atlanta	30349-3690
Novella A Gaitor	5725 Sable Glen Rd	Atlanta	30349-3690
Kevin Anthony Mallett	635 Sable View Ln	Atlanta	30349-3699
Danyel E Pringle	645 Sable View Ln	Atlanta	30349-3699
Fatou Mbaye	655 Sable View Ln	Atlanta	30349-3699
Anthony Byrd	665 Sable View Ln	Atlanta	30349-3699
Demetric Thomas	670 Sable View Ln	Atlanta	30349-3699
Gary G Ross II	3024 Elmwood Ct	Atlanta	30349-4094
Twin Cribs LLC	8343 Roswell Rd Ste 164	Atlanta	30350-2810
Legacy Investment Group LLC	Po Box 191588	Atlanta	31119-1588
Alto Asset Co 2 LLC	5001 Plaza On The Lk Ste 200	Austin	78746-1053
Amnl Asset Co 1 LLC	5001 Plaza On The Lk Ste 200	Austin	78746-1053
Cpi Amherst Sfr Program Owner LLC	5001 Plaza On The Lk Ste 200	Austin	78746-1053
Rh Evergreen Ownerco LLC	5001 Plaza On The Lk Ste 200	Austin	78746-1053
Us Sfe Asset Company 5 LLC	5001 Plaza On The Lk Ste 200	Austin	78746-1053
Home Sfr Borrower LLC	8300 N Mopac Expy Ste 200	Austin	78759-8392
Regions Bank	1900 5th Ave N # 9th	Birmingham	35203-2610
Rodney Bernard	3810 Alta Vista Dr	Bowie	20721-4050
Reo Portfolio Group LLC	3760 Sixes Rd	Canton	30114-8192
Crowne Property Acquisitions LLC	2325 Pointe Pkwy Ste 250	Carmel	46032-3295
Fyr Sfr Borrower LLC	5100 Tamarind Reef	Christiansted	00820-4849
Home Sfr Borrower III LLC	1110 Strand St Ste 2A	Christiansted	00820-5083
Patricia J Mathis	5585 Buffington Rd	College Park	30349-2938
Rodney Byrd	3725 Clearwater Dr	College Park	30349-3515
Shery G Houston	3765 Clearwater Dr	College Park	30349-3515
Watts Yukon	3785 Clearwater Dr	College Park	30349-3515
Helen Carithers	3795 Clearwater Dr	College Park	30349-3515
Lisa Swann	3720 Clearwater Dr	College Park	30349-3516
Lindbergh Ivey	3815 Clearwater Dr	College Park	30349-3517

Clarence E Robinson	3825 Clearwater Dr	College Park	30349-3517
Aaron Brantley	3810 Clearwater Dr	College Park	30349-3518
Minnie L Mc Cutcheon	3695 Creekview Cir	College Park	30349-3521
Virginia Weaver	3620 Creekview Cir	College Park	30349-3522
Janice Muhammad	3630 Creekview Cir	College Park	30349-3522
Mitchell Doris Kinsey	3690 Creekview Cir	College Park	30349-3522
Billy E Hanna	3725 Creekview Cir	College Park	30349-3523
Miriam Guadalupe Moncada Garcia	3745 Creekview Cir	College Park	30349-3523
Joanne W Mc Kinney	3755 Creekview Cir	College Park	30349-3523
Shirley M Henry	3765 Creekview Cir	College Park	30349-3523
Johnny Richard Ponder	3700 Creekview Cir	College Park	30349-3524
Katherine S Hill	3710 Creekview Cir	College Park	30349-3524
Willie E Arline	3730 Creekview Cir	College Park	30349-3524
Brenda Hollingsworth	3740 Creekview Cir	College Park	30349-3524
Frank Mabry	3750 Creekview Cir	College Park	30349-3524
Paul L Baldwin	3770 Clearwater Dr	College Park	30349-3529
Leroy Green	3795 Creekview Cir	College Park	30349-3530
Ruby A Smith	120 Rill Ct	College Park	30349-3532
Margaret B Kelly	130 Rill Ct	College Park	30349-3532
Lucy E Stewart	5385 Morning Creek Cir	College Park	30349-3533
Paul Harris	5410 Morning Creek Cir	College Park	30349-3536
Alicia Goodley	3795 Springside Ln	College Park	30349-3574
Theresa A Drummond	3800 Creekview Cir	College Park	30349-3585
Mike O Mbonu	3820 Creekview Cir	College Park	30349-3585
Jerome Sanders	3830 Creekview Cir	College Park	30349-3585
Edna W Brown	3840 Creekview Cir	College Park	30349-3585
Marla O Hara	3815 Creekview Cir	College Park	30349-3586
Rachelle Delice	3825 Creekview Cir	College Park	30349-3586
Patricia A Mitcham	3800 Clearwater Dr	College Park	30349-3589
Tramaine Warner	3453 Estes Dr	College Park	30349-3610
Mary C Baldwin	3410 Estes Dr	College Park	30349-3611
Crystal B Reed	3430 Estes Dr	College Park	30349-3611
Patricia A Rico	3440 Estes Dr	College Park	30349-3611
Brandon Woods	3450 Estes Dr	College Park	30349-3611
Clarence D Benjamin	3511 Estes Dr	College Park	30349-3612
Larry B Simmasouk	3510 Estes Dr	College Park	30349-3613
Shirley Stembridge	3520 Estes Dr	College Park	30349-3613

Kary Hubbert	3405 Ravenwood Dr	College Park	30349-3633
Domino Claborn	3490 Ravenwood Dr	College Park	30349-3634
Takoya Nicole Frazier	3008 Sable Run Rd	College Park	30349-3658
Sharp Catherine Mitchell	3030 Sable Run Rd	College Park	30349-3658
Alfred Thrasher	3088 Sable Run Rd	College Park	30349-3658
Petra Spice	3013 Sable Run Rd	College Park	30349-3659
Gary Howard	3053 Sable Run Rd	College Park	30349-3659
Dorothy Hale Purifoy	5625 Buffington Rd	College Park	30349-3668
Ora S Graves	5635 Buffington Rd	College Park	30349-3668
Chassie P James	5696 Sable Glen Rd	College Park	30349-3692
Bernadene H Coleman	5625 Cambridge Way Unit 102	Culver City	90230-6766
2014 2 Ih Borrower L P	901 Main St Ste 4700	Dallas	75202-3733
2014 3 Ih Borrower L P	901 Main St Ste 4700	Dallas	75202-3733
2015 3 Ih2 Borrower Lp	901 Main St Ste 4700	Dallas	75202-3733
Julius M Pruitt	510 Coventry Rd Apt 9C	Decatur	30030-5041
Lyrad LLC	2024 Smithfield Ave Ste 300	Ellenwood	30294-1634
Angel Home Investments LLC	Po Box 343	Fairburn	30213-0343
Tommy L Reid	147 Mossycup Dr	Fairburn	30213-3139
Allegra Jackson	6149 Redtop Loop	Fairburn	30213-4420
Idella M Taylor	435 Woodbyne Dr	Fayetteville	30214-1499
Charlesworth Francis Sr	250 Camelot Dr	Fayetteville	30214-3639
Deanna L Moultry	125 Octavia Ct	Fayetteville	30214-3669
Hazel S Hawkins	210 Creekwood Trl	Fayetteville	30214-7324
Bascom Family Rev Liv Trust	1620 Fontlee Ct	Fontana	92335
Chieftain Atlanta Lp	2434 E Las Olas Blvd	Fort Lauderd	33301-1573
Albert Harris	8057 Sonja Dr	Jonesboro	30236-3942
Alisab International LLC	64 Woburn St	Jonesboro	30238-7034
Valerie Jones	557 Continental Dr	Lewisville	75067-8953
Walter Reid	3662 Salem Dr	Lithonia	30038-2941
Aldrey Pearson	101 E Main St Ste 400	Louisville	40202-5311
Cerberus Sfr Holdings V Lp	1850 Parkway Pl SE Ste 900	Marietta	30067-8261
Nextpro Limited Liability Co	133 Johnson Ferry Rd Ste 500	Marietta	30068-4923
Willy Renesca	16380 SW 52nd St	Miami	33185-5184
Christopher K Allen	1431 Saratoga Ave	Morgantown	26505-0378
Castle Homes LLC	333 E 46th St	New York	10017-7401
Bay Valley Foods LLC	2021 Spring Rd Ste 600	Oak Brook	60523-1860
Clifton Boone	Po Box 585008	Orlando	32858-5008

Nilesh Patel	307 The Enclave	Peachtree Ci	30269-3296
Speaf1 LLC	3009 Cypress Knee Ct	Raleigh	27607-3071
Brian Williams	5436 Bluegrass Dr	Riverdale	30296
Rouget Gonzales	1537 Adrian Dr	Riverdale	30296-2001
Shirley M Self	5025 Rockingham Dr	Roswell	30075-6464
Foz Properties LLC	426 High Creek Trce	Roswell	30076-2025
Sable Chase Homeowners Assn	2002 Macy Dr	Roswell	30076-6346
Sable Chase Homeowners Association Inc	Po Box 1089	Roswell	30077-1089
Semyon Zeltser	927 223rd Pl NE	Sammamish	98074-6872
Tah 2016 1 Borrower LLC	1508 Brookhollow Dr	Santa Ana	92705-5426
Tah 2018 1 Borrower LLC	1508 Brookhollow Dr	Santa Ana	92705-5426
Tah Ms Borrower LLC	1508 Brookhollow Dr	Santa Ana	92705-5426
Tah Property Holdings LLC	1508 Brookhollow Dr	Santa Ana	92705-5426
American Residential Leasing Company L	7047 E Greenway Pkwy Ste 350	Scottsdale	85254-8117
Csh 2016 2 Borrower LLC	8665 E Hartford Dr Ste 200	Scottsdale	85255-7807
Srp Sub LLC	8665 E Hartford Dr Ste 200	Scottsdale	85255-7807
Sway 2014 1 Borrower LLC	8665 E Hartford Dr Ste 200	Scottsdale	85255-7807
Progress Atlanta LLC	Po Box 4090	Scottsdale	85261-4090
Progress Residential Borrower 15 LLC	Po Box 4090	Scottsdale	85261-4090
Oyekunle Akinboboye Adesola	75 Penny Cress Rd	Sheerness Ke	
Darden Opportunity Fund I LLC	4 S Orange Ave # 274	South Orang	07079-1702
Anthony Vinson	Po Box 100425	Staten Island	10310-0425
Kimberly F Ghent	3156 Mount Zion Rd Apt 1707	Stockbridge	30281-6802
Kristopher Mosley	6641 Spring Glen Ct	Stone Mount	30087-5524
Innersection Holdings LLC	1000 Peachtree Industrial Blvd Ste 6	Suwanee	30024-6777
Imperial Beach LLC	3690 W Gandy Blvd # 452	Tampa	33611-2608
Orenton G Edwards	7257 Madison Cir	Union City	30291-5161
Sfr Atl Owner 10 Lp	4645 Hawthorne Ln NW	Washington	20016-3437

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

MICHELE L. BATTLE, ESQ.
President

April 5, 2021

RE: Rezoning of 0 Estes Drive, being Land Lot 96, 13th District of Fulton County, Georgia

Property Owner:
We would like to invite you to join our Zoom Video Meeting on **Thursday, April 15, 2021**, from 6:30 pm to 8 pm to discuss a proposed rezoning for the above-referenced property, as my client, Proterra Development, is seeking to develop an 54-unit townhome development on the +/- 10.8 acre site.

Below are the meeting instructions. There are multiple ways for you to join the meeting, including via your computer, tablet, or cell phone, with or without video. If you are unable to make it, but would like to learn more, please contact our office at (404) 601-7616 ext. 2 or email us at bdc@battlelawpc.com and we'll send you a summary of the meeting.

You are invited to a Zoom meeting.
When: Apr 15, 2021 6:30 PM Eastern Time (US and Canada)

Register in advance for this meeting:
https://otago.zoom.us/join

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

Meeting ID: 834 2119 2996

Passcode: 941985

Please contact our offices if you have any questions regarding the meeting.

Sincerely,

Michele L. Battle
Michèle L. Battle

Zoom Step by Step Instructions

Go to https://otago.zoom.us/join and Enter the Meeting ID that you have been provided with in the appropriate field and click "Join" (the meeting ID will be a 9 digit or 10 digit number)

If joining from a mobile Device

If you are joining from a mobile device (Android smartphone/tablet, Apple iPhone/iPad) then it will simply prompt you to download the Zoom Cloud Meeting app from the App/Play Store.

If joining from a computer

When entering a Zoom meeting for the first time from a computer you may need to download a small application file. This process is easy to complete on all commonly used browsers. Google Chrome should automatically download the file.

Just before Entering the meeting you will be prompted to enter a display name. This name is simply to identify you in the meeting.

Join Audio via Computer

You will then be prompted how you wish to join your audio. If you wish to join audio via the telephone, follow the instructions further down, otherwise simply select Join Computer by Audio.

Join Audio via Telephone

Dial in using **(**646**)** 558-8656, after entering the Meeting ID, you will be prompted to enter your Participant ID/Password. Simply enter this number followed by # and the video audio will then be synchronized.

Raising Your Hand

As the non-speaker if you wish to ask a question or make a point during the meeting it's good protocol to use the "Raise Hand" facility.

If the tool bar is not showing at the bottom of the Zoom window, place your cursor over the Zoom window so it appears and select the "Participants" icon.

A window listing other participants will appear, there is also a "Raise Hand" icon, click the icon to make it known to the Host that you would like to raise your hand.

If you wish to lower your hand, click the "Lower Hand" icon that will have replaced the "Raise Hand" icon.

Leave Meeting

To leave a meeting from Zoom on your desktop, select "End Meeting" then "Leave Meeting."

470-0 Estes sign in sheet (1)

First Name	Last Name	Email	Registration Time	Approval Status
Felipe's Galaxy S20 5G		felipe@proterra.us	4/15/2021 19:07	approved
Fredric	Daffin	fdaffin79@gmail.com	4/14/2021 16:01	approved
Ivyleaner	Smith	levell76@icloud.com	4/14/2021 20:29	approved
Batoya Clements		bdc@battlelawpc.com	4/15/2021 18:38	approved
Clyde	Sampson	atlconnect@hotmail.com	4/12/2021 21:01	approved
Aldrey	Pearson	pearsa@bellsouth.net	4/15/2021 18:01	approved
Padmasri	Manumari	padmasri_manumari@yahoo.com	4/13/2021 22:02	approved
Corey Reeves		corey.reeves@cityofsouthfultonga.gov	4/15/2021 18:27	approved
Nancy	Sanders	nancysanders863@gmail.com	4/15/2021 19:14	approved
LaTonya Rucker		latonya_rucker@yahoo.com	4/13/2021 6:38	approved
Dani Blumenthal		dlb@battlelawpc.com	4/15/2021 18:17	approved
Michele	Battle	mlb@battlelawpc.com	4/15/2021 18:38	approved
Andre L.		andre@legister.me	4/14/2021 3:55	approved
Charter	Taylor	charter3@aol.com	4/10/2021 20:57	approved
Zee	Morris	zeeforce07@gmail.com	4/15/2021 12:31	approved
Lea		ndauphinsga@gmail.com	4/15/2021 19:18	approved
Angela	Robinson	angelaworks2004@yahoo.com	4/14/2021 12:18	approved
Idella	Taylor	taylorim@hotmail.com	4/15/2021 8:37	approved
bruce	golden	brucegolden21@yahoo.com	4/15/2021 14:50	approved
Chaundra	Simmons	chaundra0774@gmail.com	4/12/2021 21:08	approved
bevelyn parham		Bevelynahp@aol.com	4/14/2021 12:22	approved
Josh Mahoney		jsm@battlelawpc.com	4/15/2021 18:24	approved
Angie Hosecloth		ahosecloth@gmail.com	4/15/2021 18:09	approved
Dee	Claborn	deeclaborn@hotmail.com	4/14/2021 12:11	approved
rou	gon	rouget888@hotmail.com	4/14/2021 18:16	approved
Shirley		jmjacks@gmail.com	4/15/2021 15:14	approved
Moe		moniqueka.jones31@gmail.com	4/14/2021 17:59	approved
V Evans		ve8445@yahoo.com	4/25/2021 22:00	approved
Alcatel 3V		tony.wes1978@gmail.com	4/15/2021 18:48	approved
Galaxy S10+		erika326@comcst.net	4/15/2021 18:53	approved
Brandon Woods		woods.brandon70@gmail.com	4/15/2021 16:43	approved
Galaxy A71 5G		jurianco@aol.com	4/15/2021 18:33	approved
3450R		tamikobanks@hotmail.com	4/14/2021 17:50	approved
Kim	Campbell	dianad946@aol.com	4/14/2021 12:45	approved

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:

CDRA

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	√	X
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	√	X
12	Layout and minimum lot size of proposed single family residential lots	√	X
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	√	X
15	Required and/or proposed setbacks	√	X
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	√	X
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	√	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	√	X
26	Airport noise contours on those properties within the FAR Part 150 Airport Noise Contour Map.	√	N/A

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APR 16 2021

PLANNING AND ZONING

Z21-011

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: 4.13.2021

TAX PARCEL IDENTIFICATION NUMBER(S): 13 -0096- LL-056-1

SECTION I — REZONING REQUEST

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

PROPERTY ADDRESS (if available): 0 Estes Drive

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned from R-3 to TR

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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Z21-011

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.**

Nextpro, Limited Liability Company
TYPE OR PRINT OWNER'S NAME

133 Johnson Ferry Road 501
ADDRESS

Marietta, GA 30068
CITY & STATE ZIP CODE

By:
OWNER'S SIGNATURE

felipe@proterra.us
EMAIL ADDRESS

404-707-7775
PHONE NUMBER

Sworn to and subscribed before me this the
14 Day of March 20 21

NOTARY PUBLIC

OFFICIAL SEAL
TIM YAUN
Notary Public, Georgia
COBB COUNTY
My Commission Expires
April 11, 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: [X] Attorney [ ] Agent

Michele L. Battle, Esq.
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

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Z21-011

STATEMENT OF INTENT

And

Other Material Required by
Clayton County Zoning Ordinance
For
A Rezoning Application Pursuant to
City of South Fulton Zoning Ordinance

Of

Proterra Development, LLC.
c/o Battle Law, P.C.

for

10.96± Acres of Land on Estes Drive
Being Tax Parcel No. 13-0096-LL-056-1
South Fulton, Georgia

Submitted for Applicant by:

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

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PLANNING AND ZONING

Z21-011

I. Statement of Intent

The Applicant, Proterra Development, LLC., is seeking to develop a townhome community on 10.96 acres of land being Tax Parcel No. 13-0096-LL-056-1 located at 0 Estes Drive (the "Subject Property"). The Subject Property is currently zoned R-3 with a land use designation of Suburban II Neighborhood. The Applicant is seeking to develop a residential community composed of 54 townhomes, at a density of 4.93 DU/AC. This is consistent with the Suburban II Neighborhood land use designation, as stated in the 2035 Fulton County Comprehensive Plan. The Applicant is hereby submitting this rezoning application to change the property zoning from R-3 to TR, to allow for this type of development.

Site Data:

Site Area	+/-10.96 acres
Townhomes	54 units, all 2 stories with 2-car garages
Density	4.93 DU/AC
Site Amenities	Large play area, community garden area, trail system, and park area
Total Parking	243 Spaces (4.5 Spaces/Unit) • Each Townhomes has a 2-car garage • Each townhome has 2 spaces on their drives • Guest parking spaces along roads
Lighting	LED streetlights will be provided at proper spacing along the community streets and parking areas

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Z21-011

II. NOTICE OF CONSTITUTIONAL ALLEGATIONS AND 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 the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and 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 would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of 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 irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the City of South Fulton City Council to amend the land use and/or rezone the Subject Property to the classification as requested by the Applicant would be unconstitutional and

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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 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.

A refusal to allow the land use amendment and/or rezoning in questions would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the land use amendment and/or rezoning in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A Section 36-66/1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

The existing land use designation and/or zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property. This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the County an opportunity to revise the Property to a constitutional classification. If action is not taken by the County to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the County on notice that it may elect to file a claim in the Superior Court of Fulton County demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

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III. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the Rezoning Application at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of City of South Fulton so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 16th day of April, 2021.

Respectfully submitted,

Michèle L. Battle, Esq.
Attorney for Applicant

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EXHIBIT "A"

File No.: W-R-26714-20-PC

All that tract or parcel of land lying in the City of South Fulton and being in Land Lot 96 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point on Southerly right-of-way of Estes Drive (50 foot right-of-way), said point being 1590.00 feet westerly from the intersection of the West side of Buffington Road (60 foot right-of-way) and the South side of Estes Drive (50 foot right-of-way); thence leaving said right-of-way and running South 15 degrees 16 minutes 55 seconds East 155.37 feet to a 1 inch open top pipe found; running thence North 83 degrees 18 minutes 23 seconds East 457.66 feet to an iron pin set; running thence South 03 degrees 05 minutes 32 seconds East 197.60 feet to an iron pin set; running thence South 20 degrees 47 minutes 29 seconds West 53.58 feet, and crossing Ravens Woods Drive (50 foot right-of-way) to a 1/2 inch iron pin found; running thence South 00 degrees 30 minutes 07 seconds East 180.65 feet to an iron pin set; running thence South 89 degrees 30 minutes 00 seconds West 1078.57 feet to a 3 inch open top pin with nail located on the Westerly Land Lot line of Land Lot 96; running thence Northerly along the Westerly Land Lot line of Land Lot 96 North 00 degrees 01 minutes 17 seconds East 406.67 feet to an iron pin set; running thence North 77 degrees 48 minutes 54 seconds East 603.26 feet to a point on the Southerly right-of-way of Estes Drive and the True Point of Beginning; according to a Boundary Survey done by JF Higgins Land Surveying, P.C. for Clint Fishburne dated May 21, 2003 and signed by Jaime F. Higgins, G.R.L.S #2802, and is herein incorporated for reference.

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Deed Book 63087 Page 517
Filed and Recorded 02/02/2021 12:46:00 PM
2021-0027971
Real Estate Transfer Tax $150.00
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 2979894615
7067927936

Record and Return to:
Weissman PC
5909 Peachtree Dunwoody Road, Suite 100
Atlanta, GA 30328

File No.: W-R-26714-20-PC

Parcel ID: 13-0096-LL-056-1

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FAYETTE

THIS INDENTURE, made this 29th day of January, 2021 by and between **Shirley Hyde, as Executor of the Estate of Helen Nichols Poston a/k/a Helen Poston Scott and Shirley Nichols Griffin n/k/a Shirley Hyde and Patricia Nichols Fishburne,** as party or parties of the first part, hereinafter called Grantor, and **Nextpro, Limited Liability Company, 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 DOLLARS AND NO/100 ($10.00) AND OTHER 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, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE HERETO

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

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, only to the 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 claiming by, through, or under Grantor herein.

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IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, on the date and year above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

Shirley Hyde, as Executor of the Estate of Helen Nichols Poston
a/k/a Helen Poston Scott

BY: _____
Shirley Hyde, Executor

MARLENE G YOUNG
Notary Public, Georgia
Fayette County
My Commission Expires
June 04, 2023

_____ (Seal)
Shirley Nichols Griffin n/k/a Shirley Hyde

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

MARLENE G YOUNG
Notary Public, Georgia
Fayette County
My Commission Expires
June 04, 2023

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

_____ (Seal)
Patricia Nichols Fishburne

MARLENE G YOUNG
Notary Public, Georgia
Fayette County
My Commission Expires
June 04, 2023

Deed (Limited Warranty)

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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: Proterra Development, LLC. c/o Battle Law, P.C. 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

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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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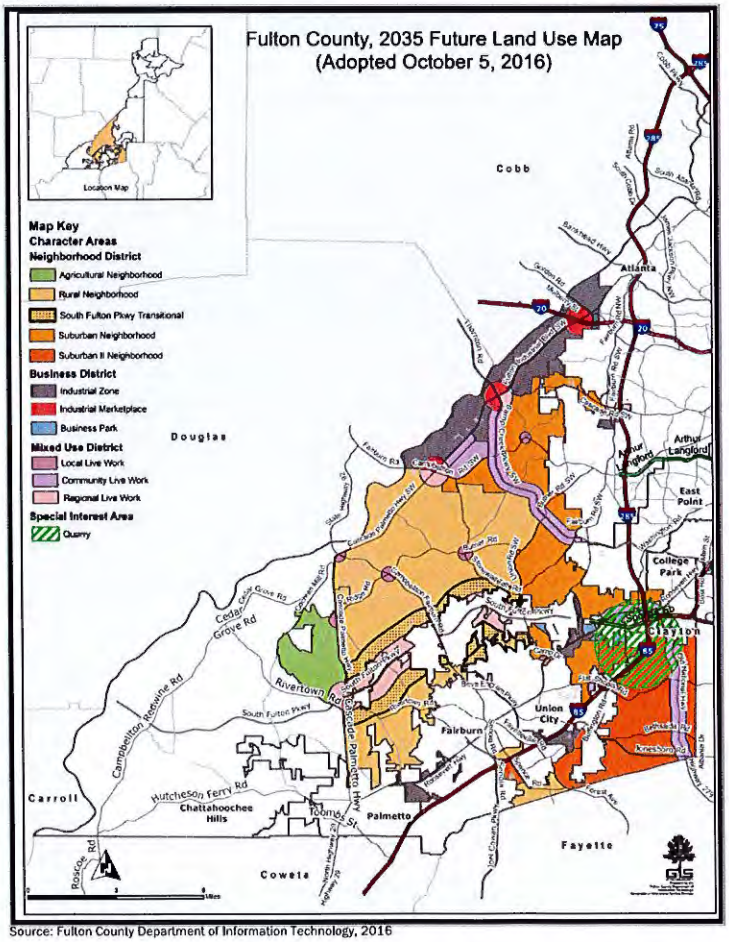
Environmental Site Analysis

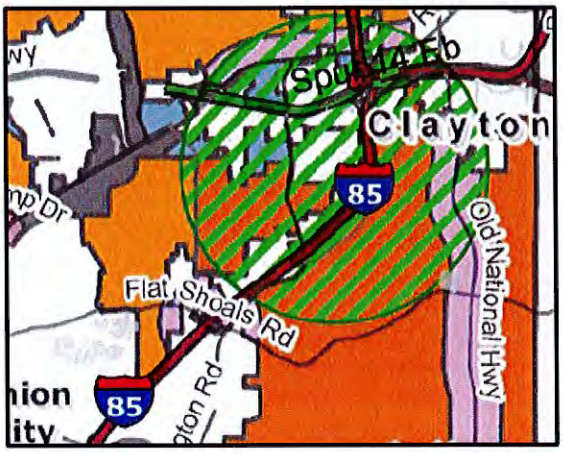
1. **Conformance with the Comprehensive Plan**
   a. The proposed project is 54-unit townhome community, located at 0 Estes Drive. The density is 5 dwelling units per acre. The proposed plan includes an amenity area, complete with a large play area, community garden, trail system, and park area at the front of the property. There are +/- 0.73 acres of stream buffer on the west side of the property. The subdivisions that are immediately adjacent to the subject property are Morning Creek Estates to the west (R-4 zoning), Reserve at Morning Creek to the north (CUP zoning), Stable Glen to the east (MIX zoning), and Sable Chase to the south (CUP zoning). These subdivisions include a mixture of single family detached and single family attached homes.
   b. The proposed plan conforms to the 2035 Fulton County Comprehensive Plan. The Future Land Use Map indicates that the subject property's intended future use is Suburban II Neighborhood. Suburban II Neighborhood is intended to act as a "transitional density from less intense uses near rural areas to the more intensive suburban uses" (Fulton County Comprehensive Plan, 2035). At a density of 5 dwelling units per acre, this would effectively do that. Also, the Suburban II Neighborhood land use allows for both a density of up to 5 units per acre and a zoning designation of CUP.

FUTURE DEVELOPMENT

Figure 2E



Source: Fulton County Department of Information Technology, 2016



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2. **Environmental Impacts of the Proposed Project**
    a. Wetlands
        i. To the Applicant's knowledge, there are not wetlands present on the subject property.
    b. Floodplain
        i. According to the Federal Emergency Management Agency (FEMA), there is a Regulatory Floodway Area AE on the western portion of the subject area. The entirety of this area will be kept as tree save areas, as to not encroach upon this environmental site feature.
    c. Streams/ Stream Buffers
        i. Based on fields observation and verification by the Applicant's surveyor, a stream buffer is present at the western portion of the subject area. The entirety of the stream buffer for Morning Creek will be kept as tree save areas, as to not encroach upon this environmental site feature.
    d. Slopes exceeding 33 percent over a 10-foot rise in elevation
        i. Based on fields observation and verification by the Applicant's surveyor, there are no slopes exceeding 33 percent present on the subject property.
    e. Vegetation (including endangered species)
        i. 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)
        i. Based on field observation, to the Applicant's knowledge, there are no endangered species located on the Subject Property.
    g. Archeological /Historical Sites
        i. Based on field observation, to the Applicant's knowledge, there are no archeological or historical sites located on the Subject Property.
3. **Project Implementation Measures**
    a. Protection of environmentally sensitive areas
        i. As to not disturb the environmentally sensitive areas (regulatory floodway area ae, stream buffer), those areas will remain untouched and will be kept as tree save areas.
    b. Protection of water quality
        i. The Applicant will seek to protect the environmentally sensitive areas located on the Subject Property
    c. Minimization of negative impacts on existing infrastructure
        i. 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 areas
        i. To the Applicant's knowledge, there are no archeological/historically significant areas on or near the Subject Property.
    e. Minimization of negative impacts on environmentally stress communities
        i. 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 the 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

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i. The proposed project plan includes outdoor amenity areas including a play area, community garden area, trail system and park area. Additionally, there are community open space areas, which will be replanted with a mixture of trees, wildflowers, and other ground cover plants. Also, the western portion of the property will be kept as a tree save area.

g. Protection of citizens from the negative impacts of noise and lighting
    i. 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
    i. 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
    i. To the Applicant's knowledge, there are no wildlife habitats on or near the Subject Property.

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IMPACT ANALYSIS
FORM B

Applicant: Proterra Development, LLC. c/o Battle Law, P.C.

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. Surrounding properties have varied zoning, including CUP and R-4 immediately adjacent to the subject property.

2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property? No, it will not 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? The property will have a greater economic use if rezoned to TR.

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 zoning proposal will not 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? Yes, it is in conformity with 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? No, there are no 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? No, the zoning proposal does not 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) Michele L. Battle

Signature: _____ Date: April 15, 2021

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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.

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Name (print) Felipe Castellanos

Signature: _____ Date: 4/16/21

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PUBLIC PARTICIPATION PLAN
FORM D

Applicant: Proterra Development, LLC c/o Battle Law, P.C.

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 sent 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 (mailing list attached)

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.)

Community meeting notices were sent via USPS mail

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.)

Zoom virtual meeting at 6:30pm on April 15th, 2021

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Attach additional sheets as needed.

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Owner Name 1	Owner Address	Owner City	Owner Zip
Aliana Investment Holdings Lp	106 Todhunter Cres	Ajax On	
Double B Turnkey Investments LLC	980 Birmingham Rd # 501-132	Alpharetta	30004-4417
Rntr 3 LLC	3495 Piedmont Rd NE # 11	Atlanta	30305-1717
Anthony Williams Jr	2191 Essex Ave SW	Atlanta	30311-3319
Sandra Jones	2450 Maxwell Dr SW	Atlanta	30311-5507
Quentin M Burns	1974 Maywood Pl NW	Atlanta	30318-6373
E Lamar Real Estate Investments LLC	3379 Peachtree Rd NE Ste 555	Atlanta	30326-1418
Timothy T Johnson	2999 Continental Colony Pkwy SW Apt 312	Atlanta	30331-3072
Arjun Borrower LLC	4651 Roswell Rd	Atlanta	30342-3048
Agape Property Management Group LLC	4515 Scarborough Rd	Atlanta	30349-1767
Joycelyn Ogbonna	300 Wekiva Ct	Atlanta	30349-2901
Wendell Porter	310 Wekiva Ct	Atlanta	30349-2901
Antoine Lambert	315 Wekiva Ct	Atlanta	30349-2901
Kenya Askew	320 Wekiva Ct	Atlanta	30349-2901
William Keith	330 Wekiva Ct	Atlanta	30349-2901
Tarika Sullivan	335 Wekiva Ct	Atlanta	30349-2901
Fredric Daffin	345 Wekiva Ct	Atlanta	30349-2901
Shatiya Rosemond	355 Wekiva Ct	Atlanta	30349-2901
Watch Victor	5545 Buffington Rd	Atlanta	30349-2938
Baptiste Parris Jean	3464 Augusta St	Atlanta	30349-2954
Sabrina Clark	3468 Augusta St	Atlanta	30349-2954
Virgil Hill	3472 Augusta St	Atlanta	30349-2954
Jamaal Sancho	3480 Augusta St	Atlanta	30349-2954
Mudiaga Obarakpor	3484 Augusta St	Atlanta	30349-2954
Serita Montina Stinson	3488 Augusta St	Atlanta	30349-2954
Antwone K Urquhart	3496 Augusta St	Atlanta	30349-2954
Henry Johnson	5428 Bluegrass Dr	Atlanta	30349-2957
Shaunte H Hunter	5432 Bluegrass Dr	Atlanta	30349-2957
Kim Campbell	5400 Bluegrass Dr	Atlanta	30349-2958
Edward L Simon Jr	5404 Bluegrass Dr	Atlanta	30349-2958
Shdeanna Cooper	5408 Bluegrass Dr	Atlanta	30349-2958
Tommy Hunter	5416 Bluegrass Dr	Atlanta	30349-2958
Janet Guilford	5403 Bluegrass Dr	Atlanta	30349-2959
Shawnte Washington	5407 Bluegrass Dr	Atlanta	30349-2959

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Vallicia Blackshear	5427 Bluegrass Dr	Atlanta	30349-2959
Lashanda R Hall	5435 Bluegrass Dr	Atlanta	30349-2959
Sandra D Ware	5439 Bluegrass Dr	Atlanta	30349-2959
Jonathan Mc Williams	3755 Clearwater Dr	Atlanta	30349-3515
Archie Horton	3635 Creekview Cir	Atlanta	30349-3521
Zarakera Moore	3645 Creekview Cir	Atlanta	30349-3521
Annette Butler	3685 Creekview Cir	Atlanta	30349-3521
Raymond Nicholson Jr	3720 Creekview Cir	Atlanta	30349-3524
Theodore Pearson	3760 Creekview Cir	Atlanta	30349-3524
Lucia Vasquez	3760 Clearwater Dr	Atlanta	30349-3529
Annie L Reeves	3780 Clearwater Dr	Atlanta	30349-3529
Lashunda Davis	3790 Clearwater Dr	Atlanta	30349-3529
Kathleen Miller	110 Rill Ct	Atlanta	30349-3532
Felicia J Russell	5420 Morning Creek Cir	Atlanta	30349-3536
Sunita Reese	3755 Springside Ln	Atlanta	30349-3551
Marlon Holt	3835 Creekview Cir	Atlanta	30349-3586
Clifford L Phillips	3413 Estes Dr	Atlanta	30349-3610
Michael A Britt	3433 Estes Dr	Atlanta	30349-3610
Dwayne Daniels	3463 Estes Dr	Atlanta	30349-3610
Maricruz Pacheco	3470 Estes Dr	Atlanta	30349-3611
Gerald B Austin	3500 Estes Dr	Atlanta	30349-3613
Francisca A Miranda	3880 Pebble Beach Dr	Atlanta	30349-3632
Dan Smith Sr	3415 Ravenwood Dr	Atlanta	30349-3633
Bevelyn H Parham	3435 Ravenwood Dr	Atlanta	30349-3633
Charter C Taylor Jr	3445 Ravenwood Dr	Atlanta	30349-3633
John W Marshall	3455 Ravenwood Dr	Atlanta	30349-3633
Rembert Kim Y Coley	3465 Ravenwood Dr	Atlanta	30349-3633
John Williams	3475 Ravenwood Dr	Atlanta	30349-3633
Chaundra N Simmons	3485 Ravenwood Dr	Atlanta	30349-3633
Nancy J Sanders	3400 Ravenwood Dr	Atlanta	30349-3634
Paula Guzman Rios	3420 Ravenwood Dr	Atlanta	30349-3634
Angela Robinson	3430 Ravenwood Dr	Atlanta	30349-3634
Tamiko Banks	3450 Ravenwood Dr	Atlanta	30349-3634
Matthew M Patrie	3460 Ravenwood Dr	Atlanta	30349-3634
Robert P Saxon	3470 Ravenwood Dr	Atlanta	30349-3634
Dee L Claborn III	3490 Ravenwood Dr	Atlanta	30349-3634
Hill Vernise Harris	3610 Sable Run Rd	Atlanta	30349-3658

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Sheryl F Simmonds	3012 Sable Run Rd	Atlanta	30349-3658
Terria L Smith	3014 Sable Run Rd	Atlanta	30349-3658
Patricia S Dunac	3016 Sable Run Rd	Atlanta	30349-3658
Bookecia W Foster	3018 Sable Run Rd	Atlanta	30349-3658
Latoya B Smith	3024 Sable Run Rd	Atlanta	30349-3658
Brandi D Snipe	3034 Sable Run Rd	Atlanta	30349-3658
Wade Da Nelle Hunter	3070 Sable Run Rd	Atlanta	30349-3658
Tiffany Callaway Ferrell	3076 Sable Run Rd	Atlanta	30349-3658
Nicole A Smith	3078 Sable Run Rd	Atlanta	30349-3658
Vivian M Walton	3080 Sable Run Rd	Atlanta	30349-3658
Darren C Martin	3082 Sable Run Rd	Atlanta	30349-3658
Batista Yenny Nunez	3084 Sable Run Rd	Atlanta	30349-3658
Takiyyah Mc Caskill	3092 Sable Run Rd	Atlanta	30349-3658
Patricia A Cummings	3094 Sable Run Rd	Atlanta	30349-3658
Willie J Stanley	3098 Sable Run Rd	Atlanta	30349-3658
Jasmine M Lowe	3005 Sable Run Rd	Atlanta	30349-3659
Tova Treadwell	3007 Sable Run Rd	Atlanta	30349-3659
Shewana Chenell Johnson	3009 Sable Run Rd	Atlanta	30349-3659
Lauren M Edwards	3011 Sable Run Rd	Atlanta	30349-3659
Shelby Delaine Smith	3015 Sable Run Rd	Atlanta	30349-3659
Calvin Washington	3017 Sable Run Rd	Atlanta	30349-3659
Greg C Scott	3019 Sable Run Rd	Atlanta	30349-3659
Christopher O Bowman	3025 Sable Run Rd	Atlanta	30349-3659
John L Jones	3029 Sable Run Rd	Atlanta	30349-3659
Armand W Jones	3033 Sable Run Rd	Atlanta	30349-3659
Agape Property Management Group LLC	3035 Sable Run Rd	Atlanta	30349-3659
Malandra Thomas	3047 Sable Run Rd	Atlanta	30349-3659
Lacresha Charles	3051 Sable Run Rd	Atlanta	30349-3659
Marvin D Reese	3055 Sable Run Rd	Atlanta	30349-3659
Ted Hemingway	3059 Sable Run Rd	Atlanta	30349-3659
Khalid Lemaitre	3079 Sable Run Rd	Atlanta	30349-3659
Lakeshia Frett	3081 Sable Run Rd	Atlanta	30349-3659
Dwaine Adams	3083 Sable Run Rd	Atlanta	30349-3659
Betty J Burgess	3085 Sable Run Rd	Atlanta	30349-3659
Samuel Tyrone Hopkins	3087 Sable Run Rd	Atlanta	30349-3659
Kimbyatta V Farley	3091 Sable Run Rd	Atlanta	30349-3659
Jamela M Benjamin	3093 Sable Run Rd	Atlanta	30349-3659

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Elaine C Dumas	3503 Devon Chase Rd	Atlanta	30349-3685
Daniel L Williams	3505 Devon Chase Rd	Atlanta	30349-3685
Mike G Anachebe	3513 Devon Chase Rd	Atlanta	30349-3685
Toni Powell	3517 Devon Chase Rd	Atlanta	30349-3685
Marvin A Mc Murray	3519 Devon Chase Rd	Atlanta	30349-3685
Yolanda Light	3523 Devon Chase Rd	Atlanta	30349-3685
Bernard Williams	3525 Devon Chase Rd	Atlanta	30349-3685
B Renee Leonard	5705 Sable Glen Rd	Atlanta	30349-3690
Wooley Davis	5715 Sable Glen Rd	Atlanta	30349-3690
Novella A Gaitor	5725 Sable Glen Rd	Atlanta	30349-3690
Kevin Anthony Mallett	635 Sable View Ln	Atlanta	30349-3699
Danyel E Pringle	645 Sable View Ln	Atlanta	30349-3699
Fatou Mbaye	655 Sable View Ln	Atlanta	30349-3699
Anthony Byrd	665 Sable View Ln	Atlanta	30349-3699
Demetric Thomas	670 Sable View Ln	Atlanta	30349-3699
Gary G Ross II	3024 Elmwood Ct	Atlanta	30349-4094
Twin Cribs LLC	8343 Roswell Rd Ste 164	Atlanta	30350-2810
Legacy Investment Group LLC	Po Box 191588	Atlanta	31119-1588
Alto Asset Co 2 LLC	5001 Plaza On The Lk Ste 200	Austin	78746-1053
Amnl Asset Co 1 LLC	5001 Plaza On The Lk Ste 200	Austin	78746-1053
Cpi Amherst Sfr Program Owner LLC	5001 Plaza On The Lk Ste 200	Austin	78746-1053
Rh Evergreen Ownerco LLC	5001 Plaza On The Lk Ste 200	Austin	78746-1053
Us Sfe Asset Company 5 LLC	5001 Plaza On The Lk Ste 200	Austin	78746-1053
Home Sfr Borrower LLC	8300 N Mopac Expy Ste 200	Austin	78759-8392
Regions Bank	1900 5th Ave N # 9th	Birmingham	35203-2610
Rodney Bernard	3810 Alta Vista Dr	Bowie	20721-4050
Reo Portfolio Group LLC	3760 Sixes Rd	Canton	30114-8192
Crowne Property Acquisitions LLC	2325 Pointe Pkwy Ste 250	Carmel	46032-3295
Fyr Sfr Borrower LLC	5100 Tamarind Reef	Christianstec	00820-4849
Home Sfr Borrower III LLC	1110 Strand St Ste 2A	Christianstec	00820-5083
Patricia J Mathis	5585 Buffington Rd	College Park	30349-2938
Rodney Byrd	3725 Clearwater Dr	College Park	30349-3515
Shery G Houston	3765 Clearwater Dr	College Park	30349-3515
Watts Yukon	3785 Clearwater Dr	College Park	30349-3515
Helen Carithers	3795 Clearwater Dr	College Park	30349-3515
Lisa Swann	3720 Clearwater Dr	College Park	30349-3516
Lindbergh Ivey	3715 Clearwater Dr	College Park	30349-3517

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Clarence E Robinson	3825 Clearwater Dr	College Park	30349-3517
Aaron Brantley	3810 Clearwater Dr	College Park	30349-3518
Minnie L Mc Cutcheon	3695 Creekview Cir	College Park	30349-3521
Virginia Weaver	3620 Creekview Cir	College Park	30349-3522
Janice Muhammad	3630 Creekview Cir	College Park	30349-3522
Mitchell Doris Kinsey	3690 Creekview Cir	College Park	30349-3522
Billy E Hanna	3725 Creekview Cir	College Park	30349-3523
Miriam Guadalupe Moncada Garcia	3745 Creekview Cir	College Park	30349-3523
Joanne W Mc Kinney	3755 Creekview Cir	College Park	30349-3523
Shirley M Henry	3765 Creekview Cir	College Park	30349-3523
Johnny Richard Ponder	3700 Creekview Cir	College Park	30349-3524
Katherine S Hill	3710 Creekview Cir	College Park	30349-3524
Willie E Arline	3730 Creekview Cir	College Park	30349-3524
Brenda Hollingsworth	3740 Creekview Cir	College Park	30349-3524
Frank Mabry	3750 Creekview Cir	College Park	30349-3524
Paul L Baldwin	3770 Clearwater Dr	College Park	30349-3529
Leroy Green	3795 Creekview Cir	College Park	30349-3530
Ruby A Smith	120 Rill Ct	College Park	30349-3532
Margaret B Kelly	130 Rill Ct	College Park	30349-3532
Lucy E Stewart	5385 Morning Creek Cir	College Park	30349-3533
Paul Harris	5410 Morning Creek Cir	College Park	30349-3536
Alicia Goodley	3795 Springside Ln	College Park	30349-3574
Theresa A Drummond	3800 Creekview Cir	College Park	30349-3585
Mike O Mbonu	3820 Creekview Cir	College Park	30349-3585
Jerome Sanders	3830 Creekview Cir	College Park	30349-3585
Edna W Brown	3840 Creekview Cir	College Park	30349-3585
Marla O Hara	3815 Creekview Cir	College Park	30349-3586
Rachelle Delice	3825 Creekview Cir	College Park	30349-3586
Patricia A Mitcham	3800 Clearwater Dr	College Park	30349-3589
Tramaine Warner	3453 Estes Dr	College Park	30349-3610
Mary C Baldwin	3410 Estes Dr	College Park	30349-3611
Crystal B Reed	3430 Estes Dr	College Park	30349-3611
Patricia A Rico	3440 Estes Dr	College Park	30349-3611
Brandon Woods	3450 Estes Dr	College Park	30349-3611
Clarence D Benjamin	3511 Estes Dr	College Park	30349-3612
Larry B Simmasouk	3510 Estes Dr	College Park	30349-3613
Shirley Stembridge	3520 Estes Dr	College Park	30349-3613

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Kary Hubbert	3405 Ravenwood Dr	College Park	30349-3633
Domino Claborn	3490 Ravenwood Dr	College Park	30349-3634
Takoya Nicole Frazier	3008 Sable Run Rd	College Park	30349-3658
Sharp Catherine Mitchell	3030 Sable Run Rd	College Park	30349-3658
Alfred Thrasher	3088 Sable Run Rd	College Park	30349-3658
Petra Spice	3013 Sable Run Rd	College Park	30349-3659
Gary Howard	3053 Sable Run Rd	College Park	30349-3659
Dorothy Hale Purifoy	5625 Buffington Rd	College Park	30349-3668
Ora S Graves	5635 Buffington Rd	College Park	30349-3668
Chassie P James	5696 Sable Glen Rd	College Park	30349-3692
Bernadene H Coleman	5625 Cambridge Way Unit 102	Culver City	90230-6766
2014 2 Ih Borrower L P	901 Main St Ste 4700	Dallas	75202-3733
2014 3 Ih Borrower L P	901 Main St Ste 4700	Dallas	75202-3733
2015 3 Ih2 Borrower Lp	901 Main St Ste 4700	Dallas	75202-3733
Julius M Pruitt	510 Coventry Rd Apt 9C	Decatur	30030-5041
Lyrad LLC	2024 Smithfield Ave Ste 300	Ellenwood	30294-1634
Angel Home Investments LLC	Po Box 343	Fairburn	30213-0343
Tommy L Reid	147 Mossycup Dr	Fairburn	30213-3139
Allegra Jackson	6149 Redtop Loop	Fairburn	30213-4420
Idella M Taylor	435 Woodbyne Dr	Fayetteville	30214-1499
Charlesworth Francis Sr	250 Camelot Dr	Fayetteville	30214-3639
Deanna L Moultry	125 Octavia Ct	Fayetteville	30214-3669
Hazel S Hawkins	210 Creekwood Trl	Fayetteville	30214-7324
Bascom Family Rev Liv Trust	1620 Fontlee Ct	Fontana	92335
Chieftain Atlanta Lp	2434 E Las Olas Blvd	Fort Lauderd	33301-1573
Albert Harris	8057 Sonja Dr	Jonesboro	30236-3942
Alisab International LLC	64 Woburn St	Jonesboro	30238-7034
Valerie Jones	557 Continental Dr	Lewisville	75067-8953
Walter Reid	3662 Salem Dr	Lithonia	30038-2941
Aldrey Pearson	101 E Main St Ste 400	Louisville	40202-5311
Cerberus Sfr Holdings V Lp	1850 Parkway Pl SE Ste 900	Marietta	30067-8261
Nextpro Limited Liability Co	133 Johnson Ferry Rd Ste 500	Marietta	30068-4923
Willy Renesca	16380 SW 52nd St	Miami	33185-5184
Christopher K Allen	1431 Saratoga Ave	Morgantown	26505-0378
Castle Homes LLC	333 E 46th St	New York	10017-7401
Bay Valley Foods LLC	2021 Spring Rd Ste 600	Oak Brook	60523-1860
Clifton Boone	Po Box 585008	Orlando	32858-5008

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Nilesh Patel	307 The Enclave	Peachtree Ci	30269-3296
Speaf1 LLC	3009 Cypress Knee Ct	Raleigh	27607-3071
Brian Williams	5436 Bluegrass Dr	Riverdale	30296
Rouget Gonzales	1537 Adrian Dr	Riverdale	30296-2001
Shirley M Self	5025 Rockingham Dr	Roswell	30075-6464
Foz Properties LLC	426 High Creek Trce	Roswell	30076-2025
Sable Chase Homeowners Assn	2002 Macy Dr	Roswell	30076-6346
Sable Chase Homeowners Association In	Po Box 1089	Roswell	30077-1089
Semyon Zeltser	927 223rd Pl NE	Sammamish	98074-6872
Tah 2016 1 Borrower LLC	1508 Brookhollow Dr	Santa Ana	92705-5426
Tah 2018 1 Borrower LLC	1508 Brookhollow Dr	Santa Ana	92705-5426
Tah Ms Borrower LLC	1508 Brookhollow Dr	Santa Ana	92705-5426
Tah Property Holdings LLC	1508 Brookhollow Dr	Santa Ana	92705-5426
American Residential Leasing Company L	7047 E Greenway Pkwy Ste 350	Scottsdale	85254-8117
Csh 2016 2 Borrower LLC	8665 E Hartford Dr Ste 200	Scottsdale	85255-7807
Srp Sub LLC	8665 E Hartford Dr Ste 200	Scottsdale	85255-7807
Sway 2014 1 Borrower LLC	8665 E Hartford Dr Ste 200	Scottsdale	85255-7807
Progress Atlanta LLC	Po Box 4090	Scottsdale	85261-4090
Progress Residential Borrower 15 LLC	Po Box 4090	Scottsdale	85261-4090
Oyekunle Akinboboye Adesola	75 Penny Cress Rd	Sheerness Ke	
Darden Opportunity Fund I LLC	4 S Orange Ave # 274	South Orang	07079-1702
Anthony Vinson	Po Box 100425	Staten Island	10310-0425
Kimberly F Ghent	3156 Mount Zion Rd Apt 1707	Stockbridge	30281-6802
Kristopher Mosley	6641 Spring Glen Ct	Stone Mount	30087-5524
Innersection Holdings LLC	1000 Peachtree Industrial Blvd Ste 6	Suwanee	30024-6777
Imperial Beach LLC	3690 W Gandy Blvd # 452	Tampa	33611-2608
Orenton G Edwards	7257 Madison Cir	Union City	30291-5161
Sfr Atl Owner 10 Lp	4645 Hawthorne Ln NW	Washington	20016-3437

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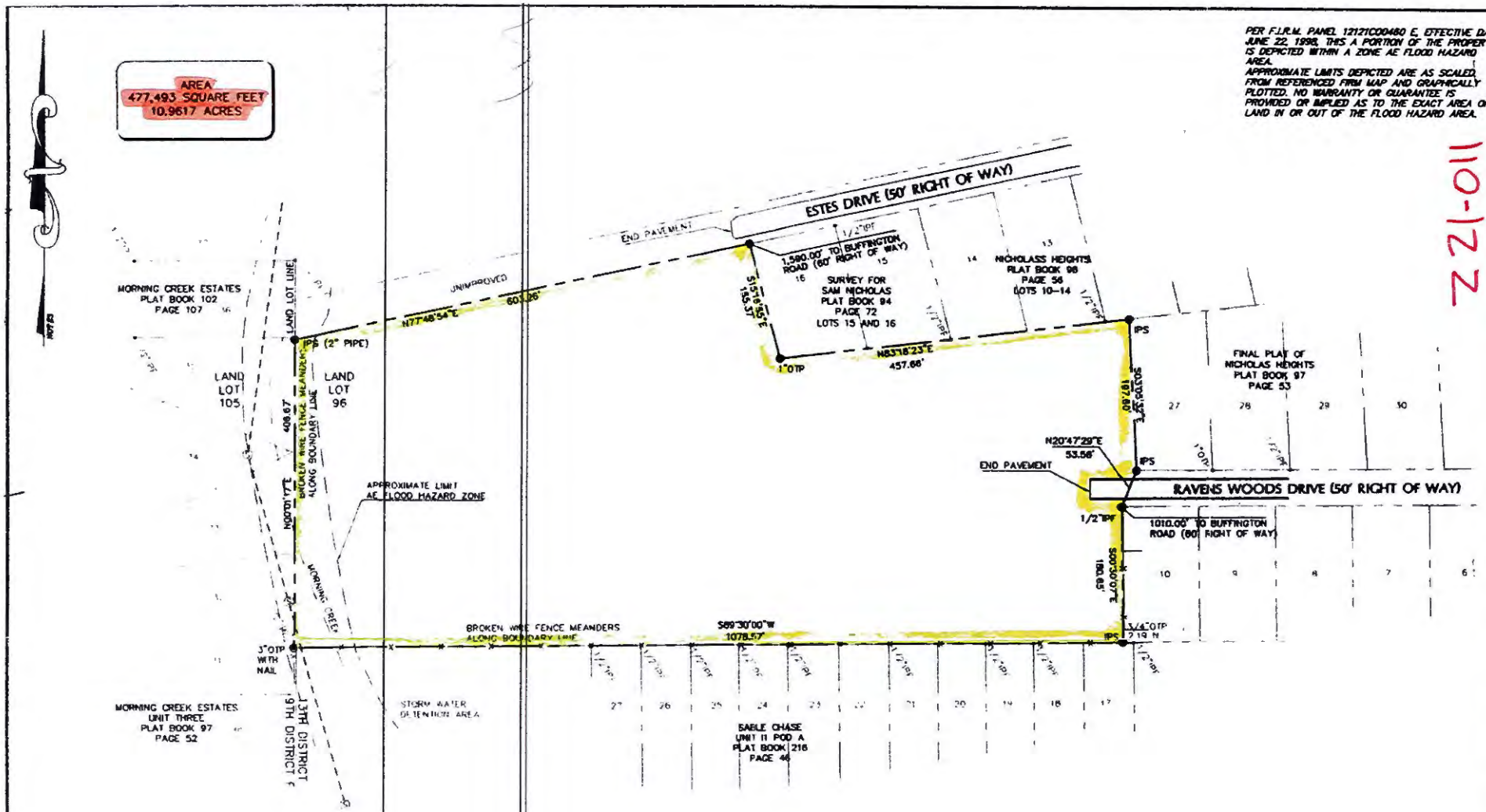
221-011

PER F.I.R.M. PANEL 12121C00480 E, EFFECTIVE DATE JUNE 22, 1998, THIS A PORTION OF THE PROPERTY IS DEPICTED WITHIN A ZONE AE FLOOD HAZARD AREA.
APPROXIMATE LIMITS DEPICTED ARE AS SCALED FROM REFERENCED FIRM MAP AND GRAPHICALLY PLOTTED. NO WARRANTY OR GUARANTEE IS PROVIDED OR IMPLIED AS TO THE EXACT AREA OF LAND IN OR OUT OF THE FLOOD HAZARD AREA.



221-011

LEGEND

— — —	BOUNDARY LINE
—x—x—	FENCE
◉	MONUMENT AS NOTED
O	COMPUTED POINT
IPS	1/2" REINFORCING BAR SET
IPF	IRON PIN FOUND
OTP	OPEN TOP PIPE
Ⓢ	SANITARY SEWER MANHOLE
——	CREEK

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

NOTES

1. THE FIELD DATA WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,822 FEET, AND AN ANGULAR ERROR OF 1 SECOND PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES METHOD.
2. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 275,407 FEET.
3. BASIS OF BEARING IS PER PLAT REFERENCE.
4. EQUIPMENT USED: TOPCON GTS-313 AND PSION DATA COLLECTOR.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN.
6. NO WARRANTY OR GUARANTEE IS PROVIDED OR IMPLIED AS TO ZONING COMPLIANCE OR IF PROPERTY DEPICTED IS BUILDABLE.

REFERENCES

DEEDS: DEED BOOK 6847 PAGE 375

REFERENCED DEED IS ON RECORD WITH CLERK OF SUPERIOR COURT OF FULTON COUNTY

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PLANNING AND ZONING

GEORGIA REGISTERED NO. 2802 5-21-03 LAND SURVEYOR JAIME F. HIGGINS

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
JAIME F. HIGGINS
GEORGIA REGISTRATION NUMBER 2802

JF Higgins Land Surveying, P.C.
416 ROBISON ROAD MORELAND, GEORGIA 30259
770-251-9292 WWW.JFHIGGINS.COM
LAND SURVEYING LAND PLANNING

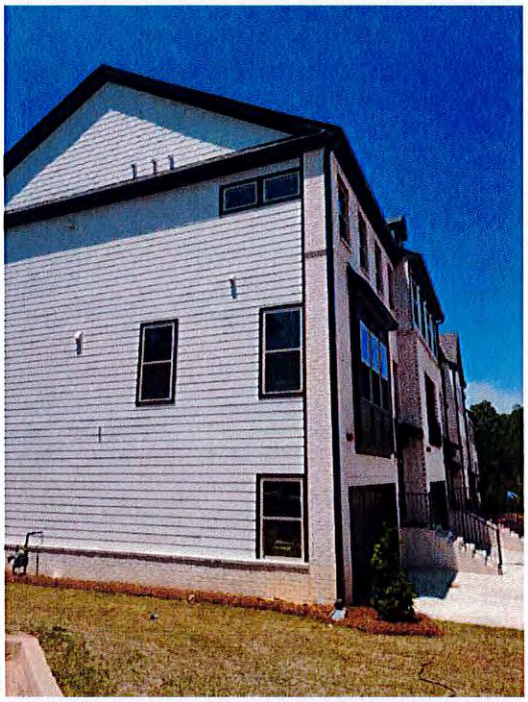
LOCATION:
LAND LOT 96
13TH DISTRICT
FULTON COUNTY
GEORGIA

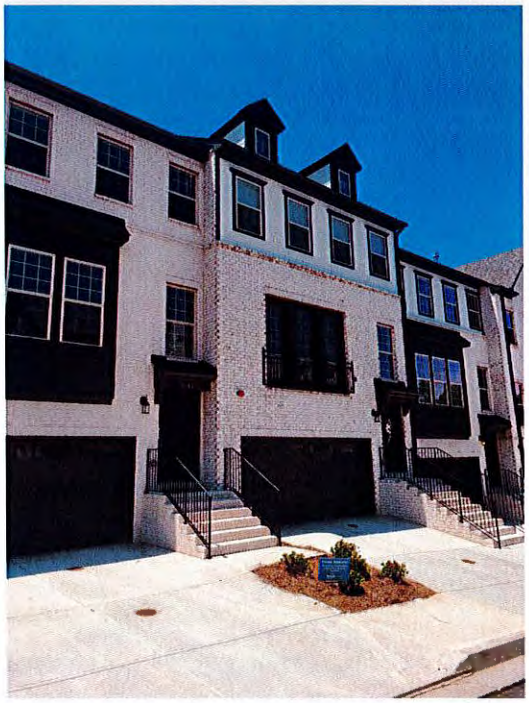
BOUNDARY SURVEY
PREPA FOR
CLINT F URNE

SCALE 1" = 100'
DRAWN BY JFH
DATE 5-21-03
SHEET 1 OF ONE
JOB NO. 03_040

Proposed Project Renderings









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Z21-011

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
m21-006	Cover Memo	7/23/2021
M21-006 and CV21-006 0 Senoia Rd staff report FINAL FOR COUNCIL 7.27.21	Cover Memo	7/23/2021

M21-006
CV21-006

Modification and Concurrent Variance o Senoia Rd.

City Council Meeting
City of South Fulton
July 27, 2021

M21-006 and CV21-006 : 0 Senoia Rd.

- No changes from the Zoning Hearing
- Staff recommendation is approval on all items

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER

SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT &
REGULATORY AFFAIRS

MEMORANDUM

TO: City of South Fulton Mayor and Council

FROM: Planning & Zoning Division

SUBJECT: **M21-006 and CV21-006 for 0 Senoia Rd.**

MEETING DATE: July 27, 2021

To consider an amendment to the Zoning Conditions **M18-003 1c,** to allow no more than 322 multi-family dwellings and 2500 square feet of commercial retail space.

To consider an amendment to the zoning condition **M18-003 2a**, to reference the revised site plan received by the Community Development and Regulatory Affairs Department May 14, 2021.

To consider an amendment to the zoning condition **M18-003 3a** to amend development standards for the multifamily and retail developments.

To consider concurrent variance to reduce required parking spaces from 552 spaces to 496 spaces.

To consider concurrent variance to required landscape strip from a 20 foot minimum to a 10 foot minimum.

STAFF RECOMMENDATIONS: **APPROVAL** of the Modification request for multi-family dwelling units
APPROVAL of the Modification to the conceptual site plan
APPROVAL of Modification to development standards
APPROVAL of variance to reduce the parking requirement
APPROVAL of variance to reduce the landscape strip

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Ryan Oros Provision Holdings Inc. 4035 Greenside Ct. Dacula, GA 30019
Status of Applicant:	Developer
City Council District(s):	7
Parcel ID Number:	09F070300260310
Area of Property:	15.26
Current/Past Use of the Property:	This property is currently undeveloped.

Prior Zoning Cases/History:

2004ZM-0124 petition to rezone from AG-1, C-1,C-2, and M-2 to MIX**. Approved**

2004ZM-004 a modification to the conceptual site plan. **Approved**

2006-ZM0042 modification to allow 302 multi-family unites instead of 350 and remove setback requirements. **Approved**

2006VC-165 variance to remove the required 10 ft landscape strip. **Approved**

2008ZM-0002 modification to allow three entrances**. Approved**

2010ZM-008 modification to allow no more than 980 townhomes and 20 single family homes**. Approved**

2010ZM-0008 to allow no more than three entrances on Spence Rd, and to also create a planted buffer between residential and nonresidential areas**. Approved**

2011ZM-0004 modification to amend the site plan to relocated townhomes and multi-family units**. Approved**

2015ZM-0005 modification to allow single family units instead of townhomes. **Approved**

2018ZM-003 modification to removed multi-family units and allow an additional 145 townhomes. **Approved**.

Surrounding Zoning:	North: C-1 (Limited Commercial) South: City of Fairburn East: MIX (Mixed Use) West: City of Fairburn
2035 Future Land Use Designation:	Character Type: Suburban II Neighborhood Land Uses: Residential 2 to 3 units per acre, Residential 3-5 units per acre, Open Space, Semi Public and Institutional

	Zonings: R3, R-3A, R-4, R4-A, R-5, R5-A, TR, CUP, NUP, SH
Compatibility to the Fulton County 2035 Comprehensive Plan:	No. The proposed modifications and variances do not align with the Comprehensive Future Land Use Designation. However, the parcel is already zoned MIX and has been zoned MIX since 2002. The site has undergone a variety of zoning modifications over the past 18 years.
Overlay District:	None
Public Utilities:	Water service is provided to these sites 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 Industrial Blvd. Classification: Minor Arterial Road Type: City Public Transit: MARTA bus service does serve the site. The closet MARTA bus stop is on Oakley Industrial Blvd. at the Southwestern edge of the proposed development.

MAPS:

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

(see attached)

Proposed Site Plan:

(see attached)

CONDITION(S) TO BE MODIFIED

2018ZM-003 removes the condition from zoning case 2006ZM-0042 which allowed no more than 203 multi-family units at a density of 2.01 units per acre in Pod 1.

- The petitioner seeks to reintroduce the condition 1c to allow no more than 322 multi-family dwelling units.
- The petitioner seeks to amend condition 2a to reference the revised site plan received by CDRA on May 16, 2021.
- The petitioner seeks to amend condition 3a to create the development standards for multi-family lots as follows:

  Front to Front: 50 feet
  Front to Rear: 50 feet
  Rear to Rear: 45 feet

Rear to Side: 40 feet
Front to Side: 40 feet

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.

PUBLIC PARTICIPATION

Meeting was held on June 25, 2021. The report is attached.

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

The development known as Renaissance at South Park has been in development since 2002 and undergone a variety of different updates and changes over the past 18 years. The multi-family units were part of the original development plan.

While the future land use map does not allow MIX zoning in the Suburban II character area, the development is already zoned MIX. The subject site is located in a major commercial area at the intersection of Oakley Industrial Blvd, and Senoia Rd (SR 74). The multi-family and commercial developments there will act as a transitional area between the commercial corridor to the West of the site and the dense residential townhome community to the East. The commercial 2500 square feet commercial area will serve as a community gathering place and provide a much-needed community area for the adjacent residential developments.

Concerning the modification to allow the apartments staff recommends **APPROVAL**.

Given that the site plan must change in order for the proposed use of the site to be accommodated, staff also recommends **APPROVAL** of the changes to the conceptual site plan.

Concerning the modification to revise the development standards, staff recommends **APPROVAL.**

Concerning the concurrent variances:

The petitioner is asking for a variance to reduce the number of parking spaces from the required 552 spaces to 496 spaces. The code currently requires 1.4 spaces per 1-bedroom unit, 2 spaces per 2-bedroom unit, and 2.25 spaces per 3-bedroom unit. In total the petitioner is asking for a reduction of 56 spaces.

The topography of the site includes steep slopes and a stream that runs through the southeastern portion of the site. The topography leaves certain portions of the site unbuildable. A traffic study completed by the developer found that the reduction in parking will not have a not have a negative impact on the public. The site is also served by MARTA bus service which will allow some residents to use public transit and reduce the need for parking spaces. Staff recommendation is **APPROVAL** for the parking variance.

The petitioner is also asking for a variance to reduce the required landscape strip along Oakley Industrial Blvd. from the required 10 feet to 20 feet. The proximity of the stream to Oakley Industrial Blvd. creates a pinch point, that would not allow a building or parking lot without a reduction of the landscape strip. Instead, the developer is proposing linear landscape islands between the road and the proposed development to create a canopy of greenspace. The

landscape island should create a partial visual screen between the roadway and the proposed development. Staff recommendation for the landscape strip variance is **APPROVAL**.

PREPARED BY:
Marissa Jackson, Planner

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

MAYOR & COUNCIL ACTION

TBD

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER

SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT
& REGULATORY AFFAIRS

TO: Stephen Rothman
Wilson Brock & Irby, LLC
Overlook I, Suite 700
2849 Paces Ferry Road
Atlanta, GA 30339

FROM: Shayla Reed *Shayla Reed*
Director, Community Development and Regulatory Affairs

DATE: June 10, 2021

SUBJECT: **VA21-003** Administrative Variance Request – 25 ft Impervious Surface Setback/Location: 0 Senoia Road (09F070300260310)

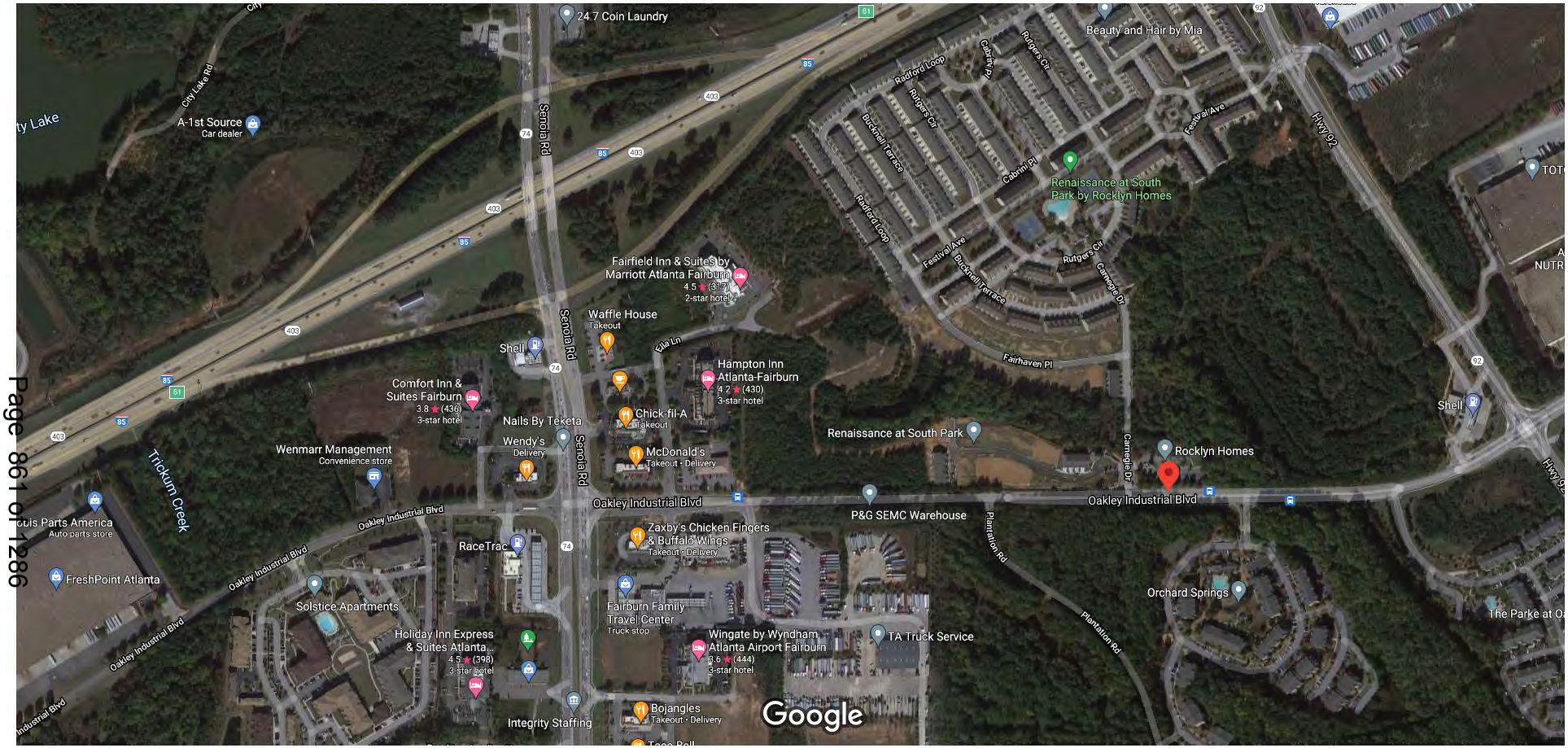
Staff has reviewed your Administrative (Level One) Minor Variance request to reduce the 25 ft Impervious Surface Setback at 0 Senoia Road (09F070300260310).

Section 14-7006 (a)(1) identifies a Variance Hardship criterion as the following:

> For public and private properties that have unusual shape or topography of the property at the time of the adoption of this chapter and there is no opportunity for development under any design configuration in accordance with the land use designation assigned to the subject property.

After reviewing your request, it has been determined that details presented in your May 25, 2021 application identifies a hardship and therefore your request to minimize the identified Impervious Surface to 15 ft has been approved.

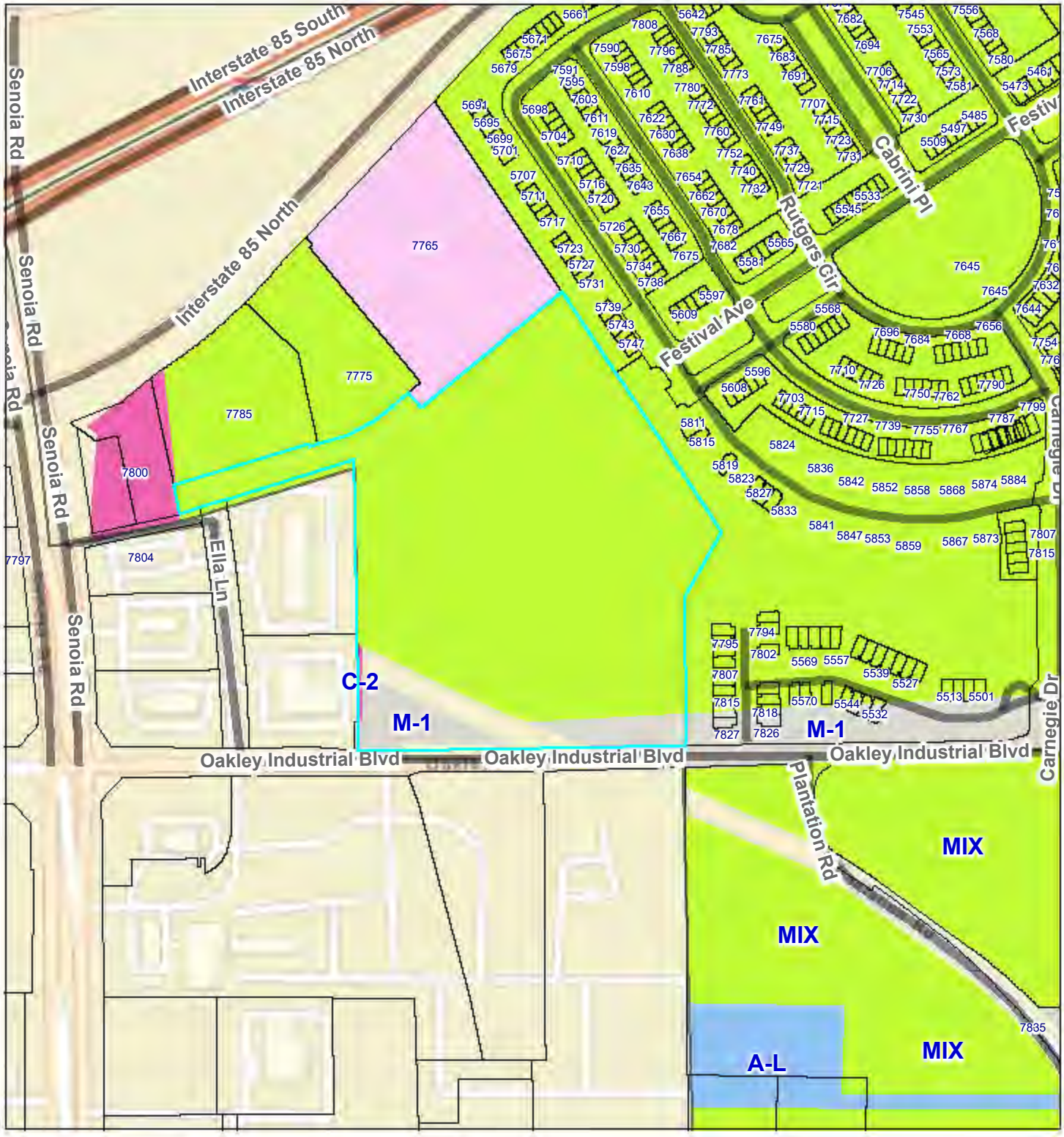
Google Maps Oakley Industrial Blvd



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

City of South Fulton I July 27, 2021

COSF ArcGIS Web Map



6/7/2021, 8:48:45 AM

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Address Points
Street Centerlines
City Limits
Tax Parcels from County

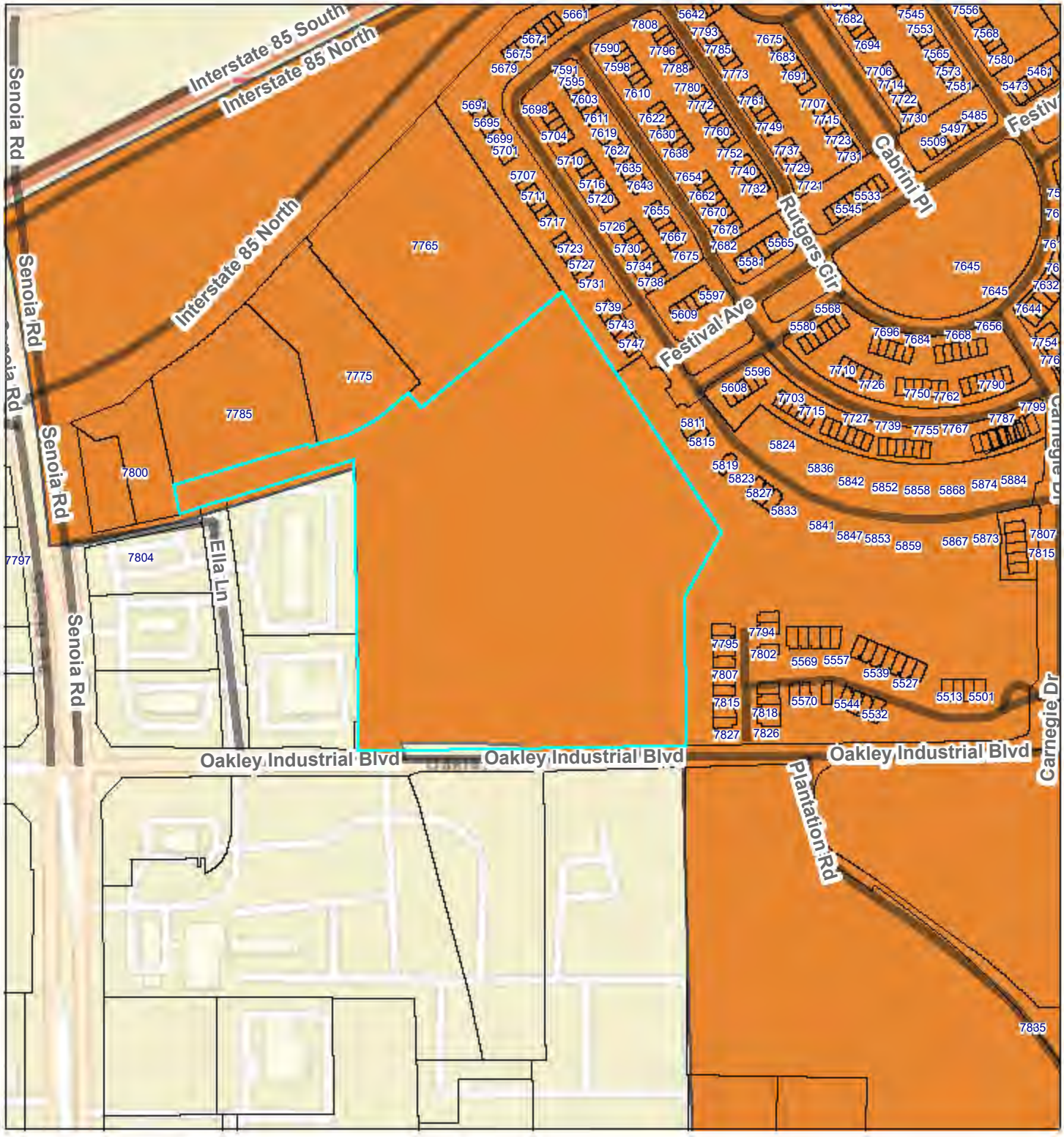
Current Zoning

A (Medium Density Apartment)
A-L (Apartment Limited Dwelling)
C-1 (Limited Commercial)
C-2 (General Commercial)
M-1 (Light Industrial)
MIX (Mixed Use)

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

COSF ArcGIS Web Map



6/7/2021, 8:49:21 AM

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Address Points

Street Centerlines

City Limits

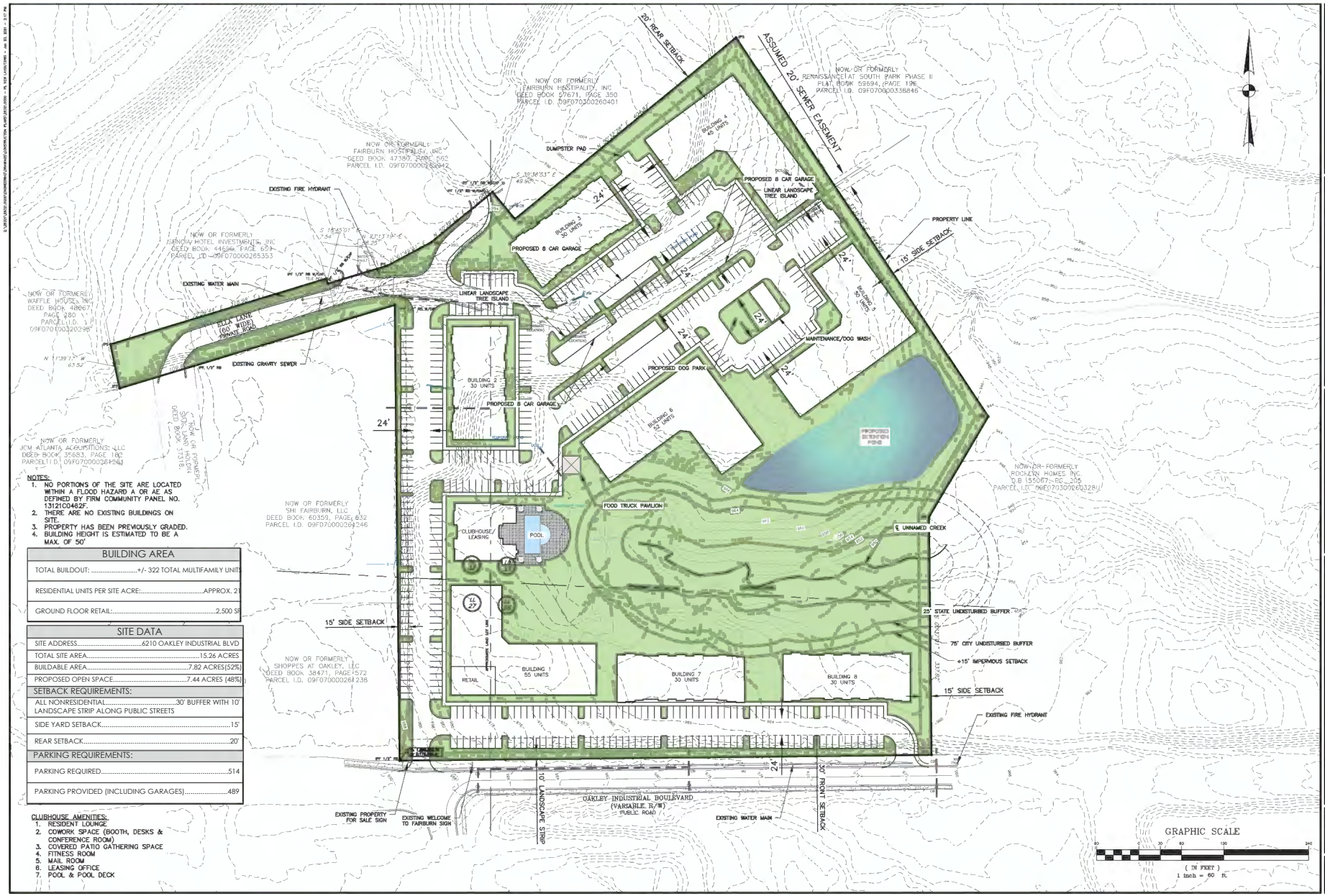
Tax Parcels from County

2035 Future Land Use

Suburban II Neighborhood

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

Web AppBuilder for ArcGIS
City of South Fulton, GA



NOTES:
1. NO PORTIONS OF THE SITE ARE LOCATED WITHIN A FLOOD HAZARD A OR AE AS DEFINED BY FIRM COMMUNITY PANEL NO. 13121C0462F.
2. THERE ARE NO EXISTING BUILDINGS ON SITE.
3. PROPERTY HAS BEEN PREVIOUSLY GRADED.
4. BUILDING HEIGHT IS ESTIMATED TO BE A MAX. OF 50'

BUILDING AREA	
TOTAL BUILDOUT:	+/- 322 TOTAL MULTIFAMILY UNITS
RESIDENTIAL UNITS PER SITE ACRE:	APPROX. 21
GROUND FLOOR RETAIL:	2,500 SF

SITE DATA	
SITE ADDRESS	6210 OAKLEY INDUSTRIAL BLVD
TOTAL SITE AREA	15.26 ACRES
BUILDABLE AREA	7.82 ACRES(52%)
PROPOSED OPEN SPACE	7.44 ACRES (48%)
SETBACK REQUIREMENTS:	
ALL NONRESIDENTIAL	30' BUFFER WITH 10' LANDSCAPE STRIP ALONG PUBLIC STREETS
SIDE YARD SETBACK	15'
REAR SETBACK	20'
PARKING REQUIREMENTS:	
PARKING REQUIRED	514
PARKING PROVIDED (INCLUDING GARAGES)	489

CLUBHOUSE AMENITIES:
1. RESIDENT LOUNGE
2. COWORK SPACE (BOOTH, DESKS & CONFERENCE ROOM)
3. COVERED PATIO GATHERING SPACE
4. FITNESS ROOM
5. MAIL ROOM
6. LEASING OFFICE
7. POOL & POOL DECK

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
5553 Peachtree Road • Suite 175
Chamblee, GA 30341 • 470.893.1700
www.thomasandhutton.com

GREYSTAR REAL ESTATE PARTNERS
FULTON COUNTY, GEORGIA

SOUTH FULTON APARTMENTS

SITE PLAN

JOB NO:	J-29321.0000
DATE:	06/21/2021
DRAWN:	
DESIGNED:	
REVIEWED:	
APPROVED:	
SCALE:	1" = 60'

C1.1



GREYSTAR

SOUTH FULTON MULTIFAMILY

FAIRBURN, GA

DENSITY STUDY • 06-23-2021

GRY2021-04

DYNAMIK DESIGN

© COPYRIGHT 2021 DYNAMIK DESIGN



GREYSTAR

SOUTH FULTON MULTIFAMILY

FAIRBURN, GA

RENDERING • 06-21-2021

GRY2021-04

DYNAMIK DESIGN

© COPYRIGHT 2021 DYNAMIK DESIGN



Clubhouse View 1: Main Corner



Clubhouse View 2: Package Lockers Corner



Clubhouse View 3: Fitness Corner

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Provision Holdings Inc Petition No. MZ1-006 CV 21-006

Date: June 25, 2021

1. The following parties were notified of the requested modification:

All property owners within a quarter mile of the property and all others as directed by staff

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

June 24, 2021 at 6 PM via a Zoom meeting

3. The following issues and concerns were expressed:

Concern to ensure no vehicular access between proposed apartments and subdivision to the north and adequate landscaping

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

agreed to landscaping and shared site plan with no vehicular access

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. Only person who attended was Ms. Roberts

Attach additional sheets as needed.

NOTIFICATION OF APPLICATION FOR ZONING MODIFICATION
AND CONCURRENT VARIANCES FILED WITH THE CITY OF SOUTH FULTON
FOR PROPERTY FRONTING ON OAKLEY INDUSTRIAL BOULEVARD
ALSO KNOWN AS 0 SENIOA ROAD
PARCEL ID NUMBER 09F070300260310

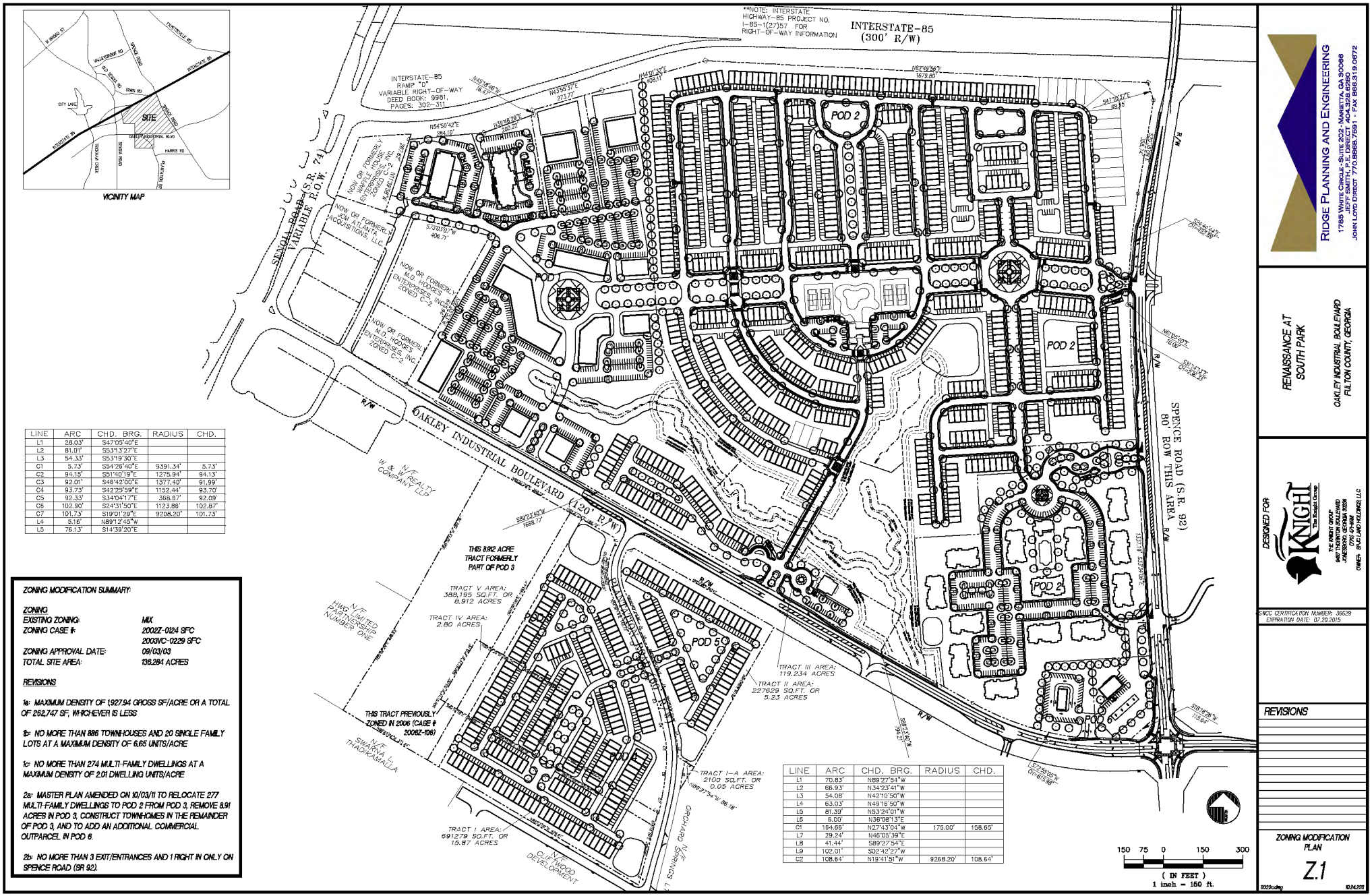
THE ZONING MODIFICATION APPLICATION IS IDENTIFIED AS M21-006
CONCURRENT VARIANCE APPLICATION IS IDENTIFIED AS CV21-006
SCHEDULED FOR CITY COUNCIL ON JULY 14, 2021

WE INVITE YOU TO PARTICIPATE IN A MEETING HOSTED BY THE APPLICANT
ON JUNE 24 2021 AT 6 PM VIA ZOOM.

AT THIS MEETING, WE WILL PRESENT THE SCOPE OF THE PROPOSAL.
WE INVITE YOU TO ATTEND AND GIVE YOUR THOUGHTS AND INPUT
June 24, 2021 @ 6 PM
ZOOM MEETING ID NUMBER: 516 195 7402
PASSCODE: 7AJUUY

IF YOU WISH TO SPEAK WITH THE APPLICANT BY PHONE, PLEASE CALL STEVE ROTHMAN AT 770 803 3731

103136.1 211995-000001



LINE	ARC	CHD. BRG.	RADIUS	CHD.
L1	28.03'	S47°05'40"E		
L2	81.01'	S53°13'27"E		
L3	54.33'	S53°19'30"E		
C1	5.73'	S84°28'40"E	9391.34'	5.73'
C2	94.15'	S51°40'19"E	1275.94'	94.13'
C3	92.01'	S48°42'00"E	1377.40'	91.99'
C4	93.73'	S42°25'59"E	1152.44'	93.70'
C5	92.33'	S34°04'17"E	368.87'	92.09'
C6	102.90'	S24°31'50"E	1123.88'	102.87'
C7	101.73'	S19°01'29"E	9268.20'	101.73'
L4	5.16'	N89°12'45"W		
L5	76.13'	S14°39'20"E		

LINE	ARC	CHD. BRG.	RADIUS	CHD.
L1	70.83'	N89°27'54"W		
L2	66.93'	N34°23'41"W		
L3	54.08'	N42°10'50"W		
L4	63.03'	N49°15'50"W		
L5	81.39'	N53°24'01"W		
L6	6.00'	N36°08'13"E		
C1	164.66'	N27°43'04"W	175.00'	158.65'
L7	29.24'	N46°05'39"E		
L8	41.44'	S89°27'54"E		
L9	102.01'	S02°42'27"W		
C2	108.64'	N19°41'51"W	9268.20'	108.64'

ZONING MODIFICATION SUMMARY:

ZONING

EXISTING ZONING:	MX
ZONING CASE #:	2002Z-0124 SFC
	2003VC-0229 SFC
ZONING APPROVAL DATE:	09/03/03
TOTAL SITE AREA:	136.284 ACRES

REVISIONS

1a: MAXIMUM DENSITY OF 1,927.94 GROSS SF/ACRE OR A TOTAL OF 262,747 SF, WHICHEVER IS LESS

1b: NO MORE THAN 886 TOWNHOUSES AND 20 SINGLE FAMILY LOTS AT A MAXIMUM DENSITY OF 6.65 UNITS/ACRE

1c: NO MORE THAN 274 MULTI-FAMILY DWELLINGS AT A MAXIMUM DENSITY OF 2.01 DWELLING UNITS/ACRE

2a: MASTER PLAN AMENDED ON 10/03/11 TO RELOCATE 277 MULTI-FAMILY DWELLINGS TO POD 2 FROM POD 3, REMOVE 8.91 ACRES IN POD 3, CONSTRUCT TOWNHOMES IN THE REMAINDER OF POD 3, AND TO ADD AN ADDITIONAL COMMERCIAL OUTPARCEL IN POD 6.

2b: NO MORE THAN 3 EXIT/ENTRANCES AND 1 RIGHT IN ONLY ON SPENCE ROAD (SR 92).

RIDGE PLANNING AND ENGINEERING
1785 WHITE CIRCLE - SUITE 202 - MARIETTA, GA 30066
JEFF SMITH, P.E. DIRECT 404.328.6280
JOHN LOYD DIRECT 770.8868.7591 - FAX 866.319.0672

RENAISSANCE AT SOUTH PARK

OAKLEY INDUSTRIAL BOULEVARD
FULTON COUNTY, GEORGIA

DESIGNED FOR
KNIGHT
THE KNIGHT GROUP
9687 THORNTON BOULEVARD
JONESBORO, GEORGIA 30236
PHONE: (770) 477-1660
OWNER: SFJCL LAND HOLDINGS LLC

SWCC CERTIFICATION NUMBER: 38629
EXPIRATION DATE: 07.20.2015

REVISIONS

ZONING MODIFICATION PLAN

Z.1

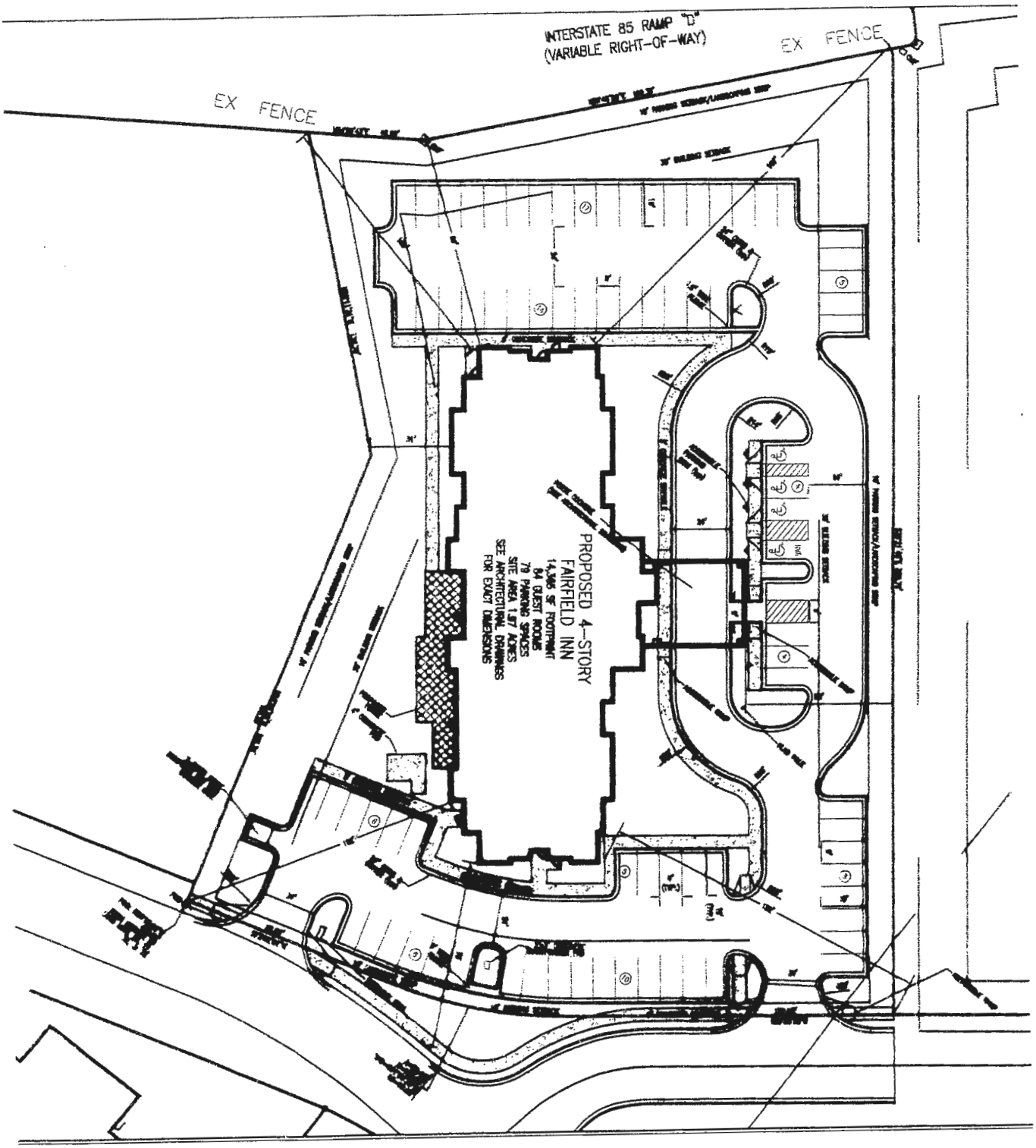
2020oakley 10.24.2011

The Board of Commissioners approved the following modification on December 2, 2015. Condition 2.a. for petition 2002Z -0124 SFC shall be revised to read as follows:

2. To the owner's agreement to abide by the following:

   a. To the revised site plan received by the Department of Environment and Community Development on October 31, 2006, as amended on January 26, 2101 to allow 20 single family lots instead of townhouses and December 29, 2010 to allow convenience store use of Pod 6 and October 28, 2011 to relocate townhouses and multi-family units, and on October 27, 2015 to allow a hotel. Said site plan is not conceptual; the developer must strictly adhere to the site plan as submitted. Any changes to the site plan must be approved by the Director of Environment and Community Development 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.

Proposed Site Plan submitted October 27, 2015



PETITION No.2002Z -0124 SFC
2003VC-0229 SFC

RECOMMENDED CONDITIONS – WITH APPROVED MODS AND VARIANCES

If this petition is approved by the Board of Commissioners, it should be approved MIX (Mixed Use) CONDITIONAL subject to the owner's agreement to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the Board of Commissioners.

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 1,927.94 gross square feet per acre zoned or a total of 290,000 square feet, whichever is less.

   b. No more than ~~1,000~~ 980 townhouses and 20 single family lots, at a maximum density of 6.65 dwelling units per acre based on the total acreage zoned, whichever is less.

   c. No more than ~~350~~ 302 multi-family dwellings, at a maximum density of ~~2.33~~ 2.01 dwelling units per acre based on the total acreage zoned, whichever is less.

   d. The minimum heated floor area per dwelling unit shall be as follows: multi-family units shall be a minimum of 600 square feet for 1-bedroom units; 800 square feet for 2-bedroom units; 900 square feet for 3-bedroom units; ~~and~~ townhouse units shall be a minimum of 1,100 square feet and single family lots shall be a minimum of 1,200 square feet.

   e. To provided a minimum lot size of 3,150 square feet for the single family lots approved in condition 1.b.

2. To the owner's agreement to abide by the following:

   a. To the revised site plan received by the Department of Environment and Community Development on ~~July 30, 2003~~ October 31, 2006, as amended on January 26, 2101 to allow 20 single family lots instead of townhouses and December 29, 2010 to allow convenience store use of Pod 6 and

2008ZM-0002 SFC
2006ZM-0042 SFC, 2006)165 SFC
2010ZM-0002 SFC
2010ZM-0008 SFC
2011ZM-0004 SFC

October 28, 2011 to relocate townhouses and multi-family units. Said site plan is not conceptual; the developer must strictly adhere to the site plan as submitted. Any changes to the site plan must be approved by the Director of Environment and Community Development 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, easements, sidewalks, trails, etc. and shall be maintained by a mandatory homeowners association, whose proposed documents of incorporation shall be submitted to the Director of the Department of Environment and Community Development for review and approval prior to the recording of the first final plat.

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

~~Multi-Family~~
~~Front to Front: 50 feet~~
~~Front to Rear: 50 feet~~
~~Rear to Rear: 45 feet~~
~~Rear to Side: 40 feet~~
~~Front to Side: 40 feet~~

2008ZM-0002 SFC
2006ZM-0042 SFC, 2006V 0165 SFC
2010ZM-0002 SFC
2010ZM-0008 SFC
2011ZM-0004 SFC

~~Side to Side: 25 feet~~

Single Family
Minimum Lot Width at building line: 35 feet
Front Yard setback: 15 feet
Side Corner setback: 5 feet
Side Yard setback: 0 feet (10-foot minimum building separation)
Rear Yard setback: 15 feet

b. No more than 2 3 exit/entrances on Spence Road (SR 92). Curb cut locations and alignments are subject to the approval of the Fulton County Traffic Engineer.

c. No more than 1 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.

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 SFC, Part 1)

g. To reduce the 25-foot buffer and 10-foot improvement setback adjacent to the outparcel in Pod 3. (2003VC-0029 SFC, Part 2)

h. Delete the 10-foot landscape strip adjacent to the property zoned A-L (Apartment Limited) pursuant to 2006Z -0106 SFC. (2006VC-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 location 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 a Land Disturbance permit, sufficient land as necessary to provide for compliance with the Comprehensive Plan. All building setback lines 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 reservation line so that the reservation line bisects the required landscape strip or buffer. At a minimum, 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 Road (SR 92) - 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 centerline of Plantation Road;

30 feet from 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 lane 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 Road (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 an 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 an 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.

i. 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 a 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 meetings 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 an 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 Land Disturbance Permit (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 Land Disturbance Permit 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 a Land Disturbance Permit, the developer/engineer shall submit to the Department of Public Works, Surface Water Management Section, a project Storm Water 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 judgment 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 specifications of BMP's shall be included as a 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 adsorptive 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 both sides of all internal roads within the development. 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.

2008ZM-0002 SFC
2006ZM-0042 SFC, 2006 0165 SFC
2010ZM-0002 SFC
2010ZM-0008 SFC
2011ZM-0004 SFC

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 GRTA Notice of Decision: The on-site 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 analyses 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 Improvements as Conditions to GRTA Notice of Decision" set forth in Attachment A (Recommended Condition 6.) are satisfied.

GOVERNMENT OF THE CITY OF SOUTH FULTON

ODIE DONALD II
CITY MANAGER

SHAYLA REED
INTERIM DIRECTOR
COMMUNITY DEVELOPMENT SERVICES

MEMORANDUM

TO: Tim Jenkins
Rocklyn Homes Inc.
6085 Lake Forrest Dr, Suite 200
Atlanta, GA 30328

FROM: Planning & Zoning Division

SUBJECT: **M18-003 for Renaissance at South Park subdivision**

DATE: August 30, 2018

Dear Tim Jenkins:

This letter is to certify action taken by the City of South Fulton Mayor and Council on August 28, 2018, whereby Mayor and Council voted to approve your request to modify *Case No. Z02-124* as follows:

1b. **No more than ~~980~~ 1,125 townhouses ~~and 20 single-family lots, at a maximum density of 6.65 dwelling units per acre based on the total acreage zoned, whichever is less.~~**

1c. *No longer applicable; delete.*

1d. The minimum heated floor area per dwelling unit shall be ~~as follows: multifamily units shall be a minimum of 600 square feet for 1-bedroom units; 800 square feet for 2-bedroom units; 900 square feet for 3-bedroom units; townhouse units shall be~~ a minimum of 1,100 square feet ~~and single-family lots shall be a minimum of 1,200 square feet~~.

1e. *No longer applicable; delete.*

2a. To the revised site plan received by the ~~Department of Environment and~~ Community Development Services Department dated April 23, 2018 ~~on October 31, 2006, as amended on January 26, 2010 to allow 20 single-family lots instead of townhouses and December 29, 2010 to allow convenience store use of Pod 6 and October 28, 2011 to relocate townhouses and multifamily units, and on October 27, 2015 to allow a hotel~~. Said site plan is ~~not~~ conceptual; ~~the developer must strictly adhere to the site plan as submitted. A~~any changes to the site plan must be approved by the Director of ~~Environment and~~ 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.

3a. *No longer applicable; delete minimum lot width and setback regulations for single-family lots.*

Any zoning decision of Mayor and Council may be appealed to the Superior Court of Fulton County within thirty (30) days of the action.

Should you have any questions, please feel free to contact our Office.

Sincerely,

Shayla Reed
Interim Director

APPLICATION FOR ADMINISTRATIVE OR ZONING MODIFICATIONS

The undersigned, having an interest in the property herein described respectfully request:

SECTION I

MODIFICATION #: _____

(To be assigned by the City of South Fulton)

[____] A. **ADMINISTRATIVE MODIFICATION:** A modification of a condition(s) of zoning or Use Permit that does not require a public hearing. A decision will be made by the Director of Community Development & Regulatory Affairs.

[x] B. **ZONING MODIFICATION:** A modification of a condition(s) of zoning or Use Permit where public interest has been determined. This requires a public hearing by the City of South Fulton Councilmembers.

If "A" was denied, list previous case number: #M _____

1) Planner who determined the type of Modification you should file: **Nathan Mai-Lombardo**

2) Identify the specific condition(s) being modified as provided by the Planner. State the condition number(s) and letter(s) (e.g. 2-b, 2-e). **1(a); 2(a); 3(a)** ; _____ ; _____ ; _____ ; _____ ; _____

3) Petition number of the Zoning or Use Permit to which this application applies **Z-2002-124**
Current zoning district **MIX**

4) Attach a copy of Legal Description [must be metes and bounds] or complete the following information if the property is within a recorded subdivision.

SUBDIVISION NAME: _____ UNIT/PHASE: _____

LOT NUMBER: _____ BLOCK DESIGNATION: _____ LAND LOT(S): _____

DISTRICT/SECTION: ____/____ RECORDED IN PLAT BOOK: _____ PAGE: _____

ROAD NAME: _____

M21-006
CV21-006

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NOTICE: Sections III or IV below **MUST** be signed and notarized when application is submitted. If Section III is signed and notarized, applicant need only complete Section IV as "Applicant", notarization of Section IV is not necessary.

SECTION III: Owner states under oath that he/she is the owner of property described in the attached legal description, which is made part of this application for a Modification.

Rocklyn Homes, Inc.
TYPE OR PRINT OWNER'S NAME

3505 Kroger Blvd, Suite 275
ADDRESS

Duluth, GA 30096
CITY & STATE ZIP CODE

OWNER OF PROPERTY (SIGNATURE)

4044246723
PHONE NUMBER

TJENKINS@RocklynHomes.com
EMAIL ADDRESS

Sworn to and subscribed before me this
11 day of May 2021

NOTARY PUBLIC

CHARITY MCKEE NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 27, 2021

SECTION IV: Applicant, if different from the Owner, states under oath that:

1) Applicant is the executor or attorney-in-fact under a Power-of-Attorney for the Owner. Attach copy of Power-of-Attorney and type name of Owner as indicated in Section III; *or*

2) Applicant has an option to purchase said property conditioned upon the property being granted a modification. Attach copy of contract and type name of Owner as indicated in Section III; or

3) Applicant has an estate for years which permits the applicant to apply for a modification. Attach a copy of lease and type name of Owner as indicated in Section III.

APPLICANT (SIGNATURE)

Provision Holdings, LLC
TYPE/PRINT NAME OF APPLICANT

4035 Greenside Court
ADDRESS

Dacula, GA 30019
CITY & STATE ZIP CODE

6789834657
PHONE NUMBER

rorus@provisionholdings.com
EMAIL ADDRESS

Sworn to and subscribed before me this

_____ day of _____ 20___

NOTARY PUBLIC

Indicate which of the above is applicable: 1 _____ 2 _____ or 3 _____

SECTION V: Attorney or Agent, if different from the applicant and/or owner

SIGNATURE OF ATTORNEY/AGENT

CHECK ONE: [_____] ATTORNEY [__X__]

AGENT

Wilson Brock & Irby LLC, c/o Stephen Rothman
ADDRESS 2849 Paces Ferry Rd SE, Suite 700
Atlanta, GA 30339

CITY & STATE ZIP CODE

404-853-5050
PHONE NUMBER

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DISCLOSURE REPORT
FORM C

Office use only:
REZONING PETITION #: _____ ZONING BOARD OF APPEALS MEETING DATE:_____

- **Within the two (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 the Zoning Board of Appeals.**

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) Stephen Rothmon

Signature: _____ Date: May 13 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 the 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: Rocklyn Homes, Inc.

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) Rocklyn Homes

Signature: _____ Date: 5-11-2021

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PUBLIC PARTICIPATION PLAN
FORM D

Applicant: _____

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 Fulton County Zoning Resolution:

Those individuals, associations, political jurisdictions and other public agencies required by staff and the City of South Fulton Zoning Ordinance will be notified.

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

Letters, emails, zoom meetings, telephone calls, and meeting notices will be used to notify those listed in 1 above.

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.)

At least one meeting at a convenient time and place will occur. Applicant intends to host zoom meetings to ameliorate concerns over COVID19.

Attach additional sheets as needed.

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: Marissa Jackson Date: May 14, 2021

Planning Division
Community Development & 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 Fulton County Zoning Resolution and failure to comply shall render my application incomplete which may result in delay in the process of this application.

Applicant signature: [signature] Date: 5-11-2021

Applicant printed name: Rocklyn Homes

All that tract or parcel of land lying and being in Land Lots 26, 27, 32 and 33 of the 9F District, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point being the southwestern most point of Tract A per Plat Book 377, Page 14, said point being a ½" rebar and cap found on the northerly Right of Way of Oakley Industrial Boulevard (Variable R/W) and having coordinates of Northing: 1,288,926.46, Easting: 2,172,223.31 on the Georgia State Plane Coordinate System, NAD 83, Georgia West, from point thus established and leaving said Right of Way and running thence North 00° 36' 22" West a distance of 645.68 feet to a 1/2" rebar with cap found; thence South 73° 04' 53" West a distance of 296.86 feet to a 1/2" rebar found; thence South 73° 12' 34" West a distance of 109.82 feet to an iron pin set; thence North 11° 39' 17" West a distance of 63.52 feet to an iron pin set; thence North 72° 59' 44" East a distance of 318.98 feet to a 1/2" rebar with cap found; thence South 18° 45' 01" East a distance of 7.54 feet to a 1/2" rebar and cap found; thence North 73° 13' 19" East a distance of 88.25 feet to an iron pin set; thence North 61° 49' 31" East a distance of 69.95 feet to a iron pin set; thence North 50° 32' 13" East a distance of 112.08 feet to a 1/2" rebar with cap found; thence South 39° 36' 53" East a distance of 49.96 feet to a 1/2" rebar found; thence North 50° 32' 28" East a distance of 404.87 feet to an iron pin set; thence South 33° 35' 33" East a distance of 644.48 feet to an iron pin set; thence South 30° 26' 02" West a distance of 165.27 feet to an iron pin set; thence South 00° 37' 01" East a distance of 337.02 feet to an iron pin set on the aforementioned Right of Way of Oakley Industrial Boulevard; thence running along said Right of Way South 89° 23' 01" West a distance of 752.33 feet to a 1/2" rebar found; and the TRUE POINT OF BEGINNING. Said tract contains 15.258 Acres (664,631 Square Feet).

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

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

STEPHEN ROTHMAN

SROTHMAN@WBILEGAL.COM
DIRECT DIAL: (770) 803-3731

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

May 13, 2021

VIA HAND DELIVERY

Mayor William Edwards
City Council, City of South Fulton
c/o Department Of Community Development
And Regulatory Affairs
5440 Fulton Industrial Blvd.
Atlanta, Georgia 30336

RE: Letter of Intent – Oakley Industrial Blvd. Zoning Modification and Concurrent Variances

Dear Mayor Edwards and City Council:

This firm represents Provision Holdings, Inc., the applicant, ("Provision") and contract purchaser of 15 26 acres of land, more or less, as more particularly described in the enclosed legal description and site plan ("Property"). Provision seeks a zoning modification with concurrent variances to amend conditions of zoning applicable to the Property to allow a development that is in keeping with, and more suited for, the built environment and the implementation of the vision and plans for the surrounding area.

Zoning Modification

The Property is currently zoned to the MIX Zoning Category, which generally allows multifamily residential uses. The subject MIX zoning contemplates a large unified development over more than 136 acres of land. The Property is a small part of that larger development, roughly 15 acres within POD 1.

POD 1 of the original MIX zoning was intended to be commercial uses with an anchor tenant. Over the course of the past two decades, no anchor tenant has found this parcel desirable, most likely because of its lack of frontage on a major arterial route. The commercial component for POD 1 is not economically feasible.

After the original MIX zoning was approved by Fulton County under Z2002-124 and some phases developed, the conditions of zoning attached to the MIX zoning on this land was amended several times over the ensuing 18 years as specific PODS were developed. The latest modification affecting the Property is memorialized in action taken by the City of South Fulton Mayor and Council on August 28, 2018 in case number M18-003, which reflects that conditions

of zoning were proposed and accepted to exclude multifamily units and include a hotel. As you know, following the modification to allow a hotel on this site, multiple hoteliers either renovated, built or acquired nearby parcels and hoteliers no longer seek this land as economically desirable for a first-rate hotel.

Provision wishes to modify conditions of zoning 1(c), 2(a) and 3(a) to 2002Z-0124, as most recently modified by M18-003, so as to allow the construction of a maximum of 322 multifamily units and 2500 square feet of commercial space on the 15.26 acres shown on the enclosed site plan located in POD 1. Accordingly, this modification request is submitted to the Mayor and Council for your review and Provision respectfully requests your approval.

Specifically, Provision seeks a modification so that condition 1(c) is modified to state "no more than 322 multifamily units in POD 1." Additionally, Provision seeks a modification so that condition 2(a) is modified to add a first sentence which states "To the site plan received by the Department Of Community Development And Regulatory Affairs to allow a maximum of 322 multifamily units and 2500 square feet of commercial space on the 15.26 acres of land located in Pod 1 of the project and designated thereon." Condition 3(a) is proposed to be modified to state "Building setbacks and distances between buildings shall be provided as shown on the site plan prepared by Thomas & Hutton Entitled "South Fulton Apartments" dated 5/12/2021" and submitted to the City of South Fulton, Georgia on May 14, 2021."

Finally, the zoning modification is sought because the development as shown on the existing conditions of zoning cannot accomplish the goals and purposes of the zoning ordinance and land use planning principles. The existing zoning condition envisions a hotel on the subject property, but such a use is not economically feasible and a multifamily residential community is a more compatible transitional use between the townhome community to the north and the highway commercial to the south and west of the subject property. The provision of residents in the area who will use the pedestrian amenities and frequent smaller retail establishments that serve their needs offers a balance of uses that promotes the character of the surrounding properties.

For these reasons, Provision respectfully requests that the zoning modification be approved so that the Property can be developed in an economically feasible way that meets planning principles and the goals of the City's Zoning Ordinance.

Concurrent Variances

Provision seeks 2 concurrent variances: (1) to vary Section 602.2 to reduce minimum required parking from 552 parking spaces to 496 spaces; and (2) to vary Section 405(a)(1) to reduce required landscape strip width from a 20 foot minimum to a 10 foot minimum. Each request meets all of the criteria necessary for approval of the variance and therefore Provision respectfully requests that such variances be approved. Each criterion will be addressed in turn.

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 shape, size or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

The strict enforcement of the parking requirement would create an unnecessary hardship due to the Property's topography, shape and size which, if a variance is granted, would cause no detriment to the public. The Property is an awkward shaped parcel with ten (10) sides, those sides intersecting at sharp angles and rounded curves, creating an irregular shape. In addition, the Property's topography contains steep slopes and extreme topography and a stream running through the middle of it, which results in less land to accommodate buildings or parking spaces for the types of uses desired in this MIX development. Additionally, accommodations for stormwater management facilities, passive parks and recreation reduces the buildable area within the awkwardly-shaped parcel.

These conditions create a hardship in providing the minimum required functional area for the mix of uses and its parking because the Property is burdened by "pinch points" due to the steep slopes, topography, stream and an irregular area within which to place geometrically regular parking spaces and associated access.

The hardship is unnecessary to serve the purposes of the Zoning Ordinance. Section 5-1006 declares the purposes of the Zoning Ordinance to be, among other things, to provide for adequate open space, recreation areas, and to lessen congestion in the streets, to facilitate the adequate provision of transportation and to promote desirable living conditions. The strict enforcement of the parking requirements would contradict these goals, in these particular circumstances, because to do would reduce the amount of amenity areas, open space and land disturbance of environmentally sensitive areas. In addition, the reduced amount of parking results in fewer vehicles serving the site, which results in less traffic congestion. It is not necessary to strictly enforce the parking requirement in this case in order to meet the purposes of the Zoning Ordinance.

The approval of the variance would not cause detriment to the public. As a practical matter, overflow parking (which is not likely to occur due to actual parking demands as concluded by the traffic engineer) would have to occur outside of the gated boundary of the community. The distance between the proposed residential community and the nearest areas to park in a manner affecting the public is simply too far to be a practical parking alternative.

Likewise as to the landscape strip reduction, all of the same site features create pinch points which require that a distance requirement be reduced to allow the desired MIX proposal. The portion of the Property between the stream and the public road, where the landscape strip is required, is very narrow and will not accommodate a building and parking. In order to reduce impact on the environmentally sensitive areas, Provisions requests a slight reduction in the landscape strip.

The full provision of the 20 foot width of the landscape strip is not necessary to serve the purpose of the Zoning Ordinance because Provision proposes to locate linear landscaped islands within the parking lot itself, thereby dispersing canopy and greenspace throughout the parking lot instead of in small locations in various spots. The parking lot itself will have landscaping to soften the visual impact from the right-of-way, thereby adding to the landscaped design along Oakley Industrial Boulevard.

B. Special conditions and circumstances exist which are peculiar to the land, structure, and buildings involved and which are not applicable to other land, structures, or buildings within the same district.

There exist special conditions and circumstances which are peculiar to this land and buildings alone and which do not apply to any other land, structures or buildings within the same district. The Property is the only one that has the unique awkward shape.

C. The literal interpretation of the provisions of the Zoning Ordinance would deprive the applicant of the rights commonly enjoyed by other properties within the same district under the terms of the Zoning Ordinance.

The strict and literal enforcement of the minimum parking requirement would deprive the applicant of rights commonly enjoyed by other properties within the MIX district because that district specially allows (and encourages) accessory amenity areas and open spaces. Due to the steep slopes, shape and size of the lot, these commonly enjoyed rights are denied to Provisions if the minimum parking requirement must be met within the gated community. Likewise, the imposition of the full 20 foot wide landscape strip deprives the landowner of placing a single building with accessory parking (that otherwise meets and exceeds parking lot landscaping standards) along the road frontage, which is a right commonly enjoyed by other properties.

D. The special conditions and circumstances do not result from the actions of the appellant.

The special conditions and circumstances do not result from the actions of Provisions. The size, shape and topography of the land all result from natural causes.

E. Granting the variance will not confer upon the appellant any special privilege that is denied by this Zoning Ordinance to other lands, structures, or buildings in the same district.

Approval of these variance requests will not confer upon the Provision any special privilege denied to others by the zoning ordinance because this request meets all of the criteria for such approval. Given the unique circumstances of the awkward shape of the lot, the uses desired by the current zoning, and the location of the Property in relationship to its surrounding uses, and the stream onsite, nothing special is being granted that would be denied to others in this highly unique circumstance. Other lands without such burdens enjoy the right to have a building along the street frontage and providing adequate accessory parking without invading

environmentally sensitive areas; Provision would not be receiving a special privilege obtaining the same.

F. The request is limited to the extent necessary to alleviate the unnecessary hardship and not as a convenience to the appellant or gain an advantage or interest over similarly zoned property.

The request to reduce minimum required parking from 552 to 496 is limited to only that which is necessary and is not sought merely as a convenience but rather as a necessity to adequately provide accessory aspects of the site, such as open space, setbacks, buffers, interparcel connection and amenity space, which serve the public interest and are customarily enjoyed by others in the same district. No advantage or interest over similarly zoned property is achieved with the approval requested. Indeed, the parking requested is more than adequate to serve the uses being proposed.

As to the landscape strip, the site plan shows that there is no additional area between the "pinch point" of the stream buffer and landscape strip that is not being used for parking or the building. No advantage or convenience over another similarly zoned property is gained by approving this application.

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.

Section 5-1006 declares the purposes of the Zoning Ordinance to be, among other things, to provide for adequate open space, recreation areas, and to lessen congestion in the streets, to facilitate the adequate provision of transportation and to promote desirable living conditions. Relief, if granted, would allow these goals to be met. If denied, these goals would be frustrated. Relief would allow the provision of amenity areas, open space, adequate buffers, interparcel connection providing alternate routes of traffic to the public to avoid busy intersections and the protection of environmentally sensitive areas. If relief is denied, Provisions would be forced to use the open areas, amenity space and interparcel connection for parking spaces Relief, if granted, would serve and implement the purposes of the Zoning Ordinance as articulated in Section 5-1006 of the City Code.

As to the landscape strip, though the strip is narrower, the applicant will be landscaping the parking lot with linear islands, as opposed to the small blocks located in various spots in the parking lot. This will provide for a more continuous and dispersed canopy along the frontage of the Property that exceeds the value of an additional 10 feet of landscaping along the street.

Notice of Constitutional Objections

As you know, Georgia law requires the applicant to give the governing authority fair notice if it believes that the current zoning of the property, and the continued enforcement of the current zoning in the future, would deprive it and/or the owner of constitutional rights. Accordingly, this is to place the governing authority of the City of South Fulton on notice that

the continued enforcement of the current zoning on the Property, or the continued enforcement of any zoning regulation that prevents the Property from being developed and used as proposed herein would violate the owner's and applicant's rights guaranteed by Article I, Section I, Paragraph I; Article I, Section I, Paragraph II; and Article I, Section III, Paragraph I of the Georgia Constitution and the 5th and 14th amendments to the US Constitution. However, given that the proposal is consistent with, and implements, the goals and purposes of the Zoning Ordinance, the MIX zoning district and land use planning principles, we respectfully urge that this application be approved.

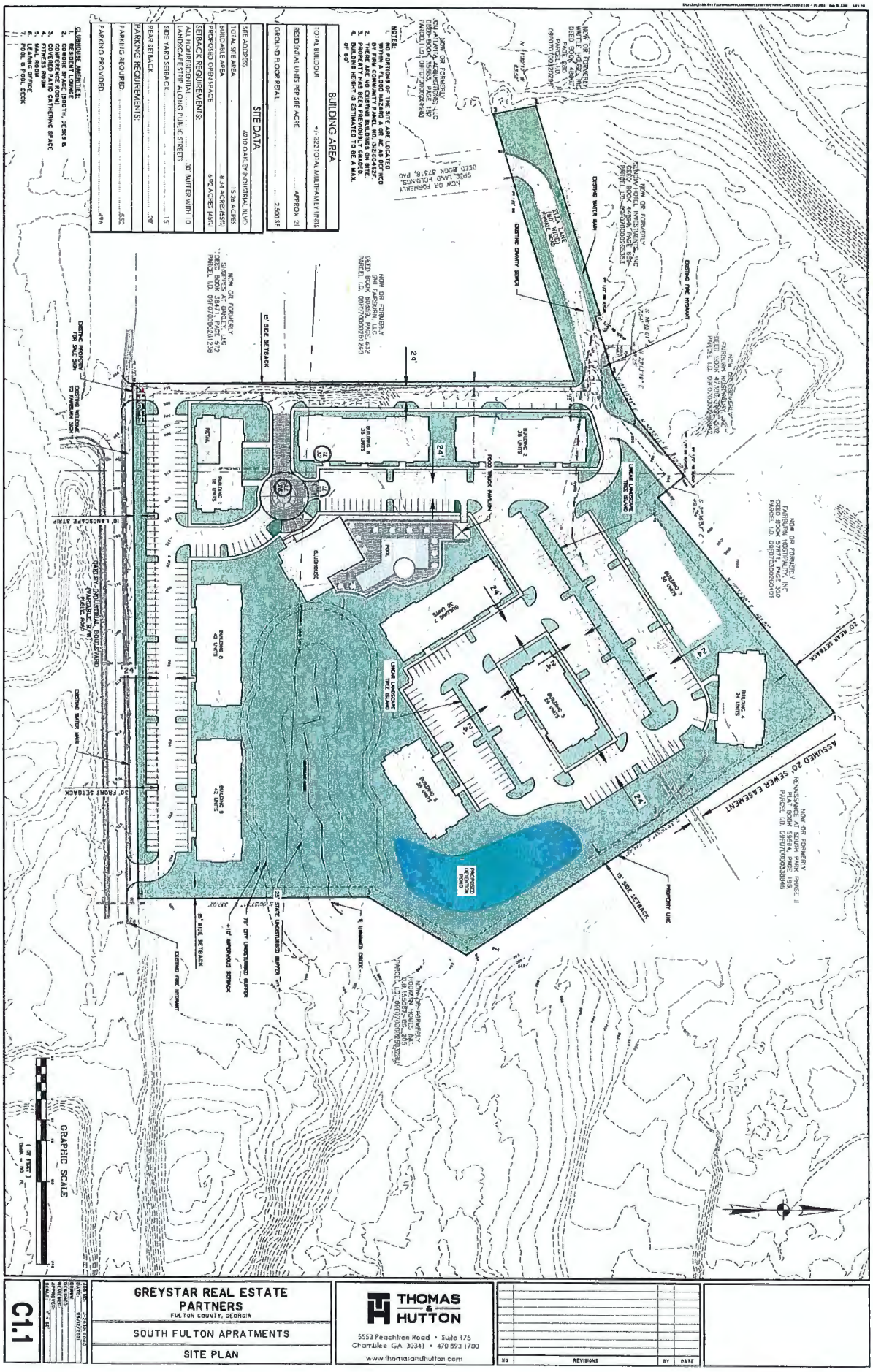
Sincerely,

WILSON BROCK & IRBY, L.L.C.

Stephen Rothman

Enclosures

102951.1 211995-000001


BUILDING AREA
TOTAL BUILDOUT +/- 322 TOTAL MULTIFAMILY UNITS
RESIDENTIAL UNITS PER SITE ACRE APPROX 21
GROUND FLOOR RETAIL 2,500 SF
SITE DATA
SITE ADDRESS 6210 OAKLEY INDUSTRIAL BLVD
TOTAL SITE AREA 15.26 ACRES
BUILDABLE AREA 8.34 ACRES (455%)
PROPOSED OPEN SPACE 6.92 ACRES (45%)
SETBACK REQUIREMENTS:
ALL NON-RESIDENTIAL 30' BUFFER WITH 10 LANDSCAPE STRIP ALONG PUBLIC STREETS
SIDE YARD SETBACK 15'
REAR SETBACK 20'
PARKING REQUIREMENTS:
PARKING REQUIRED 552
PARKING PROVIDED 496
CLUBHOUSE AMENITIES:
1. RESIDENT LOUNGE
2. CONCIERGE SPACE (BOOTH, DESKS & COMPERENCE ROOM)
3. COVERED PATIO GATHERING SPACE
4. FITNESS ROOM
5. MAIL ROOM
6. LEASING OFFICE
7. POOL & POOL DECK
NOTES:
1. NO PORTIONS OF THE SITE ARE LOCATED WITHIN A FLOOD HAZARD & OR AS DEFINED BY FIRM COMMUNITY PANEL NO. 13121C0462F.
2. THERE ARE NO EXISTING BUILDINGS ON SITE.
3. PROPERTY HAS BEEN PREVIOUSLY GRADED.
4. BUILDING HEIGHT IS ESTIMATED TO BE A MAX. OF 50'
GRAPHIC SCALE
C1.1
GREYSTAR REAL ESTATE PARTNERS
FULTON COUNTY, GEORGIA
SOUTH FULTON APRATMENTS
SITE PLAN
THOMAS & HUTTON
5553 Peachtree Road • Suite 175
Chamblee GA 30341 • 470 893 1700
www.thomasandhutton.com
NO
REVISIONS
BY
DATE

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	U21-004: Council to consider a use permit at 2220 Jonesboro Rd for salon suites
DATE:	July 27, 2021
SUBJECT:	U21-004: Council to consider a use permit at 2220 Jonesboro Rd for salon suites
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
u21-004	Cover Memo	7/22/2021
U21-004 2220 Jonesboro Road Staff Report FINAL FOR COUNCIL 7.27.21	Cover Memo	7/22/2021

U21-004

Use Permit
2220 Jonesboro Rd.

City Council Meeting
City of South Fulton
July 27, 2021

U21-004: 2220 Jonesboro Rd.

- No changes from the Zoning Hearing
- 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 City Council

FROM: Planning & Zoning Division

SUBJECT: **U21-004, 2220 Jonesboro Road**

MEETING DATE: July 27, 2021

Darryl Milam seeks a use permit for hair salon suites located on Jonesboro Road.

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Darryl Milam 2220 Jonesboro Road Fairburn, GA 30213 Unit 100 & 101A
Status of Applicant:	Owner of the business.
City Council District(s):	District 7
Parcel ID Number:	13 0196LL0644
Area of Property:	3.72 Acres
Current/Past Use of the Property:	Hair Salon Suites
Prior Zoning Cases/History:	**2005 Z-0121** AG-1 to C-1, APPROVED
Surrounding Zoning:	South: Fayette County North: C-1 (Limited Commercial District) and R-3 (Single Family Dwelling District) East: C-1 (Limited Commercial District) West: C-2 (General Commercial District)
2035 Future Land Use Designation:	Character Type: Community Live-Work Land Uses: Community Live Work, Public, Semi-Public & Institutional, Open Space Zonings: MIX, C-1, C-2, O-I
Compatibility to the Fulton County 2035 Comprehensive Plan:	Yes. The proposal is part of a commercial development as the Community Live-Work category is intended. A Future Land Use amendment is not necessary.
Overlay District:	Old National
Public Utilities:	Water service is provided to these sites by City of Atlanta.
	Sewer Service is provided by Fulton County
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 Road Public Transit: The address is served by MARTA bus service located on Jonesboro Road and Albania Drive. Bike/Pedestrian Access: Sidewalks exist along the development frontage on Jonesboro Road & Old National Hwy.
Parking Required (Retail/Service Stations):	Parking Required: 15 spaces Parking Proposed: 15 spaces

MAPS

City of South Fulton Zoning and Aerial Map:

(see attached)

Proposed Site Plan:

(see attached)

PUBLIC PARTICIPATION

Petitioner has scheduled their meeting for June 10, 2021. The report is forthcoming.

USE PERMIT STANDARDS FOR A HAIR SALON

1. The C-1 District is intended to provide locations in which neighborhood and community-oriented retail and service activities conclude a transition, or land areas which compliment a transition into a more intense activity area.

USE PERMIT CONSIDERATIONS

Staff is including the specific considerations for a use permit to be granted in an effort to assist City officials in considering the application and its merits. In granting such permits, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors to ameliorate the effects of the proposed development/use. These considerations include:

1. Whether the proposed use is consistent with the Comprehensive Land Use Plan and/or Economic Development Revitalization plans adopted by Mayor and Council;

Yes. The hair salon is a commercial use along an active corridor as the Community Live-Work category is intended which the hair salon suites aligns with.

2. Compatibility with land uses and zoning districts in the vicinity of the property for which the Use Permit is proposed;

Yes. The subject parcel is zoned C-1 (Limited Commercial District). The surrounding areas are also commercial uses.

3. Whether the proposed use may violate local, state and/or federal statutes, ordinances or regulations governing land development;

No. The property does not violate local, state, or federal statutes.

4. The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets;

None. The proposed use will have negligible effect on traffic flow along Jonesboro Road and Old National Highway and surrounding streets.

5. The location and number of off-street parking spaces;

The code requires 15 spaces based on the square footage of his business. The site plan shows 15 available parking spaces.

6. The amount and location of open space;

The proposed salon will be in an existing commercial building which has open space.

7. Protective screening;

The proposed hair salon does not require screening; however, the development has a substantial setback off Jonesboro Road and Old National Highway. All commercial spaces face the interior of the property.

8. Hours and manner of operation;

Monday-Sunday 6:00am-8:00pm

9. Outdoor lighting;

The parcel is currently served by outdoor lighting within the commercial development.

10. Ingress and egress to the property;

The subject property currently has two means of ingress and egress on the Jonesboro Road and Old National Highway street frontage.

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, N/A.

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

Currently there is 1 registered hair salon on Old National Hwy approximately .24 miles from the proposed hair salon suites.

Hair salons are an allowed use in the C-1 zoning district and within the Comprehensive Land Use Plan. The hair salon fits the character of the area and will not present a burden for neighboring properties.

Staff Recommendation **APPROVAL**

PLANNING COMMISSION RECOMMENDATION

At the June 15, 2021 Planning Commission meeting, the board recommended Approval.

PREPARED BY: Dana Gray, Planner

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

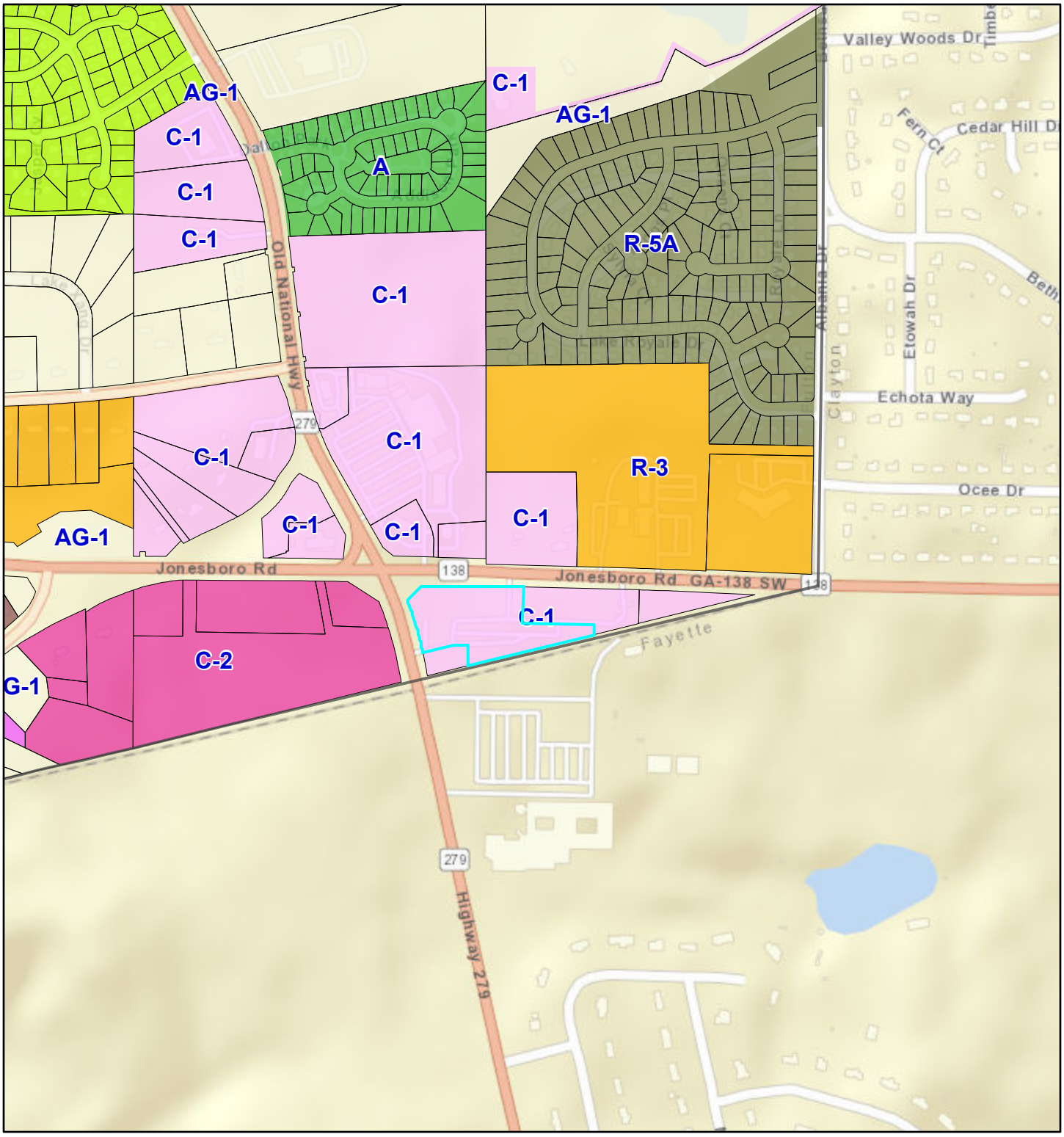
Google Maps 2220 Jonesboro Rd



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft

City of South Fulton I July 27, 2021

COSF ArcGIS Web Map



5/7/2021, 10:13:32 AM

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

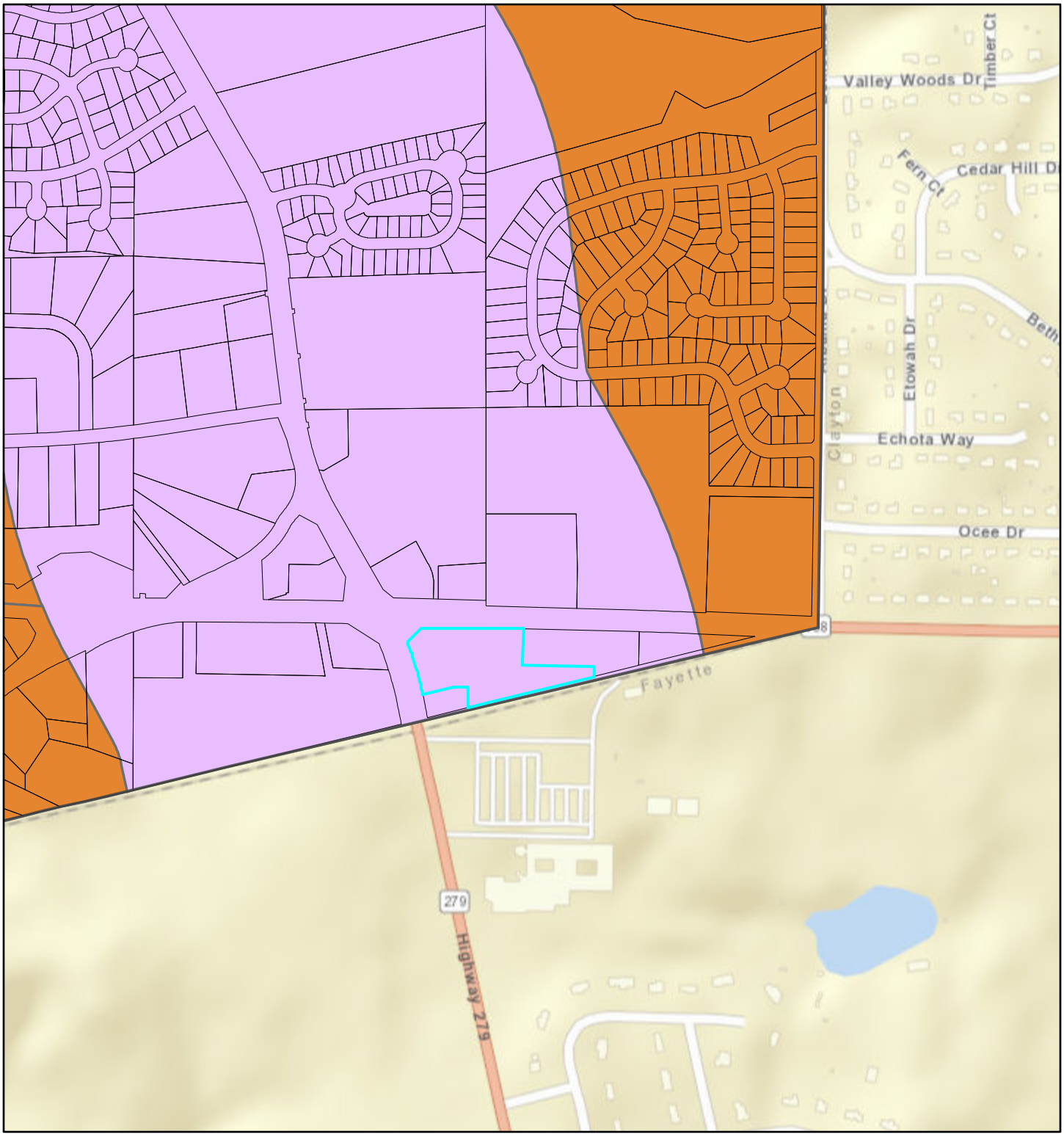
Current Zoning

- A (Medium Density Apartment)
- AG-1 (Agricultural)
- C-1 (Limited Commercial)
- C-2 (General Commercial)
- 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



5/7/2021, 10:18:11 AM

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

2035 Future Land Use

Community Live Work

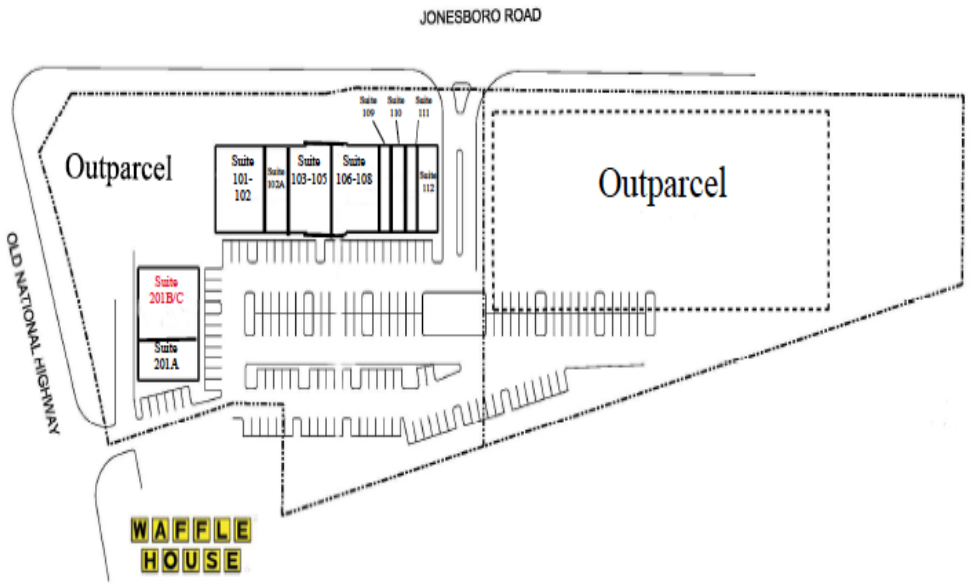
Suburban II Neighborhood

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

Web AppBuilder for ArcGIS
City of South Fulton, GA

Bonds Salon Suites

Site Plan 2220 Jonesboro Rd. Fairburn GA.



Suite 201A	Boutique
Suite 201B/C	VACANT 4,000 SF
Suite 101/102	Mr. Everything Cafe
Suite 103-105	Dance Academy
Suite 106-108	Sugahplum Sweetz
Suite 109	Flex Staffing
Suite 110	Pro Nails
Suite 111	Waistless Conturing
Suite 112	Tax Office

Total GLA
22,212 SF

Parking spaces for the site is 243 actual spaces. Of the 243 parking spaces Bonds Salon Suites will utilize 60-65 parking spaces. Bonds Salon Suites will use approximately 1/4th of the available parking spaces.

PRODUCED BY AN AUTODESK STUDENT VERSION

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Be sure you refer to drawing notes, the "Do Not" and "Be Sure" notes, and all other information in the plans. Do not scale drawings. Design Solutions, LLC. is not responsible for any errors or omissions contained in these documents after 30 days from the date of delivery. All errors or omissions must be reported to Design Solutions, LLC. within 30 days from the date of delivery. Design Solutions, LLC. is not responsible for any errors or omissions contained in these documents after 30 days from the date of delivery. All errors or omissions must be reported to Design Solutions, LLC. within 30 days from the date of delivery.

BONDS SALON SUITES

2220 JONESBORO ROAD STE 100a & 101a
SOUTH FULTON, GEORGIA 30213

I Design Solutions LLC
www.Idesignplans.com
PO Box 550125
Atlanta, GA 30355
404.401. 8563

1/4"= 1-0"

SHT A-2.0 Architectural Floor Plans

RELEASED FOR CONSTRUCTION

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SYMBOLS

- Recessed Incandescent Lighting
- Combination LED Exit Lights & Emergency Light
- Wall Swith, W/ Dimmer
- Duplex Receptacle
- 120V Ground Fault Interrupter
- Equipment Disconnect
- Home Run Circuit To panel "A"
- Fire Extinguisher
- Fire Alarm Pull Station

WALL LEGEND

- Existing Walls
- Proposed New 4" Walls
- Existing 2 Hour Rated Wall
- Existing Exterior Wall

BUILDING INFORMATION

Project Criteria
Date of Review: (per IC'20)
Name of Development: Bonds Salon Suites
Owner / Developer: Mr. Bonds / Phone No. [illegible]
Type of Construction: B- II Sprinkler/ Protection System: (YES)
Seismic: Hazard Exposure Group: I Seismic Category: C Site Class: D
Total Interior Finish Area in Square Feet: 3,822 Sqft / 1st Salon
Main: Ist=0 / 3,822 Sqft

Calculated Occupancy Load Final Floor

Entry Area	213 Sq ft @	15 Sq ft per person	14 persons
Suites	1800 Sq ft @	15 Sq ft per person	120 persons
Mechanical Room	145 Sq ft @	100 Sq ft per person	2 persons
Bathroom Area	95 Sq ft @	100 Sq ft per person	1 persons
Bathroom Area	95 Sq ft @	100 Sq ft per person	1 persons
Breakroom	110 Sq ft @	15 Sq ft per person	8 persons
Washhouse Area 1	106 Sq ft @	15 Sq ft per person	7 persons
Washhouse Area II	205 Sq ft @	15 Sq ft per person	14 persons
Assembly	1,813 Sq ft @	15 Sq ft per person	121 persons
	3,822 Sqft	101 Occ	373 Persons

HEATED FLOOR AREA SQFT OF BUILDING

PROPOSED FLOOR AREA — 3,822 Sqft

Total Heated Floor Area Sqft — 3,822 Sqft

All Salon Suites Shall have Dropped Ceiling to remain
All Common Areas shall have Drop Ceiling removed with exposed ductwork

PRODUCED BY AN AUTODESK STUDENT VERSION

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PRODUCED BY AN AUTODESK STUDENT VERSION

CITY OF SOUTH FULTON

REZONING & USE PERMIT APPLICATION PACKAGE

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	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	N/A
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: 4-3-2021

TAX PARCEL IDENTIFICATION NUMBER(S): _____

SECTION I **REZONING REQUEST**

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

PROPERTY ADDRESS (if available): _____

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned from _____ to _____

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: C-1 (2220 Jonesboro Rd. Fairburn Ga. 30213 unit 100A 101A

USE PERMIT REQUEST: L&J P.C.I Holding Inc. is Requesting a Special Use Permit For Bonds Salon Suites For Cosmetology Services

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.**

OLD NATIONAL RETAIL CENTER, LLC c/o
TYPE OR PRINT OWNER'S NAME HALE RETAIL GROUP
1303 HIGHTOWER TRAIL SUITE 201
ADDRESS
ATLANTA, GA. 30350
CITY & STATE ZIP CODE
OWNER'S SIGNATURE 770-594-1309
PHONE NUMBER
SMALEY@HALERETAILGROUP.COM
EMAIL ADDRESS

Sworn to and subscribed before me this the
19th Day of April 20 21
NOTARY PUBLIC

JANE LUNCEFORD NOTARY PUBLIC FULTON COUNTY, GEORGIA My Commission Expires 11-18-2023

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

PETITIIONER'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

Deed Book 59215 Pg 430
Filed and Recorded Sep-10-2018 02:16pm
2018-0246719
Real Estate Transfer Tax $1,575.00
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, Georgia

After recording, return to:

HIPES & BELLE ISLE
178 S Main St Suite 250
Alpharetta, GA 30009

LIMITED WARRANTY DEED

THIS INDENTURE is made this 22nd day of August, 2018, between **OLD NATIONAL, LP**, a Texas limited partnership (hereinafter referred to as "Grantor"), and **OLD NATIONAL RETAIL CENTER LLC**, a Georgia limited liability company (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH

Grantor, for and in consideration of the sum of Ten and No/100ths Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all those tracts or parcels of land lying and being in Land Lot 197, 13th District, of Fulton County, Georgia, being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter, the "Land").

TO HAVE AND TO HOLD the Land, together 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 behoove of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions attached hereto as Exhibit "B" and hereby incorporated by reference.

IN WITNESS WHEREOF, the said Grantor has signed and sealed this deed, as of the day and year above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

Old National, LP, a Texas limited partnership

By: GEM Operating Partners, LLC, a Texas limited liability company
Its: General Partner

Unofficial Witness

By: _____(Seal)
George Murchison
Managing Member

Notary Public
My Commission Expires: 1/19/19

CAROLINE HAWLEY
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 01-19-2019
NOTARY ID 1160560-3

EXHIBIT "A"
LEGAL DESCIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 197, 13thDistrict, Fulton County, Georgia and being more particularly described as follows: BEGINNING at a point located at the northeasterly mitered corner of the easterly right-of-way of Georgia Highway 279 a/k/a Old National Highway (having a variable right-of-way) and the southerly right-of-way of Georgia Highway 138 a/k/a Jonesboro Road (having a variable right- of-way), thence leaving said point and running with the said right-of-way of Georgia Highway 138 south 89 degrees 01 minutes 25 seconds east 277.74 feet to a point; thence north 82 degrees 55 minutes 33 seconds east, 33.87 feet to a point; thence south 88 degrees 30 minutes 17 seconds east, 665.10 feet to a point; thence leaving the aforesaid right-of-way of Georgia Highway 138 south 01 degrees 29 minutes 43 seconds west, 155.00 feet to a point on the apparent County Line between Fulton County, Georgia and Fayette County, Georgia; thence with the said apparent County Line south 76 degrees 37 minutes 43 seconds west, 938.19 feet to a broken concrete monument found on the aforesaid rightof- way Georgia Highway 279; thence leaving the aforesaid apparent County Line and running with the aforesaid right-of-way of Georgia Highway 279 north 12 degrees 54 minutes 43 seconds west, 76.70 feet to a ½ inch rebar found; thence 278.83 feet along the arc of a curve deflecting to the left, having a radius of 1,956.62 feet and a chord bearing and distance of north 16 degrees 16 minutes 37 seconds west, 278.59 feet to a point located at aforesaid mitered corner; thence across the said miter, north 36 degrees 57 minutes 09 seconds east, 59.62 feet to a point and the POINT OF BEGINNING, containing 268,724 square feet or 6.1691 acres of land, more or less. Said property containing 6.1691 acres as shown on ALTA/ASCM Survey for Ticor Title Insurance Company, et al, by Terra Mark Professional Land Surveying, certified by Paul B. Cannon, GRLSN 2928, dated May 31, 2007, last revised March 11, 2008. LESS AND EXCEPT property described in that certain Limited Warranty Deed from Odyssey (VI) Commercial DP III, LLC to WH Capital, LLC., dated and filed October 10, 2008 in Deed Book 47259, Page 303, Fulton County, Georgia Records.

EXHIBIT "B"

1. All taxes and special assessments, including water, sanitary and other utility bills, for the year 2018 and subsequent years, which are not yet due and payable, together with any and all taxes and special assessments which may become due and payable for the current or previous years, due to, but not limited to, reassessments, rebillings, or errors by tax officials or their agents.

2. Right of Way Deed from Nakato, Inc. to Department of Transportation, dated June 3, 1986, filed July 8, 1986, recorded in Deed Book 10197, Page 187, Fulton County, Georgia Records.

3. Sewer Easement from the Most Reverend John F. Donoghue D.D. as Archbishop of the Roman Catholic Archdiocese of Atlanta and/or his Successors in Office to Fulton County, dated June 8, 2000, filed August 3, 2000, recorded in Deed Book 29333, Page 419, aforesaid records.

4. Restrictive Covenants contained in Limited Warranty Deed from Catholic Education of North Georgia, Inc. f/k/a Catholic School Properties, Inc. to Old National Station, LLC, dated June 1, 2006, filed June 12, 2006, recorded in Deed Book 42779, Page 561, aforesaid records.

5. Indemnification Agreement contained in Affidavit of Corporate Ownership by Old National Station, LLC, dated October 4, 2006, filed December 5, 2006, recorded in Deed Book 44002, Page 235, aforesaid records.

6. Right of Way Deed from Old National Station, LLC to Department of Transportation, dated April 19, 2007, filed April 20, 2007, recorded in Deed Book 44860, Page 1, aforesaid records; Corrective Right of Way Deed, dated June 29, 2007, filed July 3, 2007, recorded in Deed Book 45297, Page 561, aforesaid records.

7. Sanitary Sewer Easement from Old National Station, LLC to Catholic Education of North Georgia, Inc. f/k/a Catholic School Properties, Inc., dated June 7, 2007, filed July 3, 2007, recorded in Deed Book 45297, Page 565, aforesaid records.

8. Easement Agreement from Odyssey (VI) Commercial DP III, LLC to Atlanta Gas Light Company, dated March 28, 2008, filed April 24, 2008, recorded in Deed Book 46648, Page 626, aforesaid records.

9. Declaration of Easements, Covenants and Restrictions by Odyssey (VI) Commercial DP III, LLC as Declarant, dated and filed October 10, 2008, recorded in Deed Book 47259, Page 280, aforesaid records; as affected by Consent and Joinder between Branch Banking and Trust Company and Odyssey (VI) Commercial DP III, LLC, dated as of October 10, 2008, filed October 10, 2008,

Deed Book 59215 Pg 434
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, Georgia

recorded in Deed Book 47259, Page 299, aforesaid records; as further affected by Quitclaim Deed Transfer of Declarant Rights from Atlas GA II SPE, LLC to Old National, LP, dated as of March 13 2012, filed March 21, 2012, recorded in Deed Book 51013, Page 578, aforesaid records.

10. All matters shown and recited on the following Surveys:

A. Initial Design for Premise Equity Partners, LLC by Jeffrey D. Geurian, Georgia Registered Land Surveyor (CEI Engineering Associates, Inc.), dated February 23, 2007. (Exception is made for any line variances shown on this Survey.)

B. Final Plat for Odyssey (VI) Commercial DP III, LLC, dated May 22, 2008, filed July 7, 2008, recorded in Plat Book 339, Page 122, aforesaid records.

C. Plat for Old National, LP by Charles W. Loveless, Georgia Registered Land Surveyor (Survey Systems & Assoc., Inc.), dated February 27, 2012, last revised April 28, 2016, filed July 26, 2016, recorded in Plat Book 391, Page 147, aforesaid records.

D. ALTA/NSPS Land Title Survey Prepared For M4 Capital Investments, LLC, Old Republic National Title Insurance Company, & Branch Banking and Trust Company By Survey Systems & Assoc., Inc., dated February 27, 2012, last updated July 12, 2018.

Deed Book 59215 Pg 435
Filed and Recorded Sep-10-2018 02:16pm
2018-0246720
Real Estate Transfer Tax $0.00
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, Georgia

After recording, return to:

HIPES & BELLE ISLE
178 S Main St Suite 250
Alpharetta, GA 30009

QUITCLAIM DEED

THIS INDENTURE, made effective this 22nd day of August, 2018, between **OLD NATIONAL, LP**, a Texas limited partnership (hereinafter referred to as "Grantor"), and **OLD NATIONAL RETAIL CENTER LLC**, a Georgia limited liability company (hereinafter referred to as "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 ONE AND NO/100 DOLLAR ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantee all the right, title interest, claim or demand which the Grantor has or may have had in and to the following described real property, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 197 OF THE 13TH DISTRICT, FULTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE THERETO.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

Deed Book 59215 Pg 436

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed the day and year above written.

Signed, sealed and delivered
in the presence of:

Old National, LP, a Texas limited partnership

By: GEM Operating Partners, LLC, a Texas limited liability company
Its: General Partner

Unofficial Witness

By: _____ (Seal)
George Murchison
Managing Member

Notary Public
My Commission Expires: 1/19/19

CAROLINE HAWLEY
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 01-19-2019
NOTARY ID 1160560-3

Deed Book 59215 Pg 437
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT A

(NEW SURVEY LEGAL DESCRIPTION)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 197 OF THE 13TH DISTRICT, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR IN CAP LOCATED AT THE NORTHEASTERLY MITERED CORNER OF THE EASTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY 279 A/K/A OLD NATIONAL HIGHWAY (HAVING A VARIABLE RIGHT-OF-WAY) AND THE SOUTHERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY 138 A/K/A JONESBORO ROAD (HAVING A VARIABLE RIGHT- OF-WAY), THENCE LEAVING SAID POINT AND RUNNING WITH THE SAID RIGHT-OF-WAY OF GEORGIA HIGHWAY 138, SOUTH 89 DEGREES 01 MINUTES 25 SECONDS EAST 277.74 FEET TO A REBAR SET; THENCE NORTH 82 DEGREES 55 MINUTES 33 SECONDS EAST, 33.87 FEET TO A REBAR SET; THENCE SOUTH 88 DEGREES 30 MINUTES 17 SECONDS EAST, 665.10 FEET TO A 1/2" REBAR; THENCE LEAVING THE AFORESAID RIGHT-OF-WAY OF GEORGIA HIGHWAY 138 AND RUNNING SOUTH 01 DEGREES 29 MINUTES 43 SECONDS WEST, 155.00 FEET TO A 1/2" REBAR ON THE APPARENT COUNTY LINE BETWEEN FULTON COUNTY, GEORGIA AND FAYETTE COUNTY, GEORGIA; THENCE WITH THE SAID APPARENT COUNTY LINE SOUTH 76 DEGREES 37 MINUTES 43 SECONDS WEST, 767.74 FEET TO A REBAR SET; THENCE LEAVING APPARENT COUNTY LINE AND RUNNING NORTH 01 DEGREES 29 MINUTES 43 SECONDS EAST, 91.22 FEET TO A REBAR SET; THENCE NORTH 88 DEGREES 30 MINUTES 17 SECONDS WEST, 55.91 FEET TO A REBAR SET; THENCE SOUTH 76 DEGREES 37 FEET 43 SECONDS WEST, 138.84 FEET TO A REBAR SET ON THE AFORESAID RIGHT-OF-WAY GEORGIA HIGHWAY 279; THENCE RUNNING WITH THE AFORESAID RIGHT-OF-WAY OF GEORGIA HIGHWAY 279, ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 1956.62 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 16 MINUTES 37 SECONDS WEST, 278.59 FEET TO A REBAR IN CAP LOCATED AT AFORESAID MITERED CORNER; THENCE ACROSS THE SAID MITER, NORTH 36 DEGREES 57 MINUTES 09 SECONDS EAST, 59.62 FEET TO A REBAR IN CAP AND THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 250,316 SQUARE FEET OR 5.746 ACRES, BEING KNOWN AS 2220 JONESBORO ROAD, ATLANTA, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AND SHOWN ON ALTA/NSPS LAND TITLE SURVEY PREPARED FOR M4 CAPITAL INVESTMENTS, LLC, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, & BRANCH BANKING AND TRUST COMPANY BY SURVEY SYSTEMS & ASSOC., INC., DATED FEBRUARY 27, 2012, LAST UPDATED JULY 12, 2018.

IMPACT ANALYSIS
FORM B

Applicant: Bonds Salon Suites

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? Bonds Salon Suites believes that our business Model is Compatible with the existing businesses in the Area.
2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property? We believe Bonds Salon Suites will add great value in the area and drive business to existing businesses.
3. Does the property to be rezoned have a reasonable economic use as currently zoned? Our business Model will increase foot traffic by 800-1000 customer per week
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? We do not anticipate any disruptions with offering our business model, as our salon proffessionals operate by appointments only.
5. Is the zoning proposal in conformity with the policies and intent of the land use plan? Yes. We are compatible because the space is designed for commercial use already
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? We do not forecast any negative impact as a result of our business model. We are working diligently with the property owners to ensure the same.
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. Our business model operate using the most modern features and building materials to secure a safe environment.

Attach additional sheets as needed.

BUSINESS OWNERS

Fwd: Shoppes At Old National Plaza

1 message

James Carver <jc180inv@gmail.com> Thu, Apr 15, 2021 at 11:30 AM
To: Darryl <darryl.beautybybonds@gmail.com>

--------- Forwarded message ---------
From: **Steve Maxey** < >
Date: Thu, Apr 15, 2021 at 11:30 AM
Subject: Fwd: Shoppes At Old National Plaza
To: James Carver < >

Sent from my iPhone

Begin forwarded message:

From: Sugah Plum < >
Date: April 15, 2021 at 11:22:35 AM EDT
To: Steve Maxey < >
Subject: Shoppes At Old National Plaza

Hi Steve
This note is to provide some feedback in regards to the new tenant BOND. As a business owner in the plaza for over 8 yrs I welcome BOND to the plaza as they will bring additional "traffic " and awareness to the other businesses. Having a salon suite with multiple stylists focusing on different skills in the beauty industry will definitely draw an more upscale audience in which is welcomed. I'm excited to have them as my "neighbor ".
--
Thanks,
Khaleema Julian
Certified Wedding/Event Planner
Professional Bridal Consultant
Member of the Association of Bridal Consultants

SugahPlum Events & Designs
Shoppes At Old National

&107
Fairburn,GA 30213
Office: 678.856.6852
website:
Facebook: SugahPlum Events Inc.
Instagram: sugahplumevents

BUSINESS OWNER

Fwd: FW: Bonds Salon Suites

James Carver <jc180inv@gmail.com> Thu, Apr 15, 2021 at 10:01 AM
To: Darryl <darryl.beautybybonds@gmail.com>

--------- Forwarded message --------
From: **Steve Maxey** < >
Date: Thu, Apr 15, 2021 at 9:47 AM
Subject: FW: Bonds Salon Suites
To: James Carver < >

----Original Message-----
From: alicia batten < >
Sent: Thursday, April 15, 2021 9:46 AM
To: Steve Maxey < >
Subject: Bonds Salon Suites

To whom this may concern;

As a business owner at Old National Shopping Plaza, I believe Bonds Salon Suites would bring value to our shopping plaza and the community.

Thank you,

Alicia Batten

Sent from my iPhone

Business Owner

Fwd: FW: Letter of reference

James Carver <jc180inv@gmail.com> Thu, Apr 15, 2021 at 2:33 PM
To: Darryl <darryl.beautybybonds@gmail.com>

--------- Forwarded message --------
From: **Steve Maxey** < >
Date: Thu, Apr 15, 2021 at 2:32 PM
Subject: FW: Letter of reference
To: James Carver < >

From: Djana Bell < >
Sent: Thursday, April 15, 2021 2:31 PM
To: Steve Maxey < >
Subject: Letter of reference

To Whom It May Concern,

I am the owner of Norma's Academy of Dance and have been a tenant at the Shoppes on Old National for more than 7 years. NAOD is an established Atlanta business of 49 years, we relocated to the center because of the opportunity for growth. There have been many businesses that have come and gone from the center but we have remained along with Mr. Everything's restaurant.

At the present time during Covid-19, Rick's barber shop was forced to close for obvious reasons. Since that time Mr. Steve Maxey has worked diligently to procure another business that would continue to benefit the steady growth and exposure of the center . I am very familiar with Bonds Salon Suites because I am a Native Atlantan that grew up in the Cascade area, where their present suites are located. I feel that if they are able to join our community it would be beneficial to all of the businesses involved. I am excited to know that when

leasing the spaces at the center, management considers present tenants as well as the type of businesses added to our community. It is very important for all of us to compliment each other allowing all of our businesses to thrive.

Sincerely,

Djana Bell

Norma's Academy of Dance

Artistic Director

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:

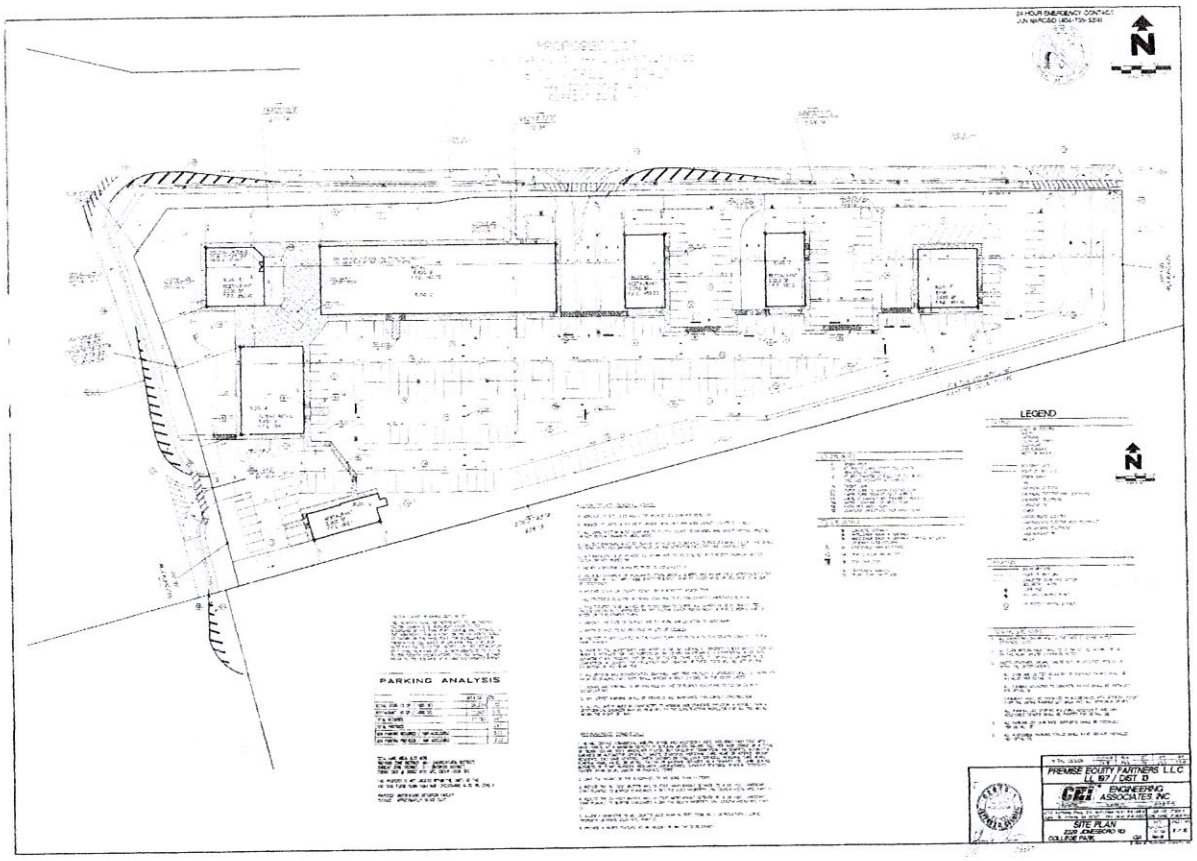
Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at $250.00 or more

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) Darryl Milam

Signature: _____ Date: April 15th 2021

SURVEY


N
LEGEND
PARKING ANALYSIS
PREMISE EQUITY PARTNERS L.L.C.
LL 97 / DIST. 13
CEI ENGINEERING ASSOCIATES INC.
SITE PLAN

PUBLIC PARTICIPATION PLAN
FORM D

Applicant: L+L PCI Holding Inc. DBA Bonds Salon Suites

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: Bonds Salon Suite will notify Any And everyone who has A vested interest with the Special use permit For Bonds Salon Suites. Bonds intends to send mail Notices via United State Postal Service inviting everyone to A Zoom Meeting & the scheduled time

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.) Bonds Salon Suite intend to mail Rezoning & or Special Use Permit to All individuals Regarding this matter.

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.)

Bonds Salon Suites will set up a Zoom call meeting At a time that is convient to All parties who will participate in this matter.

Attach additional sheets as needed.

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: Marissa Jackson Date: April 16, 2021

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: April 15, 2021

Applicant printed name: Donnell Mixon

EXHIBIT A
LEGAL DESCRIPTION OF THE SHOPPING CENTER

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 197, 13th District, Fulton County, Georgia and being more particularly described as follows:
BEGINNING at a point located at the northeasterly mitered corner of the easterly right-of-way of Georgia Highway 279 a/k/a Old National Highway (having a variable right-of-way) and the southerly right-of-way of Georgia Highway 138 a/k/a Jonesboro Road (having a variable right- of-way), thence leaving said point and running with the said right-of-way of Georgia Highway 138 south 89 degrees 01 minutes 25 seconds east 277.74 feet to a point; thence north 82 degrees 55 minutes 33 seconds east, 33.87 feet to a point; thence south 88 degrees 30 minutes 17 seconds east, 665.10 feet to a point; thence leaving the aforesaid right-of-way of Georgia Highway 138 south 01 degrees 29 minutes 43 seconds west, 155.00 feet to a point on the apparent County Line between Fulton County, Georgia and Fayette County, Georgia; thence with the said apparent County Line south 76 degrees 37 minutes 43 seconds west, 938.19 feet to a broken concrete monument found on the aforesaid rightof-way Georgia Highway 279; thence leaving the aforesaid apparent County Line and running with the aforesaid right-of-way of Georgia Highway 279 north 12 degrees 54 minutes 43 seconds west, 76.70 feet to a ½ inch rebar found; thence 278.83 feet along the arc of a curve deflecting to the left, having a radius of 1,956.62 feet and a chord bearing and distance of north 16 degrees 16 minutes 37 seconds west, 278.59 feet to a point located at aforesaid mitered corner; thence across the said miter, north 36 degrees 57 minutes 09 seconds east, 59.62 feet to a point and the POINT OF BEGINNING, containing 268,724 square feet or 6.1691 acres of land, more or less.
Said property containing 6.1691 acres as shown on ALTA/ASCM Survey for Ticor Title Insurance Company, et al, by Terra Mark Professional Land Surveying, certified by Paul B. Cannon, GRLSN 2928, dated May 31, 2007, last revised March 11, 2008.
LESS AND EXCEPT property described in that certain Limited Warranty Deed from Odyssey (VI) Commercial DP III, LLC to WH Capital, LL.C., dated and filed October 10, 2008 in Deed Book 47259, Page 303, Fulton County, Georgia Records.

Bonds Salon Suites Letter Of Intent

To whom it may concern

Bonds Salon Suites is desirous to apply for a "special use permit". Our intent for this application is to signify our plan to open a modern multi-service cosmetology salon concept in the city of South Fulton. We intend to open this modern concept using our current salon suites business model. Our floor plans are comprised of two different salon model sizes, "Model A and Model B". The model "A" plan is sized between 4,000sq. ft.- 5,000sq. ft. and the model "B" plans are sized between 2,500sq. ft.-3,000sq ft. The A model is comprised of 20-22 private suites and the "B" plan offers 14-16 private suites.

Our modern business model also addresses the social distancing mandates of 2020 and beyond to reduce close contact interaction. We have also taken the initiative to be "Covid-19 Compliant" by contracting Covid-19 cleaning professionals to service the new cleaning protocols. Due to the nature of the client traffic count the salon professionals are required to schedule their clients accordingly.

Our modern salon models are designed to facilitate single size and double size private salon suites. This model allows the salon professional a chance to operate their own licensed business entity at a fraction of the cost of owing a full salon. On average each salon professional will service between 35 to 50 clients weekly, with a calculated traffic count of approximately 700-1000 visitors per week. It is our belief that we add great value to the clients visiting Bonds Salon Suites as well as servicing the neighboring businesses in the plaza and beyond.

We currently operate a Bonds Salon Suites located at 3425 Cascade Rd 30311 in the Kroger's shopping plaza, which was established in 2017. Our current business rating is 4.7 out of 5 stars via online search engines with no reported incidents. The Cascade Rd. location is currently 100% tenant occupied with seasoned salon professionals. Thank you for your consideration of this application.

Respectfully,

Darryl Milam
James Carver
Business Owners
Bonds Salon Suites

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:	July 27, 2021
SUBJECT:	Mayor/Council Proclamations for Spreading on the Minutes
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
PROCLAMATION - Gary Brown_Willis	Cover Memo	7/21/2021
PROCLAMATION -Erica Carson Willis 6.8.21	Cover Memo	7/21/2021
Proclamation _ Xernona Clayton _ Baker 7.21.2021_	Cover Memo	7/21/2021
Proclamation _ Chris Cole _ Baker 6.17.2021_	Cover Memo	7/21/2021
Proclamtion_Gardner _khalid 7.16.2021	Cover Memo	7/21/2021
Nancy Mae Green Edwards 6.23.21	Cover Memo	7/21/2021
Proclamtion_ NAKIA HORTON DAY _khalid 6.24.2021	Cover Memo	7/21/2021
RIZZA ISLAM APPRECIATION DAY	Cover Memo	7/21/2021
JUNETEETH-Edwards	Cover Memo	7/21/2021
PROCLAMATION - Lashandra Little _Willis	Cover Memo	7/21/2021

City of South Fulton

WHEREAS, Gary D. L. Brown was born April 7, 1960, to the late Juanita C. Brown Triola in Barnwell, South Carolina;

WHEREAS, while living in New York, Mr. Brown met the love of his life Aldrina. They were married in 1984, and to this union, their daughter, April, was born. Years afterward, Chane'l came into their life, and the family unit of the Browns was complete;

WHEREAS, In 1995, Mr. Brown and his family relocated to Georgia, where they transferred their church membership from Shaw AME Church of Corona, New York to New Life AME Zion Church under the pastorship of the late Dr. Charles H. Jackson, Sr. where they served faithfully for over 25 years. Mr. Brown was a God-fearing man who accepted Christ at an early age and loved being a servant.

WHEREAS, in 1999, New Life AME Zion Church became Spread the Word Church Ministries located in the City of South Fulton, GA. After the death of Dr. Charles Jackson, Sr. Bishop John S. Battle, III, and Rev. Regina Belle-Battle, took over the ministerial duties of Spread the Word Church Ministries. It was under the shepherding of the Battles that Mr. and Mrs. Brown took on leadership roles at the church;

WHEREAS, Mr. Brown was actively involved in various ministries such as the Men's Fellowship Choir, The Praise Choir, the Street (Outreach) Ministry, and numerous other church events and activities, his capstone achievement was his ordination to the position of Deacon January 16, 2016, under Bishop Battle. He took this role quite seriously, and his engagements with the church and the community were evident. Deacon Gary enjoyed being around people. He loved helping others, BBQing, and frying fish for his church family and community members.

WHEREAS, the City of South Fulton is honored to commemorate the life and legacy of Deacon Gary Brown. He will always be remembered as one who made substantial contributions to his community;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council acknowledge Deacon Brown for his Christian example, appreciates the impact he has made in the lives of so many, extends condolences to family and friends in celebration of a life well-lived, and do hereby proclaim, Saturday, May 22, 2021, as *DEACON GARY BROWN DAY* in the City of South Fulton, Georgia.

Mayor Pro Tem and Councilwoman Helen Z. Willis

City of South Fulton

WHEREAS, *Erica Carson grew up in Atlanta, Georgia, in the Vine City Community. After losing her mother to cancer, her sister to domestic violence, and her grandmothers, she decided to use her pain and grief to help inspire her community.*

WHEREAS, *In 2011, Erica began celebrating her birthday by coordinating a day of service for a local homeless shelter. Her annual day of service has now grown into an annual community outreach event serving various agencies across Metro Atlanta;*

WHEREAS, *Erica Carson started Misty Rose Daughter, a nonprofit, honoring her late mother, encouraging, inspiring, and reminding others they can be resilient and overcome adversities.*

NOW THEREFORE BE IT RESOLVED *that the Mayor and the City Council of the City of South Fulton congratulate Erica Carson on her service and contributions to the City of South Fulton and Metro Atlanta and does hereby proclaim Sunday, June 13, 2021, as* **"ERICA CARSON DAY"** *in the City of South Fulton, Georgia.*

Mayor Pro Tem Helen Z. Willis

City of South Fulton

WHEREAS, Our sister Xernona Clayton is the exemplification of the archetypical Civil Rights Icon, and through her legendary efforts will forever be a star and a fixture not only within our South Fulton Community, but within the broader collective; and

WHEREAS, Xernona Clayton, began her career of service with the National Urban League in Chicago, continued onto Atlanta where under the direction of Dr. Martin Luther King, Jr., organized events for the Southern Christian Leadership Conference, including Dr. King's marches, and developed a close friendship with Coretta Scott King; and

WHEREAS, Xernona Clayton, under the direction of President Lyndon B. Johnson and his "Great Society and War on Poverty," headed the Atlanta Model Cities Program, a federally funded group created to improve the quality of desegregated neighborhoods. It was under this organization that Ms. Clayton met Calvin Craig, Grand Dragon of the Georgia Ku Klux Klan, where, under Clayton's influence, Mr. Craig denounced the Klan; and

WHEREAS, in 1967 Xernona Clayton became the first African American to host a prime-time show, called "The Xernona Clayton Show," where she went on to become the director of public relations for Turner Broadcasting. In 1993, Xernona Clayton, along with Turner Broadcasting, created the Trumpet Awards to honor the achievements of African Americans.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim Thursday, July 22nd, 2021 as **"XERNONA CLAYTON APPRECIATION DAY"** in the City of South Fulton, Georgia.

Dr. Mark Baker, District 7 Councilman

City of South Fulton

WHEREAS, Our brother Chris Cole, native Augustan and global entrepreneur, is not only president and co – founder of BWO (Bridging Wealth Opportunities), and one of the top retail traders in the world, but he is also a Star in both our local South Fulton Community, as well as the broader collective; and

WHEREAS, Chris Cole who was the first African-American listing director of a publicly traded company, is a seven figure trader and cryptocurrency millionaire who uses his extensive financial and trading expertise to edify the minds, and empower the voices of the dispossessed and disenfranchised, that they could utilize the necessary tools and resources to bolster family legacy through generational wealth; and

WHEREAS, Chris Cole, founder and lead trader of the profitable club "Market Keys", featured on CBS, FOX, Dash Radio, iHeart Radio, NBC, and ABC, imparts his knowledge on his students of The Wealth Standard and the Junior Wealth Academy; and

WHEREAS, Chris Cole, who typifies altruism, is a generous advocate who holds as one of his pillars, giving back and pouring into the youth, who are our future. Thusly Chris Cole has partnered with the City of South Fulton's District 7 Councilman Dr. Mark Baker for his Health is Wealth Thanksgiving drive as well as his Common Unity Series, edifying the South Fulton Community in mind, body, and soul.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim Friday, June 18th, 2021 as **"CHRIS COLE APPRECIATION DAY"** in the City of South Fulton, Georgia.

Councilman Dr. Mark Baker

City of South Fulton

PROCLAMATION OF THE CITY OF SOUTH FULTON RECOGNIZING KAIDAN BARLOW GARDENER DAY

WHEREAS, Kaidan Justin Barlow-Gardener was a son of Old National, born May 2, 2007; and under the tutelage of his parents William "Pete" Gardner IV, Shayla Barlow-Jones & Frank Jones III made "indelible impressions" on young people around the world from the Sunshine School in Abu Dhabi to Renaissance Middle in the City of South Fulton to the KIPP Strive Academy in Atlanta; and

WHEREAS, Kaidan was a fun, young man, with an interest in music, technology, traveling and entrepreneurship, who won hearts and motivated his peers — including over 10,000 Instagram followers; and

WHEREAS, Kaidan is survived by his sibling Jamari Barlow-Conner, Kayla Gardener, Oaklynn Gardener, Shai Love Jones, Tiesheairra Simmons, Chavis Jones and countless cousins, friends and citizens of South Fulton and Atlanta charged with living out his motto: "Get them racks, stay humble, stay positive, and stop all that arguing,"

NOW, THEREFORE BE IT RESOLVED, that the Councilman of Old National and City Council of South Fulton hereby declare **Monday, May 2, 2022** as **KAIDAN BARLOW GARDENER DAY** in the City of South Fulton.

_____

The Hon. Corey A. Reeves, District 5

_____

The Hon. Councilman khalid, District 6

_____

The Hon. Mark Baker, District 7

City of South Fulton

WHEREAS, birthdays are a gift from God. They are the stepping-stone to endless joys yet unknown. They are the gateway to an endless life of joy;

WHEREAS, it has been said that "we delight in the beauty of the butterfly, but rarely admit the changes it has gone through to achieve that beauty;

WHEREAS, born into a loving family in Malvern, Arkansas on June 23, 1921, this beginning was marked with many highlights of the remarkable life of this Virtuous Woman of God, widow, mother, grandmother, great-great-grandmother, sister, aunt, and friend;

WHEREAS, on August 11, 1942, Nancy Mae Green entered holy matrimony with the love of her life and hometown sweetheart, the late Rev. James L. Green. Early on this budding couple realized they shared some of the same values, beliefs, and heart of a servant. For sixty long years, they were loyal and dedicated to each other, their family, friends, church, and community. They learned early on that a happy marriage is the union of two good forgivers;

WHEREAS, this enchanting union was blessed with one son, four grandchildren, a beautiful daughter-in-law, seven great-grandchildren and three great-great-granddaughters;

WHEREAS, "Fancy Nancy", as she is affectionately called, believed early on that, "to whom much is given, much is required", and she followed this passion to nurture the minds of young people and thus began her career as an elementary school teacher;

WHEREAS, she will tell you that her life's most interesting highlights were the years spent with her husband in ministry. After a few earlier appointments, in 1970 Rev. and Mrs. Green and a small group of faithful servants organized and founded the Greater New Light Missionary Baptist Church in their basement and later moved to its current location on Campbellton Road;

WHEREAS, never one to rest on her laurels, Soror Nan, as she is known in the world of Alpha Kappa Alpha Sorority, Incorporated will celebrate seventy-five years of service and sisterhood in December when she is honored as a Diamond Soror;

WHEREAS, like the Energizer Bunny, she has kept going and going and going. Before COVID-19 you could find her at the H. J. C. Bowden Senior Center in East Point where she is the oldest participant, known for her feisty no-nonsense attitude;

NOW, THEREFORE, BE IT RESOLVED, That Mayor and Council is honored to acknowledge the many accomplishments of Former First Lady Nancy Mae Green, appreciates her many accomplishments in making the world a better place for generations to come, shares with family and friends in celebration of her ***100th Birthday*** and do hereby proclaim Sunday, June 27th, 2021 as ***NANCY MAE GREEN DAY*** in the City of South Fulton.

Mayor William "Bill" Edwards

City of South Fulton

PROCLAMATION OF THE CITY OF SOUTH FULTON RECOGNIZING NAKIA HORTON DAY

WHEREAS, Nakia LaDawn Horton was a graduate of Fulton County schools with creativity and hustle that lead her to become a top-selling sales agent and finance manager in the automotive industry; and

WHEREAS, Ms. Horton was an event planner known to elevate customer experiences with fantastic floral arrangements, innovative interior designs, signature grand entrances and more; and

WHEREAS, Ms. Horton was a multi-talented entrepreneur who launched multiple Southside businesses, including Tripstar Travel Group, LLC and a tax preparation business; and

WHEREAS, Ms. Horton served her church — Victory Tabernacle United Holy Church — as an office administrator, praise dance coach, Southeast District Logistics Coordinator and Assistant to Bishop Carolyn Horton; and her community as a member of the Order of Eastern Stars Ladies of Light; and

WHEREAS, Ms. Horton always represented the Old National community with pride and fought to ensure the continuation of an annual Old National Day,

NOW, THEREFORE BE IT RESOLVED, I, Old National Councilman khalid, Mayor William "Bill" Edwards & City Council of South Fulton hereby declare **Sunday, September 5, 2021** as **NAKIA HORTON DAY** in the City of South Fulton.

Councilman khalid, District 6

City of South Fulton

WHEREAS, Brother Rizza Islam, a prolific social justice activist who has dedicated his life to the proper edification of the dispossessed, is a Star in both our local South Fulton community, as well as the broader collective; and

WHEREAS, Rizza Islam at the age of 13, gave his first professional speech in front of more than 3000 churchgoers, and by 19 implemented life-giving educational programs in both youth and adults designed to raise their levels of moral, ethical, and communicative efficacies, as he furthered his mission in delivering substance abuse services in the drug affected populations of Compton, Watts, and surrounding cities; and

WHEREAS, in 2015 Brother Rizza coordinated a meeting involving Robert Kennedy, Jr., Min. Tony Muhammad, the CDC whistleblower Dr. Brian Hooker to foster community edification on the issue of vaccinations within the black community. This action led the Honorable Minister Louis Farrakhan bringing this information to light at the 2015 Million Man March; and

WHEREAS, Rizza Islam has worked with the City of South Fulton's District 7 Councilman Dr. Mark Baker, to shine a light on the polarizing issue of COVID19, the pandemic and its effects on the black community.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim, May 17th, 2021 as **"BROTHER RIZZA ISLAM APPRECIATION DAY"** in the City of South Fulton, Georgia.

Councilman Mark Baker

City of South Fulton

WHEREAS, On January 1, 1865, the Emancipation Proclamation issued by President Abraham Lincoln, confirmed the injustice of slavery granting freedom to the enslaved to freely choose allies and to fight for themselves unencumbered;

WHEREAS, When the Civil War ended in April 1965, over 250,000 slaves in the city of Galveston, Texas, remained unaware of their freedom, hindered by those states under the enduring influence of Confederate control who rejected the Proclamation;

WHEREAS, On June 19, 1865 in Galveston Texas, an announcement, "General Order No. 3", was read informing the people that all slaves were free;

WHEREAS, This announcement was a great hope that became a reality for those enslaved and expanded into a movement that immediately reunified families;

WHEREAS, This freedom inspired and ignited empowerment that transformed both lives and country, establishing schools, aspiration for political office, creating legislation, and initiating inventions, innovations and techniques in medicine, science, and engineering which are still utilized today;

WHEREAS, Juneteenth commemorates African American freedom from slavery, celebrates successes expanded through education and opportunity, and is our legacy that demonstrates the invaluable stake when people refuse to give up hope in the face of adversity;

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council, celebrates with the community of the Wilkerson Mill Park Subdivision and urges all citizens to become aware of the significance of this celebration in American History, and do hereby proclaim Saturday, June 19, 2021 as ***JUNETEENTH DAY*** in the City of South Fulton.

Mayor William "Bill" Edwards

City of South Fulton

WHEREAS, LaShandra Little, a native of Atlanta, Georgia, has demonstrated a commitment and heart for service to her community for her entire life; and

WHEREAS, LaShandra's commitment to service has been highlighted through her work with Delta Sigma Theta, Sorority, Inc., an international service, and social sorority founded on January 13, 1913 on the campus of Howard University in Washington D.C.; and

WHEREAS, in 2000, LaShandra joined Delta Sigma Theta, Sorority, Inc. through the Delta Rho chapter seated at Albany State University in Albany, Georgia; and

WHEREAS, upon graduation, LaShandra has continued to serve her community by affiliating with the Atlanta Suburban Alumnae Chapter which serves the Cities of South Fulton and Atlanta, in addition to the Counties of Clayton, Fayette and Fulton; and

WHEREAS, LaShandra has held numerous leadership positions within her chapter including Social Action Chair, 2nd Vice President, 1st Vice President and President; and

WHEREAS, in April 2017, LaShandra was elected the youngest President of the illustrious Atlanta Suburban Alumnae Chapter of Delta Sigma Theta Sorority, Inc. and began a period of growth and impact to the communities which the chapter serves; and

WHEREAS, LaShandra continued to lead by example by living her personal theme and challenge to her chapter, "Inspire, Invest and Impact the Community We Serve". Lashandra's service and leadership led to her selection as a participant in the PEARL Program for emerging leaders within the Sorority and her selection as the recipient of the Sorority's prestigious Yvonne Kennedy Award for the Southern Region; and

WHEREAS, under LaShandra's guidance and leadership, the chapter tripled its membership size, raised over $100,000 for scholarships for youth and cemented the name of the Atlanta Suburban Alumnae Chapter of Delta Sigma Theta Sorority, Inc. as a vital stakeholder and prominent organization in the communities the chapter serves; and

WHEREAS, the leaders and citizens of the City of South Fulton extend congratulations to LaShandra as she concludes her term as President of the Atlanta Suburban Alumnae Chapter and thank her and the members for their tireless work and dedication to the City of South Fulton.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council appreciates the unwavering commitment and continued sacrifice of LaShandra Little, thanks her for the partnership with the Atlanta Suburban Alumnae Chapter of Delta Sigma Theta Sorority, Inc. and do hereby proclaim Sunday, May 23, 2021 as ***LASHANDRA LITTLE APPRECIATION DAY*** in the City of South Fulton.

Mayor Pro Tem and Councilwoman Helen Z. Willis

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council Approval of Board Appointment: Mayor Edwards appoints Cedric Ward to the South Fulton Public Arts Commission
DATE:	July 27, 2021
SUBJECT:	Request Council Approval of Board Appointment: Mayor Edwards appoints Cedric Ward to the South Fulton Public Arts Commission
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council confirmation of the following recorded development plats
DATE:	July 27, 2021
SUBJECT:	Request Council confirmation of the following recorded development plats
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Plat for Cascade Forest -4101 Danforth Road	Cover Memo	7/21/2021
Plat for Cascade Prose	Cover Memo	7/21/2021
Plat for Westlake 6000	Cover Memo	7/21/2021
Plat for Woodbury Park	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
CDRA - Engineering and Land Development	Council District 1

Requested Action

Council to confirm the recorded plat for Cascade Forest - 4101 Danforth Road

Requirements for Council Action (City specific Council policy, statute or code requirement)

Section 4.2.2.E of the City's Municipal Codes calls for the City Council to confirm receipt of all recorded plats. All recorded plats have been received and logged by Fulton County Superior Court, at this time.

Located in Council District #1, this 7.5-acre property is being subdivided into two 3.5-acre lots. The lots are intended for residential home development.

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**

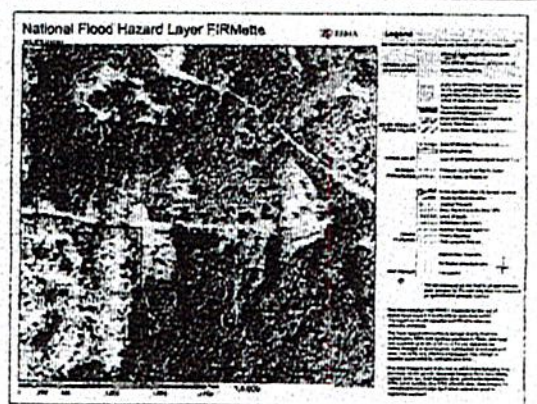
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
7-16-21		Tanni Jadlee Jones

Plat Book 441 Page 75
Filed and Recorded 06/29/2021 02:58:00 PM
2021-0231660
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 0300464253
THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

Vicinity Map (NTS)



FEMA Notes and Map (NTS)



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 13121C0332F, CONTAINING A LATEST DATE OF 09/18/2013. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THE SITE ON SAID FIRM (FEDERAL INSURANCE RATE MAP) MAP UNLESS OTHERWISE NOTED.

Field Observation Notes

1. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED IS CLASSIFIED AS A "SUBDIVISION PLAT". AND COMPLETED ON "8/21/2020" UTILIZING A TOPCON GT-503 ROBOTIC TOTAL STATION AND/OR A TOPCON HIPER V GPS NETWORK RTK (REAL TIME KINEMETIC) ROVER, CORRECTED IN REAL-TIME VIA THE eGPS GPS NETWORK.
2. THE FIELD DATA UPON WHICH THIS SURVEY, MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED EXCEEDS THE 95% CONFIDENCE LEVEL AND EXCEEDS THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL ACCURACY, AS SET FORTH BY THE ALTA/NSPS STANDARDS, SPECIFICATION AND REQUIREMENTS OF 0.07+50 PPM.

Map or Plat Certification

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in Section 15-6-67

PRESENTED BEFORE ME THIS 21 DAY OF AUGUST IN THE YEAR OF 2020.

SEATON G. SHEPHERD, JR., GA RLS No. 2136

Utility Notes

1. THE UTILITIES SHOWN HEREIN ARE BASED ON (VISIBLE OBSERVATIONS) / (LOCATION OF MARKINGS PROVIDED BY:)
2. THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND OR ABOVE GROUND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. UNDERGROUND UTILITIES OBSERVED OR LOCATED MAY EXIST ON THIS SITE THAT ARE NOT SHOWN OR DEPICTED, AND MAY BE FOUND UPON FURTHER EXAMINATION OR EXCAVATION. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND UTILITIES SHOWN OR DEPICTED ARE IN THE EXACT LOCATION AS INDICATED HOWEVER THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE AND TO THE BEST OF THE SURVEYORS ABILITY.
3. AT VARIOUS SANITARY OR STORM SEWER STRUCTURES SHOWN HEREIN, THERE MAY BE ADDITIONAL LINES (PUBLIC OR PRIVATE) ENTERING OR EXISTING THE STRUCTURE THAT MAY NOT BE IDENTIFIED.

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:

1. A FIRE HYDRANT OR WATER SOURCE APPROVED BY THE FIRE DEPARTMENT MUST BE AVAILABLE WITHIN 500 FEET OF THE DWELLING'S MOST REMOTE POINT
2. AN ALL-WEATHER DRIVEWAY OF AT LEAST 14 FEET WIDTH AND HAVING A VERTICAL CLEARANCE OF 13 FEET 6 INCHES MUST BE PROVIDED
3. AN APPROVED TURNAROUND AT THE DEAD END OF ANY ROAD OR DRIVE OVER FEET LONG MUST BE PROVIDED
4. FIRE DEPARTMENT APPROVAL IS REQUIRED FOR ANY ACCESS SO CONSTRUCTED

Public Drainage Statement

"The owner of record, on behalf of himself (itself) and all successors in interest, specifically releases Fulton County 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. The Director of the Department of Public Works 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 the Director of Public Works, 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 constituting a continuing maintenance obligation on the part of Fulton County, nor an abrogation of Fulton County's right to seek reimbursement for expenses from the owner of the properties of the lands that generated the conditions."

Owner's Acknowledgement

(STATE OF GEORGIA)
(COUNTY OF FULTON)

The owner of record of the land shown on this plat and whose name is subscribed thereto, in person or through a duly authorized agent, hereby acknowledges that this plat was made from an actual survey, dedicates to Fulton County, the complete ownership and use of all water and sewer improvements constructed or to be constructed in accordance with this plat. and dedicates to the use of the public forever the following:

Public Public Streets ________ acres
Public Sewer Easements ________ acres
Public Drainage Easements ________ acres
Public Parks/Open Space ________ acres

CASCADE FOREST DEVELOPMENT
Typed Name of Subdivider — Typed Name of Owner of Record
Signature of Subdivider — Signature of Owner of Record
3.29.2021
Date — Date
4-691-5639 Barton

FULTON COUNTY HEALTH DEPARTMENT

This development is approved provided the following required improvements 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 Master Meter	[X] Individual Onsite Sewage Management Systems
[ ] Individual On-site Well Water Supply	

4/2/2021
Date — Fulton County Health Department

Map or Plat and Survey References

1. DEED BOOK 44069, PAGE 107

Statement of Slope Easement

This plat is approved with the understanding that easement is granted Fulton County 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

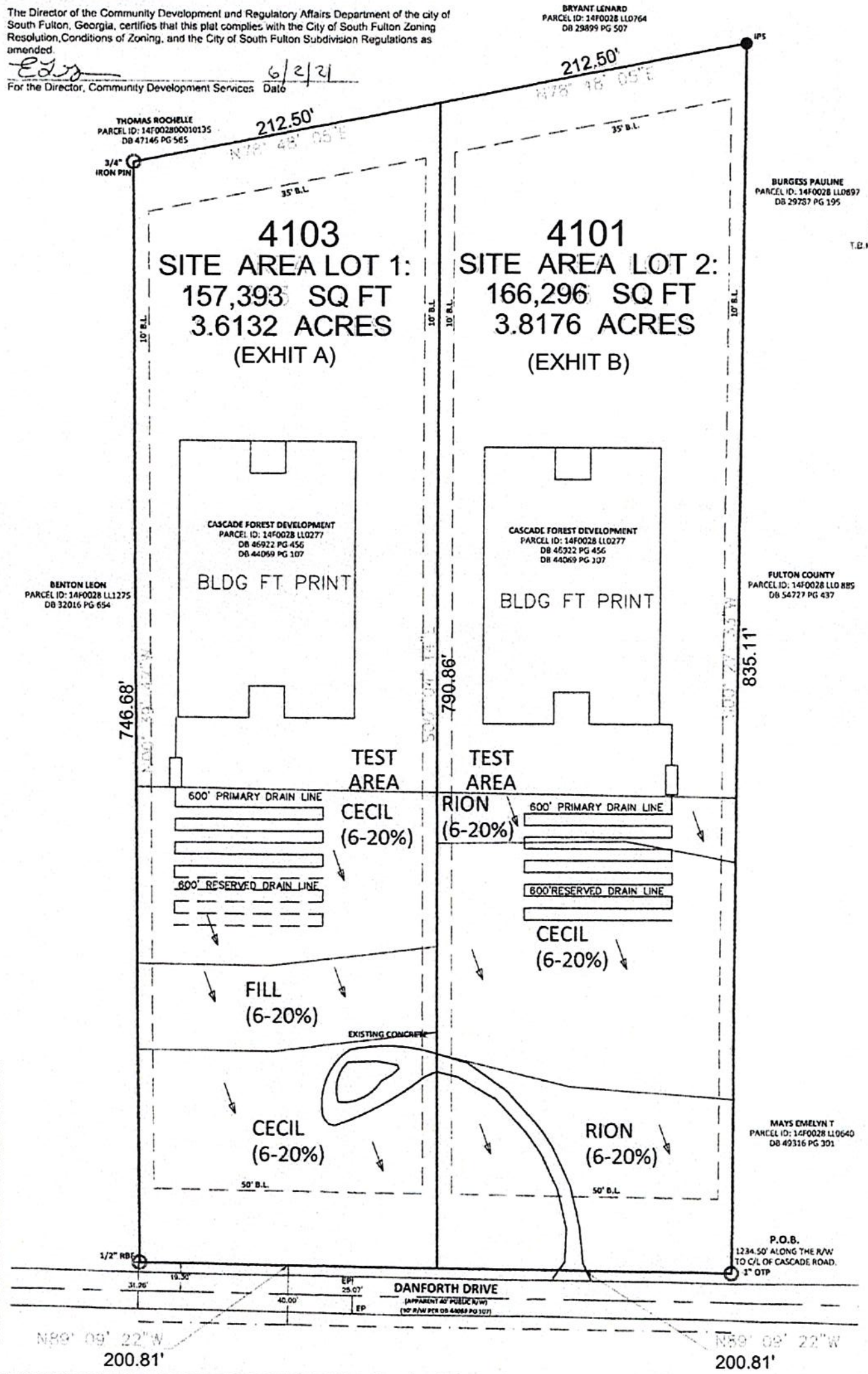
MINOR SUBDIVISION PLAT APPROVAL

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.

6/2/21
For the Director, Community Development Services Date

Zoning Conditions

ZONING R3
FRONT SETBACK: 50 FT
SIDE SETBACK: 10 FT
REAR SETBACK: 35 FT
MINIMUM LOT AREA: 18,000 SQ.FT.
MINIMUM STREET FRONTAGE: 100 FT
MAXIMUM LOT COVERAGE: 40%



Symbols & Abbreviations

IRON PIN FOUND
IRON PIN SET
P.K. NAIL FOUND
P.K. NAIL SET
FND X MARK / SCRIBE
SET X MARK / SCRIBE
R.R. SPIKE FOUND
R.R. SPIKE SET
BENCHMARK
R/W CONC. R/W MARKER
(R) RECORD DATA
(M) MEASURED DATA
(C) CALCULATED DATA
R/W RIGHT OF WAY
BSL BLDG SETBACK LINE
RCP REINFORCED CONC PIPE
CMP CORRUGATED METAL PIPE
PVC PLASTIC PIPE
MTL METAL
L/S LANDSCAPING
TREE
EXCEPTIONS
IPS IRON PIN SET
RBF REBAR FOUND
CTP CRIMP TOP PIPE
OTP OPEN TOP PIPE
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
T.B.M. TEMPORARY BENCH MARK
PP POWERPOLE
GUY WIRE
LP LIGHT POLE
STREET LIGHT POLE
ELEC. TRANSFORMER
AIR CONDITIONER
— BE — BURIED ELECTRIC
— OHE — OVERHEAD ELECTRIC
— UGE — UNDERGROUND ELECTRIC
ELEC. MANHOLE
ELECTRIC METER
— W — WATER LINE
WATER MANHOLE
WATER VALVE
WM WATER METER
FIRE HYDRANT
BF BACK FLOW PREVENTOR
GAS VALVE
GM GAS METER
GAS MANHOLE
— G — GAS LINE
B.H. BORE HOLE
MW MONITORING WELL
MAIL BOX
UNKNOWN MANHOLE
POWER BOX
—X—X— FENCE LINE
SW SIDEWALK
TV TRAVERSE POINT
(A) PIPE LINE A
— SS — SANITARY SEWER PIPING
SEWER MANHOLE
CO CLEAN OUT
— SD — STORM DRAIN PIPING
STORM DRAIN MANHOLE
STORM INLET
CURB INLET
DROP INLET
PAY PHONE
TELEPHONE BOX
TELEPHONE MANHOLE
TP TELEPHONE POLE
— UGT — UNDERGROUND TELEPHONE LINE
O/H T OVERHEAD TELEPHONE LINE
— C — CABLE TELEVISION LINE
O/H C OVERHEAD CABLE
CABLE BOX
TS TRAFFIC POLES
TRAFFIC SIGNAL
TRAFFIC MANHOLE
TRAFFIC SIGNAL BOX
STOP SIGN
SIGN
BOLLARD
BC/BOC BACK OF CURB
EP EDGE OF PAVEMENT
EC EDGE OF CONCRETE
PL PROPERTY LINE
D.E. DRAINAGE EASEMENT
L.E. LANDSCAPE EASEMENT
S.S.E. SANITARY SEWER ESMT

Map or Plat Closure Statement & Notes

1. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,076,043 FEET.
2. ALL DISTANCES SHOWN HEREIN ARE HORIZONTAL, GROUND DISTANCES.
3. UNLESS OTHERWISE NOTED ON THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED, ALL PROPERTY CORNERS IDENTIFIED AS SET, ARE SET WITH A 1/2"REBAR (#4-REBAR) BEARING A PLASTIC CAP STAMPED WITH THE SURVEYORS REGISTRATION / LICENSE NUMBER.
4. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A HORIZONTAL DATUM OF GEORGIA STATE PLANES, WEST ZONE NAD83.
5. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSON(S) OR ENTITY NAMED WITHIN TITLE BLOCK AND/OR SURVEYORS CERTIFICATION. SURVEYOR MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION SHOWN HEREIN, EXTENDED BEYOND THOSE NAMED DIRECTLY.
6. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. ITEMS PERTAINING TO TITLE SUCH AS EASEMENTS, ZONING, ZONING CONDITIONS AND OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD HOWEVER MAY NOT BE SHOWN OR DEPICTED HEREIN.

Surveyor's 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", and their location, size, type and material is correctly shown."

Surveyor's Name

Registered Georgia Land Surveyor Number #2136

GEORGIA811
Utilities Protection Center, Inc.
1-800-282-7411
Know what's below.
Call before you dig.

N
BASIS OF HORIZONTAL DATUM GEORGIA STATE PLANE - WEST ZONE (NAD83)

Graphic Scale

50 0 25 50 100
(IN FEET)
1 inch = 20 feet

GRANT SHEPHERD & ASSOCIATES, INC.
Construction Layout • GPS Modeling
Land Surveying • Site Development
735 LONGLEAF BOULEVARD, SUITE A LAWRENCEVILLE, GA 30046
PHONE: 770.418.9823 FAX: 770.418.9289
www.gsasurveying.com
COA/LSF 000459

THE USE OF THIS DOCUMENT FORMAT IS STRICTLY PROHIBITED AND CONTINGENT UPON WRITTEN CONSENT AND PERMISSION OF GRANT SHEPHERD & ASSOCIATES, INC.

Subdivision Plat
Survey For: Cascade
Site Address: 4101 Danforth Road SW
Land Lot(s) 277 of the
14th Land District
City of South Fulton, Fulton County, Georgia

Sheet / Drawing Scale	1" = 50' *Unless Otherwise Noted*
GSA Project No.	20-07-380
Drawn By / Field Crew	SH — Crew No. 1 — 8/21/2020
Sheet No.	01 OF 01

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021	
Requesting Department CDRA - Engineering and Land Development	**Council District(s) Affected** Council District 1

Requested Action

Council to confirm the recorded plat for Cascade Prose

Requirements for Council Action (City specific Council policy, statute or code requirement)

Section 4.2.2.E of the City's Municipal Codes calls for the City Council to confirm receipt of all recorded plats. All recorded plats have been received and logged by Fulton County Superior Court, at this time.
Located in Council District #1, this 25.2-acre Plat is being subdivided into a 5.2-acre tract and a 19.9-acre tract. The smaller tract is primarily a wetlands and the 19.9-acre site is being developed into a 295 unit townhome community with 9 residential buildings plus a clubhouse.

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
EJ		

Assistant City Manager Approval	City Attorney Approval	City Manager Approval
7-16-21		Tamm Saddler-Jones

Plat Book 441 Page 33
Filed and Recorded 06/16/2021 12:05:00 PM
2021-0216835
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 4068785422

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. ©Planners and Engineers Collaborative.

RESERVED FOR PLAT FILING

STRUCTURE LEGEND

CABLE / TV
- Cable / TV Marker
- Cable / TV Pedestal
- Cable / TV Manhole
- Cable / TV Handhole
- Cable / TV Cable Box

ELECTRIC/POWER
- Transformer
- Guy Wire
- Electric Meter
- Power Pole/Utility Pole
- Street Light/Light Pole
- Electric Panel
- Electric Box
- Electric Manhole
- Electric Handhole
- Electric / Power Marker
- Spot Light

FIBER OPTIC
- Fiber Optic Marker
- Fiber Optic Manhole
- Fiber Optic Pedestal

GAS
- Gas Meter
- Gas Valve
- Gas Fill Cap
- Gas Manhole
- Gas Marker
- Gas Pressure Relief Valve
- Gas Vault
- Gas Vent Pipe
- Gas Something :)

PAVEMENT MARKING
- BUS Pavement Marking
- ONLY Pavement Marking
- SCHOOL Pavement Marking
- Turn Arrow Left/Right
- Turn Arrow Left
- Turn Arrow Right
- Traffic Arrow Straight
- Traffic Arrow Straight/Left
- Traffic Arrow Straight/Right
- Traffic Arrow U-Turn
- Handicap Pavement Marking
- Bike Lane Pavement Marking

PROPERTY MONUMENTS
- Right-of-Way Monument Found
- Concrete Monument Found
- Iron Pin Set
- Iron Pin Found (Rebar found)
- PK Nail Set
- PK Nail Found
- Point
- Benchmark

MISCELLANEOUS
- Land Lot Symbol

SEWER
- Grease Trap
- Sanitary Sewer Manhole
- Cleanout
- Sanitary Sewer Vent Pipe
- Sanitary Sewer Marker
- Sanitary Sewer Force Main Valve
- Sanitary Sewer Lift Station

SITE / TOPOGRAPHIC FEATURES
- Street Sign
- Air Condition Unit
- Bollard
- Mailbox
- Satellite Dish
- Flag Pole
- Monitoring Well
- Antenna
- Column
- Camera Pole / Camera
- Bore Hole Location
- Mile Post
- Rail Road Mile Post

STORM / DRAINAGE
- Storm Structure Lid
- Drop Inlet
- Catch Basin
- Single Wing Catch Basin
- Double Wing Catch Basin
- Weir Inlet
- Head Wall
- Junction Box
- Curb Inlet
- Flared-In Section
- Down Spout

TELEPHONE
- Telephone Terminal Box
- Telephone Marker
- Telephone Handhole Box
- Telephone Manhole
- Telephone Cabinet

TRAFFIC
- Overhead Traffic Signal
- Traffic Handhole Box
- Telephone Handhole Box
- Traffic Signal Pole
- Traffic Signal Loop Control Box

WATER
- Fire Hydrant
- Irrigation Control Valve
- Water Meter
- Water Valve
- Fire Department Connection
- Water Vault
- Pressure Irrigation Valve
- Water Vent Pipe
- Water Valve Marker
- Water Marker
- Water Manhole
- Water Air Release Valve
- Water Back Flow Preventer
- Sprinkler Head
- Sprinkler Valve

LINETYPES

PROPERTY
- Adjacent Property
- Property Line
- Center of Creek

FENCE LINES
- Barb Wire Fence
- Chain link fence
- Wood Fence
- Woven Wire Fence

SITE / TOPOGRAPHIC FEATURES
- Guardrail

EXISTING OVERHEAD
- OW Overhead Wires

EXISTING UNDERGROUND
- C Cable
- E Electric
- FO Fiber Optic
- G Gas
- T Telecommunications
- W Water
- TV Television
- Storm Drainage Line
- S Sanitary Sewer

REFERENCES

1. Limited Warranty Deed from Southern Specialty Properties, LLC to The Estates at West Cascade, LLC dated September, 30th, 2013. Filed in Deed Book 53219 Pages 434 of the records of the Superior Court of Fulton County.

2. Final Subdivision Plat for Cascade Hills, Phase 2, Unit 2 by D.W. Lynah Surveyors dated June 13, 1996. Filed in Plat Book 191 Page 110 of the records of the Superior Court of Fulton County.

3. Final Subdivision Plat for Cascade Place Subdivision Phase 2, by Hayes, James & Associates, dated March 31, 2006, and last revised December 7, 2006. Filed in Plat Book 312 Page 31 of the records of the Superior Court of Fulton County.

4. Revised Final Subdivision Plat for Cascade Place Subdivision Phase 3, by Integrated Science & Engineering, dated September 26, 2016. Filed in Plat Book 393 Page 95 of the records of the Superior Court of Fulton County.

5. ALTA/ACSM LAND TITLE SURVEY for Alliance Realty Partners, LLC, by Planners and Engineers Collaborative dated December 29, 2019, last revised February 4, 2021.

CERTIFICATIONS & SIGNATURES

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 their accuracy, not imply 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 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 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.

DRAINAGE:
The owner of record, on behalf of himself 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.

OWNER'S ACKNOWLEDGEMENT:
The Estates at West Cascade, LLC ~ 2115 Piedmont Rd NE # 101, Atlanta, GA 30324
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 ~ 0.146 Acres
Public Sewer Easements ~ 0.741 Acres
Public Drainage Easements ~ 0.0 Acres
Public Parks/Open Space ~ 0.0 Acres

Typed Name of Subdivider — Typed Name of Owner of Record: The Estates at West Cascade, LLC

Signature of Subdivider — Signature of Owner of Record: Douglas L. Crawford by [signature] Auth. Manager

Date — Date: 6-15-21

SURVEYOR'S 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", and their location, size, type and material is correctly shown."

[signature] — Surveyor's Name
3008 — Registration Number

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.

[signature] — For the Director, Community Development Services
Date: 6/16/21

Department of Public Works – Office of Traffic and Transportation

Commissioner, or his/her designee (Print Name) (Signature) (Date)

Department of Public Works – Water Resources
I certify that this property can be served by Fulton County sewer system in accordance with all applicable, policies, ordinances, and regulatory requirements. All water meters must be located inside of ROW, and sewer laterals shall be provided for each unit. It will be the responsibility of the owner to obtain any needed easements and/or utility permits.

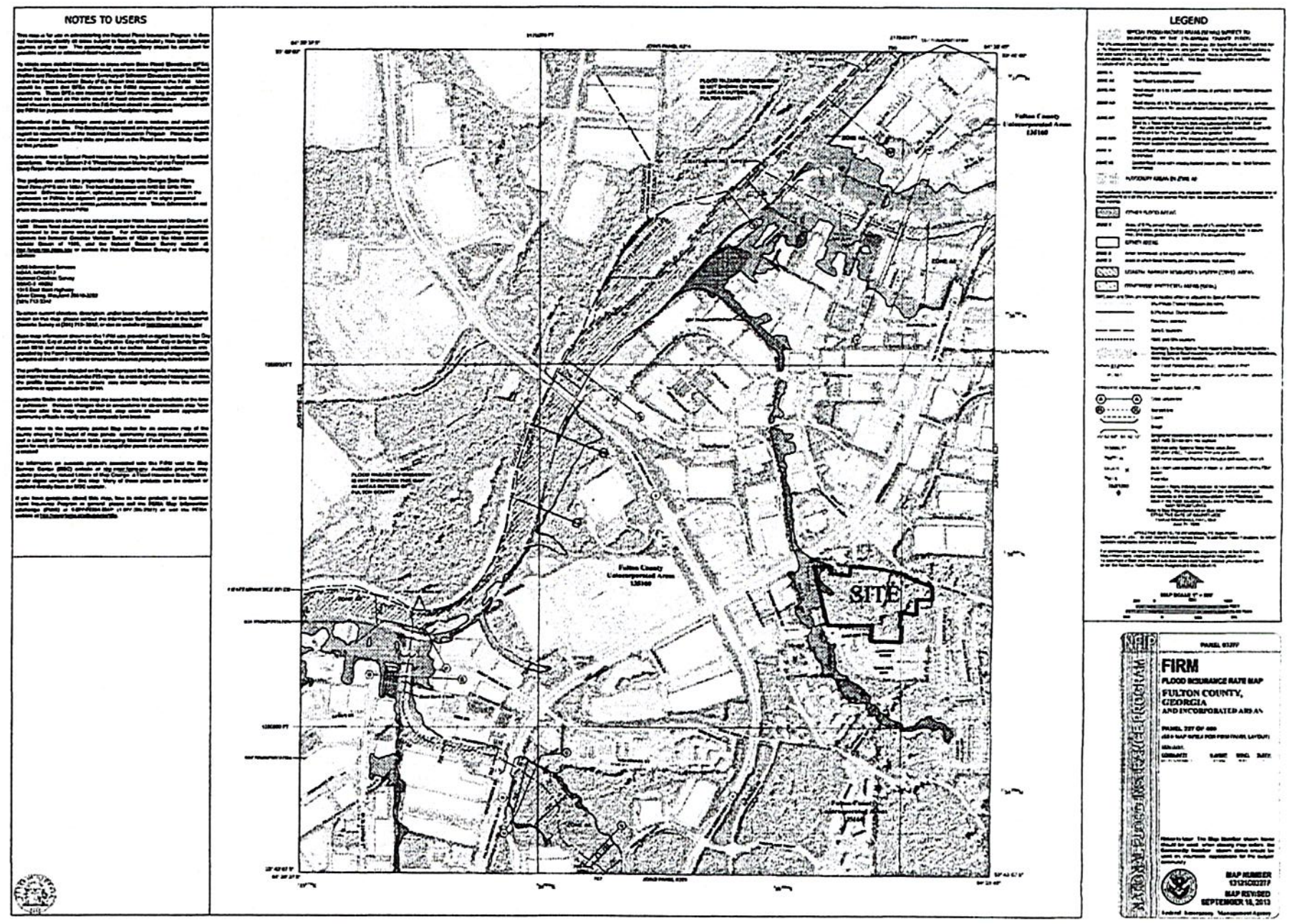
Approved this 14 day of June, 2021

[signature] Adriana Bustillos/ Engineering Administrator
Signature — Print Name and Title

PRIVATE COVENANTS:
This plat is subject to the covenants set forth in the separate documents as recorded in

Deed Book ________, Pages(s) ________, which hereby becomes a part of this plat.

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



PROJECT ADDRESSES

Former Parcel 1:
Tax ID | 14F0109 LL1160 | 0 Cascade Road
| To be Removed/Retained

Former Parcel 2:
Tax ID | 14F0109 LL0774 | 5500 Cascade Road
| To be Removed/Retained

Former Parcel 3:
Tax ID | 14F0109 LL0782 | 0 Cascade Road
| To be Removed/Retained

Former Parcel 4:
Tax ID | 14F0109 LL0444 | 5440 Cascade Road
| To be Removed/Retained

Former Parcel 5:
Tax ID | 14F0109 LL0055 | 5426 Cascade Road
| To be Removed/Retained

Former Parcel 6:
Tax ID | 14F0109 LL0071 | 5400 Cascade Road
| To be Removed/Retained

New Tract 1:
Tax ID | TBD | TBD

New Tract 2:
Tax ID | TBD | TBD

SITE DATA:

ADDRESS	TBD
SITE AREA	25.238 AC
ZONING	
ZONING	A-L (APARTMENT LIMITED) CONDITIONAL
PETITION NO.	2014Z-0001 SFC
ZONING JURISDICTION	SOUTH FULTON
SITE DEVELOPMENT STANDARDS	
TOTAL UNITS	396 UNITS
UNIT DENSITY	15.56 UNITS/AC
OPEN SPACE PROVIDED	TBD AC (#.#)
FRONT SETBACK	40 FEET
SIDE / LANDSCAPE SETBACK	20 FEET / 25 FEET
SIDE IMPROVEMENT SETBACK	10 FEET
REAR / LANDSCAPE SETBACK	20 FEET / 50 FEET
REAR IMPROVEMENT SETBACK	10 FEET
PARKING	
RESIDENTIAL PARKING PROVIDED	TBD SPACES (# PER UNIT & # GUEST SPACES)

ABBREVIATIONS

APPROX.	Approximate	I.E.	Invert Elevation
#4	1/2" Rebar	IPF	Iron Pin Found
C&G	Curb and Gutter	IPS	Iron Pin Set
CLF	Chain Link Fence	LP	Light Pole
CMP	Corrugated Metal Pipe	MW	Monitoring Well
CO	Clean Out	N/F	Now or Formerly
CPP	Corrugated Plastic Pipe	OTP	Open Top Pipe
DB	Deed Book	PB	Plat Book
DI	Drop Inlet	PG	Page
DE	Drainage Easement	PKF	PK Nail Found
EOP	Edge of Pavement	PKS	PK Nail Set
EPP	Electric Power Pole	POB	Point of Beginning
EPAN	Electric Panel	POC	Point of Commencement
ESMT	Easement	PVC	Polyvinyl Chloride Pipe
FES	Flared End Section	RBC	Rebar Capped
FFE	Finish Floor Elevation	RCP	Reinforced Concrete Pipe
FH	Fire Hydrant	RWM	Right of Way Monument
FLGP	Flag Pole	SSE	Sanitary Sewer Easement
GA	Georgia	SSMH	Sanitary Sewer Manhole
GM	Gas Meter	TRAN	Transformer
GW	Guy Wire	VCP	Vitrified Clay Pipe
HDR	Hand Rail	W.D.F.	Wood Fence
H.W.	Hard Wood	WM	Water Meter
HW	Headwall	WV	Water Valve
ICV	Irrigation Control Valve		

FULTON COUNTY DEPARTMENT OF HEALTH AND WELLNESS ENVIRONMENTAL HEALTH SERVICES

This development is approved provided the following required improvements are in compliance with the Fulton County Code of Ordinances, Chapter 34, Article IV, DRINKING WATER and Article XI, SEWAGE DISPOSAL.

WATER SUPPLY
- [x] Public Water Supply
- [ ] Individual Onsite water supply(ies)

SEWAGE DISPOSAL
- [x] Public Sanitary Sewage System
- [ ] Individual Onsite Sewage Management System(s)

CONDITIONS OF APPROVAL (Water)
- [x] TYPE "A"
- [ ] TYPE "B"

CONDITIONS OF APPROVAL (Sewage)
- [x] TYPE "A"
- [ ] TYPE "B"
- [ ] TYPE "C"
- [ ] TYPE "D"

6/15/2021 — Date
[signature] — Fulton County Department of Health and Wellness

Revision Date — Fulton County Department of Health and Wellness

NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION SUPPLIED AND TO THE SURVEYOR'S BEST KNOWLEDGE ARE APPROXIMATELY AS SHOWN. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

2. I HAVE EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR FULTON COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 135160, MAP NUMBER 13121 C 0327 F, PANEL 327 OF 495, EFFECTIVE DATE SEPTEMBER 18, 2013 AND FOUND A PORTION OF THE PROPERTY SHOWN HEREON TO FALL WITHIN A DESIGNATED "SHADED X" FLOOD ZONE. (AREAS DETERMINED TO BE THE 0.2% ANNUAL CHANCE FLOOD HAZARD OR 1% ANNUAL CHANCE OF FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE. REMAINING PROPERTY SHOWN HEREON TO FALL WITHIN A DESIGNATED FLOOD ZONE "X". (AREAS OUTSIDE 0.2% ANNUAL CHANCE FLOOD HAZARD)

3. THE ORTHOMETRIC HEIGHTS (ELEVATIONS AND CONTOURS) SHOWN HEREON WERE DETERMINED BY GPS OBSERVATIONS AND WERE ADJUSTED BY PLANNERS AND ENGINEERS COLLABORATIVE IN DECEMBER 2019. NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEORGIA WEST ZONE STATE PLANE COORDINATES. BEARINGS AND DISTANCES HAVE BEEN CALCULATED FROM ANGLE TURNED IN THE FIELD.

4. 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.

5. THE UNDERGROUND UTILITIES SHOWN HEREON WERE DETERMINED BY LOCATING PAINT MARKINGS CREATED BY SUBSURFACE UTILITY INVESTIGATIONS, LLC. – PHONE– (770) 557–4142.

6. THIS PROPERTY HAS BEEN ZONED A–L PER PETITION# 2014Z–0001 SFC AND THE SETBACKS ARE AS FOLLOWS:40' FRONT, 20' SIDE & REAR

7. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

8. #4 REBARS SET UNLESS OTHERWISE NOTED.

9. THIS DATA SET WAS TESTED TO MEET ASPRS POSITIONAL ACCURACY STANDARDS FOR DIGITAL GEOSPATIAL DATA (2014) FOR A_0.8__ (CM) RMSEZ VERTICAL ACCURACY CLASS. ACTUAL NVA ACCURACY WAS FOUND TO BE RMSEZ = _0.8_ CM, EQUATING TO +/– _1.6__ CM AT 95% CONFIDENCE LEVEL. ACTUAL VVA ACCURACY WAS FOUND TO BE +/– _2.4__ CM AT THE 95TH PERCENTILE.

10. PROPERTY HAS ACCESS TO THE PUBLIC RIGHT OF WAYS OF OLD CASCADE ROAD AND CASCADE ROAD.

11. THE PROPERTY SHOWN HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY FOR TITLE INSURANCE WITH AN EFFECTIVE DATE OF AUGUST 27, 2020 AND FILE NO. NCS–984831–PHX1.

12. WATER SERVICE PROVIDED BY THE CITY OF ATLANTA.

13. WASTEWATER SERVICE PROVIDED BY FULTON COUNTY.

SHEET 1 OF 3
DRAWN BY: DFG
CHECKED BY: JH
FILE NO.: 19327.00
DATE: 04–28–2021
SCALE: 1" = 60'
DATE OF FIELD WORK: 12/2019
0 30 60 120

GEORGIA REGISTERED No. 3008 LAND SURVEYOR JONATHAN N. HOWARD

PROSE CASCADE
RECONFIGURATION PLAT
14-FF-109-LL-116-0, 14-FF-109-LL-78-2,
14-FF-109-LL-77-4, 14-FF-109-LL-44-4,
14-FF-109-LL-78-2 & 14-FF-109-LL-5-5

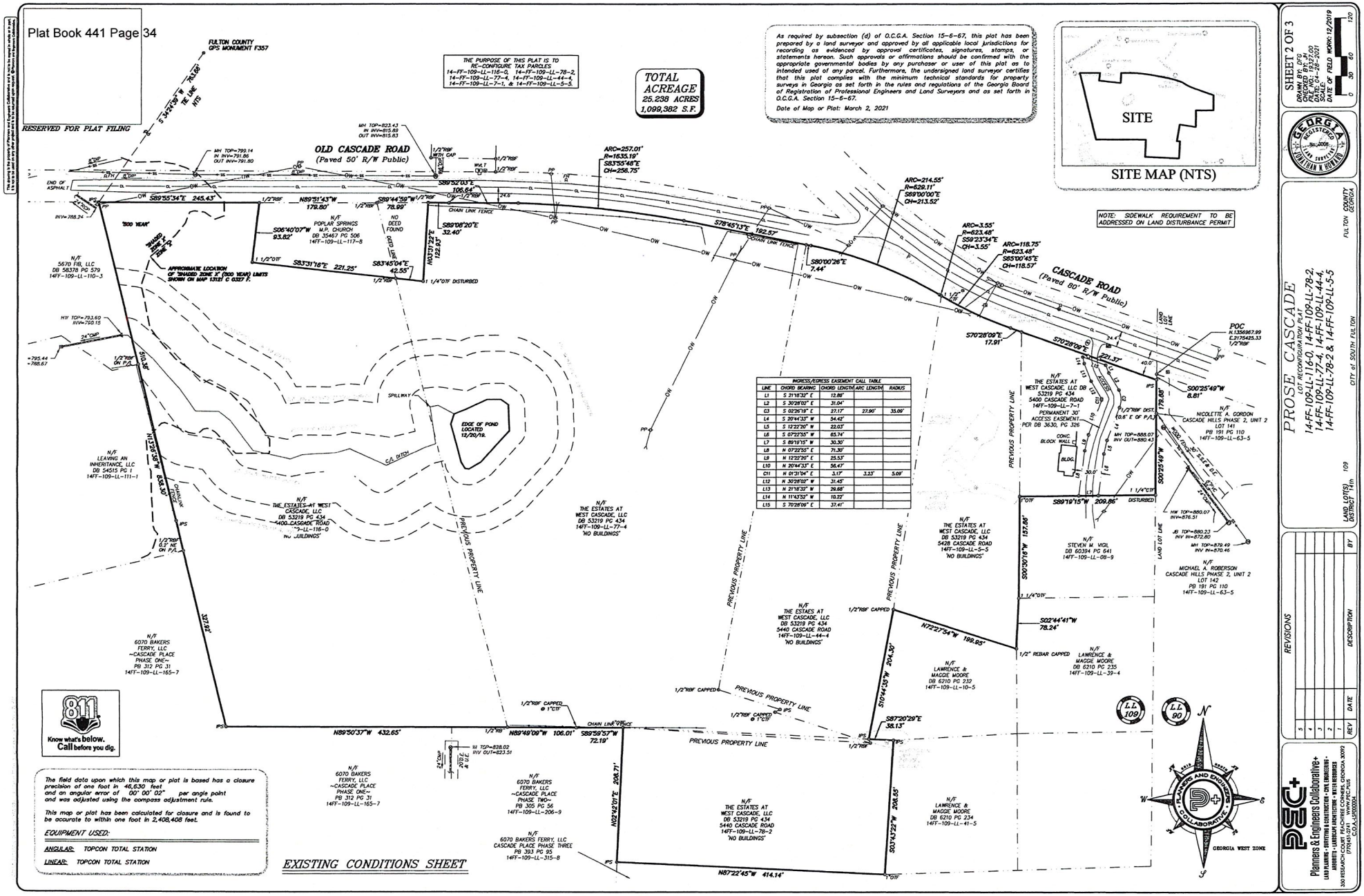
CITY of SOUTH FULTON — FULTON COUNTY GEORGIA

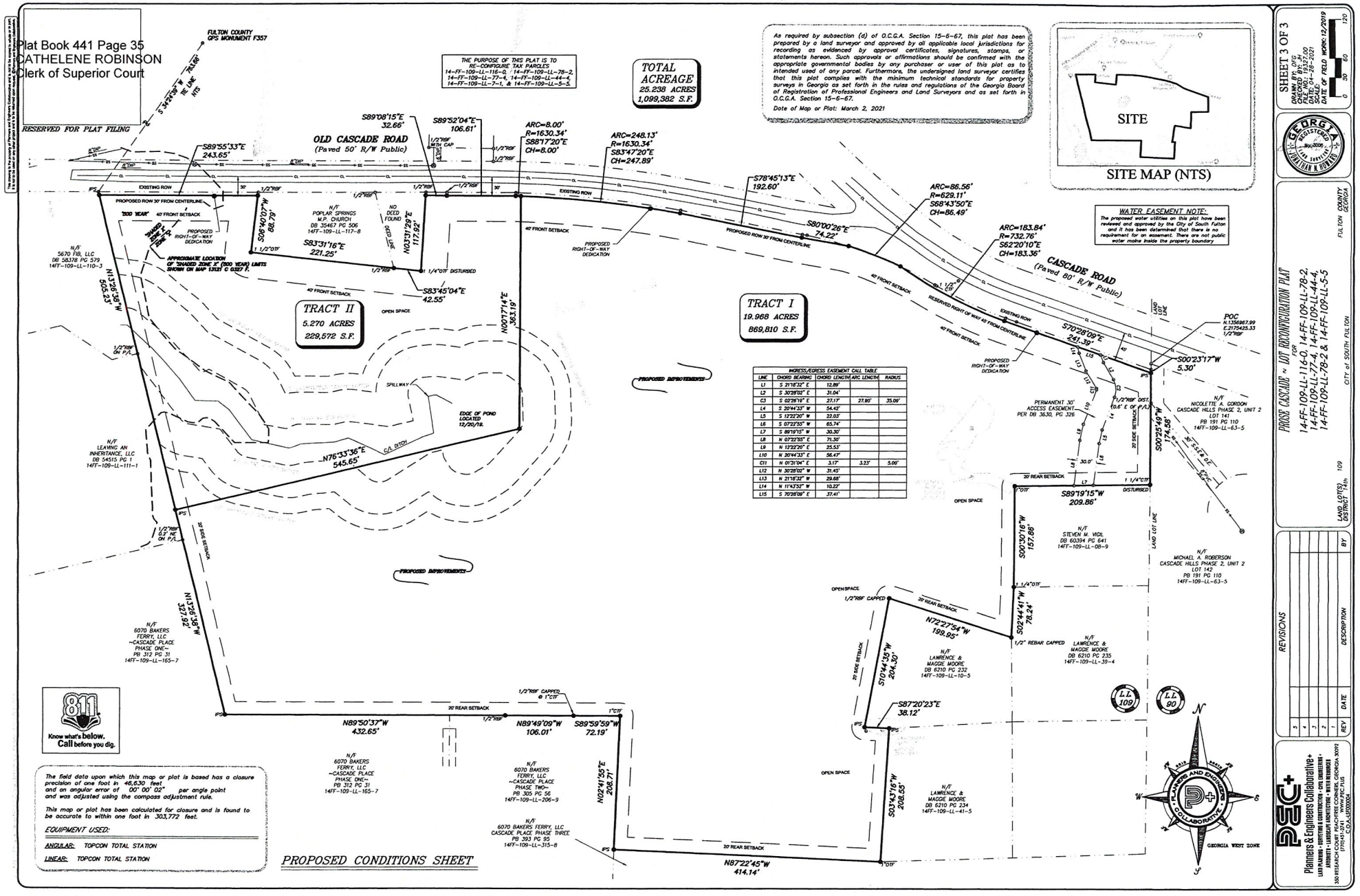
LAND LOT(S) 109
DISTRICT 14TH

REVISIONS

REV	DATE	DESCRIPTION	BY
5			
4			
3			
2			
1			

PEC+ Planners & Engineers Collaborative+
LAND PLANNING · SURVEYING & CONSTRUCTION · CIVIL ENGINEERING · ARBORISTS · LANDSCAPE ARCHITECTURE · WATER RESOURCES
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770)451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004


Plat Book 441 Page 34
RESERVED FOR PLAT FILING
FULTON COUNTY GPS MONUMENT F357
S 34°49'39" W 70.69' TO TIE LINE MTS
THE PURPOSE OF THIS PLAT IS TO RE-CONFIGURE TAX PARCELS: 14-FF-109-LL-116-0, 14-FF-109-LL-78-2, 14-FF-109-LL-77-4, 14-FF-109-LL-44-4, 14-FF-109-LL-7-1, & 14-FF-109-LL-5-5.
TOTAL ACREAGE 25.238 ACRES 1,099,382 S.F.
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 is intended used 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 of Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.
Date of Map or Plat: March 2, 2021
SITE
SITE MAP (NTS)
NOTE: SIDEWALK REQUIREMENT TO BE ADDRESSED ON LAND DISTURBANCE PERMIT
OLD CASCADE ROAD (Paved 50' R/W Public)
CASCADE ROAD (Paved 80' R/W Public)
POC N.1356967.99 E.2175425.33 1/2"RBF
N/F 5670 FIB, LLC DB 58378 PG 579 14FF-109-LL-110-3
N/F POPLAR SPRINGS M.P. CHURCH DB 35467 PG 506 14FF-109-LL-117-8
N/F LEAVING AN INHERITANCE, LLC DB 54515 PG 1 14FF-109-LL-111-1
N/F THE ESTATES AT WEST CASCADE, LLC DB 53219 PG 434 5400 CASCADE ROAD 14FF-109-LL-116-0 "NO BUILDINGS"
N/F THE ESTATES AT WEST CASCADE, LLC DB 53219 PG 434 14FF-109-LL-77-4 "NO BUILDINGS"
N/F THE ESTATES AT WEST CASCADE, LLC DB 53219 PG 434 5428 CASCADE ROAD 14FF-109-LL-5-5 "NO BUILDINGS"
N/F THE ESTATES AT WEST CASCADE, LLC DB 53219 PG 434 5440 CASCADE ROAD 14FF-109-LL-44-4 "NO BUILDINGS"
N/F THE ESTATES AT WEST CASCADE, LLC DB 53219 PG 434 5440 CASCADE ROAD 14FF-109-LL-78-2 "NO BUILDINGS"
N/F THE ESTATES AT WEST CASCADE, LLC DB 53219 PG 434 5400 CASCADE ROAD 14FF-109-LL-7-1 PERMANENT 30' ACCESS EASEMENT PER DB 3630, PG 326
N/F 6070 BAKERS FERRY, LLC ~CASCADE PLACE PHASE ONE~ PB 312 PG 31 14FF-109-LL-165-7
N/F 6070 BAKERS FERRY, LLC ~CASCADE PLACE PHASE TWO~ PB 305 PG 56 14FF-109-LL-206-9
N/F 6070 BAKERS FERRY, LLC CASCADE PLACE PHASE THREE PB 393 PG 95 14FF-109-LL-315-8
N/F STEVEN M. VIGIL DB 60394 PG 641 14FF-109-LL-08-9
N/F LAWRENCE & MAGGIE MOORE DB 6210 PG 232 14FF-109-LL-10-5
N/F LAWRENCE & MAGGIE MOORE DB 6210 PG 235 14FF-109-LL-39-4
N/F LAWRENCE & MAGGIE MOORE DB 6210 PG 234 14FF-109-LL-41-5
N/F NICOLETTE A. GORDON CASCADE HILLS PHASE 2, UNIT 2 LOT 141 PB 191 PG 110 14FF-109-LL-63-5
N/F MICHAEL A. ROBERSON CASCADE HILLS PHASE 2, UNIT 2 LOT 142 PB 191 PG 110 14FF-109-LL-63-5
INGRESS/EGRESS EASEMENT CALL TABLE
LINE | CHORD BEARING | CHORD LENGTH | ARC LENGTH | RADIUS
L1 | S 21°18'32" E | 12.88'
L2 | S 30°28'02" E | 31.04'
C3 | S 62°36'18" E | 27.17' | 27.90' | 35.09'
L4 | S 20°44'33" W | 54.42'
L5 | S 12°22'20" W | 22.03'
L6 | S 07°22'55" W | 65.74'
L7 | S 89°19'15" W | 30.30'
L8 | N 07°22'55" E | 71.30'
L9 | N 12°22'20" E | 25.53'
L10 | N 20°44'33" E | 56.47'
C11 | N 01°31'04" E | 3.17' | 3.23' | 5.09'
L12 | N 30°28'02" W | 31.45'
L13 | N 21°18'32" W | 29.68'
L14 | N 11°43'52" W | 10.22'
L15 | S 70°28'09" E | 37.41'
EDGE OF POND LOCATED 12/20/19.
SPILLWAY
C/L DITCH
PREVIOUS PROPERTY LINE
CHAIN LINK FENCE
1/2"RBF CAPPED
1/2" REBAR CAPPED
Know what's below. Call before you dig. 811
The field data upon which this map or plat is based has a closure precision of one foot in 46,630 feet, and an angular error of 00° 00' 02" per angle point and was adjusted using the compass adjustment rule.
This map or plat has been calculated for closure and is found to be accurate to within one foot in 2,408,408 feet.
EQUIPMENT USED:
ANGULAR: TOPCON TOTAL STATION
LINEAR: TOPCON TOTAL STATION
EXISTING CONDITIONS SHEET
GEORGIA WEST ZONE
SHEET 2 OF 3
DRAWN BY: DFG
CHECKED BY: JWH
DATE: 01-21-2021
DATE: 04-28-2021
SCALE: 1" = 60'
DATE OF FIELD WORK: 12/2019
PROSE CASCADE
LOT RECONFIGURATION PLAT
14-FF-109-LL-116-0, 14-FF-109-LL-78-2, 14-FF-109-LL-77-4, 14-FF-109-LL-44-4, 14-FF-109-LL-78-2 & 14-FF-109-LL-5-5
LAND LOT(S) 109 DISTRICT 14th
FULTON COUNTY GEORGIA
CITY of SOUTH FULTON
REVISIONS
REV | DATE | DESCRIPTION | BY
Planners & Engineers Collaborative+
LAND PLANNERS · SURVEYING & CONSTRUCTION · CIVIL ENGINEERS · ARBORISTS · LANDSCAPE ARCHITECTURE · WATER RESOURCES
300 RESEARCH PARKWAY, MERIDEN, CONNECTICUT 06450 (770) 451-1741 WWW.PEC-PLUS.COM C.O.A.: LSF000004

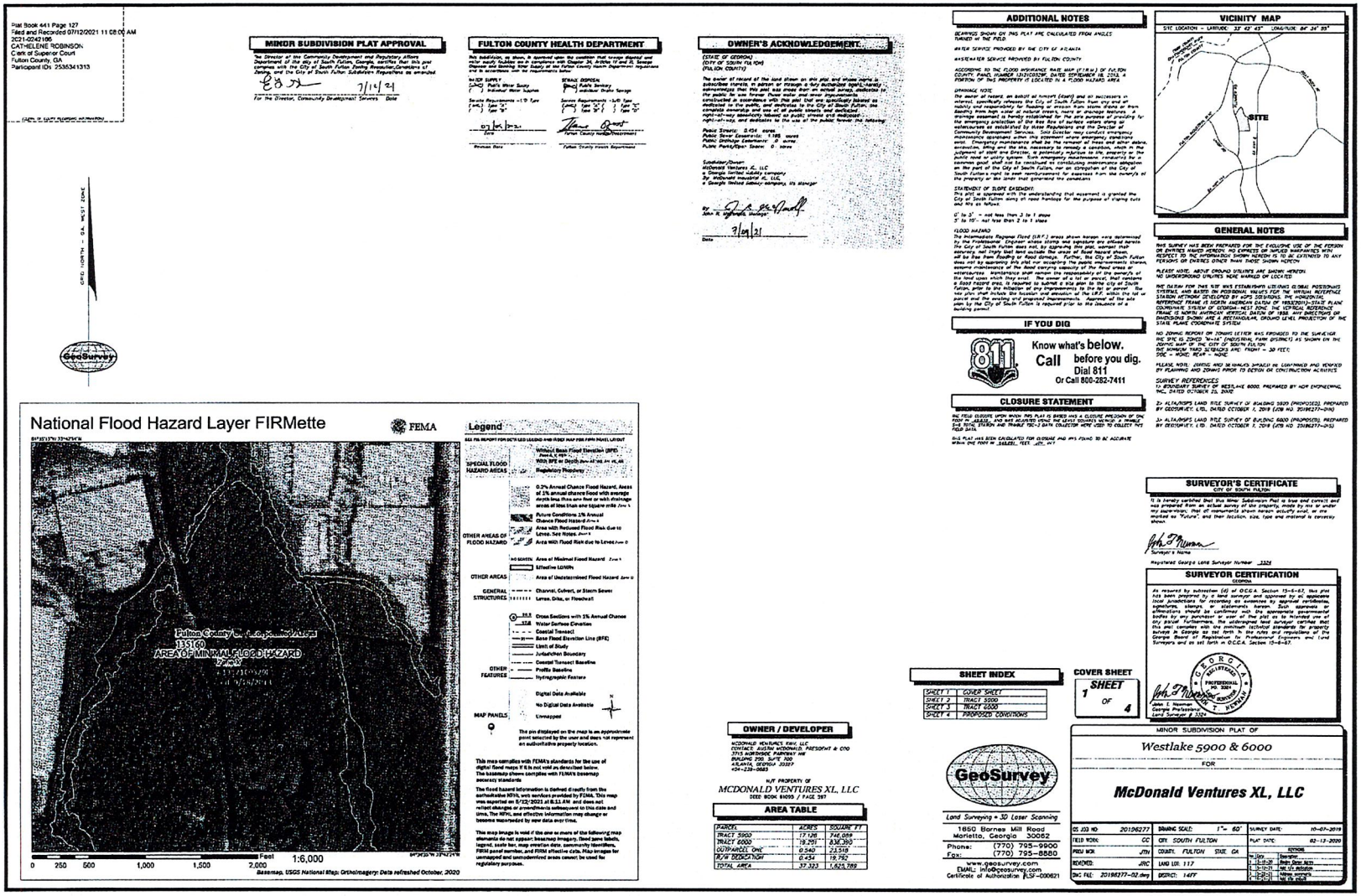

Plat Book 441 Page 35
CATHELENE ROBINSON
Clerk of Superior Court
RESERVED FOR PLAT FILING
FULTON COUNTY GPS MONUMENT F357
THE PURPOSE OF THIS PLAT IS TO RE-CONFIGURE TAX PARCELS 14-FF-109-LL-116-0, 14-FF-109-LL-78-2, 14-FF-109-LL-77-4, 14-FF-109-LL-44-4, 14-FF-109-LL-7-1, & 14-FF-109-LL-5-5.
TOTAL ACREAGE 25.238 ACRES 1,099,382 S.F.
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 used 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 of Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.
Date of Map or Plat: March 2, 2021
SITE
SITE MAP (NTS)
WATER EASEMENT NOTE:
The proposed water utilities on this plat have been reviewed and approved by the City of South Fulton and it has been determined that there is no requirement for an easement. There are not public water mains inside the property boundary
OLD CASCADE ROAD (Paved 50' R/W Public)
CASCADE ROAD (Paved 60' R/W Public)
TRACT II 5.270 ACRES 229,572 S.F.
TRACT I 19.968 ACRES 869,810 S.F.
POC N:1356967.99 E:2175425.33 1/2"RBF
INGRESS/EGRESS EASEMENT CALL TABLE
LINE | CHORD BEARING | CHORD LENGTH | ARC LENGTH | RADIUS
L1 S 21°18'32" E 12.89'
L2 S 30°28'02" E 31.04'
C3 S 62°26'19" E 27.17' 27.90' 35.09'
L4 S 20°44'33" W 54.42'
L5 S 12°22'20" W 22.03'
L6 S 07°22'55" W 65.74'
L7 S 89°19'15" W 30.30'
L8 N 07°22'55" E 71.30'
L9 N 12°22'20" E 25.53'
L10 N 20°44'33" E 56.47'
C11 N 01°31'04" E 3.17' 3.23' 5.09'
L12 N 30°28'02" W 31.45'
L13 N 21°18'32" W 29.68'
L14 N 11°43'52" W 10.22'
L15 S 70°28'09" E 37.41'
PROPOSED CONDITIONS SHEET
Know what's below. Call before you dig.
The field data upon which this map or plat is based has a closure precision of one foot in 46,630 feet and an angular error of 00° 00' 02" per angle point and was adjusted using the compass adjustment rule.
This map or plat has been calculated for closure and is found to be accurate to within one foot in 303,772 feet.
EQUIPMENT USED:
ANGULAR: TOPCON TOTAL STATION
LINEAR: TOPCON TOTAL STATION
SHEET 3 OF 3
DRAWN BY: DFG
CHECKED BY: SJW
DATE: 04-28-2021
DATE OF FIELD WORK: 12/2019
PROSE CASCADE ~ LOT RECONFIGURATION PLAT
FOR
14-FF-109-LL-116-0, 14-FF-109-LL-78-2, 14-FF-109-LL-77-4, 14-FF-109-LL-44-4, 14-FF-109-LL-78-2 & 14-FF-109-LL-5-5
CITY of SOUTH FULTON
FULTON COUNTY GEORGIA
LAND LOT(S) 109
DISTRICT 14th
REVISIONS
REV | DATE | DESCRIPTION | BY
Planners & Engineers Collaborative+
GEORGIA WEST ZONE

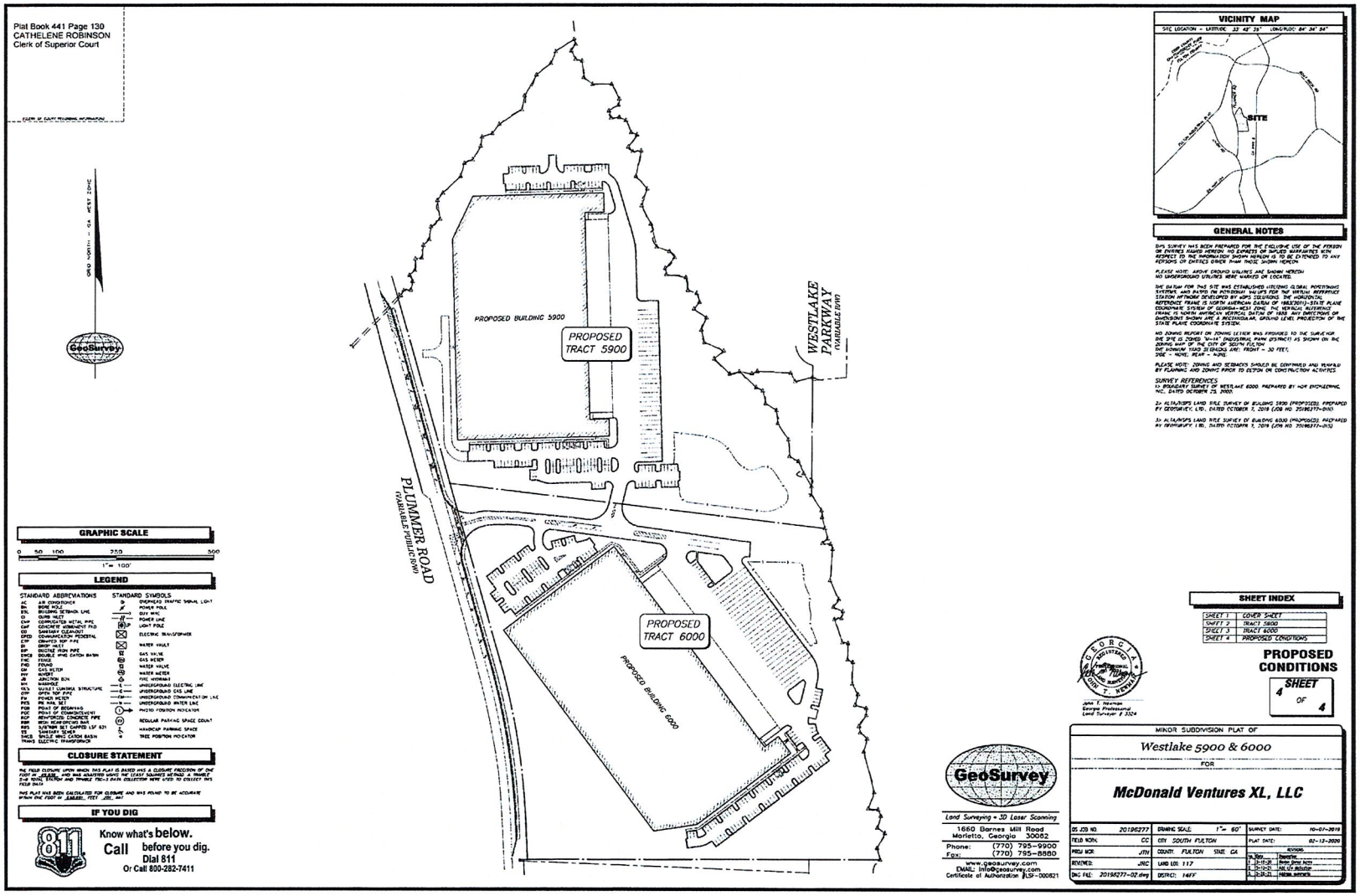
City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021	
Requesting Department CDRA - Engineering and Land Development	**Council District(s) Affected** Council District 1
Requested Action Council to confirm the recorded plat for Westlake 6000	
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 4.2.2.E of the City's Municipal Codes calls for the City Council to confirm receipt of all recorded plats. All recorded plats have been received and logged by Fulton County Superior Court, at this time. Located in Council District #1, this 37.3-acre Final Plat is being subdivided into a 17.1-acre lot and a 19.2-acre lot. This commercial property has been developed with a 220 square-foot warehouse and an 836 square-foot warehouse. Each subdivided parcel will have a 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**
Ed Gl		

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
7-16-21		Tanmi Sadler Jones


Plat Book 441 Page 127
Filed and Recorded 07/12/2021 11:08:00 AM
2021-0242186
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 2536341313
MINOR SUBDIVISION PLAT APPROVAL
FULTON COUNTY HEALTH DEPARTMENT
OWNER'S ACKNOWLEDGEMENT
ADDITIONAL NOTES
VICINITY MAP
SITE
GENERAL NOTES
IF YOU DIG
Know what's below.
Call before you dig.
Dial 811
Or Call 800-282-7411
CLOSURE STATEMENT
SURVEYOR'S CERTIFICATE
CITY OF SOUTH FULTON
SURVEYOR CERTIFICATION
GEORGIA
National Flood Hazard Layer FIRMette
FEMA
Legend
Fulton County
13560
AREA OF MINIMAL FLOOD HAZARD
Feet
1:6,000
0
250
500
1,000
1,500
2,000
Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020
SHEET INDEX
SHEET 1 COVER SHEET
SHEET 2 TRACT 5900
SHEET 3 TRACT 6000
SHEET 4 PROPOSED CONDITIONS
COVER SHEET
SHEET 1 OF 4
OWNER / DEVELOPER
AREA TABLE
TRACT 5900 17.126 746,059
TRACT 6000 19.291 840,390
OUTPARCEL ONE 0.540 23,519
R/W DEDICATION 0.454 19,792
TOTAL AREA 37.323 1,625,789
GeoSurvey
Land Surveying • 3D Laser Scanning
1850 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
MINOR SUBDIVISION PLAT OF
Westlake 5900 & 6000
FOR
McDonald Ventures XL, LLC
GS JOB NO 20196277
DRAWING SCALE: 1"= 60'
SURVEY DATE: 10-07-2019
FIELD WORK: CC
CITY: SOUTH FULTON
PLAT DATE: 02-13-2020
PREV WORK: JTH
COUNTY: FULTON STATE: GA
REVIEWED: JRC
LAND LOT: 117
DWG FILE: 20196277-02.dwg
DISTRICT: 14FF


Plat Book 441 Page 130
CATHELENE ROBINSON
Clerk of Superior Court
GRID NORTH - GA WEST ZONE
GeoSurvey
PROPOSED BUILDING 5900
PROPOSED TRACT 5900
WESTLAKE PARKWAY (VARIABLE R/W)
PLUMMER ROAD (VARIABLE PUBLIC R/W)
PROPOSED TRACT 6000
PROPOSED BUILDING 6000
VICINITY MAP
SITE
GENERAL NOTES
GRAPHIC SCALE
0 50 100 250 500
1"= 100'
LEGEND
STANDARD ABBREVIATIONS
STANDARD SYMBOLS
CLOSURE STATEMENT
IF YOU DIG
811
Know what's below.
Call before you dig.
Dial 811
Or Call 800-282-7411
SHEET INDEX
SHEET 1 COVER SHEET
SHEET 2 TRACT 5900
SHEET 3 TRACT 6000
SHEET 4 PROPOSED CONDITIONS
PROPOSED CONDITIONS
SHEET 4 OF 4
GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR JOHN T. NEWMAN
John T. Newman
Georgia Professional
Land Surveyor # 3324
GeoSurvey
Land Surveying • 3D Laser Scanning
1660 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-000821
MINOR SUBDIVISION PLAT OF
Westlake 5900 & 6000
FOR
McDonald Ventures XL, LLC
DS JOB NO. 20196277
DRAWING SCALE: 1"= 60'
SURVEY DATE: 10-07-2019
FIELD WORK: CC
CITY SOUTH FULTON
PLAT DATE: 02-13-2020
PROJ MGR: JTN
COUNTY: FULTON STATE: GA
REVISIONS
REVIEWED: JRC
LAND LOT: 117
DWG FILE: 20196277-02.dwg
DISTRICT: 14FF

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
CDRA - Engineering and Land Development	Council District 1

Requested Action

Council to confirm the recorded plat for Woodbury Park

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 #1, this 179.2-acre Plat is to subdivide the parcel into four (4) commercial tracts and a public road.

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**

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
7-14-21		

Plat Book 441 Page 131
Filed and Recorded 07/12/2021 01:30:00 PM
2021-0242379
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 9012512406

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

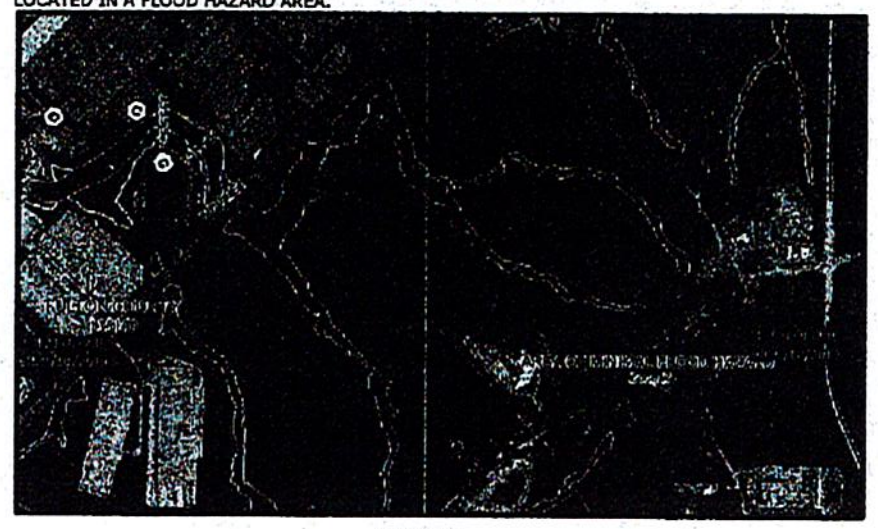
NOTE:
STREAMS SHOWN PER SURVEY DATA PROVIDED BY PAULSON MITCHELL DATED 05-24-19 AND PER AQUATIC RESOURCE DELINEATION MAP PROVIDED BY CONTOUR ENVIRONMENTAL LLC DATED 09-12-18.

STATEMENT OF SLOPE EASEMENT

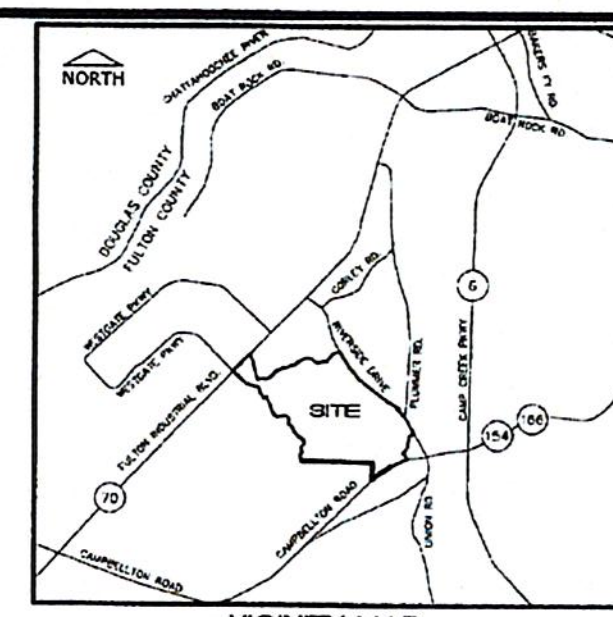
This plat is approved with the understanding that easement is granted Fulton County along all road frontage for the purpose of sloping cuts and fills as follows:

0' to 5' - not less than 3 to 1 slope
5' to 10'- not less than 2 to 1 slope

ACCORDING TO THE FLOOD INSURANCE RATE MAP (F.I.R.M.) OF FULTON COUNTY, PANEL NUMBERS 13121C 0328F & 13121C 0329F, DATED SEPTEMBER 18, 2013, A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA.



F.I.R.M.
(NOT TO SCALE)



VICINITY MAP
(NOT TO SCALE)

CITY OF SOUTH FULTON NOTES

FINAL PLAT APPROVAL

The Director of the of the Community 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 South Fulton Subdivision Regulations, as amended.

For the Director, Community and Regulatory Affairs — Date: 7/12/21

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

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 County nor abrogation of the City of South Fulton's right to seek reimbursement for expenses from the owner(s) of the property(ies) or the lands that generated the conditions.

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. The 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, the 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 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.

NOTE:

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.

Drainage

The owner of record, on behalf of himself (itself) and all successors in interest, specifically releases Fulton County 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 Planning and Community 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 Fulton County, nor an abrogation of Fulton County's right to seek reimbursement for expenses from the owner/s of the property or the lands that generated the conditions.

OWNER:
TRACTS 3A, 3B, 3C, 3D, AND ROAD
WALTON GEORGIA, LLC &
WALTON GA WOODBURY PARK LP
800 WESTPARK DRIVE SU

DEVELOPER
CRP/CHI FULTON INDUSTRIAL VENTURE, L.L.C.
3715 NORTHSIDE PKWY. SUITE 1-200
ATLANTA, GA. 30327

TOTAL NO. OF LOTS/ACREAGE:
NO. OF LOTS 4
TRACT 3A: 110.83± AC
TRACT 3B: 17.50± AC
TRACT 3C: 11.11± AC
TRACT 3D: 38.23± AC
ROAD: 1.74±
TOTAL OVERALL ACREAGE ±179.2
ZONING: M-2, O&I AND MIX

WATER SERVICE PROVIDED BY:
CITY OF ATLANTA
72 MARIETTA STREET, NW
ATLANTA, GEORGIA 30303

WASTEWATER SERVICE PROVIDED BY:
FULTON COUNTY SEWER DEPARTMENT
141 PRYOR STREET, SW
ATLANTA, GEORGIA 33303

MIN. LOT SIZE: NONE PER ZONING REGULATIONS

"This plat is subject to the covenants set forth in the separate documents(s) as recorded in Deed Book 53435, Pages(s) 377, which hereby becomes a part of this plat."

NARRATIVE:
THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE TAX PARCEL 14F0131 LL0040 INTO 4 COMMERCIAL TRACTS AND ONE ROAD PARCEL.

NOTE:
ALL BEARINGS SHOWN ON PLAT REFERENCE NAD83 GEORGIA STATE PLANE, WEST ZONE AND ARE CALCULATED FROM ANGLES TURNED IN THE FIELD.

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 Fulton County, the complete ownership and use of all water and sewer improvements constructed, or to be constructed in accordance with this plat, public streets, and dedicated to the use of the public forever the following:

Public Streets	1.74	acres
Public Sewer Easements	0.00	acres
Public Drainage Easements	0.00	acres
Public Parks/Open Space	0.00	acres

Owner signature block:

WALTON GA WOODBURY PARK LP, AN ALBERTA LIMITED PARTNERSHIP

BY: WALTON GA WOODBURY PARK CORPORATION, AN ALBERTA CORPORATION
ITS: GENERAL PARTNER

By: ____________
Name: William Doherty
Title: President

BY: ____________
NAME: ____________
TITLE: ____________

WALTON GEORGIA, LLC, A GEORGIA LIMITED LIABILITY COMPANY ON BEHALF OF ITSELF IN ITS CAPACITY AS OWNER AND ON BEHALF OF ALL OTHER OWNERS IN ITS CAPACITY AS MANAGER, OPERATOR OR AGENT, AS APPLICABLE.

By: Walton International Group Inc., a Nevada corporation, Its Manager
By: ____________
Name: William Doherty
Title: President

Subdivider's signature block:

CRP/CHI FULTON INDUSTRIAL II OWNER, L.L.C.,
a Delaware limited liability company

By: CRP/CHI Fulton Industrial II Venture, L.L.C.,
a Delaware limited liability company,
its sole member

By: CHI Southeast 111 Fulton II, L.P.,
a Delaware limited partnership,
its administrative member

By: CHI Development GP, L.L.C.,
a Delaware limited liability company, its general partner

By: ____________
Name: John Bateman
Title: Vice President

SURVEYOR'S 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", and their location, size, type and material is correctly shown."

Wayne A. Powers,
Surveyor's Name

Registered Georgia Land Surveyor Number 2891

GEORGIA 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 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 Surveyors and as set forth in O.C.G.A. Section 16-6-67.

11/12/20
DATE

ALL MATTERS OF TITLE ARE EXCEPTED © COPYRIGHT 2021 | MEMBER OF THE SURVEYING & MAPPING SOCIETY OF GEORGIA (SAMSOG)

SEI
SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936 fax: 770-321-3935
www.seengineering.com
LSF NO. 000913

No	ISSUED	DATE
1	REVISE TRACT 3A	12/15/20
2	COMMENTS	12/29/20
3	COMMENTS	01/04/21
4	ADD TRACT 3C&3D	01/11/21
5	ADD R/W TRACT	03/15/21
6	ATTY COMMENTS	04/23/21
7	CORRECT ZONING	05/06/21
8	COMMENTS	06/18/21

PLAT INFORMATION

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 19,644 FEET AND AN ANGULAR ERROR OF 01 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 272,360 FEET. AN ELECTRONIC TOTAL STATION WAS USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

MINOR SUBDIVISION PLAT OF TRACTS 3A, 3B, 3C & 3D OF WOODBURY PARK, A RE-SUBDIVISION OF TRACT 3 PER MINOR SUBDIVISION PLAT OF WOODBURY PARK RECORDED IN PLAT BOOK 431, PAGE 58

LOCATED IN:
LAND LOTS 118, 119, 130, 131, AND 137 OF THE 14th DISTRICT, CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA



Project No.:	1148-19-132
Surveyed By:	SEI
Field Date:	07-10-2013
Drafted By:	L. GOULD
Issue Date:	11/12/2020

1 OF 12

Plat Book 441 Page 132

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

GRID (GA WEST)

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 65°23'19" E	176.01'
L2	S 28°11'45" E	88.09'
L3	S 43°03'22" E	113.10'
L4	S 44°40'09" E	124.61'
L5	S 54°25'40" E	360.95'
L7	S 30°25'33" E	275.67'
L8	S 59°00'11" W	166.59'
L9	S 29°50'05" E	6.08'
L10	S 31°27'31" E	207.64'
L11	S 64°26'00" W	160.31'
L12	N 77°33'04" E	53.85'
L13	N 77°33'04" E	53.85'
L14	S 77°33'04" W	53.85'
L15	S 01°04'36" E	45.66'
L16	S 44°40'09" E	91.84'
L17	S 44°40'09" E	32.77'

CURVE TABLE				
CURVE	ARC LEN.	RADIUS	CHORD	DIRECTION
C1	462.05'	625.00'	451.60'	S 67°26'44" E
C2	332.44'	2762.46'	332.24'	S 32°08'42" E
C3	186.81'	2800.42'	186.77'	S 37°16'27" E
C4	116.00'	42986.32'	116.00'	S 40°44'01" E
C5	369.48'	2407.35'	369.11'	S 49°33'09" E
C6	233.26'	4249.67'	233.23'	S 53°37'02" E
C7	250.85'	3464.84'	250.80'	S 52°31'45" E
C8	338.84'	1628.93'	338.23'	S 37°56'35" E
C9	123.15'	100.00'	115.51'	S 05°26'42" W
C10	68.99'	100.00'	67.63'	S 20°57'38" W
C11	263.02'	300.00'	254.68'	S 26°18'46" W
C12	215.02'	3563.09'	214.99'	S 67°35'56" W
C13	81.29'	1915.48'	81.29'	S 62°22'52" W
C14	38.51'	719.87'	38.51'	S 62°19'09" W
C15	576.77'	3164.04'	575.98'	S 56°07'42" W
C16	186.89'	1759.90'	186.81'	S 42°57'02" W
C17	554.02'	565.00'	532.09'	S 74°21'28" E
C18	91.76'	213.00'	91.06'	N 89°53'35" E
C19	31.28'	29.50'	29.84'	N 71°51'25" E
C20	277.01'	60.50'	91.09'	S 07°21'09" E
C21	123.54'	153.00'	120.22'	N 79°18'59" W
C22	583.44'	595.00'	560.34'	S 74°21'28" E
C23	147.77'	183.00'	143.79'	S 79°18'59" E
C24	150.80'	625.00'	150.44'	S 84°27'48" W
C25	237.55'	2407.35'	237.45'	S 47°58'57" E
C26	369.48'	2407.35'	369.11'	S 49°33'09" E

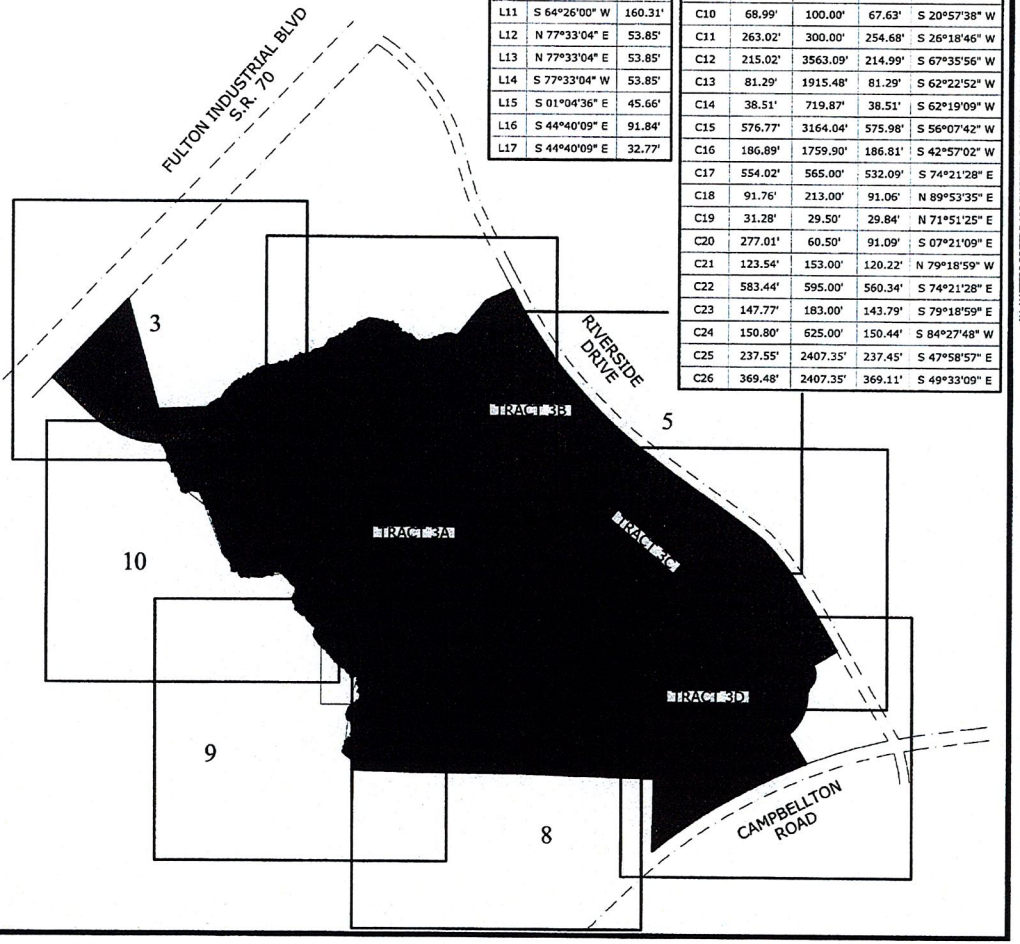
LEGEND:

RBF	REINFORCING BAR FOUND	SSE	SANITARY SEWER EASEMENT
RBS	REINFORCING BAR FOUND	POB	POINT OF BEGINNING
OTP	OPEN TOP PIPE	POC	POINT OF COMMENCEMENT
CTP	CRIMP TOP PIPE	PI	POINT OF INTERSECTION
SIB	SOLID IRON BAR	BSL	BUILDING SETBACK LINE
CMF	CONCRETE MONUMENT FOUND	DE	DRAINAGE EASEMENT
CL	CENTERLINE		CATCH BASIN
R/W	RIGHT-OF-WAY		UTILITY MANHOLE (SPECIFY TYPE)
LL	LAND LOT		DROP INLET
LLL	LAND LOT LINE		HEAD WALL
L	LINE		FLARED END SECTION (FES)
A	ARC		TELEPHONE PEDESTAL
R	RADIUS		TELEPHONE BOX
CH	CHORD		SEWER CLEANOUT
C	CURVE		FIRE HYDRANT
CONC	CONCRETE		WATER VALVE
	GUY POLE		WATER METER
	GAS VALVE		WATER SEEP
	GAS METER		WATER SPIGOT
	GAS MARKER		SIGN
	LAMP POLE		TRAFFIC BOX
	POWER POLE		PEDESTRIAN SIGNAL
	FIBER OPTIC MARKER		BOLLARD (ROUND)
	IRRIGATION CONTROL VALVE		BOLLARD (SQUARE)
	MONITORING WELL		CABLE BOX
	PRESSURE RELEASE VALVE		CENTERLINE
	PVC STUB		BORE HOLE
	POWER STUB		FENCE POST
	ELECTRIC METER		
	WETLAND FLAG		

CMP — CORRUGATED METAL PIPE
RCP — REINFORCED CONCRETE PIPE
CD — CROSS DRAIN
SS — SANITARY SEWER
X — FENCE
Z — OVERHEAD UTILITY LINE(S).

GENERAL NOTES:

1. PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE LAND SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
2. INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE RELYING ON THIS PLAT. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, ITS EMPLOYEES, ITS CONSULTANTS, ITS CONTRACTORS, AND/OR ITS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.
3. UNLESS OTHERWISE STATED HEREON, ONLY EVIDENCE OF EASEMENTS OR STRUCTURES THERETO WHICH ARE READILY APPARENT FROM A CASUAL ABOVE GROUND VIEW OF PREMISES ARE SHOWN. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO THE EXISTENCE OF ANY EASEMENT NOT DISCOVERED FROM MY CASUAL ABOVE GROUND VIEW OF THE PREMISES.
4. UNLESS STATED OTHERWISE, GOVERNMENTAL JURISDICTIONAL AREAS OR NEGATIVE EASEMENTS, IF ANY, WHICH MIGHT IMPACT ON THE USE OF THE PREMISES WERE NOT LOCATED. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS RESULTING FROM THE EXERCISE OF ANY GOVERNMENTAL JURISDICTION AFFECTING THE USE OF THE PREMISES.
5. ACCEPTANCE OF THIS SURVEY PLAT OR USE OF THE CORNER MONUMENTS FOUND OR SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREBY LIMIT THE UNDERSIGNED LIABILITY RELATED TO PROFESSIONAL NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACH OF CONTRACT TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED. FOR ADDITIONAL LIABILITY COVERAGE FROM THE UNDERSIGNED, A FEE OF 2% OF THE LIABILITY AMOUNT REQUESTED MUST BE PAID TO THE UNDERSIGNED PRIOR TO COMMENCEMENT OF THIS PROJECT.
6. REPRODUCTIONS OF THIS PLAT ARE NOT VALID UNLESS THE SEAL IS SIGNED WITH A "LIVE" SIGNATURE.
7. UNLESS OTHERWISE STATED HEREON, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
8. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67, IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.



ALL MATTERS OF TITLE ARE EXCEPTED © COPYRIGHT 2021 | MEMBER OF THE SURVEYING & MAPPING SOCIETY OF GEORGIA (SAMSOG)

No	ISSUED	DATE
1	REVISE TRACT 3A	12/15/20
2	COMMENTS	12/29/20
3	COMMENTS	01/04/21
4	ADD TRACT 3C&D	01/11/21
5	ADD R/W TRACT	03/15/21
6	ATTY COMMENTS	04/23/21
7	CORRECT ZONING	05/06/21
8	COMMENTS	06/18/21

PLAT INFORMATION

THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS COLLECTED BY USE OF A TRIMBLE R8 GPS RECEIVER AND/OAAS ERROS OF .08'. ACCORDING TO THE ANGULAR METHOD, THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO 1 FOOT IN 222,386 FEET. AN ELECTRONIC TOTAL STATION WAS USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSONS WITHOUT AN EXPRESSED RECERTIFICATION BY THE SURVEYOR MAKING SAID PERSON, PERSONS OR ENTITY.

MINOR SUBDIVISION PLAT OF TRACTS 3A, 3B, 3C & 3D OF WOODBURY PARK, A RE-SUBDIVISION OF TRACT 3 PER MINOR SUBDIVISION PLAT OF WOODBURY PARK RECORDED IN PLAT BOOK 431, PAGE 58

LAND LOTS 118, 119, 130, 131, AND 137 OF THE 14th DISTRICT, CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA

GEORGIA REGISTERED No. 2881 LAND SURVEYOR WAYNE A. POWER

SEI

SOUTHEASTERN ENGINEERING, INC.
2478 Perry Place Marietta, GA 30066
tel: 770-321-3935 fax: 770-321-3935
www.seiengineering.com
LSI NO. 000813

Project No.:	1148-19-006
Surveyed By:	SEI
Field Date:	07-10-2013
Drafted By:	L. GOULD
Issue Date:	11/12/2020

2 OF 12

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to accept the donation from Crow Holdings Industrial in the amount of $30,000
DATE:	July 27, 2021
SUBJECT:	Request Council approval to accept the donation from Crow Holdings Industrial in the amount of $30,000
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Crow Holdings Donation (PRCA)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021	
Requesting Department Parks and Recreation	**Council District(s) Affected** District 1
Requested Action 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.	
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) Donation received in the amount of $30,000.00 to the City of South Fulton for the Parks and Recreation Department to cover expenses of new and upgraded baseball equipment and scoreboards at Sandtown Park.	
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**
	4/21/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**

CITY OF SOUTH FULTON
DONATIONS FORM

TO BE COMPLETED BY THE RECIPIENT OF THE DONATION

DATE: June 7, 2021		
DEPARTMENT	**DIVISION**	**UNIT**
PRCA	Recreation	
DEPARTMENT POC	**PHONE #**	**EMAIL**
Chapin Payne	470-510-8626	chapin.payne@cityofsouthfultonga.gov

SECTION 1. DONOR CONTACT INFORMATION

NAME:	Crow Holdings Industrial
ADDRESS:	3715 Northside Parkway Building 100, Suite 200 Atlanta GA 30327
POINT OF CONTACT (NAME):	John Bateman
TELEPHONE: 214-244-4008	EMAIL: Jbateman@chindustrial.com

SECTION 2. CATEGORY OF DONATION *(check the applicable category)*	**SECTION 3. VALUE OF DONATION**
☑ Monetary	$ 30,000.00
☐ Non-Monetary	
☐ Personal Property	
☐ Real Property	
☐ Subsequent Receipt of a Pledge	

SECTION 4. APPROVALS

	Name	Signature
Department Director / POC	Chapin Payne	
Finance Department	Rachel Bembry	Rachel Bembry
City Manager	Tammi Saddler Jones	Tammi Saddler Jones
Other		

CITY COUNCIL APPROVED: ☐ **YES** ☐ **NO**

Finance Department_0001_04/20

CROW HOLDINGS
INDUSTRIAL

May 12, 2021

Tony M. Phillips
Director – Department of Parks, Recreation & Cultural Affairs
City of South Fulton
Tony.phillips@cityofsouthfultonga.gov

Dear Mr. Phillips,

This is to confirm our conversations to date that Crow Holdings will make a donation of $30,000 to the Parks Department to cover the purchase of new and upgraded baseball field equipment and scoreboards for Sandtown Park. We will send a check in the amount noted above to the City of South Fulton upon approval.

We have appreciated the support and partnership with the City of South Fulton and the Sandtown Community and are happy to make a contribution to upgrade the baseball facilities and enhance the recreational experience for the community.

Sincerely,
John Bateman
Crow Holdings Industrial
(214) 244-4008
Jbateman@chindustrial.com

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to accept the donation of 2,400 bottles of 4oz hand sanitizer from LT Printing and Promotion, LLC
DATE:	July 27, 2021
SUBJECT:	Request Council approval to accept the donation of 2,400 bottles of 4oz hand sanitizer from LT Printing and Promotion, LLC
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
LTPP Printing and Promotion Donation (CMO)	Cover Memo	7/22/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021	
Requesting Department City Manager's Office	**Council District(s) Affected** N/A

Requested Action
Request Council Approval to accept the donation of 2,400 bottles of 4oz hand sanitizer from LT Printing & Promotion, LLC with a monetary value of $6,936.00.

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)
LT Printing & Promotion, LLC would like to donate 2,400 bottles of hand sanitizer to the City of South Fulton to assist employees and constituents. The hand sanitizers are 4oz bottles valued at $2.89 each with a total monetary value of $6,936.00.

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
		6/25/21

Assistant City Manager Approval	City Attorney Approval	City Manager Approval
6-24-21		

CITY OF SOUTH FULTON
DONATIONS FORM

TO BE COMPLETED BY THE RECIPIENT OF THE DONATION

DATE: June 23, 2021		
DEPARTMENT	**DIVISION**	**UNIT**
City Manager's Office	N/A	N/A
DEPARTMENT POC	**PHONE #**	**EMAIL**
Jamila Criss	407-809-7737	Jamila.Criss@cityofsouthfultonga.gov

SECTION 1. DONOR CONTACT INFORMATION

NAME:	LTPP Printing & Promotion
ADDRESS:	1201 Peachtree Street NW, #2300, Atlanta, GA 30309
POINT OF CONTACT (NAME):	Dj & Melford McRae
TELEPHONE: 404-592-2030	EMAIL: dj@ltprinting.net

SECTION 2. CATEGORY OF DONATION *(check the applicable category)*	**SECTION 3. VALUE OF DONATION**
☐ Monetary	
☑ Non-Monetary	$ 6,936.00
☐ Personal Property	
☐ Real Property	
☐ Subsequent Receipt of a Pledge	

SECTION 4. APPROVALS

	Name	**Signature**
Department Director / POC	JAMILA CRISS	Jamila Criss
Finance Department	Rachel Bembory	Rachel Bembory
City Manager	Tammi Saddler Jones	Tammi Saddler Jones
Other		

CITY COUNCIL APPROVED: ☐ **YES** ☐ **NO**

LTPP
Printing & Promotion

June 22, 2021

Jamila Criss
City Mangers Office
City of South Fulton
5440 Fulton Industrial Blvd
Atlanta, GA 30336

Dear Jamila,

It is our pleasure to donate 2,400 bottles of hand sanitizer to the great City of South Fulton on behalf of our company, LT Printing & Promotion, LLC.

The hand sanitizers are 4oz each and are valued at $2.89/each for a total of: $6,936.00. We appreciate the opportunity to donate these items to assist the employees and constituents of CoSF.

Please let us know how else we can serve you. Thank you again for the opportunity.

Kind regards,

Dj & Melford McRae
Owners of LTPP

1201 Peachtree Street NW, # 2300, Atlanta, GA 30309 • 404.592.2030 •
www.ltprinting.net

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 Old National Youth Athletic Association Facility Use Agreement renewal for the 2021 football season
DATE:	July 27, 2021
SUBJECT:	Request Council approval authorizing the City Manager to execute the Old National Youth Athletic Association Facility Use Agreement renewal for the 2021 football season
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Old National Youth Athletic Association Facility Use Agreement (PRCA)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021	
Requesting Department Parks and Recreation	**Council District(s) Affected** District 6

Requested Action

Request for Council to approve the renewal of the Old National Youth Athletic Association Facility Use Agreement

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)

City of South Fulton Parks and Department provides a diverse offering of youth athletic programs. Our athletic programs are implemented with an emphasis on the physical, social, and emotional development of all our youth participants. Our 2021 objective for youth football is to safely re-engage our youth football participants with a hybrid operations model. South Fulton Parks and Recreation and our established athletic associations will work together to provide a high level of service and quality athletic programming.

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
	7/15/21

Assistant City Manager Approval	City Attorney Approval	Approval
7.14.21	7/13/21	7/15/2021

CITY OF SOUTH FULTON
DEPARTMENT OF PARKS & RECREATION
FACILITY USE AGREEMENT

This Agreement made and entered into this 27th day of July 2021 ("Effective Date"), by and between **City of South Fulton, Georgia** (hereinafter "**City**") and **Old National Park Athletic Association,** a non-profit organization, (hereinafter "**Association**"). City and Association are referred to each a "Party" and, collectively, the "Parties" to this Agreement.

RECITALS:

Whereas, the Association and the City are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of the City; and

Whereas, the Association desires to conduct youth athletic activities (Baseball and Football) at the City's facilities located at **2400 Pleasant Hill Road, South Fulton, Georgia 30349** and make improvements as approved by the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

A. RESPONSIBILITIES OF THE PARTIES

1. **The City agrees to:**

(a) Allow the use of the existing facility to said Athletic Association under expressed terms and conditions set forth by City of South Fulton.

(b) Provide a prepared field at the beginning of the season. Repair all fences, gates, backstops, park buildings and structures as needed.

(c) Clean rest rooms on Monday, Wednesday, Friday (daily when time and schedules allow).

(d) Empty all trash cans a minimum of once a week (twice a week when workload permits).

(e) Mow the grass on the playing field once a week when weather allows.

(f) Pay all utility bills on athletic fields.

(g) Oversee player and coach certifications

(h) Provide the Athletic Association with the Parks & Recreation Emergency Plan

2. **The Association agrees to:**

(a) Provide a youth sports program as a service to the City in accordance with all guidelines set forth by the Policies & Procedures for Youth Athletic Associations Operating on City of South Fulton Property. The Association will adhere to and abide by Sections I through IV of the Policies and Procedures for Athletic Associations Operating on City of South Fulton Property which is incorporated and made a part of this Facility Use Agreement.

(b) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.

(c) Reinvest the following services and/or provisions into the City of South Fulton facility listed above:

- Dragging, raking and lining the fields during the season.
- Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
- Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the proper trash receptacles at the conclusion of each activity (practice, games, etc...). Failure to remove trash on a daily basis will result in an organization suspension.

(d) The Association is responsible for daily clean-up, placing litter in the proper containers, for cleaning the concession stand. At the end of the season, (ending date on the Facility Use Permit) the Association is required to remove all supplies and equipment from the concession stand and storage buildings within seven (7) days unless permission to do otherwise is given in writing by the Department of Parks & Recreation.

- Dragging, raking and lining the fields during the season.
- Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
- Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc.

and placing all litter in the proper trash receptacles at the conclusion of each activity (practice, games, etc...). Failure to remove trash on a daily basis will result in an organization suspension.

(e) The Association must receive written permission from the City to use association locks on buildings, light boxes, and gates. When such permission is granted, the Association must furnish the City with a tagged key to each lock. Failure to supply said keys will result in the locks being cut.

(f) Obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions, or alterations which may be approved and shall become the property of the County and remain upon the said premises and be surrendered with the premises at the termination of this Agreement. Failure to obtain prior written authorization from the City can constitute cause for immediate termination of this Agreement.

(g) Maintain any and all improvements that in the opinion of the City are for the primary benefit of the user.

(h) Report all acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City of South Fulton Department of Parks and Recreation.

(i) Not use said facilities for any purpose other than that of youth athletic practices, games, meetings, clinics, and demonstrations for the promotion of the sport, community interest and welfare.

(j) Take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the term of this Agreement, and shall comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.

(k) Provide the City or any of its agents or employees access the facilities at any time during the term of this Agreement to examine, inspect, or supervise as deemed necessary.

(l) Adhere to the following safety precautions:

1) Administer activities at said facility in a safe and professional manner, having a sufficient number

of adults present to supervise all scheduled activities, from the time the first young person arrives until the last one departs. No practice or games during the school year may begin past 6:30 p.m.

2) Place a designated adult in charge of operating the field lights each night and must be sure all such lights are out before departing the area.

3) In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed away from all metal objects, equipment, backstops, fences, etc.

4) Adhere to the security recommendations set by the South Fulton Police Department for games.

5) Ensure that all coaches, team support, parents, and spectators sign a Code of Conduct prior to participating in practice, games, or team event.

B. GENERAL PROVISIONS

1. The Term of this Agreement is one year beginning July 27, 2021 through July 26, 2022.

2. Each party may terminate this Agreement without further obligation by giving the other thirty (30) days' notice in writing. If the Association defaults on any obligation under this Agreement or violates any term hereof, the City may terminate the Agreement.

3. Association **s**hall maintain or cause to be maintained, insurance in such amounts and covering such risks as is reasonable and customary for the activities for which it is engaged.

4. Association shall comply with all applicable federal, state and local laws, and regulations in performing its duties, responsibilities and obligations under this Agreement.

5. This Agreement may be modified only by a written agreement, signed by both the Association President the City Manager and City Council.

6. The Association shall pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by

the City because of the violation or alleged violation of any terms or provisions of this Agreement.

7. Any breach of this Agreement by Association may result in the loss of the athletic fields permit(s).

8. For the purpose of this Agreement, any notices required to be given shall be hand delivered or mailed sent to:
Association

President of the Association
2400 Pleasant Hill Road,
South Fulton, Georgia 30349

City of South Fulton Department of Parks & Recreation
5565 Stonewall Tell Rd, College Park, GA 30349
Attention: Parks & Recreation Director

9. The City has the right to cancel any scheduled activity on an athletic field during bad weather when it is determined that such activity would damage the field. Persistent damage to City facilities by Association will result in the Association being prohibited from using City facilities.

10. The Association agrees to defend, indemnify and hold harmless the City, its officers, directors, employees, agents and representatives from and against any and all losses, third party claims, damages, liabilities, costs and expenses caused by, relating to, or arising out of any act or omission by Association, its directors, officers, employees, agents or representatives in connection with this Agreement.

11. The rights of the City under this Agreement shall be cumulative and the failure of the City to exercise promptly any right shall not operate to forfeit any of those rights.

<<Signature Page Follows>>

The Parties hereto by their authorized representatives have executed this Agreement as of the Effective Date.

_____
Tammi Saddler Jones, City Manger
City of South Fulton

_____
Joy Marshall, Interim Director
Department of Parks and Recreation

Approved as to form:

_____
Vincent D. Hyman, City Attorney

Attest:

_____
Corey Adams
Clerk of the City Council

_____
Tony Davis, President
Old National Youth Athletic Association

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 Sandtown Youth Athletic Association Facility Use Agreement renewal for the 2021 football season
DATE:	July 27, 2021
SUBJECT:	Request Council approval authorizing the City Manager to execute the Sandtown Youth Athletic Association Facility Use Agreement renewal for the 2021 football season
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Sandtown Youth Athletic Association Facility Use Agreement (PRCA)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021	
Requesting Department Parks and Recreation	**Council District(s) Affected** District 1

Requested Action

Request for Council to approve the renewal of the Sandtown Youth Athletics Association Facility Use Agreement

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)

City of South Fulton Parks and Department provides a diverse offering of youth athletic programs. Our athletic programs are implemented with an emphasis on the physical, social, and emotional development of all our youth participants. Our 2021 objective for youth football is to safely re-engage our youth football participants with a hybrid operations model. South Fulton Parks and Recreation and our established athletic associations will work together to provide a high level of service and quality athletic programming.

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
	7/15/21

Assistant City Manager Approval	City Attorney Approval	City Manager Approval
	7/13/21	7/15/2021

CITY OF SOUTH FULTON
DEPARTMENT OF PARKS & RECREATION
FACILITY USE AGREEMENT

This Agreement made and entered into this 27th day of July 2021 ("Effective Date"), by and between **City of South Fulton, Georgia** (hereinafter "**City**") and **Sandtown Youth Athletic Association,** a non-profit organization, (hereinafter "**Association**"). City and Association are referred to each a "Party" and, collectively, the "Parties" to this Agreement.

RECITALS:

Whereas, the Association and the City are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of the City; and

Whereas, the Association desires to conduct youth athletic activities (Baseball and Football) at the City's facilities located at **5320 Campellton Road, SW, South Fulton, Georgia 30331** and make improvements as approved by the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

A. RESPONSIBILITIES OF THE PARTIES

1. **The City agrees to:**

(a) Allow the use of the existing facility to said Athletic Association under expressed terms and conditions set forth by City of South Fulton.

(b) Provide a prepared field at the beginning of the season. Repair all fences, gates, backstops, park buildings and structures as needed.

(c) Clean rest rooms on Monday, Wednesday, Friday (daily when time and schedules allow).

(d) Empty all trash cans a minimum of once a week (twice a week when workload permits).

(e) Mow the grass on the playing field once a week when weather allows.

(f) Pay all utility bills on athletic fields.

(g) Oversee player and coach certifications

(h) Provide the Athletic Association with the Parks & Recreation Emergency Plan

2. **The Association agrees to:**

(a) Provide a youth sports program as a service to the City in accordance with all guidelines set forth by the Policies & Procedures for Youth Athletic Associations Operating on City of South Fulton Property. The Association will adhere to and abide by Sections I through IV of the Policies and Procedures for Athletic Associations Operating on City of South Fulton Property which is incorporated and made a part of this Facility Use Agreement.

(b) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.

(c) Reinvest the following services and/or provisions into the City of South Fulton facility listed above:

- Dragging, raking and lining the fields during the season.
- Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.

- Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the proper trash receptacles at the conclusion of each activity (practice, games, etc...). Failure to remove trash on a daily basis will result in an organization suspension.

(d) The Association is responsible for daily clean-up, placing litter in the proper containers, for cleaning the concession stand. At the end of the season, (ending date on the Facility Use Permit) the Association is required to remove all supplies and equipment from the concession stand and storage buildings within seven (7) days unless permission to do otherwise is given in writing by the Department of Parks & Recreation.

- Dragging, raking and lining the fields during the season.

- Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.

- Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the proper trash receptacles at the conclusion of each activity (practice, games, etc...). Failure to remove trash on a daily basis will result in an organization suspension.

(e) The Association must receive written permission from the City to use association locks on buildings, light boxes, and gates. When such permission is granted, the Association must furnish the City with a tagged key to each lock. Failure to supply said keys will result in the locks being cut.

(f) Obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions, or alterations which may be approved and shall become the property of the County and remain upon the said premises and be surrendered with the premises at the termination of this Agreement. Failure to obtain prior written authorization from the City can constitute cause for immediate termination of this Agreement.

(g) Maintain any and all improvements that in the opinion of the City are for the primary benefit of the user.

(h) Report all acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City of South Fulton Department of Parks and Recreation.

(i) Not use said facilities for any purpose other than that of youth athletic practices, games, meetings, clinics, and demonstrations for the promotion of the sport, community interest and welfare.

(j) Take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the term of this Agreement, and shall comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.

(k) Provide the City or any of its agents or employees access the facilities at any time during the term of this Agreement to examine, inspect, or supervise as deemed necessary.

(l) Adhere to the following safety precautions:

1) Administer activities at said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first young person arrives until the last one departs. No practice or games during the school year may begin past 6:30 p.m.

2) Place a designated adult in charge of operating the field lights each night and must be sure all such lights are out before departing the area.

3) In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed away from all metal objects, equipment, backstops, fences, etc.

4) Adhere to the security recommendations set by the South Fulton Police Department for games.

5) Ensure that all coaches, team support, parents, and spectators sign a Code of Conduct prior to participating in practice, games, or team event.

B. GENERAL PROVISIONS

1. The Term of this Agreement is one year beginning July 27, 2021 through July 26, 2022.

2. Each party may terminate this Agreement without further obligation by giving the other thirty (30) days' notice in writing. If the Association defaults on any obligation under this Agreement or violates any term hereof, the City may terminate the Agreement.

3. Association shall maintain or cause to be maintained, insurance in such amounts and covering such risks as is reasonable and customary for the activities for which it is engaged.

4. Association shall comply with all applicable federal, state and local laws, and regulations in performing its duties, responsibilities and obligations under this Agreement.

5. This Agreement may be modified only by a written agreement, signed by both the Association President the City Manager and City Council.

6. The Association shall pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City because of the violation or alleged violation of any terms or provisions of this Agreement.

7. Any breach of this Agreement by Association may result in the loss of the athletic fields permit(s).

8. For the purpose of this Agreement, any notices required to be given shall be hand delivered or mailed sent to:
Association
President of the Association
5439 Rosehall Place,
Atlanta, Georgia 30349

City of South Fulton Department of Parks & Recreation
5565 Stonewall Tell Rd, College Park, GA 30349
Attention: Parks & Recreation Director

9. The City has the right to cancel any scheduled activity on an athletic field during bad weather when it is determined that such activity would damage the field. Persistent damage to City facilities by Association will result in the Association being prohibited from using City facilities.

10. The Association agrees to defend, indemnify and hold harmless the City, its officers, directors, employees, agents and representatives from and against any and all losses, third party claims, damages, liabilities, costs and expenses caused by, relating to, or arising out of any act or omission by Association, its directors, officers, employees, agents or representatives in connection with this Agreement.

11. The rights of the City under this Agreement shall be cumulative and the failure of the City to exercise promptly any right shall not operate to forfeit any of those rights.

<<Signature Page Follows>>

The Parties hereto by their authorized representatives have executed this Agreement as of the Effective Date.

_____
Tammi Saddler Jones, City Manger
City of South Fulton

_____
Joy Marshall, Interim Director
Department of Parks and Recreation

Approved as to form:

_____
Vincent D. Hyman, City Attorney

Attest:

_____
Corey Adams
Clerk of the City Council

_____
Alan Kelly, President
Sandtown Youth Athletic Association

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 Welcome All Athletic Association Facility Use Agreement renewal for the 2021 football season
DATE:	July 27, 2021
SUBJECT:	Request Council approval authorizing the City Manager to execute the Welcome All Athletic Association Facility Use Agreement renewal for the 2021 football season
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Welcome All Athletic Association Facility Use Agreement (PRCA)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Parks and Recreation	District 3

Requested Action

Request for Council to approve the renewal of the Welcome All Athletic Association Facility Use Agreement

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)

City of South Fulton Parks and Department provides a diverse offering of youth athletic programs. Our athletic programs are implemented with an emphasis on the physical, social, and emotional development of all our youth participants. Our 2021 objective for youth football is to safely re-engage our youth football participants with a hybrid operations model. South Fulton Parks and Recreation and our established athletic associations will work together to provide a high level of service and quality athletic programming.

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**
	7/15/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
	7/13/21	7/15/2021

CITY OF SOUTH FULTON
DEPARTMENT OF PARKS & RECREATION
FACILITY USE AGREEMENT

This Agreement made and entered into this 27th day of July 2021 ("Effective Date"), by and between **City of South Fulton, Georgia** (hereinafter "**City**") and **Welcome All Athletic Association,** a non-profit organization, (hereinafter "**Association**"). City and Association are referred to each a "Party" and, collectively, the "Parties" to this Agreement.

RECITALS:

Whereas, the Association and the City are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of the City; and

Whereas, the Association desires to conduct youth athletic activities (Baseball and Football) at the City's facilities located at **4255 Will Lee Road, South Fulton, Georgia 30349** and make improvements as approved by the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

A. RESPONSIBILITIES OF THE PARTIES

1. **The City agrees to:**

(a) Allow the use of the existing facility to said Athletic Association under expressed terms and conditions set forth by City of South Fulton.

(b) Provide a prepared field at the beginning of the season. Repair all fences, gates, backstops, park buildings and structures as needed.

(c) Clean rest rooms on Monday, Wednesday, Friday (daily when time and schedules allow).

(d) Empty all trash cans a minimum of once a week (twice a week when workload permits).

(e) Mow the grass on the playing field once a week when weather allows.

(f) Pay all utility bills on athletic fields.

(g) Oversee player and coach certifications

(h) Provide the Athletic Association with the Parks & Recreation Emergency Plan

2. **The Association agrees to:**

(a) Provide a youth sports program as a service to the City in accordance with all guidelines set forth by the Policies & Procedures for Youth Athletic Associations Operating on City of South Fulton Property. The Association will adhere to and abide by Sections I through IV of the Policies and Procedures for Athletic Associations Operating on City of South Fulton Property which is incorporated and made a part of this Facility Use Agreement.

(b) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.

(c) Reinvest the following services and/or provisions into the City of South Fulton facility listed above:

- Dragging, raking and lining the fields during the season.
- Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
- Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the proper trash receptacles at the conclusion of each activity (practice, games, etc...). Failure to remove trash on a daily basis will result in an organization suspension.

(d) The Association is responsible for daily clean-up, placing litter in the proper containers, for cleaning the concession stand. At the end of the season, (ending date on the Facility Use Permit) the Association is required to remove all supplies and equipment from the concession stand and storage buildings within seven (7) days unless permission to do otherwise is given in writing by the Department of Parks & Recreation.

- Dragging, raking and lining the fields during the season.
- Keeping the announcer's booth, concession stand, and rest rooms clean and safe during the activity.
- Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc.

and placing all litter in the proper trash receptacles at the conclusion of each activity (practice, games, etc...). Failure to remove trash on a daily basis will result in an organization suspension.

(e) The Association must receive written permission from the City to use association locks on buildings, light boxes, and gates. When such permission is granted, the Association must furnish the City with a tagged key to each lock. Failure to supply said keys will result in the locks being cut.

(f) Obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions, or alterations which may be approved and shall become the property of the County and remain upon the said premises and be surrendered with the premises at the termination of this Agreement. Failure to obtain prior written authorization from the City can constitute cause for immediate termination of this Agreement.

(g) Maintain any and all improvements that in the opinion of the City are for the primary benefit of the user.

(h) Report all acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City of South Fulton Department of Parks and Recreation.

(i) Not use said facilities for any purpose other than that of youth athletic practices, games, meetings, clinics, and demonstrations for the promotion of the sport, community interest and welfare.

(j) Take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the term of this Agreement, and shall comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.

(k) Provide the City or any of its agents or employees access the facilities at any time during the term of this Agreement to examine, inspect, or supervise as deemed necessary.

(l) Adhere to the following safety precautions:

1) Administer activities at said facility in a safe and professional manner, having a sufficient number

of adults present to supervise all scheduled activities, from the time the first young person arrives until the last one departs. No practice or games during the school year may begin past 6:30 p.m.

2) Place a designated adult in charge of operating the field lights each night and must be sure all such lights are out before departing the area.

3) In the event of lightning, for the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed away from all metal objects, equipment, backstops, fences, etc.

4) Adhere to the security recommendations set by the South Fulton Police Department for games.

5) Ensure that all coaches, team support, parents, and spectators sign a Code of Conduct prior to participating in practice, games, or team event.

B. GENERAL PROVISIONS

1. The Term of this Agreement is one year beginning July 27, 2021 through July 26, 2022.

2. Each party may terminate this Agreement without further obligation by giving the other thirty (30) days' notice in writing. If the Association defaults on any obligation under this Agreement or violates any term hereof, the City may terminate the Agreement.

3. Association shall maintain or cause to be maintained, insurance in such amounts and covering such risks as is reasonable and customary for the activities for which it is engaged.

4. Association shall comply with all applicable federal, state and local laws, and regulations in performing its duties, responsibilities and obligations under this Agreement.

5. This Agreement may be modified only by a written agreement, signed by both the Association President the City Manager and City Council.

6. The Association shall pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by

the City because of the violation or alleged violation of any terms or provisions of this Agreement.

7. Any breach of this Agreement by Association may result in the loss of the athletic fields permit(s).

8. For the purpose of this Agreement, any notices required to be given shall be hand delivered or mailed sent to:
Association
President of the Association
P.O. Box 935,
Red Oak Georgia 30272

City of South Fulton Department of Parks & Recreation
5565 Stonewall Tell Rd, College Park, GA 30349
Attention: Parks & Recreation Director

9. The City has the right to cancel any scheduled activity on an athletic field during bad weather when it is determined that such activity would damage the field. Persistent damage to City facilities by Association will result in the Association being prohibited from using City facilities.

10. The Association agrees to defend, indemnify and hold harmless the City, its officers, directors, employees, agents and representatives from and against any and all losses, third party claims, damages, liabilities, costs and expenses caused by, relating to, or arising out of any act or omission by Association, its directors, officers, employees, agents or representatives in connection with this Agreement.

11. The rights of the City under this Agreement shall be cumulative and the failure of the City to exercise promptly any right shall not operate to forfeit any of those rights.

<<Signature Page Follows>>

The Parties hereto by their authorized representatives have executed this Agreement as of the Effective Date.

_____
Tammi Saddler Jones, City Manger
City of South Fulton

_____
Joy Marshall, Interim Director
Department of Parks and Recreation

Approved as to form:

_____
Vincent D. Hyman, City Attorney

Attest:

_____
Corey Adams
Clerk of the City Council

_____
Gregory Browning, President
Welcome All Youth Athletic Association

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 purchase a 2020 Ford F-150 Super Cab Truck from Wade Ford in an amount not to exceed $27,222
DATE:	July 27, 2021
SUBJECT:	Request Council approval to purchase a 2020 Ford F-150 Super Cab Truck from Wade Ford in an amount not to exceed $27,222
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
2020 F-150 Super Cab (PD)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
POLICE	ALL

Requested Action

Approval to purchase a 2020 Ford F-150 Super Cab Truck to be used by our Parks Rangers Unit.

Requirements for Council Action (City specific Council policy, statute or code requirement)

Approval of purchase in excess of $25,000.00. 2020 Ford F-150 Super Cab Truck from Wade Ford for $27,222.00 along with aftermarket equipment (radio, camera, outfitting, etc.)

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The SFPD - Special Operations Division - Park Rangers Unit recently purchased two (2) all-terrain vehicles (ATVs) along with a transport trailer to properly patrol the city's parks and trails. The F-150 truck will be used to transport the ATVs and officers to the city's parks to deter illegal activities, secure facilities, and provide a safe presence of law enforcement for park goers.

Funding Source (if applicable)

General Fund - Vehicles Expense Line (100-3210-54-2200)

Financial Impact (if applicable)

N/A

Financial Impact Statement Received Yes ☐ No ☑

Legislative Process Complete Yes ☐ No ☐

Department Director Approval	**Finance Director Approval**
Keith Meadows (Jul 13, 2021 10:17 EDT)	Rachel Bembry (Jul 13, 2021 10:20 EDT)

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
		Tammy Seldon Jones

2020 F-150 Super Cab

WADE FORD Government Sales 3860 South Cobb Drive Smyrna, GA 30080

Includes: SuperCab,5.0L V-8, auto trans, A/C, AM/FM radio, vinyl 40/20/40 seats, 6.5' bed, P245/70R17 tires, back up Cam

Order	Code	Options		Total	Order	Body / Equipment		Total
1	W1C/E	Crew Cab upgrade	$2,480.00	$2,480.00		924 Privacy Glass	$97.00	$0.00
	99B	3.3L V-6	($1,222.00)	$0.00		57Q Rear Defroster	$210.00	$0.00
	861	XL SPORT APPERANCE PKG	$725.00	$0.00	1	52P Sync 3	$525.00	$525.00
1	99P	2.7L V-6 EcoBoost Engine	$995.00	$995.00		60M Ford Pass Connect	$215.00	$0.00
	X1C/E	4 x 4	$3,969.00	$0.00		BoxLink	$80.00	$0.00
	413	Skid Plates	$148.00	$0.00		STX Apperance Pkg	$1,995.00	$0.00
	T7H	LT265/70Rx17 AT tires	$281.00	$0.00		XL Sport Appearance Pkg	$760.00	$0.00
	157"	Super Cab 8 ft bed	$68.00	$0.00		STX Sport Cloth	$287.00	$0.00
1	85A	Power Windows & Locks	$1,080.00	$0.00				$0.00
								$0.00
	76R	Reverse Sensing System	$254.00	$0.00		59S LED Spot Lights	$165.00	$0.00
	54R	Power Trailer Tow Mirrors	$287.00	$0.00				
1	942	Daytime Running lights	$43.00	$43.00				
	XH9/XB6	Limited Slip Axle 3.55/3.73	$359.00	$0.00				
	XL*	E Locker Axle	$450.00	$0.00				
	T7E	LT265/70R 17 AT Tires	$259.00	$0.00				
	53A	Trailer Tow Pkg	$925.00	$0.00				
	67T	Brake Controller	$198.00	$0.00				
	53C	Max Trailer Tow Pkg **	$817.00	$0.00				
	627	HD Payload pkg	$1,346.00	$0.00				
	64W	7 Lug Alum Wheels	$337.00	$0.00				
	54T	Trailer Tow Mirrors	$125.00	$0.00				
	53B	Class IV Trailer Hitch	$145.00	$0.00				
	18B	Running Boards	$245.00	$0.00				
	85H	Backup Alarm	$89.00	$0.00				
	63T	Tailgate Step	$325.00	$0.00				
	63S	Box Side Steps	$289.00	$0.00				
	96P	Drop In Bed Liner	$247.00	$0.00				
1	96W	Spray In Liner	$575.00	$575.00				
	586	AM/FM/CD Radio	$453.00	$0.00				
	86D	XL Décor	$98.00	$0.00				
	595	Fog Lamps	$132.00	$0.00				
	61X	XL Plus	$389.00	$0.00				
	50S	Cruise Control	$207.00	$0.00				
		101A Package	$2,350.00	$0.00				
1	168	Carpet w/ Carpet Mats	$137.00	$137.00				
		301A XLT	$4,661.00	$0.00				
	55A	Off Road Package	$664.00	$0.00				

Order		PAINT COLORS
1	J7	Magnetic

Base Vehicle	$22,342.00
Total Chassis Options	$4,230.00
Total Body Options	$525.00
Delivery Zone	$125.00
Non Standard Colors	$0.00
Sub Total	$27,222.00
discount	
Total	$27,222.00

Agency Contact	LFA99338
Phone	
Agency	NOT a Police Pickup
Address	

** Max Trailer Tow Pkg requires 99T, 627, XB6

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 additional grant funding in the amount of $7,213 from Project Safe Neighborhood (PSN)
DATE:	July 27, 2021
SUBJECT:	Request Council approval to accept additional grant funding in the amount of $7,213 from Project Safe Neighborhood (PSN)
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
PSN Grant (PD)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Police Department	N/A

Requested Action
Request to be included on July 27, 2021 city council agenda for approval to accept additional PSN FY2019 grant awarded funds in the amount of $7213.00.

Requirements for Council Action (City specific Council policy, statute or code requirement)
Chief of Police and staff recommends approvals

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

In 2019, the City of South Fulton (Police) was awarded Project Safe Neighborhood (PSN) Grant. As part of the grant proposal and budget, funding was requested to send 4 officers to the Georgia Gang Investigators Association Annual Training Conference. In June 2021, PSN grant representatives awarded supplemental funding in the amount of $7213.oo to City of South Fulton. There is no match requirement. The additional grant funding will be used by police to offset the cost of sending additional personnel to the Georgia Gang Investigators Association Annual Training Conference. Sending police personnel to this specialized training will improve the agency's ability to identify, suppress and apprehend of criminal gang networks. We request to be included on the July 27, 2021, for City Council approval to accept the additional grant funding in the amount of $7213.00.

Funding Source (if applicable)
N/A

Financial Impact (if applicable)

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval		**Finance Director Approval**
Keith Meadows (Jul 7, 2021 18:45 EDT)	Kellie Russell	Rachel McBenbury 7/13/21
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
7-13-21		Tammy Scaller Jones

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL
SUPPLEMENTAL SUBGRANT AWARD
Project Safe Neighborhood GRANT

SUBGRANTEE: City of South Fulton **SUPPLEMENTAL FEDERAL FUNDS:** $7,213

IMPLEMENTING AGENCY: City of South Fulton

PROJECT NAME: FY18 Project Safe Neighborhoods

SUBGRANT NUMBER: P18-8-002 **GRANT PERIOD:** 07/01/21-09/30/21

This award is made under the Bureau of Justice Assistance, 2018 Project Safe Neighborhoods Grant Program. The supplemental award is made in accordance with the plan set forth in the application of the subgrantee and subject to the established special conditions set under the original grant award. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

The subgrantee agrees through the execution of certified assurances to be subject to all applicable rules, regulations, and conditions of the Project Safe Neighborhoods program. This supplemental subgrant shall become effective on the beginning date of the grant period, provided that within thirty (30) days of the award execution date (below) the properly executed "Supplemental Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

Jay Neal

Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 06/30/21

SUBGRANTEE APPROVAL

Signature of Authorized Official

Typed Name & Title of Authorized Official

Employer Tax Identification Number(EIN)

REFERENCE NO.: 47122905

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

Project Safe Neighborhoods-Northern

SUBGRANT AWARD

SUBGRANTEE: City of South Fulton

IMPLEMENTING AGENCY: South Fulton, City of

PROJECT NAME: Project Safe Neighborhoods

SUBGRANT NUMBER: P18-8-002

FEDERAL FUNDS:	$ 45,348
MATCHING FUNDS:	$ 0
TOTAL FUNDS:	$ 45,348
GRANT PERIOD:	09/01/19-08/30/21

Award is hereby made in the amount and for the period shown above for a grant under the Omnibus Appropriations Act of 2007. The award is made in accordance with the plan set forth in the application of the subgrantee and subject to any attached special conditions.

The subgrantee agrees through the execution of certified assurances to be subject to all applicable rules, regulations, and conditions of the Project Safe Neighborhoods program. This subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

Jay Neal

Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 09/01/19

SUBGRANTEE APPROVAL

[signature] 10/10/19
Signature of Authorized Official Date

WILLIAM "BILL" EDWARDS - Mayor
Typed Name & Title of Authorized Official

82-1374843-000
Employer Tax Identification Number (EIN)

****

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	47122905	1	09/01/19	9		**	P18-8-002
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	22982				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Project Safe Neighborhoods	624.41	$ 45,348

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to enter into a contract with Georgia Environmental Finance Authority (GEFA) for the Solar Resiliency Phase II Grant
DATE:	July 27, 2021
SUBJECT:	Request Council approval to enter into a contract with Georgia Environmental Finance Authority (GEFA) for the Solar Resiliency Phase II Grant
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
GEFA Solar Resiliency Program (PW) 7.1.21	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Public Works	District 4

Requested Action

The Public Works Department is requesting approval from Mayor and Council to enter in a contract with Georgia Environmental Finance Authority (GEFA) for the Solar Resiliency Phase II Grant Opportunity. This program will install a 30kW Solar PV panel system and a 70kWh/10kW battery storage system at Fire Station No. 6 at a 25% match ($33,000) utilizing our Grant Fund Account. GEFA will pay the remaining 75% ($99,000).

Requirements for Council Action (City specific Council policy, statute or code requirement)

Our Public Works Department is requesting approval from Mayor and Council to execute the GEFA's phase II contract at a cost of $33,000 for Fire Station No. 6. This $33,000 match requires Mayor and Council approval due to the purchasing policy guidelines of a purchase over $25,000.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The City of South Fulton through the Georgia Resiliency Program, under the Georgia Environmental Finance Authority (GEFA), was awarded funding for Phase II of the Solar Resiliency project at 6720 Cedar Grove Road, Fire Station Number 6. Under Phase I of the grant, GDS Associates was selected to perform an assessment of our facilities and Fire Station 6 was determined to be a great candidate for the Solar Resiliency Project. The project will consist of replacing the diesel generator with a clean solar backup alternative.

The program is designed to increase resiliency and clean energy for local governments in Georgia, the GEFA program will pay for 75% of the project with a city match of 25%. The grant period for the project will begin once approved by the City and has a new anticipated completion date of winter of 2022.

Funding Source (if applicable)

Grants Funding Line $33,000

Financial Impact (if applicable)

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval	**Finance Director Approval**
6/29/21	6/29/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
	6/29/21	7/1/2021

STATE OF GEORGIA
GEORGIA ENVIRONMENTAL FINANCE AUTHORITY CONTRACT FORM

This Contract is entered into between the Georgia Environmental Finance Authority (hereinafter "GEFA"), an instrumentality of the state of Georgia (hereinafter "State") and the Contractor named below:

Contractor's Name: City of South Fulton (hereinafter the "Contractor)	Contractor's Address: 5440 Fulton Industrial Blvd SW, Atlanta, Georgia 30336
Contractor's FEI #	
Contractor's Entity Type: Public	Contract ID #:603

GEFA Administrative Information

GEFA Contract # SEP_PY2020_ResiliencyCityofSouthFulton	Subrecipient Y__ N__
E-verify:	CFDA #(s): 81.041
Research and Development:	DUNS Number:
Division: Energy Resources	Source: DOE 2020-2021
x Initial Contract _____ Amendment	Total Options to renew:
Federal Award Identification Number: DE-EE0008285	Federal Award Date: October 1, 2020
Summary of Contracted Services: Solar and Battery Backup for Resiliency at Critical Facilities	

Budget: $99,000
Commencement Date: As written
Expiration Date: April 30, 2022
Total Federal Award:

The parties agree to comply with the terms and conditions of the Contract including the following Exhibits which are part of the Contract by reference:

x Exhibit A: Scope of Services	x Exhibit B: Budget
x Exhibit C: Department of Energy	x Exhibit D: Contractor Affidavit
x Exhibit E: Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement (hereinafter "Agreement") is entered into this ___ day of _____, 20___, by and between the Georgia Environmental Finance Authority (hereinafter "GEFA"), an instrumentality of the state of Georgia, whose address is 233 Peachtree St NE, Ste 900, Atlanta, GA 30303, and City of South Fulton (hereinafter "Contractor"), whose address is 5440 Fulton Industrial Blvd SW, Atlanta, Georgia 30336 (GEFA and Contractor collectively referred to as the "Parties").

WHEREAS, GEFA is the state's energy office; and

WHEREAS, GEFA's Solar Resiliency Program will incentivize the installation of solar photovoltaic (PV) and backup batteries at critical facilities; and

WHEREAS, the Contractor will benefit from this program as it is being offered to government entities—cities, counties, K-12 schools, and state agencies—that are not eligible to receive the federal tax credit that benefits for-profit facilities; and

WHEREAS, pursuant to O.C.G.A. Section 50-23-1 *et al*, GEFA is authorized to enter into contracts for this purpose.

NOW, THEREFORE, in consideration of the mutual benefits and promises flowing each to the other, GEFA and Contractor each agree as follows:

ARTICLE 1
Services and Standards

1.1 Scope of Services. The Contractor shall provide the services (hereinafter "Services") as set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference. The Contractor may engage subcontractors to perform portions of the Services, provided that GEFA has approved, in writing, each such subcontractor and, further, providing that the Contractor remains fully responsible for all work performed by its subcontractors.

1.2 Standards. The Contractor possesses and shall perform the Services in accordance with the degree of care, learning, skill, and ability that is ordinarily possessed by other persons doing similar work in the industry governing the Services.

1.3 Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "confidential" by GEFA or non-written information and data disclosed by GEFA that is identified at the time of disclosure to the Contractor as confidential and is reduced to writing and transmitted to the Contractor within 30 days of such non-written disclosure. The Contractor agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain the confidential information in strict confidence for a period of three years from the date of termination of this Agreement. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained or discovered by the Contractor, or that is hereafter supplied to the Contractor by a third party without restriction.

1.4 Ownership and Copyright. All work product, information data, or documents produced hereunder by the Contractor and subcontractors shall be delivered to GEFA, and title thereto shall vest in GEFA regardless of the stage to which the development of the study may have progressed. In addition, the Contractor hereby expressly assigns, transfers, and otherwise quitclaims to GEFA, its heirs and assigns forever, all right, title, and interest, including all copyrights and all termination/renewal rights in such copyrights and all causes of action accruing under such copyrights, in all studies, study calculations, drawings, specifications, other data, embodiments of such studies, documents, or other works of authorship produced hereunder by the Contractor, his employees, and his subcontractors. Finally, reproducible copies of all work products and other technical data shall be furnished to GEFA without cost whether the work for which they are made be executed or not. The Contractor may make and retain for its use such additional copies as it may desire.

ARTICLE 2
Term, Consideration, and Method of Payment

2.1 Term. The term of this Agreement shall commence on the date hereof and shall expire at 11:59 p.m., prevailing legal time in Atlanta, GA, on April 30, 2022, unless earlier terminated or extended as specified herein.

2.2 Consideration. In consideration of the Contractor performing the Services, GEFA shall pay the Contractor a fee of up to $99,000 (hereafter "Fee"), in accordance with the payment procedures set forth in Exhibit A, Scope of Services.

2.3 Maximum Amount Payable for Fees. GEFA shall in no event be liable for payments to the Contractor in excess of the Fee, except as expressly stated upon modification of terms as identified in Exhibit A, Scope of Services, and pursuant to Section 5.1 herein.

ARTICLE 3
Access to Records

3.1 Access and Audit. GEFA shall have access to any books, documents, papers, and records of the Contractor for the purpose of making audit examinations. Records of expenses for Services shall be kept on the basis of generally accepted accounting principles and shall be available to GEFA at mutually convenient times, but in no event more than 72 hours after a written request from GEFA is received by Contractor.

3.2 Georgia Open Records Act. All documents collected or produced by the Contractor for use by a private person, firm, or corporation pursuant to a contract or other agreement or understanding with any governmental entity are public records and are subject to disclosure by the Contractor under the Georgia Open Records Act, O.C.G.A. Section 50-18-70 *et seq* (hereinafter "Act"). Non-compliance with the Act may constitute a criminal act. Contractor shall notify GEFA no later than 24 hours after receipt of a request under the Act. Failure to comply with the Act is a material breach of this Agreement that may result in termination for cause.

ARTICLE 4
Insurance and Indemnity

4.1 Liability Insurance. For all Services provided by Contractor during the term of this Agreement, the Contractor shall maintain professional liability insurance (errors and omissions insurance) applicable to the Services being performed. If there is no professional liability insurance product applicable to the Services being performed, the Contractor shall maintain a commercial general liability policy covering the Services.

4.2 Indemnity. To the extent applicable by law, the Contractor shall, and cause any of its subcontractors to, indemnify, release, and hold GEFA, its officers, members, employees, and the state of Georgia, its departments, agencies, and instrumentalities, harmless from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by GEFA and any of its officers, members, or employees), claims, suits, and judgments to the extent arising or resulting from the delivery of Services under this Agreement. Contractor shall ensure that the provisions of this Section be included in all contracts and subcontracts.

ARTICLE 5
Contract Adjustments and Termination

5.1 Changes. No changes in this Agreement shall be allowed without the execution of a supplemental agreement or written amendment between GEFA and the Contractor.

5.2 Termination for Convenience of the Government (Without Cause). GEFA may at any time, without any reason or cause, terminate this Agreement by giving the Contractor written notice specifying the termination date; provided that in the event of termination under this provision GEFA shall pay to the Contractor all payments properly due: (i) for services already performed prior to the effective date of the termination; and (ii) for all reimbursable expenses incurred by the effective date of the termination. In the event of such termination, the Contractor shall have no claim in excess of what is allowed in this section for any sum of money as a result of or relating to such termination.

5.3 Termination for Cause. In the event the Contractor through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on its part to be performed, or if it for any cause fails to make progress in the work hereunder in a reasonable manner or if the conduct of the Contractor impairs or prejudices the interests of GEFA or violates any of the terms, covenants, or provisions of this Agreement, GEFA shall have the right to terminate this Agreement by giving the Contractor notice in writing of the fact and date of such termination, and all work product and other documents relating to the Services shall be surrendered forthwith by the Contractor to GEFA. Termination of this Agreement shall be without prejudice to any other right or remedy of GEFA.

ARTICLE 6
Miscellaneous Provisions

6.1 Matters of Interpretation.

6.1.1 No Estoppel. No course of action or failure to act by GEFA or any of its officers,

members, employees, agents, or other representatives shall serve to modify this Agreement, waive rights under it or arising from its breach, or to estop GEFA from enforcing its terms.

6.1.2 Captions. The caption of each numbered provision hereof is for identification and convenience only and shall be completely disregarded in construing this Agreement.

6.1.3 Relationship of Parties. Neither this Agreement nor any actions of the parties or their officers or employees will create any agency relationship or joint venture between GEFA and the Contractor. GEFA is not an agent or representative of the Contractor and the Contractor is not an agent or representative of GEFA.

6.1.4 Independent Contractor. The Contractor is an independent contractor and is solely responsible for maintenance and payment of any and all taxes, insurances, and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. The Contractor is not GEFA's agent or representative and has no authority to bind or commit GEFA to any agreements or other obligations.

6.1.5 Notices. Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States certified mail, return receipt requested, postage prepaid, in an envelope addressed to the parties to be notified at such party's address as follows:

AS TO GEFA:

Kelly Cutts
Georgia Environmental Finance Authority
233 Peachtree St, Ste 900
Atlanta, GA 30303
Telephone: 404-584-1089
Email: kcutts@gefa.ga.gov

AS TO CONTRACTOR:

Anou Sothsavath
City of South Fulton
5440 Fulton Industrial Blvd SW
Atlanta, Georgia 30336
Telephone: 470-352-2619
Email:
anou.sothsavath@cityofsouthfultonga.gov

6.2 Miscellaneous Provisions.

6.2.1 Minority Participation Policy. The state of Georgia encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the state encourages all companies to subcontract portions of any state contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A. Section 48-7-38.

6.2.2 Compliance with Executive Orders Concerning Ethics. The Contractor represents that it has complied in all respects with the governor's executive orders concerning ethics matters, including, but not limited to, executive order dated January 10, 2011, (establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and executive order dated October

1, 2003 (governing vendors to state agencies and disclosure and registration of lobbyists). In this regard, the Contractor certifies that any lobbyist employed or retained by the Contractor or his firm has both registered and made the required disclosures required by the executive orders, as amended.

6.2.3 Drug Free Work Place. The Contractor certifies that it has read, understands, and will comply in full with the provisions of O.C.G.A. Sections 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act."

6.2.4 Prohibition against Contingent Fees. As required pursuant to O.C.G.A. Section 50-22-6(d), the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Agreement.

6.2.5 Conflicts of Interest. The Contractor certifies that the provisions of O.C.G.A. Section 45-10-1 *et seq* concerning conflicts of interest and prohibitions of certain state officials and employees dealing with state agencies have not been and will not be violated.

6.2.6 Compliance with Federal, State and Local Laws. Contractor shall comply with the requirements for DOE grants and cooperative agreements specified in Exhibit "C," attached hereto and incorporated herein by reference.

6.2.7 Compliance with the Georgia Security and Immigration Compliance Act. Contractor certifies that it will comply with O.C.G.A. Section 13-10-91 relating to the verification of the status of newly hired employees as specified in Exhibit B, attached hereto and incorporated herein by reference.

6.2.8 Applicable Law. The law of Georgia shall govern this Agreement. In case any dispute or controversy arises between the Contractor and GEFA, either party may exercise those legal remedies as may be available to them.

6.2.9 No Assignment. The Contractor may not delegate away its responsibility and obligations under the Agreement or assign any rights it may have under it without the expressed permission of GEFA.

6.2.10 Severability. If a part of this Agreement is invalid, the parties intend to preserve the remainder if the remaining terms provide each party the substantial benefit of its bargain.

6.2.11 Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer upon any other party any right or interest whatsoever, except the parties hereto, their respective successors and assigns. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities, or limitations of liability whatsoever in this Agreement.

6.2.12 Debarment list. No contract shall be awarded to any contractor/bidder listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with executive orders 12549 and 12689, "Debarment and Suspension," 2 CFR 180 and 901 (the "Debarment list"). For contracts which in the aggregate exceed $25,000, contractor/bidder specifically warrants and represents that it is not included on the debarment List. Contractor/bidder further agrees that should it be included on the debarment list at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between GEFA and the Contractor.

6.2.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as otherwise stated, supersedes all prior understandings and writings. No provision of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of GEFA.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have each caused these presents to be duly signed, sealed and delivered by their duly authorized representatives on the ___ day of _____, 20___.

CONTRACTOR: CITY OF SOUTH FULTON

By: _____

Name: _____

Title: _____

Attest: _____

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (GEFA):

By: _____

Name: _____

Title: _____

Attest: _____

EXHIBIT A
Scope of Services

CONTRACTOR: City of South Fulton
CONTRACT #: SEP_PY2020_ResiliencyCityofSouthFulton

I. GENERAL PROVISIONS

Phase two of the Solar Resiliency Technical Assistance Program is offered to government entities (cities, counties, K-12 schools, authorities and state agencies) that are not eligible to receive the federal tax credit that benefits for-profit facilities.

This program incentivizes the installation of solar photovoltaic (PV) and backup batteries at critical facilities.

GEFA funding will not cover any costs to upgrade building electrical infrastructure. Allowable equipment for reimbursement includes:

- Solar PV panels
- Battery
- Inverter
- Racking systems
- Isolation switch
- Design and engineering

Contractors will be reimbursed after the installation is complete. All contractors must complete installation and invoice GEFA by April 30, 2022. GEFA will not reimburse for installations that are in process prior to selection.

GEFA's Solar Resiliency Technical Assistance Program funding is provided by the U.S. Department of Energy and recipients must follow federal funding guidelines. Funding will be provided after a contract is executed, and the final invoice and proof of payment has been completed and delivered to GEFA.

Contractor agrees to report biannual energy data from solar installations for a period of three years on January 10 and July 10 of each year. Failure to submit biannual data may result in repayment of the rebate to GEFA. Installations must remain operational for at least 10 years. Contractor must deliver the final invoice and proof of payment to GEFA by April 30, 2022. Failure to complete the installation by this deadline may result in forfeiture of the rebate funding.

II. NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS

Contractor will adhere to National Environmental Policy Act requirements by limiting solar electricity/photovoltaic activities as follows:

Development, implementation, and installation of on-site renewable energy technology that generates electricity from renewable resources projects are limited to appropriately sized system or unit on existing rooftops and parking shade structures; or a 60 kW system or smaller

unit installed on the ground within the boundaries of an existing facility. GEFA will consider systems over 60kW for this project but will require additional approval from DOE.

III. METHOD OF PAYMENT

Upon execution of this Agreement, Contractor shall submit a detailed invoice, in the form or content acceptable to GEFA, in its sole discretion. This project is funded, in whole or in part, with funds appropriated by the State Energy program for Georgia by the authority of the U.S. Department of Energy (DOE). The Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments. To facilitate the electronic payment of the Fee, Contractor shall also provide GEFA with a completed Automated Clearing House (ACH) agreement. GEFA shall pay the Contractor for the invoiced amount within 30 days of GEFA's approval of the invoice.

EXHIBIT B
Budget

I. BUDGET DETAIL

Project Description and Budget	
Description	
City of South Fulton Fire Station #6	
30 kW Solar + 70 kWh Battery Storage	
Installation address: 6720 Cedar Grove Road Fairburn, GA 30213	
Project estimated budget	$132,000
Estimated Contractor Contribution:	$33,000
Estimated GEFA Contribution - 75% of total project cost, up to a maximum of:	***$99,000***

EXHIBIT C
Department of Energy

I. GENERAL PROVISIONS

A. Monitoring

The DOE shall have the right to monitor and evaluate the operation of projects carried out by the Contractor through on-site inspections.

B. Reports

Contractor shall provide such reports or responses to questions, surveys, or questionnaires as GEFA or DOE determines to be necessary to carry out its responsibilities.

C. Access to Records

The DOE, the Comptroller General of the United States, or any of their authorized representatives shall have the right of access to any pertinent books, documents, papers, or other records of GEFA or the Contractor that are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

D. Record Retention

Contractor shall keep such records as DOE shall require for effective audit and performance evaluation in accordance with 10 C.F.R. Part 440 and 2 C.F.R. Part 200.333 (for nonprofit organizations, state and local governments), and 2 C.F.R. Part 910.517 (for for-profit organizations).

E. Debarment and Suspension

The Contractor shall not enter into any contract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," 2 CFR 180 and 901.

F. Copeland "Anti-Kickback" Act

The Contractor and its Subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

G. Byrd Anti-Lobbying Amendment

The Contractor and its Subcontractors shall certify that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352, and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

H. Equal Employment Opportunity

The Contractor and its Subcontractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

I. Contract Work Hours and Safety Standards Act

For construction contracts in excess of $2,000, and contracts involving the employment of mechanics or laborers in excess of $2,500, the Contractor shall comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 11/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

J. Rights to Inventions Made Under a Contract or Agreement

For contracts or agreements for the performance of experimental, developmental, or research work, the Contractor shall provide for the rights of the federal government and GEFA in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

K. Audit, Procurement and Allowable Costs

The Contractor shall comply with all applicable laws, ordinances, and codes of the federal government, including, but not limited to:

(ii) Provisions for federal audit requirements in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and the Uniform Administrative Requirements 2 C.F.R. Part 200 subpart F (for states, local governments and nonprofit organizations), and 2 C.F.R. Part 910.501 (for for-profit organizations);

(iii) Provisions for federal procurement in the Uniform Administrative Requirements 2 C.F.R. Part 200, Subpart D;

(iv) Provisions for federal cost principles in 10 C.F.R. Part 440 and Uniform Administrative Requirements Part 200, Subpart E (for state and local governments and private nonprofit organizations), and 48 C.F.R. Part 31 (for commercial organizations).

L. Nondiscrimination Policies

Contractor must comply with applicable provisions of the following national policies prohibiting discrimination:

(i) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq*), as implemented by DOE regulations at 10 CFR Part 1040;

(ii) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq*), as implemented by DOE regulations at 10 CFR Parts 1041 and 1042;

(iii) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C.6101 *et seq*), as implemented by U.S. Department of Health and Human Services regulations at 45 CFR Part 90 and DOE regulations at 10 CFR Part 1040;

(iv) On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by U.S. Department of Justice regulations at 28 CFR Part 41 and DOE regulations at 10 CFR Part 1041;

(v) On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 *et seq*) as implemented by the U.S. Department of Housing and Urban Development at 24 CFR Part 100; and

(vi) On the basis of disability in the Architectural Barriers Act of 1968(42 U.S.C. 4151 *et seq*) for the design, construction, and alteration of buildings and facilities financed with federal funds.

II. FEDERAL ASSISTANCE REPORTING

Management, Financial, and Other Reports

Upon GEFA's request, the Contractor shall assist GEFA in completing:

(i) Annual program reports in accordance with the Federal Assistance Reporting Instructions;

(ii) Quarterly and final federal financial reports in accordance with the Federal Assistance Reporting Instructions;

(iii) A final property certification.

EXHIBIT D
Contractor Affidavit under O.C.G.A. Section 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. Section 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services on behalf of the **Georgia Environmental Finance Authority** has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. Section 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. Section 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number **(E-Verify Number)**

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 20___, in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

EXHIBIT E
Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

PREPARED BY GDS ASSOCIATES, INC.

GEFA

GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY

City of South Fulton
Fire Station #6 (15)

Resiliency Feasibility Study

March 19, 2021

GDS Associates, Inc.
ENGINEERS & CONSULTANTS

GDS Associates, Inc.
ENGINEERS & CONSULTANTS

March 19, 2021

Anou Sothsavath
Deputy Director of Public Works
City of South Fulton
5440 Fulton Industrial Blvd
Atlanta, GA 30336

RE: Solar Resiliency Analysis

Dear Mr. Sothsavath:

The Georgia Environmental Financing Authority ("GEFA") and GDS Associates, Inc. ("GDS") appreciate the opportunity to visit the City of South Fulton Fire Rescue Station #6, also called #15, located at 6720 Cedar Grove Road. Attached is the first draft of the Solar and Battery Resiliency Feasibility Study for the facility. This study summarizes our initial findings and analysis with regards to the resiliency options for the facility. The price and performance information presented is analytical and may not align with vendor price quotes or proposed design.

We welcome your feedback and request the opportunity to present the report in a short meeting to be coordinated at your convenience.

Sincerely,





Rich Polich
GDS Associates, Inc.

Josh Duckwall
GDS Associates, Inc.

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1 Proposed Site



1.1 SITE DESCRIPTION

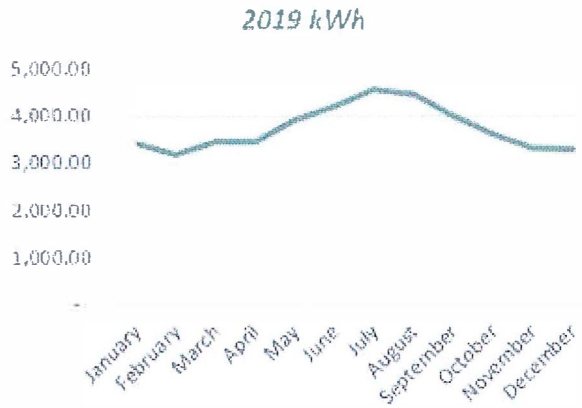
1.1.1 Building

The City of South Fulton Fire Rescue Station #6 is a single-story facility situated on Cedar Grove Road in Fulton County. The Fire Station is a modern facility and was recently constructed. A large garage with 2 doors, a kitchen, and living quarters for the staff make up the primary interior spaces. The facility operates 24 hours a day in shifts and is similar in operation to other fire stations in the state.

1.1.2 Utility Data & Load Description

The Fire Station is served by Greystone Power under a commercial power rate. Monthly load and energy consumption data was requested through the site contact as well as any monthly billings, but both were unavailable, although daily and monthly average consumption was surprisingly available. GDS developed an 8760-load shape for 12 months based on Greystone stated average daily and monthly consumption, as well as comparison to a fire station of similar characteristics, and targeted the month of August 2019 for the outage simulation.

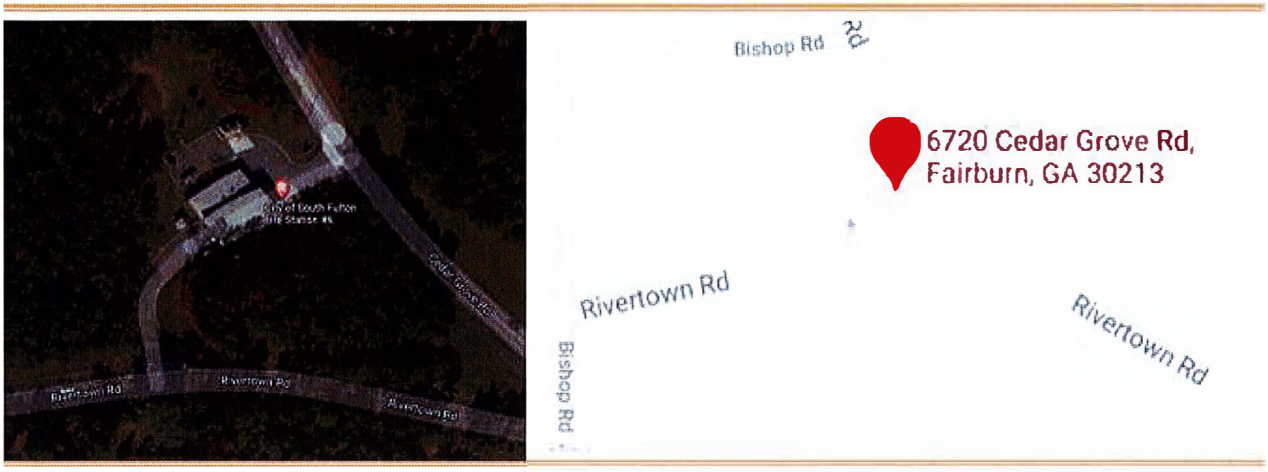
The estimated energy consumption and billed kW demand patterns of the building for the 12-month period of Jan – Dec 2019 are shown below.





1.1.3 Location

The City of South Fulton Fire Rescue Station #6 is in Fairburn, Georgia, and is located at 6720 Cedar Grove Road.



1.2 CRITICAL LOADS

1.2.1 Identification

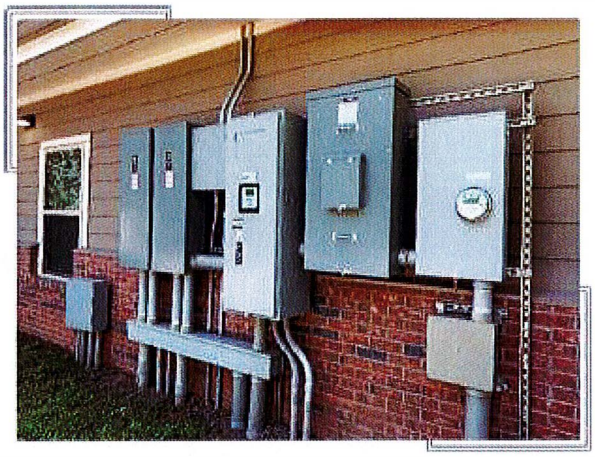
GDS Associates submitted a formal data request to the site management as part of the kickoff process to gather preliminary information on the loads considered critical for a power outage. The data request covers the operational and equipment details that are available to transmit to GDS prior to the site visit, including utility information and any existing resiliency features. The intention was to use the self-identified critical loads as a focus of the site visit and analysis, for which energy consumption in a critical event is desk calculated following the site visit, and adjusted to energy behavior that is typical of the performance in a critical event. The City provided much of this information following the site visit. As the team was unable to gain entry into the station building on the day of the site visit, some assumptions were made based on visual inspection of the interior components from afar.

A 100 kW Generac generator, approximately 6 years old, is installed at the ground level and the associated transfer switch and disconnects were located on an exterior wall in weather resistant enclosures. The generator is not assumed to be operational during the outage in our analysis. The details of the electrical service panel were unavailable during the visit, so no information is assumed for the circuited loads or overall service rating.

The Fire Station has one five-ton condensing unit and assumed gas furnace serving all zones, an assumed gas water heater, limited computers, and traditional kitchen equipment for a fire station. For this facility, normal operations do not change during a power outage. The garage doors, communication equipment, lighting, limited HVAC, and limited kitchen equipment will need to operate during a critical event. A preliminary and estimated list of major electrically powered equipment that is targeted for analysis in the critical event scenario is shown below:

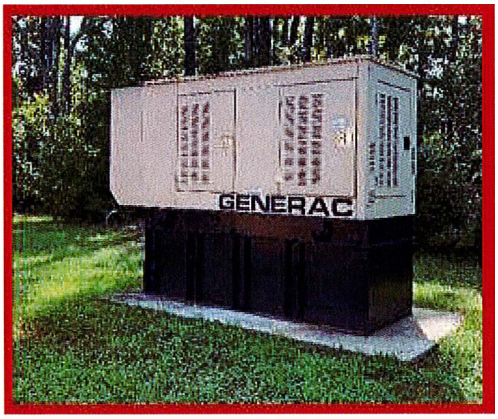
Lighting	2L 4' T8 2x4 Troffers
HP-1	Goodman GSX140601KD
Refrigerator	Standard (spec)
Fuel Pump	One diesel neck
Exhaust hood	Greenheck (spec)
Computers	Standard use (modern)

1.2.2 Energy and Demand of Critical Equipment



GDS performed a measure level analysis of power consumption and demand for the eligible equipment using a combination of nameplate information and industry standard technical reference variables. The focus of this effort is to provide a sanity check for the critical load percentage applied to the load shape later in the resiliency model software.

Critical equipment was identified in the initial client site meeting and walkthrough, and assumptions on equipment behavior are estimates. Not all equipment included in the site audit is expected to run during the critical event, so assumptions were made to reduce the run time of operating HVAC systems and limit the use of the remaining equipment in order of priority, but increase run time to account for occupancy load.

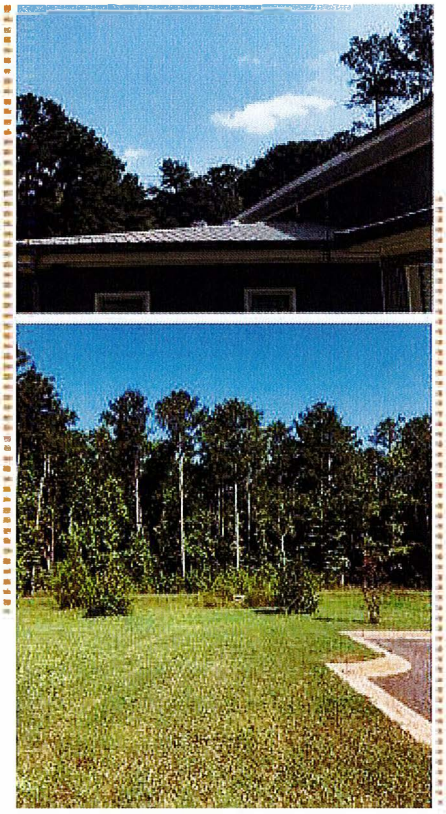


For the equipment listed above, as analyzed in a 36-hour outage, the approximate demand totals 8.3 kW at peak demand and the energy consumption over the 36-hour period is estimated at 134 kWh using nameplate performance data. This corresponds to a critical utilization of approximately 60% of the normal load in a summer month, the targeted critical outage period.

1.3 SUITABILITY FACTORS

1.3.1 Energy Efficiency Issues

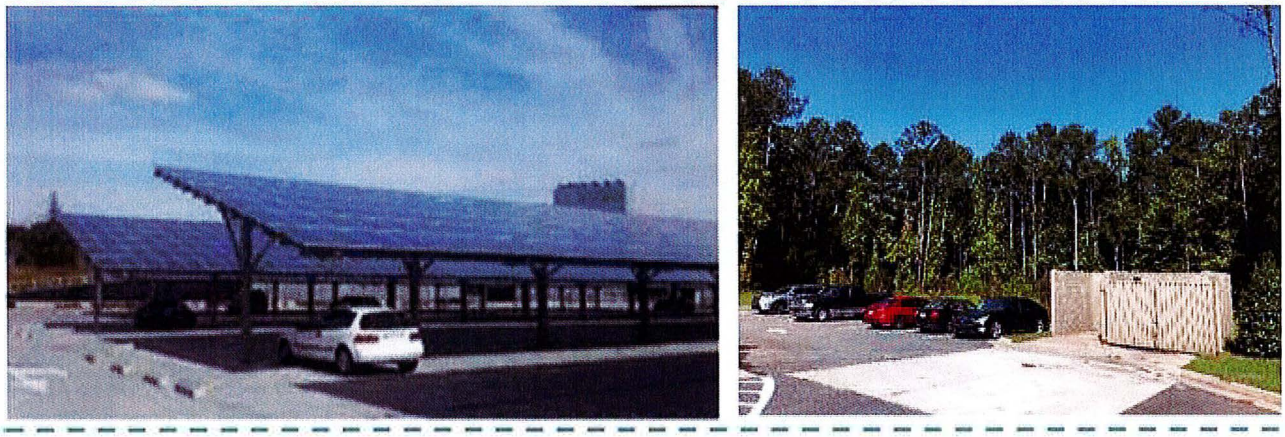
The billing data and features of the fire station are assumed to be in moderate to high efficiency, with a code minimum 14 SEER condenser likely being the biggest energy user. Envelope details and insulation appear modern and advanced for the structure, although the team did not have access to the interior. Given the age of the building, it is assumed that many of the building shell components are of moderate efficiency, including insulation levels, and lighting is unspecified at this point so T8 lighting was presumed to be present and uncontrolled.



1.3.2 Solar Suitability

To examine property suitability for solar, available panel space is often a key factor. For example, a 100-kW solar array needs about 7,000 square feet of available ground or roof space. Luckily, Fire Station 6 is well suited for multiple types of solar installation. The standing seam roof mount, ground mount, and canopy parking solar options are viable for this facility, though the roof space may not be adequate for a 15-kW installation taking up about 1,000 square feet of space. Further, an amount of solar (in kW) that exceeds the minimum solar panel system size requested for situational resiliency in this report would be suitable for ground mount in this location, barring any wetland restrictions from the land space available. It is beyond the scope of this report to examine the full potential of site solar, but this option should be pursued.

The solar parking canopy options are also attractive as the personnel or volunteer vehicles would see year-round shading and protection from the elements. Solar performance impacts from nearby trees will need to be taken into account if considering the canopy solar, but at an estimated install price of $1.25/watt (excluding balance of system), the economics may be suitable for at least a portion of the desired solar to be a parking lot canopy installation.



2 Resiliency Solution

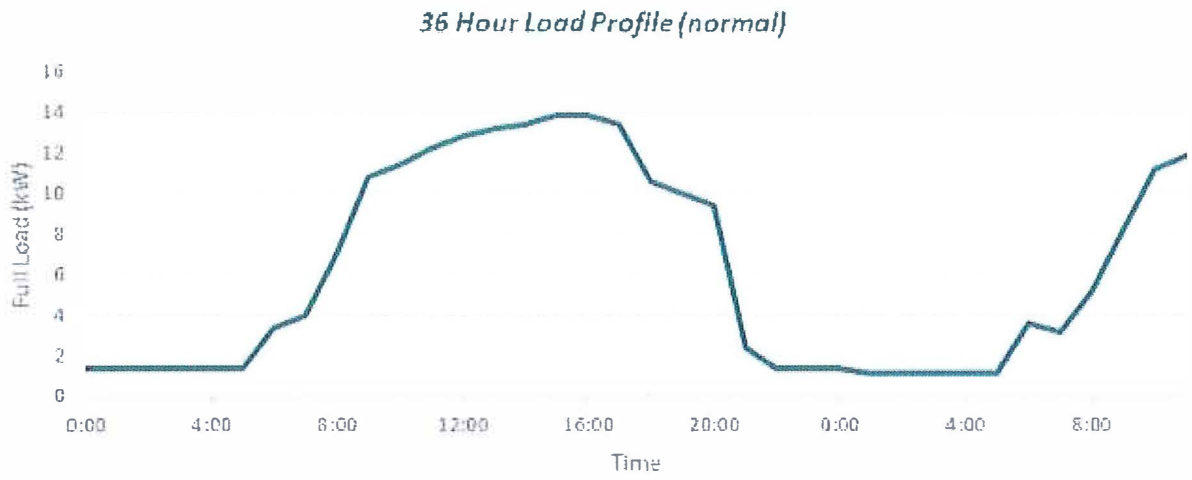
2.1 TARGETED OUTAGE

The GDS team developed a solar and battery dispatch model that utilizes the facility load profile, estimated solar performance, and battery performance of a standard efficiency lithium-ion battery, in a resiliency only mode, sized to meet the peak demands of the critical load. Our team looked at a 36-hour power outage scenario with 60% of the normal load surviving, considered the critical load. The GDS tool provides useful performance data of typical installations and allows for economic adjustments to suit the individual characteristics of the facility and resiliency scenarios. The 100 kw Generac generator is not assumed to be running in our analysis.

For the South Fulton Fire Station #6, the team chose to model an outage occurring in the middle of August in order to capture increased run time of HVAC equipment that would otherwise be offset by human and equipment heat load in the winter. The event began at midnight on a weekday in the middle of August, utilizing weather data and load shape information designed by GDS.

2.2 LOAD PROFILE

To provide the best fit model results, GDS chose to build an hourly load shape for the facility based on available monthly utility billing data, extrapolated to hourly impacts and has provided a typical load profile in the graph below for reference. As the focus here is on a reduced load profile during a grid disconnected outage, the load shape is only used to inform the behavior outside of the event analysis for comparison purposes. As the load and energy consumption patterns were created without utility billing information for each month, the load is only considered typical in the chart below:



2.3 SOLAR

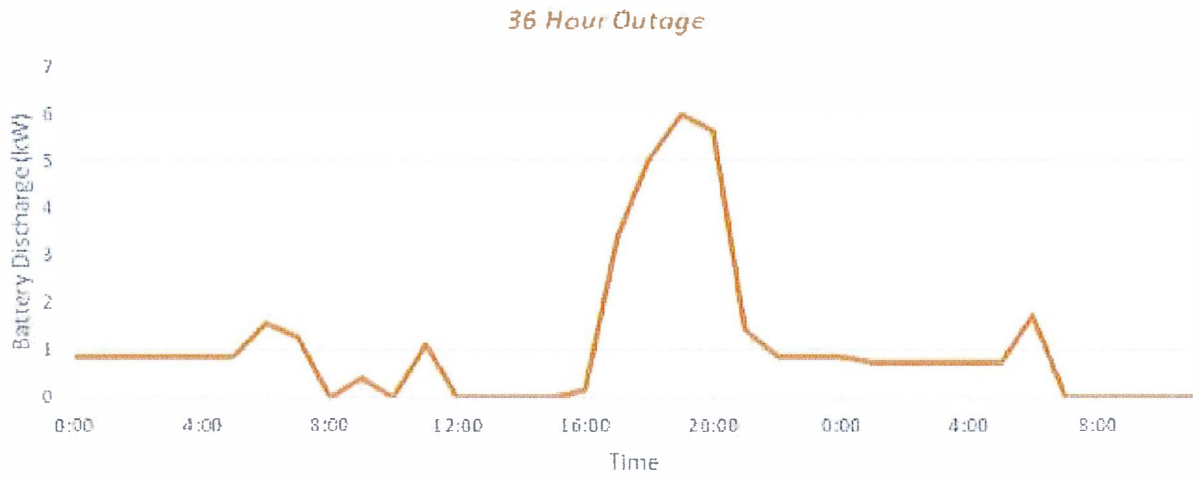
Although there will be installation price differences between roof-mount, ground-mount, or solar canopy installations on a cost per watt basis, these differences should be nominal and primarily dependent on associated infrastructure costs determined by the proposing solar vendor. For this facility, a conservative **15-kW solar system** would have sufficient capacity for the designed outage and is a major factor in the sizing of the battery system, as it reduces the needed capacity and duration of the system. Reducing the size of the solar project would cause the battery system to increase in estimated kWh and kW capacity, with the converse being true to a point. As this is a resiliency model project, an assumption was made that adverse weather or significant cloud cover have been reduced or subsided at the beginning of the critical outage and solar irradiance is at normal conditions.

2.4 BATTERY

For the event duration analyzed, the GDS analysts assumed a lithium-ion installation that minimizes the life cycle cost of energy at the site. The battery power (kW) and capacity (kWh) are independently optimized for resiliency, this optimized size is not guaranteed to be commercially available. Further, there are many configurations of battery systems, such as the Sonnen Eco that internally incorporates inverters and transfer switches in order to reduce external infrastructure requirements. It is not the intention of this report to provide detailed design documents, but rather advise on the facility's critical event battery capacity scenarios. Considering a 36-hour resiliency outage at Public Works, the nominal battery performance specifications required are **6 kW** and **41 kWh**, for power and capacity, respectively. Included in section of 4 of this report is a sample of available battery technologies and features.

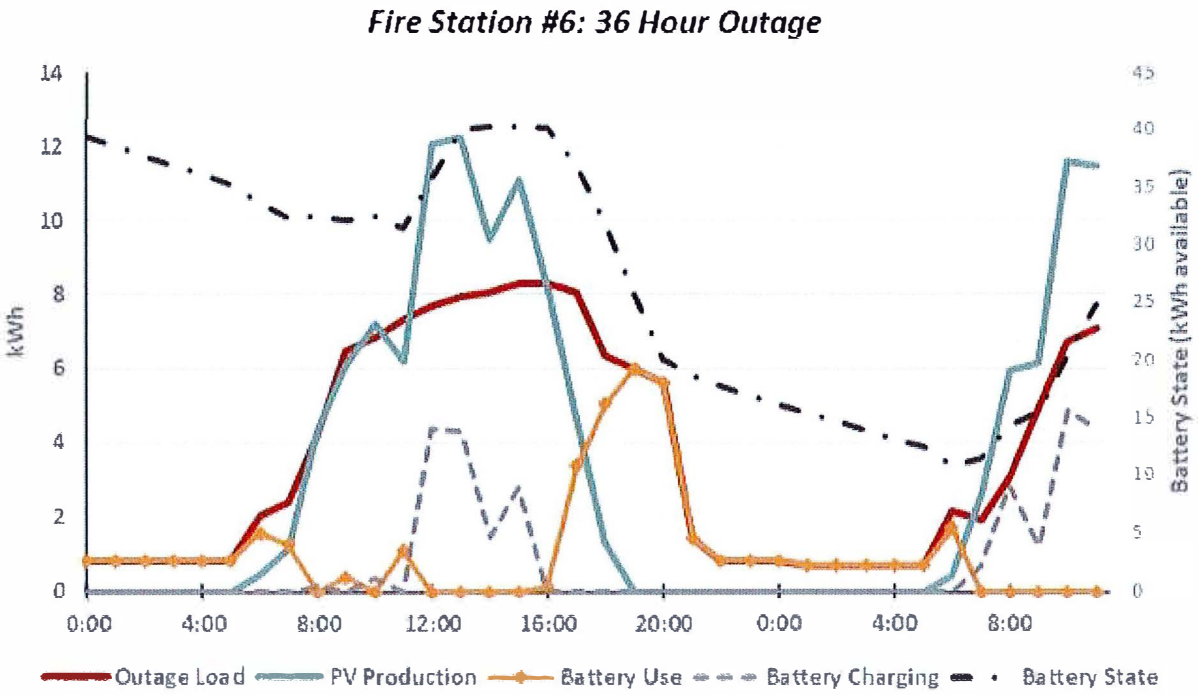
2.4.1 36-Hour Event

As previously mentioned, the battery needed for a 60% critical load, 36-hour outage event has an ideal nominal capacity of **41 kWh** and a power capacity of **6 kW.** The battery will dispatch power to serve the critical load in a behavior pattern similar to the chart below, for the projected outage. The bulk of the battery demand is in the late afternoon and evening hours, after the solar generation has subsided.



2.5 **PERFORMANCE MODEL**

The **36-Hour** Resiliency Dispatch Model is provided below, showing the different patterns of energy data from the onset of the outage through the end of the event.



A detailed hourly dispatch model showing the theoretical interaction of the facility load, PV, and battery system was used to develop the graphs above and can be shared upon request.

3 Project Economics

3.1 ECONOMIC MODEL

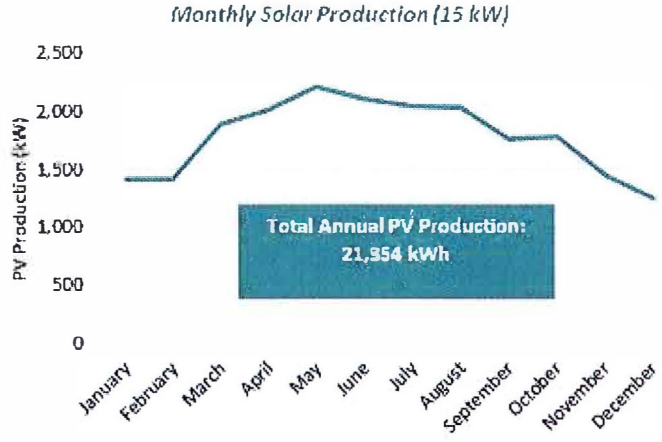
The overall economics for the resiliency scenario of 36 outage incorporate certain non-energy (non-quantifiable) benefits to the City and the citizens in a critical event, being able to have continuous power to prepare for emergency calls and communication radios at the facility, lighting, IT equipment power, and refrigeration, are all contributors to the role of the firefighters in ensuring public safety. These benefits, often called Avoided Outage Costs, are aggregated into a single benefit dollar amount per kWh that the user places on the unmet site load during grid outages, or the losses that the site would experience if the load were not met. The value of lost load (VoLL) is used to determine the avoided outage costs by multiplying VoLL ($/kWh) with the average number of hours that the critical load can be met by the energy system and multiplying that by the mean critical load.

The costs to build in a system to survive a once per equipment lifetime event will likely always outweigh financial energy benefits of avoided energy purchases on an economic, pro-forma basis. Thus, the cost-benefit results of a resiliency only scenario should be viewed as a long-term investment rather than a short-term, net-profit investment. These costs for the 36-hour system are presented in section 2.4.2.

While the focus of this scoping exercise is on the resiliency aspect of battery storage, being able to survive a planned outage, it is common for facilities to utilize storage to reduce the peak demand of the facility. Many of the major equipment manufacturers allow for intelligent utility rate integration into the battery control software or inverters, allowing for a semi-autonomous approach to battery utilization for peak shaving. For the most effective utilization of this feature, it is recommended that the facility perform an analysis of peak demand rate impacts in the existing and possible scenarios, assuming a battery installation with appropriate capabilities. Should the facility actively pursue time-of-use electric rates, the potential benefits of solar utilization would align well with reducing peak capacity costs or implementing a new electric rate designed to reward active monitoring of consumption patterns.

3.2 SOLAR ECONOMICS

As the facility has not been analyzed for solar installations to our knowledge, our analysts developed a theoretical solar capacity that is a function of the battery installation and requirements to keep that system charged and above 10% for the duration of the outage. For information only, our team utilizes industry standard pricing for commercial rooftop solar that can range from approximately $1.50/watt to $3.00/watt on average, so we would expect the **15kW** system cost to range from **$20k to $40k**, in a conventional installation.



In the graph to the left, we have provided a modeled output of the 15kW PV system as outputted by PVWatts. The production shown is an aggregate of solar produced, whether it was utilized by the battery to charge, internal load servicing, or sold back to the grid.

With the available parking and roof space for solar at the Fire Station 6 facility, the potential economic benefits to the City may influence a larger aggregated PV installation size. The City should perform an analysis of net metering benefits and coordinate with their Greystone account manager to determine if excess energy could be sold back to the grid.

3.3 BATTERY ECONOMICS

The estimated cost of the 36-Hour battery solution is based on industry trends and nominal rules of thumb for small to medium scale storage. The associated infrastructure costs are defined as costs outside of the battery components and required material to connect the battery to an existing distribution panel, sometimes referred to as Balance of System or BOS costs. These infrastructure components, required to isolate the system as an island in an event, are commonly estimated at 30% and will be subject to the detailed design phase at the onset of the project. Further examination by electrical trades should be utilized to advise on infrastructure costs, i.e. integrating with the existing transfer switch and subpanels, etc. The turnkey installation costs for the **battery system alone** (system and connection to load center only) are estimated between **$35,000 and $45,000**.

4 Project Recommendations

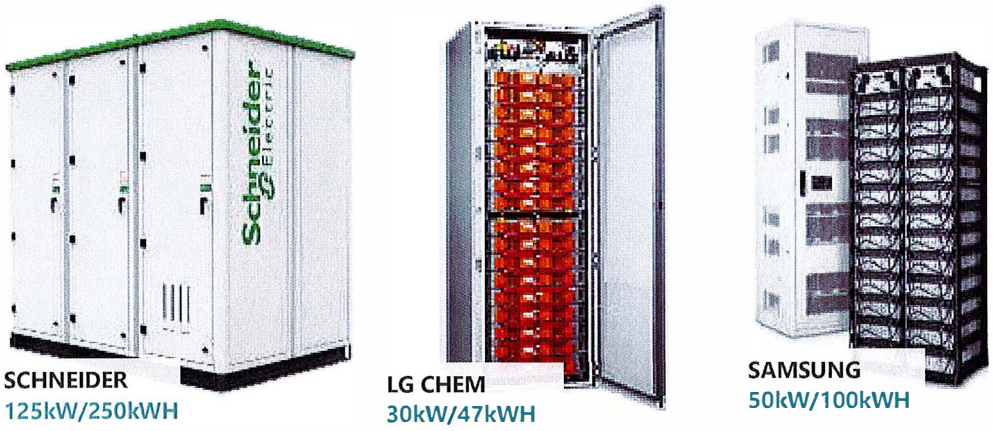
4.1 PROJECT OPTIONS

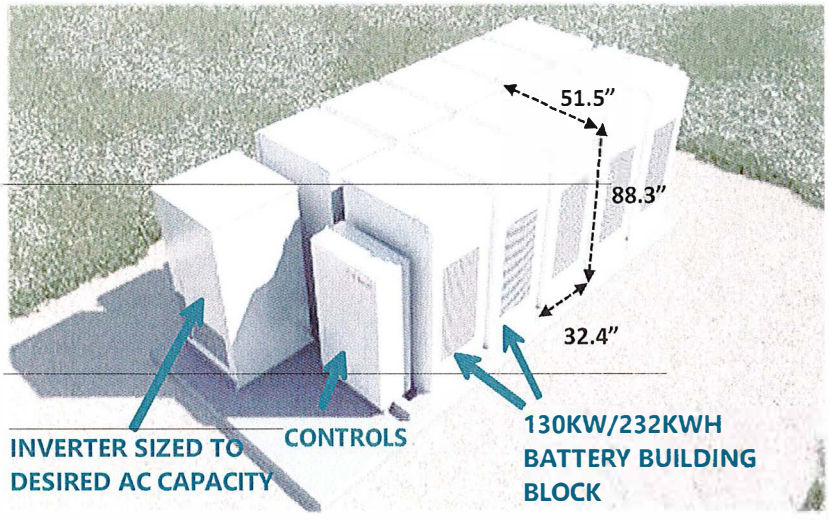
GDS has reviewed the facility goals and projected project economics at a conceptual level and recommends that either project design would be suitable to move forward with a detailed design phase. At this point, more accurate auditing and scoping would take place.

Below, we have provided some available commercial battery storage options and features to help facilitate a future discussion between facility personnel and available vendors.

4.1.1 Commercial Scale Energy Storage

- Energy storage building blocks are being offered by several vendors for deployment in commercial scale applications.
- Lithium-ion batteries are evolving and there is an increase in Lithium Ferrous Phosphate (LFP) technologies being designated for projects due to higher stability and reduced dependency on cobalt.
- Tesla Power Pod is an example of a product that can incrementally add up to 232 KWH of capability with lower capacity configurations available.
- Samsung, Schneider, Sonnen, LG Chem, BYD and several other vendors have competitive products
- 10 Year warranties and service agreements available.
- Installed cost currently estimated at $1,000/kwh for commercial scale systems.





PREPARED BY GDS ASSOCIATES, INC.

GEFA

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

City of South Fulton Fire Station #6 (15)

Resiliency Feasibility Study

March 19, 2021

GDS Associates, Inc.
ENGINEERS & CONSULTANTS

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to enter into a lighting agreement with Georgia Power to install 83 99-Watt PT along Danforth Road, from Cascade Road to Rehoboth Circle
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Lighting Agreement with Georgia Power (PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Public Works	1

Requested Action
Approval to enter into a lighting agreement with Georgia Power to install 83 99-Watt PT along Danforth Rd, from Cascade Rd to Rehoboth Circle, as part of the Danforth Rd Sidewalk project P900.

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 0.8-mile project will complete the sidewalks along Danforth Rd, from Rehoboth Circle to Cascade Rd. The project will include the same lighting fixtures installed in the northern part of Danforth Rd by Georgia Power within the City of Atlanta, from Rehoboth Circle to Danforth Rd. However, to minimize costs, the new fixtures will not include a city medallion. All materials, labor, and maintenance of the system are included.

Funding Source (if applicable)
Funding Line: 100-4100-53-1230; No upfront costs; Monthly lease (energy included): $8,612.91

Financial Impact (if applicable)
The Streetlights account 100-4100-53-1230 will include funding for this project in FY 2022

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval	**Finance Director Approval**
Antonio Valenzuela	6/3/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
5.24.21	5/24/21	Tammi Godden Jones 5/25/2021

July 1, 2021

City of South Fulton
Danforth Rd Sidewalk Project

Thank you for being a valued Georgia Power customer. We look forward to servicing all your outdoor lighting needs. The following proposal is to install a new Georgia Power Company owned Outdoor Lighting LED System for the City of South Fulton Danforth Rd Sidewalk Project.

Per your request, Georgia Power Company proposes the following:



BILLING OPTIONS:

Standard Service Agreement: Month-to-Month service agreement, automatically renews month to month, service price is fixed. Georgia Power retains ownership of the system. **All materials, labor, energy & maintenance to operate the system are included.**

- Install (83) 99W LED Post Top Fixtures
- Install (83) Decorative York poles, 12' MH, Coda Green

Option 1: Pole with Atlanta Resurgen Medallion
No Upfront payment required - $0.00
Monthly service amount (energy included) - $9519.27/month

Upfront payment required - $372,847.50
Monthly service amount (energy included) - $4182.37/month

Option 2: Pole with No Medallion
No Upfront payment required - $0.00
Monthly service amount (energy included) - $8612.91/month

Upfront payment required - $372,847.50
Monthly service amount (energy included) - $3275.61/month

This proposal is valid for (30) days from the above date and if you have any questions, please call me at the number listed below or email me at your convenience.

Regards,

Terron Hallums
Account Executive
Georgia Power Outdoor Lighting
C: 678-416-1874
E: wthallum@southernco.com

Lighting Services Agreement

Georgia Power

Customer Legal Name CITY OF SOUTH FULTON DBA

Service Address 0 DANFORTH RD CITY OF SOUTH FULTON GA 30349 County Fulton County

Mailing Address

Email roussan.francois@cityofsouthfultonga.gov Tel # 470-809-7462 Alt Tel #

Tax ID# Business Description Government

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☑ If Yes, which Account Number?

Selected Components

Action	Qty	Wattage	Type	Description
INS	83	100	LED	Post Top

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$8,333.20	$279.71	$8,612.91

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment ($)
$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	**Signature:**
Print Name:	**Print Name:** William Hallums
Print Title:	**Print Title:** Account Exec
Date:	**Date:**

TERMS and CONDITIONS *(Lighting – Governmental Service)*

1. **Agreement Scope.** This Lighting Services Agreement (**"Agreement"**) establishes the terms and conditions under which Georgia Power Company (**"GPC"**) will provide lighting and related service (collectively, the **"Service"**) to the customer identified on Page 1 (**"Customer"**) at the Service Address shown on Page 1 (the **"Premises"**). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, **"GPC Assets"**) for any reason related to the Service or to use of GPC Assets.

2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the **"Term."**

3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors**.

4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.

5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, **"GPC Activity"**). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.

6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.

   A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.

   B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law**. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.

   C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (**"UPC"**) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.

8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.

9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html.

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable**. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed $100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.

14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) **"include(ing)"** means "include, but are not limited to" or "including, without limitation"; (ii) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (iii) **"e.g."** means "for example, including, without limitation"; and (iv) **"written"** or **"in writing"** includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to authorize the 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)
DATE:	July 27, 2021
SUBJECT:	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)
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MOA for Roadway Lighting State Route 166 (PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021	
Requesting Department Public Works	**Council District(s) Affected** 1

Requested Action
Motion to authorize the Mayor and other City Officials as required to sign a Memorandum of Agreement for Roadway Lighting at State Route 166 (Campbellton Road) and Boatrock Road Roundabout.

Requirements for Council Action (City specific Council policy, statute or code requirement)
Public Works staff recommends Council approval and execution of agreement.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The City is being asked to sign the agreement with the Georgia Department of Transportation (GDOT) to serve as the framework between the two agencies related to installation and maintenance of lighting associated with GDOT's intersection project. Execution of the agreement will allow the City to incorporate lighting within GDOT right of way and the roundabout subject to the restrictions of the agreement. The City will be responsible financially for the design, installation, and maintenance of the lighting. The project is currently under construction with a completion date of September 30, 2021.

Funding Source (if applicable)
Public Works Annual Operations Budget

Financial Impact (if applicable)
Implementation and maintenance costs are not anticipated until FY 2022.

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☑

Department Director Approval		Finance Director Approval
Antonio Valenzuela		Radhika Bhuchan 6/3/21
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
5-24-21	5/24/21	Tamri Saddler Jones 5/25/2021

MEMORANDUM OF AGREEMENT

FOR
ROADWAY LIGHTING ON STATE ROUTE 166/CAMPBELLTON ROAD AT BOAT ROCK ROAD ROUNDABOUT, CITY OF SOUTH FULTON, GEORGIA, FULTON COUNTY

CONSISTING OF

16 new 225-watt LED roadway luminaries on new breakaway poles and by Permit No. 1239625 along State Route 166/Campbellton Road at Boat Rock Road Roundabout, City of South Fulton, GA, Fulton Co

BETWEEN

The **CITY** acting by and through its City Council, hereinafter called the **CITY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

RELATIVE TO

The **CITY** is requesting to install 16 new 225-watt LED roadway luminaries on new poles and by Permit No. 1239625 along State Route 166/Campbellton Road at Boat Rock Road Roundabout, City of South Fulton, GA, Fulton Co

I. IT IS THE INTENTION OF THE PARTIES:

A. That the **CITY**, only to the extent that it may be bound by contracts that may hereafter be entered into, shall be responsible for the following:

1. The **CITY** shall Install, Locate, Provide the Energy, Operate, Maintain and Design additional roadway/pedestrian lighting in accordance with the Georgia Department of Transportation's Design Policy Manual, 16 new pedestrian LED luminaries on new poles by Permit No. 1239625 along State Route 166/Campbellton Road at Boat Rock Road Roundabout, City of South Fulton, GA, Fulton Co

2. The **CITY**, in its operation and maintenance of the lighting systems, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the **DEPARTMENT**.

3. The **CITY** shall at all times indemnify and save harmless the **DEPARTMENT** and the State of Georgia, to the extent allowed by law, from any and all responsibility for damages or liability, or both, which may result from the installation, construction, reconstruction, operation, maintenance or repair, or any combination of any of the foregoing.

4. The **CITY** assumes full responsibility for the requirements of the Georgia Utility Facility Protection Act.

II. IT IS FURTHER AGREED, that the **DEPARTMENT**, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the event that the **CITY** elects to de-energize or fails to properly maintain any individual component within the systems or the complete system(s) including poles, mast arms, luminaires, foundations and associated wiring. In addition, the **DEPARTMENT** reserves the right, at its sole discretion, to remove or replace any lighting upgrades where the public safety is at any time compromised by the actions or inactions of the **CITY**.

III. IT IS FURTHER AGREED, that this Agreement shall remain in effect for

a period of fifty (50) years.

IV. IT IS FURTHER AGREED, the covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

This document is a **Memorandum of Agreement** expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law to contract to undertake as part of any other program, which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or any other activity.

IN WITNESS WHEREOF, the parties hereto have executed this **Memorandum of Agreement** to be executed by their duly authorized officials, and their respective seals attached hereto.

Signed and delivered
this _____ day of _____,
202_, in the presence of:

GEORGIA DEPARTMENT OF TRANSPORTATION

_____
STATE UTILITIES ENGINEER

_____
WITNESS

REQUESTED BY: THE CITY OF SOUTH FULTON, GEORGIA

BY: _____
TITLE:

BY: _____
WITNESS

BY: _____ (OFFICIAL SEAL-CITY OF SOUTH FULTON, GA.)

NOTARY PUBLIC
My Commission Expires: _____

SWORN TO AND SUBSCRIBED BEFORE
ME ON THIS _____ DAY OF _____,
202__.

This Agreement approved by the
City Council at a meeting
held at _____ on
the ___ day of _____,202_.

Attest:

BY: _____
Council Secretary

5/3/2021 CW


Permit 1239625, Georgia Power Company, City of South Fulton, SR 166/Campbellton Road at Boat Road Road. Install 16 new 225W LED luminaries on 16 new 30 foot breakaway poles at new roundabout. Fulton County
Regency Hills Cir SW
Stonecastle Pass Way
Stonecastle Pass SW
Boat Rock Rd SW
New Hope Rd SW
Stonebriar Way
Hill Top Rd SW
Campbellton Rd SW
166

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to authorize the 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MOA for Roadway Lighting at Camp Creek and Enon Rd (Public Works)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Public Works	2

Requested Action

Motion 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.

Requirements for Council Action (City specific Council policy, statute or code requirement)

Public Works staff recommends Council approval and execution of agreement.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The City is being asked to sign the agreement with the Georgia Department of Transportation (GDOT) to serve as the framework between the two agencies related to installation and maintenance of lighting associated with GDOT's intersection (SR6 and Enon Rd) project. Execution of the agreement will allow the City to incorporate lighting within GDOT right of way and subject to the restrictions of the agreement. The City is responsible financially for the design, installation, and maintenance of the lighting.

Funding Source (if applicable)

Public Works Annual Streetlights Operations Budget

Financial Impact (if applicable)

None. City has already paid for the installation of the two lights (PO#21-01047)

Financial Impact Statement Received Yes ☑ No ☐
Legislative Process Complete Yes ☑ No ☐

Department Director Approval		**Finance Director Approval**
7.14.21		7/15/21
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
7.14.21	7/14/21	7/14/2021

MEMORANDUM OF AGREEMENT

FOR
ROADWAY LIGHTING ON STATE ROUTE 6/CAMP CREEK PARKWAY AT ENON ROAD, CITY OF SOUTH FULTON, GEORGIA, FULTON COUNTY

CONSISTING OF

2 new 141-watt LED roadway luminaries on new poles by Permit No. 1242774 along State Route 6/Camp Creek Parkway at Enon Road, City of South Fulton, GA, Fulton Co

BETWEEN

The **CITY** acting by and through its City Council, hereinafter called the **CITY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

RELATIVE TO

The **CITY** is requesting to install 2 new 141-watt LED roadway luminaries on new poles and by Permit No. 1242774 along State Route 6/Camp Creek Parkway at Enon Road, City of South Fulton, GA, Fulton Co

I. IT IS THE INTENTION OF THE PARTIES:

A. That the **CITY**, only to the extent that it may be bound by contracts that may hereafter be entered into, shall be responsible for the following:

1. The **CITY** shall Install, Locate, Provide the Energy, Operate, Maintain and Design additional roadway/pedestrian lighting in accordance with the Georgia Department of Transportation's Design Policy Manual, 16 new pedestrian LED luminaries on new poles by Permit No. 1242774 along State Route 6/Camp Creek Parkway at Enon Road, City of South Fulton, GA, Fulton Co.

2. The **CITY**, in its operation and maintenance of the lighting systems, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the **DEPARTMENT**.

3. The **CITY** shall at all times indemnify and save harmless the **DEPARTMENT** and the State of Georgia, to the extent allowed by law, from any and all responsibility for damages or liability, or both, which may result from the installation, construction, reconstruction, operation, maintenance or repair, or any combination of any of the foregoing.

4. The **CITY** assumes full responsibility for the requirements of the Georgia Utility Facility Protection Act.

II. IT IS FURTHER AGREED, that the **DEPARTMENT**, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the event that the **CITY** elects to de-energize or fails to properly maintain any individual component within the systems or the complete system(s) including poles, mast arms, luminaires, foundations and associated wiring. In addition, the **DEPARTMENT** reserves the right, at its sole discretion, to remove or replace any lighting upgrades where the public safety is at any time compromised by the actions or inactions of the **CITY**.

III. IT IS FURTHER AGREED, that this Agreement shall remain in effect for a period of fifty (50) years.

IV. IT IS FURTHER AGREED, the covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

This document is a **Memorandum of Agreement** expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law to contract to undertake as part of any other program, which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or any other activity.

IN WITNESS WHEREOF, the parties hereto have executed this **Memorandum of Agreement** to be executed by their duly authorized officials, and their respective seals attached hereto.

Signed and delivered
this _____ day of _____,
202_, in the presence of:

GEORGIA DEPARTMENT OF TRANSPORTATION

_____
STATE UTILITIES ENGINEER

_____
WITNESS

REQUESTED BY: THE CITY OF SOUTH FULTON, GEORGIA

BY: _____
TITLE:

BY: _____
WITNESS

BY: _____ (OFFICIAL SEAL-CITY OF SOUTH FULTON, GA.)

NOTARY PUBLIC
My Commission Expires: _____

SWORN TO AND SUBSCRIBED BEFORE
ME ON THIS _____ DAY OF _____,
202__.

This Agreement approved by the
City Council at a meeting
held at _____ on
the ___ day of _____,202_.

Attest:

BY: _____
Council Secretary

6/29/2021 CW


SR 6 and Enon Rd
Kenny Rd SW
North Stanley SW
Fair Rdg SW
Calverton Ln SW
Barrington Trace Ctr SW
Gable Ct SW
Dublin Dr SW
Kerry Dr SW
Erin Rd SW
Hughes Ct SW
Barrington Trace Dr SW
Wells Ter SW
Essex Ln SW
Enon Rd SW
Datona Dr SW
Orange Dr SW
Happy Valley Ctr SW
Boreal Way SW
Spelman Dr SW
Wyncreek Dr SW
Ozella Pl SW
Saint Paul Dr SW
Dolly Ave SW
Wallace Rd SW
James Madison Dr SW
Faron Dr SW
Zane Dr SW
Red Berry Ln SW
Reynolds Rd SW
Fern Valley Dr SW
Camp Creek Pkwy SW
Branchview Dr SW
Vandiver Rd SW
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 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
IGA with COA Dept. of Watershed Mgmt (PW)	Cover Memo	7/22/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Public Works	2, 3 and 4

Requested Action

Motion 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.

Requirements for Council Action (City specific Council policy, statute or code requirement)

Public Works staff recommends Council approval and execution of agreement.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The City is being asked to sign the agreement with City of Atlanta Department of Watershed Management to serve as the framework between the two municipalities related to relocation of waterlines in conflict with the proposed construction of the intersection project. Execution of the agreement will allow the City of South Fulton to incorporate the relocation plans provided by City of Atlanta into the work to be performed by Piedmont Paving based on a pay-item cost proposal in the amount of $ 46,980.08. The City of Atlanta will advance payment upon execution of the agreement and submittal of an invoice for the anticipated cost of construction, inspection and oversight of the work up to $79,900. The intersection project has been awarded with a Notice to Proceed date of June 1, 2021 issued to the contractor. Relocation of overhead and underground utilities is scheduled to begin on the June 1, 2021 date.

Funding Source (if applicable)

Funding for work under this agreement is advanced funding from the City of Atlanta.

Financial Impact (if applicable)

None.

Financial Impact Statement Received Yes ☐ No ☑

Legislative Process Complete Yes ☐ No ☑

Department Director Approval	**Finance Director Approval**
Antonio Valenzuela	6/3/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
5-24-21	5/24/21	Tammi Saddler Jones 5/25/2021

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement"), is entered into as of the ___ day of _____, 20__, by and between the **City of South Fulton, Georgia**, a municipal corporation of the State of Georgia, referred to herein as ("Project Sponsor") and the **City of Atlanta, Georgia,** ("Atlanta") a municipal corporation of the State of Georgia, by and through the City of Atlanta's Department of Watershed Management ("DWM") (collectively, "Project Sponsor" and "Atlanta" may be referred to herein as "Parties" or individually as "Party"). ***Project #0007533 - CR 1374/BUTNER ROAD @ CR 1386/STONEWALL TELL ROAD*** referred to herein as ("Project").

WHEREAS, the Project Sponsor has agreed to participate in the Project for the purpose of the following scopes:

CR 1374/BUTNER ROAD @ CR 1386/STONEWALL TELL ROAD

This Project includes two three-legged approach roundabouts located in the southwestern and northeastern corners of the existing intersection connected by a median that is located within the municipal limits of the City of South Fulton. The roundabouts will have two inscribed circles of 110-feet with splitter islands on all the approaches. Access will be provided to the existing gas station and market via the southernmost roundabout.

WHEREAS, the Project Sponsor is responsible for, among other things, competitively procuring a contractor for constructing the Project; entering into a contract with the selected contractor ("Construction Contract"); securing all necessary rights of way for the Project; and resolving all utility conflicts affecting the Project; and

WHEREAS, DWM has certain existing water facilities ("Facilities") that conflict with the Project that must be relocated, removed, capped and/or adjusted to accommodate the Project. The DWM scope will consist generally of abandoning and adjusting or relocating approximately 125 linear feet of 12-inch water main; 10 linear feet of 6-inch of water main; 6 water meter boxes, 2 water valve boxes, 2 fire hydrants, 4 valve boxes, and other appurtenances as required; and

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement that allows the Project Sponsor to include the construction work for installation, relocation and/or adjustment of the Facilities needed to accommodate the Project in accordance with Atlanta's designs, standards and specifications; and

WHEREAS, Atlanta has agreed to participate in the design and construction costs in connection with the installation, relocation and/or adjustment of the Facilities to accommodate the Project, which will also include making certain necessary improvements and upgrades to the Facilities desired by DWM ("DWM Improvements"); and the DWM Improvements will be included as part of the Project and constructed by the competitively selected contractor for the Project; and

WHEREAS, Atlanta will provide to the Project Sponsor, at Atlanta's expense and prior to the solicitation for the Project, the final design drawings, plans and specifications for the construction of the DWM Improvements and such design drawings, plans and specifications will be made part of the bidding package and construction plans for the Project, in accordance with this Agreement ("DWM Improvement Plans"); and

WHEREAS, Atlanta has further agreed to contribute to the Project Costs (as defined below in Section 1.1 and described in Sections 1.2.1 through 1.2.5) for the construction of the DWM Improvements and, as such, desires to enter into this Agreement with the Project Sponsor for the purpose of defining the terms and conditions as between the Parties for Atlanta's contribution to the Project Costs for the construction of the DWM Improvements, which costs are estimated not to exceed Seventy Nine Thousand Nine Hundred Dollars and no cents ($79,900.00); and

WHEREAS, the Constitution of the State of Georgia authorizes intergovernmental agreements whereby governmental entities may contract with one another "for joint services, for the provision of services, or for joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga Const. Art. IX, Sec. III, Par. I; and

WHEREAS, Atlanta has determined that participation in the Project Costs, pursuant to this Agreement, is in its best interests and will, among other things, reduce and/or eliminate costs associated with erosion and sedimentation control measures, mobilization and traffic control; and

WHEREAS, subject to the terms and conditions set forth herein, the Parties have agreed to execute this Agreement, defining the terms and conditions of the Parties related to the Facilities and the DWM Improvements and Atlanta's contribution of the Project Costs.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of TEN AND 00/100 DOLLARS ($10.00) and the mutual agreements and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

Section 1. Atlanta Contribution.

1.1. Atlanta Authority. Atlanta hereby acknowledges and agrees that pursuant to Resolution No._**-R-**___ the Mayor is authorized to execute this Agreement. Furthermore, pursuant to _**-R-**___ and this Agreement, Atlanta is authorized to and shall contribute an amount not to exceed Seventy Nine Thousand Nine Hundred Dollars and no cents ($79,900.00) ("Project Costs") for the DWM Improvements to the Project Sponsor for the purpose of funding the DWM Improvements, in accordance with the terms and conditions of this Agreement ("DWM Contribution").

1.2. Payment. Atlanta agrees to and shall pay the Project Sponsor 100% of the DWM Contribution, in the total amount of Seventy Nine Thousand Nine Hundred Dollars and no cents ($79,900.00), estimated by Atlanta, within sixty (60) days of receipt of an invoice from the Project Sponsor. For purposes of this Agreement, "Project Costs" shall include the following costs described in Sections 1.2.1 through 1.2.5 associated with the construction, oversight and management of the DWM Improvements, but shall not include such costs generally associated with the Project and not related to the DWM Improvements:

1.2.1. Costs of labor, materials, bond premiums (payment and performance bonds), permit fees, impact fees, approval fees, license fees, inspection fees, certification fees, easement costs, utilities, equipment (acquired or rented), applicable governmental permits, environmental site assessments,

hazardous material removal, environmental mitigation and remediation and similar items incorporated into, consumed in the construction of the DWM Improvements or necessary for the construction of the DWM Improvements and compliance with this Agreement and any related site or landscaping work incorporated in or related to the DWM Improvements, including but not limited to all costs incurred by the Project Sponsor;

1.2.2. Consulting, construction management, design and engineering fees and expenses paid or incurred for outside consultants, designer and engineers in connection with the construction of the DWM Improvements, including any needed borings, soil analysis or other geotechnical services that are required outside of the DWM Plans;

1.2.3. Tree recompense or tree ordinance compliance expenses, if any;

1.2.4. Cost for the acquisition of temporary construction easements and permanent easement on which the subject improvements shall be constructed (if any); and

1.2.5. Costs for all surveys, plats, environmental assessment and environmental site restoration and mitigation, title work, title insurance policies, attorneys' fees for closing and other costs and all other costs associated with acquiring the rights of way needed for the DWM Improvements, and after completion of the DWM Improvements, conveying such rights of way to Atlanta.

1.3. Project Costs Overruns. Atlanta shall not be responsible for any Project Costs that exceed the amount specified in Section 1.2, unless Atlanta provides prior approval of any such cost overruns. The Project Sponsor shall promptly notify Atlanta of any anticipated cost overruns or notifications received by the Project Sponsor associated with unforeseen conditions or changes that affect the DWM Improvements prior to performing work associated with such cost overruns. Atlanta shall, within thirty (30) days after receiving such notice, notify the Project Sponsor whether the costs overruns are approved or disapproved. The Project Sponsor has the authority to not proceed with the work associated with said cost overruns until Atlanta has provided the required approval. If the costs overruns are not approved, the Project Sponsor is not required to perform the work associated with said cost overruns. No changes in the DWM Improvement Plans may be made without Atlanta's approval.

1.4. Project Costs Underruns. Atlanta shall not be responsible for the total estimated Project Costs amount specified in Section 1.2 if the actual Project Costs for the DWM Improvements are less than the estimated Project Costs amount specified in Section 1.2.

1.5. Final Accounting. Within thirty (30) days from Dedication and Acceptance of the DWM Improvements, as defined in Section 6, the Project Sponsor shall submit a revised invoice to Atlanta that represents a final accounting of the actual Project Costs, including any approved Project Costs Overruns, as defined in Section 1.3, and any Project Costs Underruns, as defined in Section 1.4. If the amount of the actual Project Costs is greater than the projected Project Costs, if approved by Atlanta, Atlanta shall, within ninety (90) days of receipt of the revised invoice, remit payment to the Project Sponsor for the difference. If the amount of the actual Project Costs is less than the projected Project Costs, the Project Sponsor shall, within ninety (90) days of sending the revised invoice, remit payment to Atlanta for the difference.

Section 2. Atlanta's Obligations.

2.1. General Obligation. Atlanta shall design the installation, relocation and/or adjustment of its Facilities in accordance with the terms and conditions of this Agreement and all applicable local, state and federal laws, regulations, policies and standards. The cost of such DWM Improvement Plans will be the sole responsibility of Atlanta. DWM Improvement Plans shall be delivered to the Project Sponsor upon execution of this Agreement and prior to the Project Sponsor advertising the Project for bidding.

2.2. Plan Design. The DWM Improvement Plans shall provide for installation, relocation and/or adjustment of the Facilities in accordance with the Georgia Department of Transportation's standard pay items and procedures for including such items in the Project Agreements.

Section 3. Project Sponsor's Obligations.

3.1. General Obligation. The Project Sponsor shall construct or cause, through its contractors, to construct the DWM Improvements in accordance with the DWM Improvement Plans, the terms and conditions of this Agreement and all applicable local, state and federal laws, regulations, policies and standards.

3.2 Construction Contract. If the parties agree that a Construction Contract is applicable, the Project Sponsor shall provide a copy of the Construction Contract, and any proposed change orders, modifications, or amendments to the Construction Contract, to Atlanta for review and approval (as it pertains to the DWM Improvements), prior to executing the Construction Contract, change order, modification, or amendment (as the case may be).

3.3. Permits, approvals, licenses, inspection and certifications; fees. The Project Sponsor shall be responsible for obtaining all permits, licenses, certifications and inspections, necessary for the construction of the DWM Improvements.

3.4. Construction of the Project.

3.4.1. If any proposed construction and/or land disturbance activities will occur in or around rights of way owned, accessed or maintained by Atlanta, the Project Sponsor, if applicable to the project, will seek the necessary approval and/or permits. Accordingly, and subject to a relevant permit being issued by Atlanta, through the Atlanta Department of Transportation, Atlanta hereby consents to and authorizes the Project Sponsor, its agents, representatives, and contractors a right of entry onto rights of way owned and maintained by Atlanta for the purpose of constructing the DWM Improvements, which work shall be performed in accordance with this Agreement and the DWM Improvement Plans. The Project Sponsor agrees that this right to use Atlanta's rights of way shall be non-exclusive and temporary and shall terminate upon the completion of the DWM Improvements and shall be and is subject to any existing agreements of record that Atlanta has with any third party, including a public utility.

3.4.2. The Project Sponsor shall acquire all permanent and temporary easements, rights of access or other interests necessary to complete the construction of the DWM Project (if any). Upon the completion of the DWM Project and upon the dedication and Final Acceptance of the DWM Improvements, as defined below, Project Sponsors shall dedicate and assign all permanent easements to Atlanta for the DWM Improvements.

3.4.3. The construction of the DWM Improvements shall be completed lien free, in a good workmanlike manner, free of material defects and in compliance with the requirements of all applicable federal, state and local permits, ordinances, building codes, procedures, rules, and regulations and in substantial conformity with the DWM Improvement Plans and this Agreement.

3.4.4. The Project Sponsor shall cause the repair of any damage to any of the Facilities, any public or private utilities, or any private property caused by or related to Project Sponsor's construction activities, or take appropriate measures in the event that such activities are a threat to the public health, safety or welfare, including without limitation, dangers or threats to persons or real and personal property within the limits of the DWM Improvements.

3.4.5. The Project Sponsor shall require that any and all contractors, subcontractors or suppliers comply with the applicable provisions of federal, state and local safety laws; perform work in a good workmanlike manner; and take all measures necessary in an effort to prevent accidents, damages, injury or loss to persons and property in the construction of the DWM Improvements.

Section 4. Bonds, Insurance and Indemnification.

4.1. Bonds and Insurance. The Project Sponsor shall ensure that its contractors or subcontractors for the construction for the DWM Improvements provide performance and payment bonds for 100% of the costs of the DWM Improvements. Additionally, the Project Sponsor shall cause the contractor for the Project to maintain a policy of general liability insurance, which names Atlanta as an additional insured. Prior to the Project Sponsor issuing a notice to proceed for the construction of the DWM Improvements, the Project Sponsor shall provide a copy of said bonds and a certificate of insurance for all applicable insurance policies.

4.2. Indemnification. The Project Sponsor shall insert terms in the Construction Contract for the Project that requires the Project contractor to indemnify and hold harmless Atlanta, its agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent and/or wrongful conduct, acts or omissions of the Contractor, subcontractor or its agents, employees and/or assigns in the performance of the DWM Improvements ("Indemnification Obligation"). The Indemnification Obligation shall not be waived or reduced because Atlanta approved, required modification of or did not require modification of any plan, calculation or specification submitted by or on behalf of the Project Sponsor concerning or relating to the construction of the DWM Improvements. The obligations to indemnify and/or hold harmless shall not extend to the Architect-Engineer, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications or Contract Documents, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents, or employees providing such giving or failure to give is the primary cause of the injury or damage.

4.3. Relevant Agreements. The Project Sponsor shall provide Atlanta with copies of all relevant agreements, bonds and insurance certificates evidencing compliance with Section 4 of this Agreement prior to and as a condition of commencement of work on the DWM Improvements.

Section 5. Inspection and Maintenance of Records.

5.1. Inspection. Atlanta shall have the right to visit and inspect, monitor and evaluate the DWM Improvements work at any time to ensure that the work is performed in accordance with the terms of this Agreement, including without limitation, providing an onsite inspector to monitor the daily work. The cost of any visits or inspections by Atlanta will be the responsibility of Atlanta. At any time Atlanta determines that construction is resulting in materially defective work, Atlanta shall provide notice to the Project Sponsor, and the Project Sponsor shall immediately cause to remedy, at the Project Sponsor's expense, any such identified defects as directed by Atlanta. The Project Sponsor agrees to notify Atlanta when all DWM Improvements work is complete and ready for final inspection and invite Atlanta to attend the final inspection or provide a corrections list to the Project Sponsor prior to the final inspection.

5.2. Records. The Project Sponsor shall, and the Project Sponsor shall cause the Project contractor to, keep records, books, correspondence, instructions, drawings, receipts, vouchers, and other documents related to the construction of the Project ("Records"). Such Records shall be kept in good order and in conformance with generally accepted accounting principles. The Project Sponsor shall maintain the Records for a minimum period of four (4) years after the completion of the DWM Improvements. The Project Sponsor shall provide access to Atlanta upon request to all Records for inspection, review, analysis, and, if deemed necessary and appropriate, for an audit at Atlanta's expense.

Section 6. Facilities Maintenance, Acceptance and Dedication.

6.1. Maintenance. After award and execution for the construction of the Project Agreement, Atlanta will continue to maintain its Facilities until the DWM Improvements work begins on any segment; and once the DWM Improvements work begins, the Project Sponsor will be responsible for the maintenance and operation of the DWM Improvements until such time as the DWM Improvements are Accepted by Atlanta, in accordance with Section 6.3.

6.2. Dedication. Upon completion of the DWM Improvements in accordance with this Agreement, the Project Sponsor shall notify Atlanta of its intent to dedicate the DWM Improvements and all applicable permanent easements (if any) to Atlanta.

6.3. Acceptance. Atlanta shall accept the dedication of the DWM Improvements in writing and conditioned upon the following:

6.3.1. The Project Sponsor completes the DWM Improvements in accordance with the DWM Improvement Plans;

6.3.2. The Project Sponsor provides certified as-built drawings of the completed DWM Improvements, as approved by Atlanta; such approval of Atlanta shall not be unreasonably delayed, conditioned or withheld;

6.3.3. All construction is properly inspected by Atlanta and meets all applicable testing to the satisfaction of Atlanta; and

6.3.4. The Project Sponsor provides a two-year maintenance bond for all DWM Improvements to Atlanta.

Section 7. Miscellaneous Provisions.

7.1. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement shall not be modified in any respect except by written instrument executed by or on behalf of the Parties in the manner as this Agreement is executed and specifically referencing such a modification or amendment.

7.2. Binding Effect. This Agreement shall injure to the benefit of and be binding upon the Parties hereto, their heirs, successors, executors and assigns.

7.3. Severability. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been apart hereof.

7.4. Notices. Notices and reports described herein shall be delivered or sent to the parties as follows:

To Project Sponsor:

	Mayor William Edwards City Hall 5440 Fulton Industrial Blvd. Atlanta, GA 30336 470-809- 7721	and	Antonio M. Valenzuela City Hall 5440 Fulton Industrial Blvd. Atlanta, GA 30336 770-964-2244
With a copy to:	City Attorney Vincent D. Hyman, Esq City Hall 5440 Fulton Industrial Blvd. Atlanta, GA 30336 470-338-5095		
To the City:	Mikita Browning, P.E. Commissioner Department of Watershed Management 72 Marietta Street, NW Atlanta, GA 30303		
With a copy to:	City Attorney Suite 5000, City Hall 55 Trinity Avenue, SW Atlanta, GA 30303		

Either Party may, at any time, change its respective address or telephone number by sending written notice to the other Party of the change.

7.5. Entire Agreement; Amendment; Waiver; Counterparts. This Agreement constitutes the entire agreement between the Parties; it supersedes any prior agreement or understandings between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. This Agreement may not be amended or modified except by an instrument in writing signed by both Parties hereto. Waiver of any term or condition of this Agreement shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of

any other term or condition of this Agreement. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7.6. Governance. This Agreement shall be governed by the laws of the State of Georgia.

7.7. Default and Termination. Notwithstanding the foregoing, if the Project Sponsor defaults in the performance of their obligations as set forth herein, and fails to cure such default within thirty (30) days of Atlanta's written notice to the Project Sponsor of such default (or if such default is not capable of being cured within thirty (30) days, the Project Sponsor has not commenced and diligently pursued such cure to completion within a reasonable amount of time), this Agreement may be terminated by Atlanta upon five (5) days' prior written notice to the Project Sponsor. In the event of termination, the Project Sponsor shall retain a portion of the Project Costs paid by Atlanta equivalent to work actually performed. The remainder of the Project Costs shall be reimbursed to Atlanta within sixty (60) days of the termination date. In the event the Project is abandoned or terminated early by the Project Sponsor before the DWM Improvements are completed, the Project Sponsor shall reimburse to Atlanta the portion of the Project Costs remaining at the time of such early termination or Project abandonment within sixty (60) days of the date of such early termination or Project abandonment.

7.8. Time. Time is and shall be of the essence in this Agreement.

IN WITNESS WHEREOF, Atlanta and the Project Sponsor have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

PROJECT SPONSOR:
CITY OF SOUTH FULTON

By: _____
William "Bill" Edwards, Mayor

Attest:

_____(seal)
Corey Adams, City Clerk

Approved as to Form:

_____
Vincent D. Hyman
City Attorney
City of South Fulton

CITY OF ATLANTA

Approved as to form:

By: _____
Senior Attorney

By: _____
Keisha Lance Bottoms
Mayor

Attest: _____
Foris Webb, III
Municipal Clerk

Piedmont Paving, Inc.

1226 Highway 16 East, Newnan, Georgia 30263
Phone: 678-423-0586 Fax: 678-423-0588

Contract Change Order Request #1

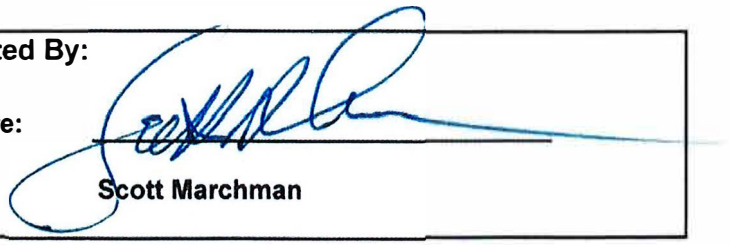
Project: Butner Rd. @ Stonewall Tell Rd. Roundabouts

Date: 5/17/21

ITEM	APPROX. QUANTITY		UNIT PRICE	AMOUNT
1. Class B Concrete Thrust Block	6	EA	$344.89	$2,069.34
2. Remove 6" Waterline	60	LF	$24.22	$1,453.20
3. Adjust W.M. Box to Grade	6	EA	$621.07	$3,726.42
4. Adjust W.M. Box to Grade w/ Traffic Box	4	EA	$1,458.59	$5,834.36
5. Adjust Water Valve Box to Grade	3	EA	$1,552.68	$4,658.04
6. 6" Water Main, Restrained Joints	65	LF	$142.53	$9,264.45
7. 6" Gate Valve	1	EA	$2,138.08	$2,138.08
8. 12 x 6 Tapping Sleeve & Valve	1	EA	$8,894.60	$8,894.60
9. Fire Hydrant Assy.	1	EA	$8,152.57	$8,152.57
10. Remove Existing Fire Hydrant	1	EA	$789.02	$789.02
			Total Amount	$46,980.08

Notes:

Please sign below and return to acknowledge approval and for PPI to proceed with work.

Submitted By:	
Signature:	
Name:	**Scott Marchman**

Approved By:	
Signature:	_____
Name:	_____
Title	_____
Company:	_____

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 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MOA South Fulton Town Center LCI (CDRA)	Cover Memo	7/22/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021	
Requesting Department CDRA - Planning and Zoning	**Council District(s) Affected** All
Requested Action Staff is requesting Council approval of the MOA for the CDAP project for Town Center	
Requirements for Council Action (City specific Council policy, statute or code requirement)	
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The City applied for, and was awarded, a Community Development Assistance Program (CDAP) project for the 2021 award cycle from the Atlanta Regional Commission (ARC) for the purpose of placing our upcoming Town Center project into the ARC Priorities Planning Program. This program analyzes upcoming projects for their suitability for a full LCI project. City staff is hopeful that our Town Center will be the recipient of an upcoming LCI award. This project will be led by ARC staff in consultation with Planning and Zoning and Economic Development staff. Project will be complete in 4-6 months. There is no cost for this project.	
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** 7/20/21
Assistant City Manager Approval 7-16-21	**City Attorney Approval** 7/19/21	**City Manager Approval**

Memorandum of Agreement

Community Development Assistance Program
Between
the Atlanta Regional Commission and the City of South Fulton

WHEREAS, the Atlanta Regional Commission (ARC) is the Metropolitan Area Planning and Development Commission for the ten (10) county Atlanta Region as defined by O.C.G.A 50-8-82; and

WHEREAS, in accordance with O.C.G.A. 50-8-93 (e), ARC has the power and authority to undertake such other planning functions within its area as may be assigned or delegated to the commission by other agencies or boards, public or private, and for which the commission accepts responsibility; and

WHEREAS, in February 2021, ARC announced a call for projects to offer planning assistance to local governments, community improvement districts, and non-profit organizations; and

WHEREAS, the City of South Fulton submitted an application for assisting with the South Fulton Town Center LCI Prioritization; and

WHEREAS, the aforementioned project was chosen for planning assistance in May of 2021 by ARC; and

WHEREAS, ARC and the City of South Fulton mutually developed and agreed upon a scope of work; and

WHEREAS, this funding will be provided by ARC staff time and a local contribution to be provided by the City of South Fulton; and

WHEREAS, a local contribution is required in order to receive planning assistance; and

WHEREAS, ARC and the City of South Fulton agreed upon a local contribution of $0 based on the local contribution table in the 2021 CDAP Guidebook; and

WHEREAS, the City of South Fulton agrees to pay $0 as part of the required local contribution for community development planning assistance; and

NOW, THEREFORE, for and in consideration of the premises, the parties hereby agree as follows:

SECTION 1: PURPOSE

This Memorandum of Agreement (MOA) is intended to provide a framework for continuing, cooperative and comprehensive planning and development of the South Fulton Town Center

LCI Prioritization. The development of the South Fulton Town Center LCI Prioritization will be managed and developed by ARC at the request of the City of South Fulton.

SECTION 2: ORGANIZATIONAL ROLES AND RESPONSIBILITIES

A. ARC

ARC shall be responsible for the following:

1. Provide overall coordination and management of the project.
2. Develop scope of work for staff jointly with the City of South Fulton.
3. Work with the City of South Fulton to identify individuals to serve on the Project Steering Committee, if needed.
4. Assign ARC Community Development staff to manage the project.
5. Develop project materials and deliverables as defined in the agreed upon project scope.
6. Lead public engagement activities.
7. Provide an invoice to the City of South Fulton for the local contribution amount upon execution of this MOA.
8. Changes to project scope and timelines must be jointly agreed upon by ARC and the City of South Fulton. In the event that the project scope changes such that the staff commitment increases to an extent that additional local contribution is needed to cover the additional staff time associated with the project, ARC will provide the City of South Fulton with updated required local contribution for review and consideration.
9. In the event that the parties cannot agree on project scope changes, timelines, and/or a revised project budget, ARC shall determine whether to terminate the agreement or not.

B. City of South Fulton

The City of South Fulton shall be responsible for the following:

1. Assist ARC with the development of the project Scope of Work.
2. Serve as a member of the Project Steering Committee, if needed.
3. Provide guidance and feedback to ARC regarding project deliverables and public engagement activities.
4. Provide data, adopted plans, reports, and other requested information and materials needed to complete the project.
5. Provide a point of contact to ARC.
6. Work with ARC to identify members of the City of South Fulton and community to serve on the Project Steering Committee.
7. Provide logistical and administrative support to ARC during the project which includes booking meeting venues, food and beverages at meetings if needed or desired by the City of South Fulton, scheduling with local stakeholders, and outreach to stakeholders for engagement activities, where applicable.
8. The City of South Fulton's leadership will participate in the project and allocate sufficient time at meetings to ensure a successful project, if applicable.

9. Following execution of the funding agreement between the City of South Fulton and ARC, ARC shall invoice the City of South Fulton for the local contribution funds to be paid in full within 90 days.
10. In the event that an increase to the local contribution amount is needed, the City of South Fulton shall determine whether to terminate this agreement or contribute additional funding.

SECTION 3: TIME OF PERFORMANCE, AMENDMENTS AND MODIFICATIONS

This agreement shall become effective upon execution by all parties and remain in effect until the completion of the project or termination by one of the parties as provided below.

Any party may terminate this Agreement upon sixty (60) days' written notice to the other parties, provided that the party requesting termination has provided notice and sufficient opportunity for remedy.

This Agreement may only be modified by an instrument in writing executed by the City of South Fulton and ARC. Notwithstanding the foregoing, the City of South Fulton, and ARC acknowledge that this Agreement may be revised or refined from time to time during its term. The parties agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications and refinements. Official representatives for discussions about this agreement will be ARC Community Development Manager and City of South Fulton City Manager.

The undersigned parties, by and through their respective duly authorized representatives, executed this **Memorandum of Agreement** on and as of the date last written above.

Atlanta Regional Commission (ARC)

_____
Michael Alexander, Director

_____
Date

_____
Project Sponsor

_____
Project Sponsor Title

_____
Date

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval authorizing the City Manager 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MOA South Fulton Citizen Board Training (CDRA)	Cover Memo	7/22/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021	
Requesting Department CDRA - Planning and Zoning	**Council District(s) Affected** All

Requested Action

Staff is requesting Council approval of the MOA for the CDAP project for Board Training.

Requirements for Council Action (City specific Council policy, statute or code requirement)

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The City applied for, and was awarded, a Community Development Assistance Program (CDAP) project for the 2021 award cycle from the Atlanta Regional Commission (ARC) for the purpose of developing and hosting a Board Training event and associated training materials. This will result not only in a one day training for all City Board members, but of creation of training materials that the City can use into the future, including for citizen education. This project will be led by ARC staff in consultation with Planning and Zoning staff. Project will be complete in 4-6 months.

Funding Source (if applicable)

Previously identified as from the City's contingency fund.

Financial Impact (if applicable)

$1,000.00

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
7-15-21	7/19/21	Tamm Sadler Jones

Memorandum of Agreement

Community Development Assistance Program
Between
the Atlanta Regional Commission and City of South Fulton

WHEREAS, the Atlanta Regional Commission (ARC) is the Metropolitan Area Planning and Development Commission for the ten (10) county Atlanta Region as defined by O.C.G.A 50-8-82; and

WHEREAS, in accordance with O.C.G.A. 50-8-93 (e), ARC has the power and authority to undertake such other planning functions within its area as may be assigned or delegated to the commission by other agencies or boards, public or private, and for which the commission accepts responsibility; and

WHEREAS, in February 2021, ARC announced a call for projects to offer planning assistance to local governments, community improvement districts, and non-profit organizations; and

WHEREAS, the City of South Fulton submitted an application for assisting with South Fulton Citizen Board Training; and

WHEREAS, the aforementioned project was chosen for planning assistance in May of 2021 by ARC; and

WHEREAS, ARC and the City of South Fulton mutually developed and agreed upon a scope of work; and

WHEREAS, this funding will be provided by ARC staff time and a local contribution to be provided by the City of South Fulton; and

WHEREAS, a local contribution is required in order to receive planning assistance; and

WHEREAS, ARC and the City of South Fulton agreed upon a local contribution of $1,000 based on the local contribution table in the 2021 CDAP Guidebook; and

WHEREAS, the City of South Fulton agrees to pay $1,000 as part of the required local contribution for community development planning assistance; and

NOW, THEREFORE, for and in consideration of the premises, the parties hereby agree as follows:

SECTION 1: PURPOSE

This Memorandum of Agreement (MOA) is intended to provide a framework for continuing, cooperative and comprehensive planning and development of the South Fulton Citizen Board

Training. The development of the South Fulton Citizen Board Training will be managed and developed by ARC at the request of the City of South Fulton.

SECTION 2: ORGANIZATIONAL ROLES AND RESPONSIBILITIES

A. ARC

ARC shall be responsible for the following:

1. Provide overall coordination and management of the project.
2. Develop scope of work for staff jointly with the City of South Fulton.
3. Work with the City of South Fulton to identify individuals to serve on the Project Steering Committee, if needed.
4. Assign ARC Community Development staff to manage the project.
5. Develop project materials and deliverables as defined in the agreed upon project scope.
6. Lead public engagement activities.
7. Provide an invoice to the City of South Fulton for the local contribution amount upon execution of this MOA.
8. Changes to project scope and timelines must be jointly agreed upon by ARC and the City of South Fulton. In the event that the project scope changes such that the staff commitment increases to an extent that additional local contribution is needed to cover the additional staff time associated with the project, ARC will provide the City of South Fulton with updated required local contribution for review and consideration.
9. In the event that the parties cannot agree on project scope changes, timelines, and/or a revised project budget, ARC shall determine whether to terminate the agreement or not.

B. City of South Fulton

The City of South Fulton shall be responsible for the following:

1. Assist ARC with the development of the project Scope of Work.
2. Serve as a member of the Project Steering Committee, if needed.
3. Provide guidance and feedback to ARC regarding project deliverables and public engagement activities.
4. Provide data, adopted plans, reports, and other requested information and materials needed to complete the project.
5. Provide a point of contact to ARC.
6. Work with ARC to identify members of the City of South Fulton and community to serve on the Project Steering Committee.
7. Provide logistical and administrative support to ARC during the project which includes booking meeting venues, food and beverages at meetings if needed or desired by the City of South Fulton, scheduling with local stakeholders, and outreach to stakeholders for engagement activities, where applicable.
8. The City of South Fulton's leadership will participate in the project and allocate sufficient time at meetings to ensure a successful project, if applicable.

9. Following execution of the funding agreement between the City of South Fulton and ARC, ARC shall invoice the City of South Fulton for the local contribution funds to be paid in full within 90 days.
10. In the event that an increase to the local contribution amount is needed, the City of South Fulton shall determine whether to terminate this agreement or contribute additional funding.

SECTION 3: TIME OF PERFORMANCE, AMENDMENTS AND MODIFICATIONS

This agreement shall become effective upon execution by all parties and remain in effect until the completion of the project or termination by one of the parties as provided below.

Any party may terminate this Agreement upon sixty (60) days' written notice to the other parties, provided that the party requesting termination has provided notice and sufficient opportunity for remedy.

This Agreement may only be modified by an instrument in writing executed by the City of South Fulton and ARC. Notwithstanding the foregoing, the City of South Fulton, and ARC acknowledge that this Agreement may be revised or refined from time to time during its term. The parties agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications and refinements. Official representatives for discussions about this agreement will be ARC Community Development Manager and South Fulton City Manager.

The undersigned parties, by and through their respective duly authorized representatives, executed this **Memorandum of Agreement** on and as of the date last written above.

Atlanta Regional Commission (ARC)

_____
Michael Alexander, Director

_____
Date

_____
Project Sponsor

_____
Project Sponsor Title

_____
Date

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to renew the existing enterprise agreement with Environmental Systems Research Institute (ESRI) for three years at a cost of $55,000 per year
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ESRI Renewal (IT)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Information Technology	N/A

Requested Action

Renewal of our enterprise agreement with Environmental Systems Research Institute (ESRI) (GIS). This is a 3 year agreement at $55,000 per year. This agreement is required to support all GIS efforts for all departments and other city requirements.

Requirements for Council Action (City specific Council policy, statute or code requirement)

Approval to renew agreement with ESRI (GIS).

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

Staff's recommendation is to approve the agreement with ESRI (GIS) in support of our continual efforts within the space.

Funding Source (if applicable)

Information Technology

Financial Impact (if applicable)

$5000 above budgeted item based on 10% renewal increase. Funding identified.

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval	**Finance Director Approval**
	7/13/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
7-13-21	7/15/21	7/14/2021

Quotation # Q-439429

Date: May 12, 2021

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 556550 Contract #

City of South Fulton
GIS Dept
5440 Fulton Industrial Blvd
Atlanta, GA 30336-2527

ATTENTION: Reddy Asi
PHONE:
EMAIL: reddy.asi@cityofsouthfultonga.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/26/2021 To: 6/24/2021

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	$55,000.00	$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	$55,000.00	$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	$55,000.00	$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				

Subtotal:	$165,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$165,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Rob Hathcock	rhathcock@esri.com	1-678-417-1883 x8704

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

HATHCOCKR **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Tracker for ArcGIS Enterprise
50 ArcGIS Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

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 purchase an InVeris Weapon Simulator to train South Fulton Police Department officers on real-life scenarios in the amount of $68,494.23
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Weapon Simulator (PD)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
POLICE	ALL

Requested Action

Approval to proceed with the purchase of a InVeris Weapon Simulator to train SFPD officers for a total cost of $68,494.23.

Requirements for Council Action (City specific Council policy, statute or code requirement)

Approve purchase of item exceeding $25,000.00. Inveris Weapon Simulator - $68,494.23.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The SFPD Training Unit is tasked with providing officers and staff with opportunities to excel at their jobs. In this volatile climate of policing, the SFPD realizes that sworn officers need extra training to respond to sensitive situations. The InVeris Weapon Simulator will provide officers with virtual real-life scenarios to allow them to make the safest, wisest and least lethal decisions.

This purchase is a sole source request purchase due to the technology and specifications noted in the FATS 100P Simulator & Blue Fire Weapon Simulator. InVeris Training Solutions is the only vendor that employs a compressed air magazine system that allows officers to use proper training techniques to reload a weapon should the need arise.

Funding Source (if applicable)

SFPD General Fund - Small Tools & Equipment (100-3210-53-1600)

Financial Impact (if applicable)

N/A

Financial Impact Statement Received Yes ☐ No ☑

Legislative Process Complete Yes ☐ No ☑

Department Director Approval		**Finance Director Approval**
Keith Meadows (Jun 25, 2021 14:07 EDT) Jun 25, 2021		7/6/21
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval** 7/1/2021

SINGLE/SOLE SOURCE PURCHASE REQUEST

Sole source purchases occur due to the inability to obtain competition. This results because only *one* vendor or supplier possesses the unique ability or capability to meet the particular requirements. This decision must be based on a proven lack of competition. There are *no* other vendors or suppliers that provide such goods/services.

A single source purchase is the selection of one particular supplier to the exclusion of all other vendors where, for a justifiable reason such as compatibility, standardization, academic or a professional learning priority, the goods or services are obtained from one source among others in a competitive marketplace. This decision may be based on proprietary technology, copyright, or a supplier's unique capability.

Date of Request:	March 15, 2021
To:	Purchasing Manager – Anthony Kerr
From:	Keith Meadows – South Fulton Police Dept.
Requesting Department/School:	SFPD Office of Professional Standards - Training Unit

Check Type of Request: Single Source Sole Source

Please note that any individual or company who appears on any suspended, excluded or debarment list issued by the agency of the federal, state or local government (i.e. is listed as an excluded party on the System for Award Management of the United States Government) cannot provide goods or services to City of South Fulton.

Consultant contracts over $25K and all other contracts over $25K will require council approval. These thresholds apply to single and cumulative contract amounts.

Vendor Name:	InVeris Training Solutions
Vendor Contact Name:	Bruce Hessler
Telephone:	470-226-9218
E-mail:	bruce.hesslor@inveristraing.com
Total Cost of Goods / Services:	$68,494.23
Date Goods / Services are required:	

Is the company registered as a vendor with City of South Fulton? Yes No

INFORMATION TECHNOLOGY AUTHORIZATION

Will this purchase have any IT components? Yes No

If yes, this purchase requires additional authorization by the Director of Information Technology.

My signature acknowledges that I have reviewed this request and hereby authorize that this request proceed to Procurement Services for final review and approval.

Approved: _____ Mar 17, 2021

Director, Information Technology Date

Rev 9-21-17 1

SINGLE/SOLE SOURCE PURCHASE REQUEST

Does the vendor have an active exclusion listed on www.sam.gov? Yes No

If yes, do not submit the request.

Confirmed by: _____ Date: _____

If no, provide the following information and attach additional sheets if required:

1. Provide a detailed description of the goods or services being requested.

   FATS 100P Simulator and Blue Fire Weapon Simulator. Purchase includes 2 handguns, 1 taser, 1 flashlight, 1 can of OC, a laptop, projector, audio system, proprietary software preinstalled on a specially configured laptop; and an air tank fill station.

2. Explain why the goods/services requested are the only ones that can meet your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, requirements, capabilities and compatibility.

   InVeris Training Solutions is the only the vendor that employs a compressed air magazine system that allows officers to employ proper training techniques to reload a weapon should the need arise. Other vendors do not. InVeris also provides the ability to employ real-world weapons platforms that are used by the department from daily patrol activities up to SWAT responses.

   InVeris is the only vendor that completes any repairs in-house and does not rely on any third-party weapons parts/equipment. InVeris, formerly, Meggit is also the primary contractor, if not only, for the US Army and Marine Corps.

3. Describe the steps taken to determine that the goods or services are single or sole source.

   An internet search was conducted as well as speaking with another law enforcement agency that uses the system. An on-site tour and hands-on demonstration of the product was conducted at their complex.

4. Explain why the price for the goods/services is considered to be fair and reasonable.

   Technology and society change and evolves daily. InVeris Training Solutions includes new training simulations annual at no additional charge. The system will have additional uses outside of the Training Unit.

5. Describe the negotiation efforts, if any that were made with the vendor to obtain the best possible price.

   The company is local from Suwanee, GA and as a result, the warranty is extended for another year at no additional charge.

6. Will this purchase obligate the district to this vendor for future purchases of the goods/services being requested? If yes, please explain. Yes No

SINGLE/SOLE SOURCE PURCHASE REQUEST

7. Provide copies of supporting documentation, including a letter from the vendor, confirming single or sole source.

My signature acknowledges that I have reviewed this request and I concur that the goods/services are single or sole source.

Requested by:	David Jira	David Jira 11:48 EDT	Mar 16, 2021
	Printed Name	Signature	Date
Approved:	Keith Meadows	Keith Meadows (Mar 16, 2021 11:56 EDT)	Mar 16, 2021
	Print Director	Signature	Date
Approved:	Rachel Bembry		6/24/2021
	Print ~~Chief Financial Officer~~ Interim Finance Director	Signature	Date
Approved:	Anthony Kerr	City South Fulton (May 13, 2021 15:17 EDT)	May 12, 2021
	Purchasing Manager	Signature	Date
Approved:	Tammi Saddler Jones	Tammi Saddler Jones	JUNE 22, 2021
	City Manager	Signature	Date

Instructions

1. Complete the form and be sure to provide all the required information.
2. Print the form and obtain the required signatures.
3. Submit the form to Purchasing Department.
4. The request will be reviewed by Purchasing Manager.
5. If approved, the request will be forwarded to the City Manager.
6. If not approved, the request will be returned to the requestor.
7. Please allow sufficient time for processing the request.

InVeris

Training Solutions™

March 11, 2021

Sgt. David Jira
South Fulton Police Department
5440 Fulton Industrial Blvd.
Atlanta, GA 30336

Subject: FATS® 100P Simulator and Blue Fire® Weapon Simulators Justification Letter

Proposal No. #MTS19USL4838

Dear Sgt. Jira,

InVeris Training Solutions is pleased to provide this justification letter to the South Fulton Police Department in support of the procurement for an InVeris FATS® 100P Firearms Training System and Blue Fire® Weapon Simulators. This Justification is in support of InVeris Proposal Number MTS19USL4838.

Justification

InVeris Training Solutions smart Blue Fire® weapons and FATS® 100P are the only weapon and simulation solution in the law enforcement market to offer the following list of critical training features:

- The only wireless recoiling weapon that has been permanently modified and is incapable of being retrofitted to fire a live round of ammunition.
- The FATS® 100 product line is the only simulation product line that allows for flashlight/lowlight simulation training in both 3D Advanced Marksmanship and Judgmental training modes.
- 3D Marksmanship uses geo-specific photo realistic terrains within CryEngine™.
- Embedded video Auto Coaching application within Marksmanship training mode.
- Support of up to 8 weapons at the same time.
- Blue Fire® is the trademarked and the only wireless smart weapon simulator product that is in constant communication with the system via Bluetooth technology.
- Wireless weapons that allow the instructor to monitor, in real time, the status of the student's weapon in marksmanship mode (magazine in or out, slide forward or locked to the rear, hammer cocked or de-cocked, chamber loaded or empty, number of rounds remaining).
- Wireless weapons that allow the instructor to monitor the cant of the weapon in real time on the instructor console in marksmanship mode.
- Wireless weapons that allow the instructor to constantly monitor the student's point of aim, in marksmanship mode and to show the student their muzzle placement in both marksmanship and judgment mode. All other products require the addition of a separate laser device mounted to the exterior of the weapon, thus preventing it from being holstered.
- A system that allows the instructor to view the real time point of aim of up to five students during marksmanship courses and show each of the students their muzzle trace in real time or during replay.

296 Brogdon Road
Suwanee, GA 30024 USA
+1.800.813.9046

inveristraining.com

- Wireless weapons which allow the instructor to initiate a malfunction of the weapon at any time, requiring the student to execute a proper clearing procedure before the weapon will be operational. Other systems cause the screen to stop recognizing laser pulses, but the student's weapon is still operational.
- Weapons that require the student to follow a proper loading sequence in order for the weapon to be operational. The student must properly insert the magazine, work the slide or bolt to the rear and then top off the magazine for the proper duty load. This provides for a seamless transition from the training environment to the officer's actual duty. Further enhancing the officer's existing weapon handling training and skillset.
- All our semi-automatic weapons lock to the rear when the weapon's standard ammunition load is exhausted.
- Our Blue Fire® wireless weapons use compressed breathable air to generate recoil, not CO2.
- Blue Fire® magazines are the only weapon magazines that can be fully filled in three seconds.
- InVeris Training Solutions is the manufacturer of the trademarked "FATS®" product line in Suwanee, GA.
- The InVeris Training Solutions Virtual Simulators are designed to use any existing FATS® Blue Fire® wireless weapons and FATS® System Controlled (tethered) weapons.
- InVeris Training Solutions is the only simulation manufacturer to offer the FATS® Blue Fire® Weapons line. FATS® Blue Fire® Weapons offer a full fidelity experience in use of force option handling and application allowing freedom of movement unencumbered by a tether. These are the only simulated use of force options (duty weapon, Taser, chemical spray) that provide all of the same functionality as our FATS® System Controlled Weapons, while at the same time offering the flexibility of wireless technology.
- InVeris Training Solutions is the only manufacturer that can properly service the trademarked FATS® Blue Fire® proprietary technology offered in our FATS® Blue Fire® Weapons line.
- InVeris Training Solutions is the only manufacturer that can offer a 2 Year Warranty that includes a 24 hour response to replace training weapons that are not deemed usable by the customer, and replace them with a loaner weapon until the proper repairs can be made.
- InVeris Training Solutions is the only location that can offer full service and support within a 100-mile radius of the South Fulton Police Department.
-

All the above items and features may only be purchased through InVeris Training Solutions in Suwanee, GA.

Should you need additional information, please contact me at the number listed below.

Sincerely,

Bruce Hessler,
Southeast Sales Manager
InVeris Training Solutions
296 Brogdon Road
Suwanee, GA 30024
470.266.9218
bruce.hessler@inveristraing.com

InVeris
Because Seconds Matter

December 4, 2020

South Fulton Police Department
Attn: Sgt. David Jira
5440 Fulton Industrial Blvd.
Atlanta, GA 30336

Subject: Georgia Support Initiative (GSI)
InVeris Ref No.: MTS19USL4838 Rev 2

Dear Sgt. Jira,

InVeris Training Solutions, Inc.™ (InVeris) *(formerly Meggitt Training Systems, Inc.)* is pleased to extend the Georgia Support Initiative to the South Fulton Police Department. The Georgia Support Initiative provides additional support to local Georgia customers for the InVeris Firearms Training Systems (FATS®) and Weapon Simulators. This Georgia Support Initiative is offered in conjunction with InVeris Proposal Number MTS19USL4838 Rev 2.

Georgia Support Initiative:

The Georgia Support Initiative includes the following additional support beyond InVeris' standard support:

- 2 year warranty
- Onsite support within 24 hours of notice of issue
- Loaner weapon simulator during weapon repair at InVeris' Suwanee facility
- Routine onsite training as requested by the customer

All of the above support features are included in the price of the InVeris Firearms Training Systems (FATS®) and associated weapon simulators. Should you need additional information, please contact me at the number listed below.

Sincerely,

Bruce Hessler
Virtual Sales
InVeris Training Solutions, Inc.
470-266-9218
bruce.hessler@inveristraining.com

Use or Disclosure: Any and all information and data contained herein is the property of InVeris Training Solutions, Inc. (InVeris); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to InVeris as a result of, or in connection with, the submission of this proposal, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction.
Destination Control Statement: The enclosed document contains Technical Data that is subject to the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

InVeris

DATE: 4-Dec-2020

SUBMITTED TO: **South Fulton Police Department**
Attn: Sgt. David Jira
5440 Fulton Industrial Blvd.
Atlanta, GA 30336

QUOTE NUMBER: **MTS19USL4838 Rev 2**
RE: **Virtual Law Enforcement Training System**
OFFER TYPE: **GSA**

InVeris Training Solutions (inVeris) is pleased to submit the following quotation for your consideration. Please free to contact your InVeris POC listed below should you have any questions. Thank you for the opportunity to submit a quotation.

BASE QUOTATION						
GSA / OPEN MARKET (MKT)	PART NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
GSA	V-SYS-100P-USG-HW	Virtual Laptop Based System, ruggedized transport containers with 1080 projection. Allows 1 to 5 personnel to train in individual Marksmanship, and 1 to 8 personnel in Judgmental (Video) application.System includes a projection system, laptop and audio subsystems. Price includes installation and training CONUS, and a 1-year warranty.Software package and weapons must be purchased separately.	1	EA	$ 14,799.84	$ 14,799.84
GSA	V-SW-100P-USG-GE	Virtual Small Arms Trainer Generic Software Package. Includes individual Marksmanship (Lanes) and Judgmental (Video) Applications; Generic Lanes courses of fire; video scenarios; Includes the capability for the user to author Lanes courses of fire and Judgmental scenarios.	1	EA	$ 22,200.17	$ 22,200.17
GSA	V-ACC-5.1AUDIO-100P	5.1 Audio Option - 100P system. Supports the Judgmental (Video) "surround" sound board. Option must be selected at time of system purchase.	1	EA	$ 2,000.07	$ 2,000.07
GSA	V-ACC-FLASH-100P	Flashlight Option with Cables - 100P system. Can convert any individual Marksmanship (Lanes) or Judgmental (Video) scenario from daylight to one requiring flashlight usage. Includes qty. 1 Streamlight Stinger flashlight. Option must be selected at time of system purchase.	1	EA	$ 2,428.71	$ 2,428.71
GSA	SA-17-BF-51-NS	Glock, Model 17 Weapon Simulator – BlueFire® with Night Sights	2	EA	$ 7,540.81	$ 15,081.62
GSA	SA-TASER-X26P-BF-50	Virtual TASER-X26P. FATS® BlueFire® weapon simulator uses Bluetooth technology to communicate with the system and provide senor data feedback to control station. Simulation kit includes (1) X26P Blue Handle, (1) BlueFire® Smart Cartridge and charging cable and communication dongle. Taser now includes 1 spare Cartridge.	1	EA	$ 6,650.78	$ 6,650.78
GSA	SA-SPRAY-BF-51	Chemical Spray. BlueFire® Chemical Spray Device - Weapon Simulaor.	1	EA	$ 2,347.33	$ 2,347.33
GSA	BF-FS-03	BlueFire® Fill Station with Initial BlueFire® Weapon Magazine Adapter for: Glock 17	1	EA	$ 1,868.09	$ 1,868.09

GSA	BF-FS-L-01-SYS	Compressed Air Bottle Assembly to be used with BlueFire® Fill Station. MTSI Supplied Tank.	1	EA	$ 422.52	$ 422.52
GSA	V-ACC-FLASH-X300V	SureFire X300V Flashlight (qty. 1). To be used when converting any Individual Marksmanship (Lanes) or Judgmental (Video) scenario from daylight to one requiring flashlight usage. Requires purchase/Installation of Flashilght Option.	1	EA	$ 695.10	$ 695.10
					TOTAL QUOTATION PRICE USD	**$ 68,494.23**

SPECIAL NOTES:

NOTE 1: Please reference MTS19USL4838 Rev 2 on your Purchase Order to expedite order processing.

NOTE 2: Orders may be faxed or emailed to: 678.288.1515 | ITS-ContractsMailUsers@Inverlstraining.com, Attn: Contracts.

NOTE 3: All Items listed are GSA or Open Market as specified. All subsequent GSA Purchase Orders / Contracts will be placed under GSA Contract GS-00F-113DA.

NOTE 4: Pricing Includes:

- Freight: Freight & Delivery shall be FOB Destination (Atlanta, GA) in accordance with Incoterms® 2000.
- Installation & Training: 2 Days. Up to 5 Trainees per Simulator.

NOTE 5: Georgia Support Intiative:

- **2 Year Warranty: 12 Month Standard Warranty + 1 Additional Year Warranty, at no additional charge.**
- **Onsite support within 24 hours of notice of issue**
- **Loaner weapon simulator during weapon repair at InVerlsi' Suwanee, GA facility.**
- **Routine onsite training as requested by the customer**

NOTE 6: InVerls assumes the buyer will be purchasing the items / services listed herein with GSA funds. If purchase will be made with non-GSA funds, pricing will be adjusted to commercial rates accordingly.

NOTE 7: InVeris assumes the buyer is tax exempt and therefore has not included any applicable sales tax in the offer herein. If the buyer is not tax exempt, any applicable sales tax must be included on the purchase order. A revised quotation can be provided upon request.

SALES TAX: If your organization is federal or state tax exempt, provide a copy of the tax exemption. InVeris is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is exempt from state sales tax, a copy of the tax exemption certificate will be required. Otherwise, please include the sales tax value on any resulting purchase order.

DELIVERY: Delivery on all items is 90 - 120 days after receipt and acceptance of order; receipt End User Certificate, and any required United States State Dept. or Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) licensing, whichever occurs last, unless otherwise noted.
- Delivery time frame is subject to availability of weapons from the manufacturer and receipt of customer-furnished weapons.
- Heavy Weapons: Delivery for Heavy Weapons is 6 months ARO and subject to availability from the manufacturer.

VALIDITY: For GSA Items: Pricing and terms are in accordance with the latest GSA schedule at the time of contract award.
For Open Market Items: Pricing is valid for 90 days.

CONTRACTOR: **InVeris Training Solutions, Inc.**
296 Brogdon Road
Suwanee, GA 30024
Tel: 678-288-1090
Fax: 678-288-1515

PAYMENT TERMS: **100% NET 30 Days**
Payment address: InVeris Training Solutions, Inc.
P.O. BOX 100530
Atlanta, Ga. 30384-0530

TERMS AND CONDITIONS: GSA Terms and Conditions, under GSA Contract apply to all GSA Items quoted. The InVeris Training Solutions Standard Terms & Conditions [ITSI-DOM-006_8-19-2020] incorporated by reference herein shall apply to all Open Market Items. If the Seller is awarded the contract\purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. InVeris shall provide the Terms & Conditions upon request.

PLEASE SUBMIT PURCHASE ORDERS TO:

EMAIL: ITS-ContractsMailUsers@inveristraining.com
FAX: 678.288.1515
MAIL: Attn: Contracts Dept.
InVeris Training Solutions, Inc.
296 Brogdon Road
Suwanee, GA 30024

GSA SCHEDULE: **GS-00F-113DA**

VENDOR INFO: **InVeris Training Solutions, Inc.**
Contract Administration Source:
Business Size: Large
DUNS Number: 00-765-5863
CAGE Code: 087W6
TIN: 58-2272995

InVeris Sales POC:

InVeris POC: **Bruce Hessler**
Virtual Sales
InVeris Training Solutions, Inc.
296 Brogdon Road
Suwanee, GA 30024
470-266-9218
bruce.hessler@inveristraining.com

PREPARED BY: Melissa Boltz
Proposal Manager

USE & DISCLOSURE OF DATA:

Any and all information and data contained herein is the property of InVeris Training Solutions, Inc. (InVeris); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to InVeris as a result of, or in connection with, the submission of this proposal, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction.

DESTINATION CONTROL STATEMENT:

This document contains Technical Data that is subject to the Export Administration Regulations (EAR99). Diversion contrary to U.S. Law is prohibited.

END USER CERTIFICATE:

This product may only be sold to an authorized entity that must be authorized to receive such equipment. The order must be accompanied with an End User Certificate and the end user must be listed on the purchase order/contract.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to enter into a 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
HVAC at SW Arts Center (PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Public Works	District 1

Requested Action

The Public Works Department is requesting approval from Mayor and Council to authorize Johnson's Control, Inc. to perform the HVAC Air Quality cleaning of the theatre facility located at S.W. Art Center (915 New Hope Rd) for the amount of $56,140.

Requirements for Council Action (City specific Council policy, statute or code requirement)

The Public Works Department is requesting approval from Council to authorize the JCI proposal to perform the HVAC Air Quality cleaning of the S.W. Art Center, this $56,140 amount requires Mayor and Council approval due to the purchasing policy guidelines of a purchase over $25,000.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The Actor's Equity Association, the labor union that has set forth the requirements of the deep cleaning of the theater facility located at S.W. Art Center (915 New Hope Rd). AEA has required all theater facilities perform an extensive, deep cleaning of the facilities prior to allowing any actors and stage members to enter the theatre room.

Cleaning will consist of air handlers, coils, fans, ductwork, grilles, registers, dampers, diffusers, turning vanes, PIU's and VAV's. A testing and load balance of the air handlers, terminal units, exhaust fans, supply fans, supply diffusers, and exhaust grilles.

Once completed, the City will meet the requirements need to allow True Colors the ability to use our theatre facility.

Funding Source (if applicable)

Repairs & Maintenance Buildings 100-6112-52-2200

Financial Impact (if applicable)

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval	**Finance Director Approval**
7.08.2021	7/8/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
7.12.21	7/8/21	7/14/2021

Johnson Controls, Inc.
Systems & Services Division
1350 Northmeadow Pkwy, Suite 100
Roswell, GA 30076
Telephone: 770-243-9131
Fax: 770/663-1490

Date: June 28, 2021

To: Mr. Anou Southsavath
City of South Fulton
5440 Fulton Ind Blvd SW
Atlanta, GA 30336

Subject: Sole Source Letter

Dear Mr. Southsavath,

Johnson Controls is the sole manufacturer and provider of Johnson Metasys and York equipment for the State of Georgia. This equipment includes all Metasys control products and both Johnson Controls and York HVAC equipment. City of South Fulton has both products installed in their properties.

Johnson Controls software upgrades are a proprietary process and the software is patented to Johnson Controls, Inc. You would need to develop a sole source procurement process any upgrades because only Johnson Controls makes the software and hardware capable of interfacing with the existing software and hardware. Johnson Controls is also the only one who can interpret the proprietary code and transform it into the current language on the current controllers. This includes things like graphics, controls sequences, and many of the existing set points.

Sincerely,

Johnson Controls, Inc.
Beth L'Hoste

Service Sales Account Representative
Mobile: 678-836-4668
Email: beth.a.l'hoste@jci.com

Johnson Controls/York, Inc.
Systems & Services Division
1350 Northmeadow Pkwy, Suite 100
Roswell, GA 30076
Telephone: 770/663-0663
Fax: 770/663-1490

Date: May 7, 2021

To: Anou Sothsavath
City of South Fulton Southwest Art Center
915 New Hope Rd SW
Atlanta, GA 30331

Project: HVAC – Air Quality

Johnson Controls/York, Inc. is pleased to offer the following proposal for your consideration.

Scope of work is as follows:

Theatre Building

- JCI will provide necessary labor and material to clean three air handling units, coils, fans, and all associate-ductwork, grills, registers, dampers, diffusers, turning vanes, PIU's and VAV's .
- JCI will provide necessary labor and material to clean two exhaust fans including casings that supply outside air to the backstage area
- Cleanliness verification will be visual and a picture report with before and after pictures will be provided.
- Provide labor for complete test and balance of (3) air handling units, (15) terminal units, (12) exhaust fans, (3) supply fans, (72) supply diffusers, (17) exhaust grilles and air changes where required
- All work to be done during normal business hours and will be coordinated with owner

Classroom Building

- JCI will provide all necessary labor and material to clean (2) air handling units, coils, fans and all associated grilles and registers
- JCI will provide labor to survey and balance air handling units outside air and exhaust
- All work to be done during normal business hours

(Alternate 1) Mechanical PM Both Buildings

- JCI will provide labor and material to clean condenser coils on (2) air cooled chillers and (2) condensing units
- JCI will leak check all units and verify proper operation of each system
- JCI will provide and install replacement Merv 8 filters in air handling units. JCI will return in 10-12 weeks and install Merv 13 filters
- JCI will provide and install replacement belts in air handling units

Your investment for Theatre and Classroom Buildings	**$49,477.00**
Your investment for Alternate 1	**$ 6,663.00**

Exclusions:

1. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
2. Price is for above scope only if any additional repairs or parts are found we will get with owner before work is completed

If you have any questions please call me.

Sincerely,

Johnson Controls/York Inc.

Beth L'Hoste

Beth L'Hoste
Account Representative
Cell: 678-836-4668

PROPOSAL PRICING VALID FOR THIRTY DAYS
Acceptance By: _____ Date: _____
Purchase Order Number: _____

Johnson Controls

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent.
   Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in he case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY**: JCI warrants service work and all materials of JCI manufacture against defects in workmanship and material for ninety (90) days from date of completion of the work and will re-perform defective services and repair or replace F.O.B. point of manufacture or shipment such products or components as JCI finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping, or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by York, but manufactured by others, JCI will extend the same warranty it receives from the manufacturer. From All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
4. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
5. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
6. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
7. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
8. **DISPUTES.** All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
9. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
10. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
11. **OCCUPATIONAL SAFETY AND HEALTH**. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
12. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
13. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council Approval of A Resolution Authorizing the City 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
GMA Master Lease Agreement 7.23	Cover Memo	7/23/2021
Res2021 Authorizing Master Lease between COSF and GMA, Inc	Cover Memo	7/21/2021
South Fulton Master Lease	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021	
Requesting Department Police/Fire/Finance	**Council District(s) Affected** All

Requested Action

Request Council adopt Resolution to establish the leasing arrangement between the City and GMA. This is only required to be executed this once. Lease Supplements will document each transaction under this Master Lease Agreement. The forthcoming Lease Supplements will be funding for the police and fire vehicles approved by Council June 8, 2021.

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)

In June 2021, Council approved leasing patrol and rescue vehicles through a competitive lease. Based on the three competitive bids for financing/leasing options, Georgia Municipal Association's (GMA) Equipment Financing Program was selected to lease the patrol vehicles over a period of five (5) years at an estimated rate of 1.26% and the rescue vehicles over a period of seven (7) years at an estimated rate of 1.78%. The estimated annual debt service for the patrol vehicles is $321,195 and based on estimated delivery time there is a potential for a monthly payment in FY21. The estimated annual debt service for the rescue vehicles is $209,818 and based on build time this will be reflected in the FY22 Budget. Adopting this Resolution and executing this Master Lease allows entry to the GMA Program and authorizes specific City officials to execute supplemental leases.

Funding Source (if applicable)

General Fund Capital Lease

Financial Impact (if applicable)

Lease Details in Summary and Background

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☑

Department Director Approval	Finance Director Approval
	Rachel McBerry 7/21/2021

Assistant City Manager Approval	City Attorney Approval	City Manager Approval
7-23-21		Tamri Fodder Jones 7/23/2021

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES-2021-###**

A RESOLUTION AUTHORIZING THE CITY OF SOUTH FULTON, GEORGIA TO ENTER INTO A MASTER LEASE AGREEMENT WITH THE GEORGIA MUNICIPAL ASSOCIATION, INC ("GMA") FOR THE LEASING OF CERTAIN TYPES OF VEHICLES AND/OR EQUIPMENT FOR USE BY THE CITY'S FIRE AND POLICE DEPARTMENTS, TO AUTHORIZE THE CITY MANAGER TO PERFORM ALL OTHER ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; 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;

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

WHEREAS, according to Section 3.10A of the City of South Fulton's Charter, the City has adopted and formed a city council – city manager form of government;

WHEREAS, the city manager is the chief administrative officer of the city with the responsibility of administering all of the city affairs placed in the city manager's charge by or under the Charter - § 3.25;

WHEREAS, the City, pursuant to Section 1.12 (b) (7) of its Charter, is authorized to enter into contracts and agreements with other governmental entities, private persons, firms and corporations;

WHEREAS, the proposed Master Lease agreement between the City and Georgia Municipal Association ("GMA"), Inc would be consistent with O.C.G.A. § 36-60-13;

WHEREAS, the proposed Master Lease agreement between the City and GMA, Inc is considered to be and contemplated as a qualified tax-exempt obligation as defined or within the meaning of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the City, pursuant to Section 3.22 (b) (4), authorizes the Mayor to sign and execute all written and approved contracts, ordinances, resolutions and other instruments on behalf of the City. The City Council, however, may also delegate contract signing authority to the city manager to the extent allowed by law;

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

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES as follows:

Section 1. The City finds that the leasing of certain property pursuant to a Master Lease
(the "Master Lease") with the Georgia Municipal Association, (“GMA’) Inc. is essential to operation of the governmental functions of the City. The execution and delivery of such documents as may be necessary to effectuate these purposes is authorized.

Section 2. The City Council hereby authorizes the City Manager, its Chief Administrative Officer, in the name and on behalf of the City to execute and deliver the Master Lease in substantially the form presented to this meeting, with such changes and additions as shall be approved by the City Manager and approved as to form by the City Attorney and such other documents that shall be deemed by the City Manager to be necessary or desirable to effect the purposes hereof; and the approval of this Resolution and subsequent execution of the Master Lease will constitute conclusive evidence that the executed Master Lease and/or associated documents has been authorized and approved by the City. Therefore, according to the City’s Charter and this Resolution the City Manager is further authorized to do all things necessary or appropriate to effectuate the purposes and intent of this Resolution, that is, to facilitate, implement and/or execute all necessary documents to effectuate the Master Lease between the City and GMA, Inc., which may include, but is not limited to the assistance or input from any department head, employee and/or City Attorney, as deemed necessary.

Section 3. The leases contemplated by the Master Lease are hereby designated "qualified
tax-exempt obligations" within the meaning of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended.

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 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 5. 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 6. 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.

[**signatures, clerk attestation and voting results appear on following page**]

GEORGIA MUNICIPAL ASSOCIATION

President
Vince Williams
Mayor, Union City

First Vice President
Jim Thornton
Mayor, LaGrange

Second Vice President
Julie Smith
Mayor, Tifton

Third Vice President
Michelle Cooper Kelly
Councilwoman, Marietta

Immediate Past President
Phil Best
Mayor, Dublin

Executive Director
Larry H. Hanson

May 7, 2021

Captain Wayne Gilliard
City of South Fulton
5890 Plummer Road
South Fulton, Georgia 30336

RE: Direct Lease Program Master Lease

Dear Captain Gilliard,

Thank you for giving GMA an opportunity to assist with the City's financing needs. Enclosed is a Master Lease for council consideration. This agreement will establish entry to the program and authorize specific City officials to execute supplemental leases.

We normally quote rates up to 30 days prior to your loan origination date. The interest rate is based on terms ranging from two to ten years. Additional features include ***no pre-payment penalties, no final "balloon" payment or charges, no upfront fees, and standardized legal documents***.

GMA staff is also available to service your lease over the life of the loan. The program offers flexible payment terms including monthly, quarterly, semi-annual, and annual payment dates.

We look forward to servicing the City's leases. If you have any questions please contact me direct at (404) 808-9343.

Sincerely,

Philip Potter
GMA Financial Services

Enclosures

The Burgess Building • 201 Pryor Street, SW • Atlanta, GA 30303-3606 • Tel 404.688.0472 • Toll Free 888.488.4462 • Fax 678.686.6289 • www.gmanet.com
Mailing Address: PO Box 105377 Atlanta, GA 30348

Instructions for Completing the Master Lease

(Areas requiring city action are highlighted and identified with a yellow flag)
PLEASE PAY CAREFUL ATTENTION TO SIGNATURES & DATES---OUR LENDERS WILL NOT PROCESS INCOMPLETE OR INCORRECT PAPERWORK

Master Lease

1. On the title page, **leave the effective date of the Master Lease blank.**
   (The effective date will be the date it is signed by GMA.)

2. On the signature page:

   - Sign and date by a designated City official (usually the Mayor);
   - Notarize and attest the signature (attesting is usually done by City Manager or Clerk);
   - Affix the City seal;

- If not already completed, insert the City's mailing address and contact name (contact name is usually person who signs the Master Lease).

NOTE: Exhibits A & B are for reference only

Authorization Resolution and Clerk's Certificate (Exhibit C)

1. Submit to the Council for adoption and approval.

2. In Section 2, fill in the City officer authorized to execute and deliver the Master Lease and subsequent lease supplements.

3. In Section 4, review the positions of the two City officials authorized to execute this lease and future lease supplements.

4. At the bottom: Clerk must complete the "**Clerk's Certificate**" by entering the date the resolution or ordinance (please identify) was adopted by council; signing and dating where applicable; and affixing the City seal..

Form of City Attorney Opinion (Exhibit D)

1. City Attorney should review the master lease and prepare an opinion letter, in this form, on their letterhead. Please ask your attorney to leave the date blank in the "Re:" paragraph. This date will be the date GMA executes the Master lease.

MASTER LEASE

by and between

GEORGIA MUNICIPAL ASSOCIATION, INC.

as Lessor

and

THE CITY OF SOUTH FULTON, GEORGIA

as Lessee

Date _____

THIS MASTER LEASE, is made by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia nonprofit corporation, and its successors and assigns ("Lessor"), and the municipal corporation of the State of Georgia signing below ("Lessee").

RECITALS:

A. Lessee desires to lease certain real or personal property from Lessor pursuant to the provisions hereof and pursuant to the authority of O.C.G.A. Section 36-60-13.

B. The real or personal property to be leased and the terms of the particular leases are to be set forth in Lease Supplements to this Master Lease from time to time.

THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 Definitions. The following terms shall have the meanings set forth below for all purposes of this Master Lease:

"Additional Rentals" shall have the meaning ascribed to that term in Section 4.8 hereof.

"Appropriation Certificate" means an Appropriation Certificate attached as Schedule C to the form of Lease Supplement, completed and delivered to Lessee.

"Bank-Qualified Lease" means a Lease designated as a "qualified tax-exempt" obligation under Section 265(b)(3) of the Code. Each Lease hereunder shall be a Bank-Qualified Lease unless it is designated as a Non-Bank-Qualified Lease on a Lease Supplement.

"Code" means the Internal Revenue Code of 1986, as amended, and any applicable regulations thereunder.

"Event of Default" means one of the events described in Section 9.1 hereof.

"Event of Nonappropriation" means a nonrenewal of a Lease by the Lessee, determined by (i) Lessee's failure to appropriate in Lessee's annual budget for any of Lessee's fiscal years, within 30 days after the commencement of the fiscal year, with respect to each of the Leases, moneys sufficient to pay the Rentals and the Termination Payment for such fiscal year as provided herein, or (ii) receipt by Lessor of a Nonrenewal Notice. The Lessor at its option, with the consent of the Lessee (and a subsequent appropriation as described in (i) above shall be such a consent) can waive the effects of an Event of Nonappropriation.

"GMA" means Georgia Municipal Association, Inc., regardless of any assignment by it of its rights hereunder.

"Interest Portion" means that portion of Rentals attributed to interest on a Rental Schedule.

"Lease" means the leasing of any Property pursuant to a particular Lease Supplement.

"Lease Amount" means the costs associated with the Property described in the Property Schedule to the pertinent Lease Supplement.

"Lease Supplement" means a Lease Supplement hereto, in the form attached as Exhibit "E" hereto, entered into by Lessor and Lessee with respect to particular Property leased hereunder.

"Master Lease" means this Master Lease, and any amendments and Lease Supplements hereto.

"Non-Bank-Qualified Lease" means a Lease which is designated as a Non-Bank-Qualified Lease on the pertinent Lease Supplement.

"Nonrenewal Notice" means a notice delivered to Lessor pursuant to Section 3.1 hereof evidencing Lessee's intention not to renew a Lease for the subsequent Renewal Term or Ending Term.

"Permitted Encumbrances" shall mean, as of any particular time, (i) liens for taxes and assessments not then delinquent; (ii) utility, access, and other easements and rights-of-way, restrictions, and exceptions that will not interfere with the enjoyment of the Property, in the opinion of the Servicer; or (iii) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property similar in character to the Property as may be consented to by the Servicer.

"Property" means the land, building, structures, machinery, equipment, vehicles or other personal property leased by any Lease Supplement, together with all additions, accessories, accessions, modifications, attachments, repairs, replacements and replacement parts thereto and therefor.

"Property Schedule" means the Property Schedule attached as Schedule A to a Lease Supplement.

"Purchase Price" means the price to be paid for Lessee's purchase of the Property set forth in the Rental Schedule.

"Rental Schedule" means the Rental Schedule attached as Schedule B to a Lease Supplement, as same may be modified or amended.

"Rentals" means the amounts payable by Lessee for any Lease, described in the Rental Schedule.

"Servicer" means, individually, the entity from time to time named by Lessor as Servicer for a Lease under this Master Lease, and, collectively, all of the Servicers, as the context may require. In the event that at any time there shall be no Servicer for a Lease, Lessor shall be deemed to be Servicer.

"Site" means any portion of Property consisting of Land.

"Termination Payment" means, for each Lease, the aggregate of the Rentals due for the next succeeding Renewal Term or Ending Term, as the case may be, or the amounts shown as the Termination Payment on the Rental Schedule if the Property is real property.

The terms "Starting Date," "Ending Date," "Starting Term," "Renewal Term," "Ending Term," and "Lease Term" for any Lease are defined in the pertinent Lease Supplement.

ARTICLE II
LEASING: PURCHASE OPTION

2.1 Lease Supplements.

(a) Lessor and Lessee may enter into Lease Supplements hereto with respect to the Lease of particular Property, subject to the approval of Servicer and to all of the other terms and conditions of this Master Lease, and for so long as no Event of Default or Event of Nonappropriation has occurred hereunder.

(b) GMA will send the proposed Servicer a Notice of Intent to Lease, in the form attached hereto as Exhibit "B", when GMA becomes aware that Lessee intends the execution and delivery of a Lease Supplement.

(c) Each Lease shall be entered into only for Property of the types shown on Exhibit "A" hereto and shall have a Lease Term not exceeding the maximum leasing period for such type of Property as shown on Exhibit "A" hereto, unless Servicer should approve a variance in writing for a particular Lease.

(d) Following submission of the fully completed and executed materials described in paragraph (b) above, and provided that the conditions set forth in paragraph (a) above are satisfied, Lessor, or Servicer on its behalf, will prepare a Lease Supplement and the proposed Rental Schedule and Property Schedule thereto, and forward same to Lessee, together with forms for the additional schedules to the Lease Supplement (or any current versions thereof). Lessee must then execute the Lease Supplement and provide it, together with fully completed and executed copies of the additional schedules to the Lease Supplement to Lessor.

(e) Following receipt of the completed and executed Lease Supplement and schedules as described in paragraph (d) above, Lessor will execute the Lease Supplement, whereupon same shall constitute an effective Lease of the Property described in the Property Schedule thereto, and governed by the terms of this Master Lease.

(f) In no event will Lease Supplements having Lease Amounts aggregating in excess of any pre-approved limit of the applicable Servicer be entered into without the consent of Servicer.

2.2 Title to the Property. (a) Title to the Property initially shall be in Lessor. Lessor shall hold title to the Property during the Lease Term, to the extent required by O.C.G.A. § 36-60-13, as modified by O.C.G.A. § 36-60-15. To the extent permitted by O.C.G.A. § 36-60-13, and as authorized by O.C.G.A. § 36-60-15, at the Starting Date of each Lease pursuant to the Lease Supplement the Lessee shall be transferred title to the Property pertaining to such Lease, and Lessee shall accept such title subject to an obligation to transfer title back to the Lessor or its assignee in the event the Lease is not fully consummated. In order to best reflect the status of legal title and subject to the foregoing, Department of Motor Vehicles Certificates of Title for vehicles constituting Property shall be applied for showing the Lessee as “owner” and Lessor or the person to whom GMA assigns the Lease as the “lienholder.”

(b) Should the Property constitute real property, Lessee will cause to be conveyed good and marketable title thereto to Lessor. Lessor will convey Property constituting real property by Deed to Secure Debt, and will grant a security interest in Property constituting personal property, to Servicer, as security for the Lease. The Lease shall be subject and subordinate to any such Deed to Secure Debt or security interest.

(c) The Lessee shall take any and all actions reasonably required to maintain and evidence Lessor's interest in the Property at all times during the Lease Term.

(d) Lessee hereby grants to GMA and its assigns first and prior lien and security interest in any and all rights, title and interest of Lessee in and to the Property and in all additions, attachments, accessions, accessories, repairs, replacements, improvements and substitutions, now or hereafter acquired together with the proceeds thereof.

(e) Upon the exercise of a purchase option in accordance with Sections 2.4 or 3.4 hereof, any and all right, title and interest of Lessor in and to the Property shall be transferred to and vest in Lessee, and, on request, Lessor will provide a quitclaim bill of sale to such Property. Such transfer shall be without warranty, express or implied. Lessee will accept any such purchased Property "as is" and at its current location.

2.3 Personal Property. If the Property consists of personal property, the Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be in any manner physically attached to real estate. If requested by Lessor or Servicer, Lessee will furnish a satisfactory landlord's or mortgagee's waiver with respect to the Property.

2.4 Purchase Option. Upon thirty (30) days' prior written notice from Lessee to Lessor and Servicer (and, unless all Property subject to Lease Supplements serviced by that Servicer is to be purchased, provided that there is then existing no Event of Default or event which with notice or lapse of time, or both, could become an Event of Default), Lessee will have the option to purchase any item of Property on the date specified by paying to Lessor the then applicable Purchase Price. If the item of Property is less than all of the Property covered by a Lease Supplement, the Purchase Price payable is that portion of the Purchase Price shown on the Rental Schedule corresponding to the ratio of the cost of the item of Property to be purchased to the Lease Amount. If less than all of the Property covered by a Lease Supplement is purchased, Servicer will prepare and send to Lessor and Lessee a revised Rental Schedule to reflect the removal of the purchased Property from the Lease.

ARTICLE III
TERM OF LEASES

3.1 Renewal, Expiration or Termination of a Lease Term. The current Starting Term or Renewal Term of each Lease will renew automatically on January 1 of each year for a Renewal Term or Ending Term, until the Ending Date, unless Lessee provides Lessor and Servicer by October 1 of the year preceding such January 1 a Nonrenewal Notice. Notwithstanding the foregoing, the Lease Term of a Lease will expire or terminate, as appropriate, prior to its stated term as of the first to occur of the following: (a) December 31 of the last year for which such Lease has been renewed pursuant to the terms hereof, or (b) the date of termination of the Lease by Lessor, if there occurs an Event of Default. Notwithstanding anything in this Master Lease or any Lease to the contrary, each Lease shall terminate absolutely and without further obligation on the part of the Lessee at the close of the Starting Term or last Renewal Term for which such Lease has been renewed. The parties intend that each Lease operate in conformity with and not in contravention of O.C.G.A. § 36-60-13, and in the event that any Lease would conflict therewith, the Lease and this Master Lease shall be interpreted and implemented in a manner consistent with such statute.

3.2 Effect of Nonappropriation on other Leases. Should an Event of Nonappropriation occur with respect to any Lease, Lessor may by notice to Lessee deem such event to be the exercise of Lessee's purchase option pursuant to Section 2.4 hereof with respect to any or all other Leases that the pertinent Lessor holds. In connection with any such purchase, that Lessor, upon payment of amounts owing to it hereunder, will cooperate with Lessee at the request and expense of Lessee, in transferring that Lessor's interest in such Lease and the Property to a new lessor in lieu of transferring title on purchase to Lessee.

3.3 Delivery of Property Following Expiration or Termination. If an Event of Default or an Event of Nonappropriation with respect to a Lease occurs hereunder, Lessee will then (or, in the case of an Event of Nonappropriation only, on December 31 of the last year for which such Lease has been renewed pursuant to the terms hereof) surrender peaceably possession of the Property to the pertinent Lessor in good condition and repair, normal wear and tear excepted. Property constituting personal property shall be prepared by Lessee for shipment in accordance with Lessor's or its assignee's specifications and freight prepaid and insured to any location in the continental United States designated by that Lessor; provided further, however, until the Property is actually delivered to that Lessor, the risk of loss shall remain with Lessee or its assignee. Property that is real property shall be vacated by the Lessee on demand. That Lessor will have all legal and equitable rights and remedies to enforce its rights, including but not limited to, the right to take possession of the Property. On request, Lessee shall execute and deliver to that Lessor such deeds, bills of sale, assignments, releases or other instruments as necessary or desirable to vest or confirm in Lessor or its assignee all right, title and interest of Lessee in the Property.

3.4 Purchase Upon Ending Date. Should a Lease continue to be renewed throughout the Lease Term and should there exist no Event of Default, Lessee shall have the option to purchase the Property on the Ending Date for the sum of $1, and shall be deemed to have exercised such option unless it shall have provided notice of the non-exercise of such option to Lessor at least 30 days prior to the Ending Date.

ARTICLE IV
PAYMENT OBLIGATIONS

4.1 Rentals Payable. The Lessee shall pay the Rentals in the amounts, at the times, and in the manner set forth in the Rental Schedule attached as Exhibit B to the Lease Supplement.

4.2 Termination Payment. The Lessee shall pay to the Lessor the Termination Payment upon expiration or termination of the Lease Term of a Lease pursuant to Section 3.1 hereof, except upon expiration on the Ending Date. Furthermore, if Lessee has not made an appropriation with respect to the Lease of moneys sufficient to pay the Rentals and Termination Payment payable in the fiscal year of Lessee in which the following January 1 falls, on or prior to the last business day of each calendar year, Lessee shall pay the Termination Payment to Lessor; provided, however, that if Lessee makes such appropriation by the following February 1, the obligation to make the Termination Payment pursuant to the second sentence of this Section 4.2 shall be null and void, and the Termination Payment, if received by Lessor, shall be returned to Lessee.

4.3 Covenants Regarding Appropriations.

(a) Lessee will cause its budget officer (i) to include in its annual budget proposal a request or requests for the amounts necessary to pay the Rentals and the Termination Payment for each Lease during the fiscal year of Lessee that is the subject of such budget, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys actually appropriated to pay such Rentals and the Termination Payment.

(b) The Lessee will provide to Lessor an Appropriation Certificate for each Lease, with respect to the current fiscal year, within 15 days of the adoption of each annual budget.

(c) Lessee shall notify Lessor in writing promptly, and prior to February 1 of each Renewal Term or Ending Term, of the amount of any deficiency in appropriations for the Leases and whether or not Lessee believes such deficiency will cause it to be unable to pay Rentals coming due hereunder during the current Renewal Term or Ending Term.

4.4 Limitations on Liability. The provisions of this Section 4.4 shall apply notwithstanding anything herein to the contrary.

(a) Nothing in this Master Lease shall be construed to require the governing body of Lessee to make any future appropriation of money to pay any Rentals, the Termination Payment, the Purchase Price or other amounts owing hereunder.

(b) All payments required to be made by Lessee hereunder constitute current expenses of Lessee, and Lessee's obligations hereunder are from year to year only and do not constitute a mandatory payment obligation of Lessee in any ensuing calendar year beyond the current calendar year in contravention of O.C.G.A. Section 36-60-13, as amended. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of Lessee or the State of Georgia, within the meaning of any constitutional or statutory debt limitation. This Master Lease does not directly or indirectly obligate Lessee to make any payments hereunder beyond those appropriated for Lessee's then current calendar year.

4.5 Payment; Late Payments. All payments required to be made by Lessee hereunder shall be paid in lawful money of the United States of America, by check drawn against funds of Lessee, at the office of Servicer or in such other manner or at such other place as may be agreed to by Servicer and Lessee. All payments required to be made by Lessee hereunder not paid within 10 days of the due date shall, unless waived by the Lessor, bear additional interest equal to five percent (5%) of the delinquent amount.

4.6 Tax Treatment of Rentals.

(a) Each Lease is entered into on the basis that the Interest Portion of the Rentals is not includable in the gross income of the pertinent Lessor for Federal income tax purposes and, unless it is a Non-Bank-Qualified Lease, that Lessor's assignee's may deduct at least 80% of its interest costs with respect to the Lease under Section 265(b)(3) of the Code.

(b) For the purposes of this Section 4.6, the following terms are defined as follows:

"Adjusted Rate" means that rate of interest that must be applied to a Lease Amount so as to preserve the same after-tax economic yield with respect to the corresponding Interest Portion of Rentals on a Lease as that Lessor (including specifically any assignee of the Interest Portion) would have had if the Interest Portion had been excludable from gross income for Federal income tax purposes, and if such Lessor's interest expense allocable to the Lease had been deductible from gross income.

"Event of Taxability" means a determination by the Internal Revenue Service, any court of competent jurisdiction, or bond counsel acceptable to Lessor that the Interest Portion of Rentals on a Lease is includable in gross income for Federal income tax purposes.

"Federal Tax Rate" means the maximum marginal Federal income tax rate applicable to corporations.

(c) Following the occurrence of an Event of Taxability: (i) Lessee shall pay to that Lessor within thirty days of billing a sum equal to (A) the increase in the Interest Portion when computed at the Adjusted Rate for the period from the effective date of the Event of Taxability to the effective date of the modification described in (ii) below, and (B) all interest, penalties and other similar charges payable by that Lessor to the Internal Revenue Service as a result of the Event of Taxability; and (ii) Servicer shall modify the Interest Portion of the Rentals under the Rental Schedule for the Lease Supplement for all future periods to reflect the Adjusted Rate, and provide notice thereof to that Lessor and Lessee, which adjusted Rentals Lessee shall thereafter pay.

(d) Should the Federal Tax Rate change from time to time following any Starting Date, Servicer shall modify the Interest Portion of the Rentals under the Rental Schedule for the Lease Supplement for all future periods by a fraction the numerator of which is 100% minus the Federal Tax Rate as so changed and the denominator of which is 100% minus the previous Federal Tax Rate, which adjusted Rentals Lessee shall thereafter pay.

(e) Should the deduction for interest expense for obligations described in Section 265(b)(3) or any successor provision of the Code be reduced after the Starting Date of any Lease, Servicer shall modify the Interest Portion of the Rentals under the Rental Schedule for the Lease Supplement pertaining to all Leases (other than Non-Bank-Qualified Leases) for all future periods so as to preserve the same after-tax economic yield with respect to the Interest Portion as Lessor (including specifically any assignee of the Interest Portion) had prior to such reduction, which adjusted Rentals Lessee shall thereafter pay.

(f) Lessee specifically designates each Lease (other than a Non-Bank-Qualified Lease) under this Master Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3) ("Qualified Obligation"). Upon determination by bond counsel acceptable to Lessor that a Lease (other than a Non-Bank-Qualified Lease) is not a Qualified Obligation, Servicer will: (A) adjust the Interest Portion of the Rental Schedule to preserve that Lessor's after-tax economic yield with respect to interest, taking into account the interest expense deduction unavailable for that reason, which adjusted Rentals Lessee will thereafter pay, and (B) will invoice Lessee for the amount necessary to preserve that Lessor's after-tax economic yield with respect to the Interest Portion of Rentals previously paid on such Lease, taking into

account the interest expense deduction unavailable for that reason, which amount Lessee will pay within ten days. Lessee will take no action which will directly or indirectly affect the deductibility of that portion of Lessor's interest expense allocable to a Lease (other than a Non-Bank-Qualified Lease).
(g) Servicer's determinations of adjustments or amounts under this Section 4.6 shall be conclusive.

4.7 Additional Rentals. In addition to the Rentals, Lessee shall pay on a timely basis, but only from legally available funds appropriated for such purposes, to the parties entitled thereto an amount or amounts (the "Additional Rentals") for the calendar year to which the following items apply or relate, equivalent to the sum of the following: (i) the out-of-pocket expenses of the Lessor relating to the Property not otherwise required to be paid by the Lessee under the terms of this Lease, (ii) the costs of taxes and charges as required under Section 5.4 hereof; (iii) any other fees, costs, levies, charges, taxes, assessments or expenses that the Lessor is required to pay in connection with this Lease or the Property.

ARTICLE V
MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

5.1 Use: Repairs. Lessee will use, maintain and operate the Property in good order, condition and repair, ordinary wear and tear excepted, and in a safe and a careful manner for the use contemplated, and shall comply with all laws, ordinances, insurance policies and regulations relating thereto, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessor shall have no responsibility for the condition of the Property, which Lessee accepts "as-is," or for the maintenance or repair of the Property. Lessee shall not attach or incorporate the Property constituting personal property to or in any other item of equipment in such a manner that the Property becomes or may be deemed to have become an accession to or a part of such other property. Lessee, at its expense, will keep the Property in good repair and operating condition and furnish all parts, mechanisms and devices required thereto. If the Property is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement. In addition, if any parts or accessories forming part of the Property shall from time to time become worn out, lost, destroyed, damaged beyond repair or otherwise permanently rendered unfit for use, Lessee, at its own expense, will within a reasonable time replace such parts or accessories, or cause the same to be replaced, by replacement parts or accessories which are free and clear of all liens, encumbrances or rights of others and having a value and utility at least equal to the part or accessories replaced (assuming such replaced parts or accessories were in the condition and repair required to be maintained by the terms hereof). All property, accessories, parts and replacements for or which are added to or become attached to the Property which are essential to the operation of the Property or which cannot be detached from the Property without materially interfering with the operation of the Property or adversely affecting the value and utility which the Property would have had without the addition thereof, shall immediately be deemed incorporated in the Property and subject to the terms of the Lease as if originally leased thereunder, and title thereto shall vest in Lessor. Each Lease shall be deemed and construed to be a "net-net-net lease," and Lessee hereby agrees that the Rentals provided for therein shall be an absolute net return to the Lessor free and clear of any expenses, charges or setoffs whatsoever, except as otherwise specifically provided hereon.

5.2 Alterations. Lessee will not make any alterations, additions or improvements to the Property without Lessor's prior written consent, unless such alterations, additions or improvements shall not diminish the value or utility of the Property or impair the utility or condition thereof. Title to all parts or improvements incorporated or installed in, on or attached to or added to the Property constituting personal property as the result of such alteration, addition or improvement shall, without further act, be with the Property, and Lessee shall execute and deliver to Servicer such further assurances as may be required to assure that the pertinent Lessor shall have a perfected security interest therein; provided, however, that Lessee may, at any time, remove and not replace a part of Property constituting personal property, if no Event of Default has occurred and is continuing and such part (i) is in addition to, and not in replacement of or substitution for, any part originally incorporated or installed in or attached to the Property or any part in replacement of, or substitution for, any such part, (ii) is not required to be incorporated or installed in or

attached or added to the Property pursuant to this Section 5.2, and (iii) can be removed from the Property without diminishing or impairing the value, utility or condition which the Property would have had at such time had such alteration, addition or improvement not occurred.

5.3 Location; Inspection. Property constituting personal property will not be removed from, or if the Property consists of vehicles, its permanent base will not be changed from, the Lessee, without Lessor's prior written consent. Lessor and the Servicer and their agents will be entitled to enter upon the Property location or elsewhere during reasonable business hours to inspect the Property or observe its use and operation.

5.4 Liens and Taxes. Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Master Lease and Permitted Encumbrances. Lessee shall pay, when due, and, to the extent permitted by law, hold Lessor and the Servicer harmless against, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the leasing, rental, sale, purchase, ownership, possession or use of the Property, whether imposed upon Lessor, Servicer or Lessee, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor or Servicer shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor or Servicer pays any charge or tax for which Lessee is responsible or liable under this Master Lease, Lessee shall reimburse Lessor or Servicer therefor plus interest on any unreimbursed amounts from the date of payment by Lessor at the Servicer's Prime Rate until the date of reimbursement.

5.5 Cooperation. The Lessor shall cooperate fully with Lessee at the expense of Lessee in filing any proof of loss with respect to any insurance policy maintained pursuant to this article.

5.6 Insurance. Unless Servicer otherwise should consent in writing, Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage and property damage insurance with respect to the Property in customary amounts. In lieu of such insurance, Lessee may cover the Property under the programs of the Georgia Interlocal Risk Management Agency, authorized by O.C.G.A. Section 36-85-1 et seq. Each such insurance policy or coverage agreement will name Lessee as an insured and the pertinent Lessor as loss payee, and will contain a clause requiring the insurer to give the loss payee at least thirty (30) days prior written notice of any alteration in the terms of such policy or agreement or the cancellation thereof. The proceeds of any such insurance policies or coverage agreement will be payable to Lessee, Lessor or their respective assigns as their interests may appear. In the event of any loss, theft, destruction, damage, injury, accident or condemnation involving the Property, Lessee will (a) promptly provide Servicer with written notice thereof and make available to Lessor all information and documentation relating thereto, and (b) at the option of Lessor, (i) exercise its purchase option under Section 2.4 hereof or (ii) promptly and fully replace or restore the Property or repair the Property to its condition prior to such loss, theft, damage, vandalism, destruction or condemnation, and cause such repaired, restored or replaced Property to be conveyed to Lessor or its assigns and leased hereunder. Lessor will provide any net proceeds of such insurance or coverage agreement or of condemnation for such purpose, but Lessee shall satisfy any further obligation from its own funds. Lessee shall be obligated to pay to Lessor an amount equal to the difference of the value of the Property immediately before the casualty or taking occurred (assuming the Property was then of the value or utility and in the condition and repair required to be maintained by the terms hereof) and the value of the Property after any such replacement, restoration and repair; any such payment shall reduce the Rentals for the Property and the Servicer shall send an appropriate modification to the rental Schedule to Lessor and Lessee. Any such repaired or replaced Property shall be owned by Lessor and be leased hereunder, and Lessee shall execute such further assurances as may be required to place such title in Lessor. No loss, theft, destruction, damage, injury, accident or condemnation involving the Property shall obviate or diminish the obligation of Lessee to pay Rentals hereunder. All of the Lessee's property of any kind that may be on or about the Property or placed in the custody of any of the Lessee's employees or agents shall be held at the sole risk of the Lessee, and the Lessor shall have no liability to the Lessee for any theft or loss thereof or damage thereto from any cause whatsoever.

ARTICLE VI
DISCLAIMER OF WARRANTIES: INDEMNIFICATION

6.1 Disclaimer of Warranties. THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE PROPERTY, INCLUDING THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE PROPERTY OR WITH RESPECT TO PATENT INFRINGEMENT. THE LESSEE ACKNOWLEDGES THAT THE LESSOR IS NOT A MANUFACTURER OF THE PROPERTY OR A DEALER THEREOF, AND THAT THE LESSEE IS LEASING THE PROPERTY AS-IS. In no event shall Lessor be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Master Lease or for the existence, furnishing, functioning or Lessee's use and possession of the Property.

6.2 Unconditional Obligation. Lessee's payment obligations under this Master Lease are unconditional, notwithstanding any claim, defense, set-off or counterclaim against Lessor or otherwise. Lessee's sole remedy for the breach of any vendor's or manufacturer's warranty or representation shall be against the vendor or manufacturer, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Master Lease, including the right to receive full and timely payments hereunder.

6.3 Additional payments Covenants. To the extent permitted by law, and as part of the consideration for the use of the Property, Lessee shall and hereby agrees to pay to Lessor, the Servicer, and any successors or assigns the amounts of any and all claims, losses, damages, actions, proceedings, expenses, or liabilities, including legal fees and expenses and court costs, arising in connection with the Property (but not due to the negligence or wrongful acts of such parties or the breach of their obligations hereunder), including but not limited to claims, losses, damages, actions, proceedings, expenses, or liabilities arising out of (i) the use, maintenance, condition or management of the Property by Lessee, (ii) any breach or default on the part of Lessee in the performance of any of its obligations under this Master Lease, (iii) any act or negligence of Lessee or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (iv) any act or negligence of any assignee or sublessee of Lessee with respect to the Property, or (v) the acquisition of the Property or the authorization of payment of the costs thereof by Lessee.

6.4 Assurance Against Invalidity. To the extent permitted by law, and as part of the consideration for the use of the Property, in the event that any court of competent jurisdiction should finally determine that a Lease is invalid for any reason, any interest of Lessee in the Property shall terminate and title thereto shall be in Lessor, and Lessee shall pay to Lessor the amount of all loss and expense as a result of such invalidity; provided, that funds for the satisfaction of such obligation shall be limited to amounts as may be appropriated for the payment of amounts due under the Lease or other funds lawfully available for the payment thereof.

ARTICLE VII
ASSIGNMENTS; SERVICERS

7.1 Assignments by Lessee. Neither this Master Lease, any Lease Supplements, nor any interest of Lessee herein or in the Property shall be mortgaged, pledged, assigned, subleased or transferred by Lessee, except with the express written consent of Lessor and Servicer.

7.2 Assignments by Lessor. Any Leases, the related Lease Supplements, the Lessor's interests in the pertinent Property, any related documents, and the Lessor's rights, powers and remedies under this Master Lease with respect to such Leases may be assigned and reassigned in whole or in part by Lessor to one or more assignees, and Lessee agrees upon receipt of notice of such assignment to fully recognize any such assignee as Lessor to the extent provided by such assignments. Lessee agrees to execute and deliver any further assurances requested by such an assignee to confirm the interests of the assignee. Following any such assignment, the term "Lessor" hereunder shall refer to the assignee with respect to the pertinent

Lease, or to all such assignees, as the context shall require. Any assignment or reassignment of rights under Leases must be registered by filing same with Lessee, and GMA will keep a complete and accurate record of such assignments and reassignments as necessary to comply with Section 149(a) of the Code.

7.3 Servicers. Lessor may appoint one or more Servicers of Leases, and each such appointee shall be the "Servicer" hereunder with respect to the Leases to which the appointment applies. Unless Lessor appoints a different Servicer with respect to a Lease, the assignee of the Lease shall be the Servicer for such Lease.

ARTICLE VIII
REPRESENTATIONS. COVENANTS AND WARRANTIES

8.1 Representations, Covenants, and Warranties of the Lessee. The Lessee hereby represents, covenants, and warrants on a continuing basis as follows:

(a) Lessee is a municipal corporation duly created and existing under a charter enacted by the General Assembly of Georgia. The Lessee has the power and authority to enter into the transactions contemplated by this Master Lease and each Lease in effect, and to carry out such obligations. The Lessee has been duly authorized to execute and deliver this Master Lease and each Lease in effect.

(b) The Master Lease and each Lease Supplement have been duly authorized, executed and delivered by the Lessee and constitute its legal, valid, binding obligations, enforceable in accordance with their terms. The Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents Lessee from entering into this Master Lease and each Lease in effect or performing any of such obligations. There exists no default or "Event of Default", under the Master Lease and each Lease Supplement, and each is in full force and effect.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting Lessee or any of the Leases, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect any of the Leases, the transactions contemplated by this Master Lease or any of the Leases, or any other agreement or instrument to which Lessee is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Master Lease and each Lease Supplement.

(d) The entering into and performance of this Master Lease and each Lease in effect will not violate any judgment, order, law, charter or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Property pursuant to, any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

(e) All requirements have been met and proceeds have occurred in order to ensue the enforceability of this Master Lease and each Lease in effect, and Lessee has complied or will comply with such public bidding requirements as may be applicable to this Master Lease and each Lease in effect and the acquisition of the Property and the conveyance of Property to Lessor. No officer or employee of the Lessee has violated O.C.G.A. §§ 45-10-3 or 45-10-23 in connection with the transactions contemplated by the Master Lease.

(f) The payment of the amounts due hereunder or any portion thereof will not be (i) secured by any interest in property used or to be used in a trade or business or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business, within the meaning of Section 141(a) of the Code. None of the Property will be used in any such trade or business.

(g) The Property is essential to the proper, efficient and economic operation of Lessee, and during the term hereof, the Property will be used by Lessee, or by other departments and agencies of Lessee consistent with the permissible scope of Lessee's authority for the purpose of performing one or more essential governmental or proprietary functions.

(h) The Property that is subject to each Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date under the pertinent Lease.

(i) Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations.

(j) The proceeds of each Lease will not be used in a manner and no other action will be taken or omitted that would cause such Lease to be an “arbitrage bond” under Section 148 or a “private activity bond” under Section 142 of the Internal Revenue Code of 1986, as amended and regulations promulgated under that Section.

(k) Lessee shall furnish to Servicer Lessee's annual financial statements as soon as available, and shall permit Servicer, Lessor or their agents and representatives to inspect Lessee's books and records and make extracts therefrom. Lessee will furnish such other or more current financial information as the Servicer may request from time to time;

(l) All financial statements delivered to Lessor or Servicer fairly and accurately reflect Lessee's financial condition as of the date thereof. There has been no material adverse change in Lessee's financial condition since the date of the last financial statements submitted to Lessor or the Servicer.

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

9.1 Events of Default Defined. The following shall be "Events of Default" under this Master Lease:

(a) Failure by Lessee to pay any payment required to be paid hereunder within 10 days of the due date; provided, however, that Lessee shall have until the following February 1 to cure any failure to pay the Termination Payment required pursuant to the second sentence of Section 4.2 hereof;

(b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed herein, in a Lease Supplement or otherwise with respect hereto, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by the Servicer or Lessor;

(c) The subjection of any right or interest of Lessee under this Master Lease to any execution, garnishment or attachment, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the filing of a receivership or similar proceeding with respect to Lessee or the imposition of a lien or encumbrance on the Property other than a Permitted Encumbrance; or

(d) Any representation or warranty of Lessee in this Master Lease or in a Lease Supplement shall be untrue in a material respect.

9.2 Remedies on Default.

(a) Whenever any Event of Default shall have occurred, Lessor or its assigns may take any one or more of the following remedial steps: Terminate any or all of the Leases in which it has an interest and declare all installments of Rentals for such Leases payable for the remainder of the then current calendar year (if an appropriation has been made therefor) to be immediately due and payable; take possession of any or all of

the Property in which it has an interest with or without terminating the pertinent Leases and without any liability to Lessee for such repossession, and lease or sell or relet all or any portion of such Property; take whatever action at law or in equity which may appear necessary or desirable to collect the amounts then due and thereafter to become due to it, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Master Lease; take such other actions or remedies permitted by law or the terms of this Master Lease.

(b) Following an Event of Default, with respect to any item of Property or Lease, Lessor or its assigns may exercise the rights and remedies with respect to an Event of Default set forth in this Master Lease, including without limiting the generality of the foregoing, termination of Leases in which it has an interest and acceleration of the related Rentals to the extent provided in (a) above, as to any or all Property in which it has an interest or any or all Leases in which it has an interest whether or not otherwise in default. All remedies hereunder are cumulative. No exercise of a remedy hereunder shall be deemed an election or preclude the use of another remedy.

ARTICLE X
MISCELLANEOUS

10.1 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows: If to GMA: Georgia Municipal Association, Inc., 201 Pryor Street, S.W., Atlanta, Georgia 30303, Attention: Lease Program Manager. If to the Servicer or a Lessor: at the addresses provided from time to time to the Lessee. If to the Lessee: at the address set forth by its signature below. Any such person may by notice indicate another address.

10.2 Miscellaneous. This Master Lease is made under the Constitution and laws of the State of Georgia and is to be so construed. This Master Lease may be simultaneously executed in any number of counterparts. If any one or more of the terms, provisions, promises, covenants or conditions of this Master Lease, or the application thereof to any person or circumstance, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Master Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. This Master Lease and the covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto. The captions and headings used throughout this Master Lease are for convenience of reference only, and the words contained herein shall not be deemed to affect the meaning of any provision or the scope or intent of this Master Lease, nor in any way affect this Master Lease. This Master Lease shall not be construed against the drafting party, but shall be construed to accomplish its purposes and its intended meaning. This Master Lease and the Exhibits hereto, which are incorporated herein by this reference, constitute the entire agreement of the parties. No agreement shall be effective to amend this Master Lease unless such agreement is in writing and signed by the parties hereto. Time is of the essence to this Master Lease Agreement and to each and all of the provisions hereof.

10.3 Survival. All representations, warranties, covenants and agreements of Lessee made herein or in any other document or certificate referred to herein or contemplated hereby are material, shall be deemed to have been relied upon by Lessor and shall survive the execution and delivery of this Master Lease and any Lease Supplement and the expiration of the Lease Terms.

10.4 Term of Agreement. This Master Lease may be terminated by either Lessee or GMA by written notice to the other and to the Servicer when no Leases are outstanding hereunder. Otherwise, this Master

Lease will continue for a term of thirty (30) years, subject to renewal by mutual consent of Lessor and Lessee.

IN WITNESS WHEREOF, GMA AND LESSEE HAVE CAUSED THIS MASTER LEASE TO BE EXECUTED UNDER SEAL BY THEIR DULY AUTHORIZED OFFICERS, AS OF _____.

LESSOR: **GEORGIA MUNICIPAL ASSOCIATION, INC.**
(SEAL)

By: _____
Executive Director

Attest: _____
Financial Services Program Manager

Date of Execution: _____

LESSEE: **CITY OF SOUTH FULTON**
(SEAL)

Signed by: _____

Print Name: _____

Title: _____

Attested by: _____

Print Name: _____

Title: _____

Date: _____

Address: _____
_____
_____

Attn: _____

EXHIBITS

A. Property Types and Maximum Leasing Periods
B. Notice of Intent to Lease
C. Master Lease Ordinance/Resolution
D. City Attorney Opinion (Master Lease)
E. Form of Lease Supplement

EXHIBIT "A"

PROPERTY TYPES AND MAXIMUM LEASING PERIODS

TYPES	MAXIMUM LEASING PERIOD
Police Cars	36-48 Months
Staff Vehicles	60 Months
Pickup Trucks	60 Months
School Buses	84 Months
Fire Trucks	120 Months
Bulldozers	60 Months
Motor Graders	60 Months
Ambulances	60 Months
Paving Equipment	60 Months
Dump Trucks	60 Months
Garbage Trucks	60 Months
Street Sweepers	60 Months
Modular Buildings	60 Months
Street Lighting and Traffic Control Equipment	60 Months
Telecommunication Systems, 911 Systems, Voice or Voice-Data Systems	36-60 Months
Computer Systems (software & other soft costs not to exceed 20%)	36-60 Months

*Servicer may in particular instances permit different maximum leasing periods or may permit addition types of equipment and the leasing of real estate for such terms as Servicer may allow.

This page is for reference only. The city may keep this for future use.

EXHIBIT "B"

NOTICE OF INTENT TO LEASE

["Date"]

To: Georgia Municipal Association, Inc.
201 Pryor Street, S.W.
Atlanta, Georgia 30303
Attention: Lease Program Manager

Re: Master Lease (the "Master Lease") by and between Georgia Municipal Association, Inc. ("Lessor") and the undersigned City ("Lessee")

You are hereby notified that Lessee intends to enter into a Lease Supplement pursuant to the Master Lease. The Lease Supplement should be effective on _____, _____ (not less than **10 days** after the receipt hereof), and the Lease Term is to be _____ months. Lessee chooses: **(Choose One)**

[_____]- Monthly payments - payable on the _____ day [1st or 15th] of each month commencing with the month of _____.

[_____]- Quarterly payments - payable on the _____ day [1st or 15th] of each third month commencing with the month of _____; or

[_____]- Annual payments - payable on the _____ day [1st or 15th] of the month of _____.

The Property subject to the Lease shall be as described below (Please attach descriptions, such as bid sheet, etc., if applicable):

Item of Property (E.g. Model and Serial Number) Manufacturer/Vendor Cost

1.

2.

The following required information is provided:
a. Total assessed valuation within the City for the last ended calendar year: $_____.
b. Amount of general obligation debt of the Lessee outstanding: $_____.
c. Principal amount of other outstanding lease or installment purchase contracts, regardless of who provides financing: $_____.

CITY OF SOUTH FULTON

By:_____
Title:

This page is for reference only. The city may keep this for future use.

EXHIBIT "C"

[MASTER LEASE]

ORDINANCE/RESOLUTION

To authorize and direct the execution and delivery of certain lease documents; to provide a statement by legislative findings and intent; to designate such leases as qualified tax-exempt obligations; to provide an effective date; and for other purposes.

BE IT ORDAINED OR RESOLVED, as the case may be:

Section 1. The City finds that the leasing of certain property pursuant to a Master Lease (the "Master Lease") with the Georgia Municipal Association, Inc. is essential to operation of the governmental functions of the City. The execution and delivery of such documents as may be necessary to effectuate these purposes is authorized.

Section 2. The _____ of the City is hereby authorized and directed in the name and on behalf of the City to execute and deliver the Master Lease in substantially the form presented to this meeting, with such changes and additions as shall be approved by the officer who executes the same, and such other documents as shall be deemed by such officer to be necessary or desirable to effect the purposes hereof; and such execution shall constitute conclusive evidence that the executed document has been authorized and approved. The aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof

Section 3. The leases contemplated by the Master Lease are hereby designated "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 4. This action shall be effective immediately.

This _____ day of _____, 20__.

Officer: _____ Attest:_____
Title: Title:

CLERK'S CERTIFICATE

The undersigned hereby certifies that I am the Clerk of South Fulton, Georgia (the "City"); that the attached hereto is a true copy of the ☐ Ordinance or ☐ Resolution (check one) duly and finally enacted or adopted by the governing body of the City at a meeting duly held on _____, 20__ at which a quorum was present and acting throughout, and that it has not been rescinded or modified and is now of full force and effect.

GIVEN under the seal of the City, this _____ day of _____ , 20__.

(SEAL)

_____
City Clerk

689721

EXHIBIT “D”

CITY ATTORNEY OPINION/MASTER LEASE

(FOR LETTERHEAD)
(DATE)

Georgia Municipal Association, Inc.
201 Pryor Street, S.W.
Atlanta, Georgia 30303

RE: Master Lease (the "Lease") dated as of _____, by and between Georgia Municipal Association, Inc. (the "Lessor") and the CITY OF SOUTH FULTON (the "City")

Gentlemen:

As counsel for the City I have examined the Lease such other papers, laws and legal materials as I have deemed relevant to form the opinions herein expressed.

Based upon the foregoing, it is my opinion that:

1. The City is a municipal corporation duly created and validly existing under the Constitution and laws of the State of Georgia and has all requisite right, power and authority to execute and deliver the Lease, and to perform all acts and consummate all of the transactions contemplated by the Lease.

2. The Lease has been duly authorized by all necessary official action on the part of the City, has been duly executed and delivered by the City, and (assuming due authorization, execution and delivery by the Lessor) constitutes the legal, valid and binding obligation thereof, enforceable in accordance with its terms, except as enforcement thereof may be limited by the exercise of judicial discretion in appropriate cases, and applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally.

3. The execution and delivery of the Lease and the compliance by the City with the terms thereof will not conflict with, or result in any breach of any of the provisions of, or constitute a default under, any agreement or other instrument to which the City is a party or by which it may be bound, its Charter or any judgment, decree, order, constitutional provision, law, statute or governmental rule or regulation applicable to the City.

4. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, or governmental body, pending or known to be threatened against or affecting the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Lease, or which in any way would adversely affect the validity or enforceability of the Lease.

5. All legal action required to be taken by the City in connection with the Lease has been validly taken in compliance with the provisions of law (including but not limited to compliance with the Georgia Open Meetings Law), and none of the proceedings held or actions taken by the City with respect to any of the foregoing has been repealed, rescinded or revoked.

This opinion may be relied upon by the Georgia Municipal Association, Inc., any of its assigns under the Lease, or by any bond counsel retained by them.

Respectfully submitted,

TO EXECUTE YOUR GMA MASTER LEASE COMPLETE THE FOLLOWING:

1. **Execute the following**:

   A. Certified copy of Ordinance or Resolution (as appropriate) for the Master Lease adopted by City Council;

   B. Master Lease; and

   C. City Attorney Opinion.

2. **Forward Executed documents to:**

   Georgia Municipal Association, Inc.
   201 Pryor Street, SW
   Atlanta, Georgia 30303
   Attention: Financial Services Program Manager

****** When you are ready to purchase equipment items:**

1. Call (404) 688-0472 and ask to speak with the Financial Services Program Manager.

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 Ratifying the City Manager's Recommendation for the Funding of Certain Public Safety Initiatives from the Ren'gia Majors Speed Enforcement Program
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary-Speed Enforcement Revenue Ratification	Cover Memo	7/22/2021
Res2021 Resolution Ratifying City Manager's Ren'gia Majors Public Safety Initiatives	Cover Memo	7/22/2021
042921 Ren'gia Majors Memo (Exh A)	Cover Memo	7/22/2021

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 RATIFYING THE CITY MANAGER'S RECOMMENDATIONS FOR THE FUNDING OF CERTAIN PUBLIC SAFETY INITIATIVES FROM THE REN'GIA MAJORS SPEED ENFORCEMENT PROGRAM AND FOR OTHER PURPOSES

(**Sponsored by Councilmember Helen 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, the City Manager recommended to the City Council that revenue collected from Ren'gia Majors Speed Enforcement Cameras be used for specific public safety initiatives in accordance with O.C.G.A § 40-6-163(d)(15) as outlined in her memo dated April 29, 2021; and

WHEREAS, the City Council, on May 25, 2021, voted to approve and ratify the City Manager's recommendation to utilize the revenue collected from Ren'gia Majors Speed Enforcement Cameras to enhance safety within school zones, hiring and training public safety personnel and purchasing equipment; and

WHEREAS, the City Council would also like to include human sex trafficking education and signage to the previous list of public safety initiatives as identified and recommended by the City Manager in her April 29, 2021 memorandum; 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 public safety initiatives set forth in the City Manager's, April 29, 2021 memorandum, attached hereto as Exhibit A is hereby adopted.

Section 2. Revenue collected from the Ren'gia Majors Speed Enforcement Cameras Program shall be used for the following public safety initiatives:

1. ***Safety Improvements within School Zones***
   A percentage of the money collected will go toward school zone safety and education. To ensure that the school zones areas are well defined staff suggest utilizing the funds for:
   - •Traffic Control Devices
   - •Safety Improvements
   - •Striping
   - •Signage

2. ***Transition of Fulton Industrial Boulevard***
   - •Personnel
   - •Police Vehicles

3. ***Fire Department***
   - • Child Safety Seats
   - • Fire Safety House

4. ***Administrative Operations***
   - • Salaries for three (3) additional traffic officers

5. ***Public Safety Initiative***
   - • Joint Emergency Operations Center

6. ***Crisis Intervention Training***

7. ***Health & Wellness Training***

8. ***Police Vehicles***

9. ***Training Center for Public Safety***

10. ***Human Sex Trafficking***
    - •Education
    - •Signage

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

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Honorable Mayor William "Bill" Edwards & City Council Members

FROM: Tammi Saddler Jones Tammi Saddler Jones
City Manager

DATE: April 29, 2021

SUBJECT: Ren'gia Majors Speed Enforcement Camera Program Revenue

It is staff's recommendation to utilize revenue collected from the Ren'gia Majors Speed Enforcement Cameras for the public safety initiatives outlined below. These initiatives include enhancing safety within our school zones, hiring and training public safety personnel and purchasing equipment.

Customarily, public safety initiatives as it relates to law enforcement include:

- Police
- Fire
- Corrections

According to O.C.G.A. § 40-6-163(d)(15):

> The money collected and remitted to the governing body pursuant to subparagraph (B) of paragraph (3) of this subsection shall only be used by such governing body to fund local law enforcement or public safety initiatives.

Further, O.C.G.A. § 46-5-122 (14) defines public safety agency as:

> ...a functional division of a public agency who provides fire-fighting, law enforcement, emergency medical suicide prevention, emergency management dispatching, poison control, drug prevention, child abuse, spouse abuse, or other emergency services.

- **Safety Improvements within School Zones**
  A percentage of the money collected will go toward school zone safety and education. To ensure that the school zones areas are well defined staff suggest utilizing the funds for:
  - Traffic Control Devices
  - Safety Improvements
  - Striping
  - Signage

- **Transition of Fulton Industrial Boulevard**
  - Personnel
  - Police Vehicles

5440 Fulton Industrial Blvd., SW • South Fulton, GA 30336 • Office: 470.809.7700

EXHIBIT
tabbies
A

- **Fire Department**
  - Child Safety Seats
  - Fire Safety House
- **Administrative Operations**
  - Salaries for three (3) additional traffic officers
- **Public Safety Initiative**
  - Joint Emergency Operations Center
- **Crisis Intervention Training**
- **Health & Wellness Training**
- **Police Vehicles**
- **Training Center for Public Safety**

Should you need further information regarding this correspondence, please contact Tammi Saddler Jones at tammi.jones@cityofsouthfultonga.gov.

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 FY21 Budget Amendment Number 3 Ordinance
DATE:	July 27, 2021
SUBJECT:	Second Reading and Request Council Approval of FY21 Budget Amendment Number 3 Ordinance
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Mid-year FY21 Amendment (Finance)	Cover Memo	7/22/2021
Mid-year FY21 Amendment (Finance)R1	Cover Memo	7/22/2021

GOVERNMENT OF THE CITY OF SOUTH FULTON

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Mayor Edwards and City Council Members

THROUGH: Tammi Saddler Jones, City Manager

FROM: Nina Robinson, Interim Finance Director -NMR

DATE: May 25, 2021

SUBJECT: Amendment 3 Itemized – 1st READ

a) Blueline Traffic Camera Revenue
b) GDOT
c) Confiscated Assets Fund
d) IGA – Oakley Industrial Blvd
e) Public Arts Commission
f) Revenue Enhancement Fee Payment
g) Streetlights for Enon and Camp Creek Parkway
h) Graduation rental fees - Enterprise Fund Revenue and Expenditures
i) Human Resources/Risk Management Restructuring
j) Software Licenses - IT
k) Grant Fund Contingency Reduce for mid-year needs

Amendments

A. The City of South Fulton's Police Department would like to request a budget amendment to procure large ticket items including the following: a truck with buildout requirements, two all-terrain vehicles (ATV's) and trailer for their Parks Unit, weapon simulator for their Training Unit, Toughbook laptops and Microsoft Pros, Flock cameras and supplemental **funding to continue Enterprise vehicle multi-year lease obligations for their 2020 Dodge Durango vehicles for the rest of FY2021**.

- Estimated lease payments are $310,000
- Park Rangers F-150 Truck $27,222
- Buildout of F-150 Truck $20,000
- 2 ATV's for Park Rangers $19,716
- Transport for ATV's $4,895
- Weapon Simulator $68,495
- Flock cameras $9,000
- 15 Panasonic Tough books $40,500
- 5 Microsoft Surface Pro's $10,500

B. The City of South Fulton's Capital fund 350 will need to be amended as we have received a contract to reimburse the COSF $1,824,919.04 from GDOT.

C. The South Fulton Police Department is requesting a budget amendment to allocate funds in the amount of $67,000 in the Confiscated Asset Fund #210 for SFPD's use to procure permissible items and or services.
   - Advertising $20,000
   - Small tools and equipment $47,000

D. Public Works is requesting an amendment of $504,019.45 for IGA with the City of Fairburn for a reclamation of Oakley Industrial Boulevard.

E. The hotel/motel tax allocation is 3% of the total amount of hotel/motel taxes collected by the City. Such taxes shall be allocated to the Public Art Fund for implementing the purposes of this Ordinance in the amount of $5,178.45. These funds will be part of the Cultural Affairs budget.

F. Fincher Denmark has identified $833,653.13 in additional Franchise revenue for the City of South Fulton. The fee for this discovery needs to be covered and finance is requesting that their professional fees line be amended by $289,934 to cover the invoice received from Fincher Denmark for their fee per the Revenue Enhancement contract.

G. Councilwoman Gumbs has requested to reduce/amend District 2 budget by $10,000 in order to appropriate funds to Public Works for the purchase and installation of streetlights at Enon and Camp Creek Parkway.

H. The City of South Fulton has received checks from Langston Hughes, Banneker, Creekside, Westlake and Tri-Cities High School for $12,000 each. This is unbudgeted revenue that the City has received and Finance is requesting permission to amend Fund 555 by 60,000 to increase revenue and establish a budget to appropriate and expend funds in the same amounts.

I. A request to amend the reporting structure for Risk Management department operations and headcount to be under the direction of Human Resources Director and remove from the Finance Department headcount.

J. Information Technology requires an additional $105,000 be appropriated to increase their budget to cover Microsoft software renewal.

K. Currently, there is $1,678,783.18 in the City's Contingency that is available to spend. There is a total of $1,909,197.90 requested in Mid-Year Amendments that will affect the General Funds Contingency. Provided all requests presented above are approved, the City can amend Fund 250 (Grant Match) by $450,000 and increase the general Contingency appropriations. There is currently $1,000,000 in the City's Fund 250 (Grant Match).

	Contingency Balance	
	Adopted Amount	Amount
REASON	**$ 1,916,895.00**	$ 1,916,895.00
Add CARES ACT	$ 1,434,814.09	$ 3,351,709.09
Additional Gladiator payout	$ 78,821.00	$ 3,430,530.09
Additional Caduceus expense -COVID	$ (90,000.00)	$ 3,340,530.09
Adj Cares Act Allocation	$ 238,233.91	$ 3,578,764.00
Adj Traffic Cam Rev to Actual	$ 1,360,000.00	$ 4,938,764.00
Bearcat moved to Police	$ (360,000.00)	$ 4,578,764.00
Overstatement reimbursement	$ (370,000.00)	$ 4,208,764.00
Confiscated Revenue Correction	$ (49,700.00)	$ 4,159,064.00
Franchise Fee	$ 834,000.00	$ 4,993,064.00
Moved to legal	$ (280,000.00)	$ 4,713,064.00
City Clerk	$ (279,000.00)	$ 4,434,064.00
CDRA Abbott and Animal	$ (1,000,000.00)	$ 3,434,064.00
Addtl amount CDRA	$ (50,000.00)	$ 3,384,064.00
Revenue Enhancement	$ (289,933.95)	$ 3,094,130.05
Franchise Fee Chk received	$ 833,653.13	$ 3,927,783.18
Correction to first franchise fee chk appropriation on March 2nd	$ (834,000.00)	$ 3,093,783.18
Software payment	$ (105,000.00)	$ 2,988,783.18
Enterprise Lease payments PD	$ (310,000.00)	$ 2,678,783.18
Less APPROPRIATION for Grant Match		$ (1,000,000.00)
Available for Mid Year Amendment	**$ 1,678,783.18**	$ 1,678,783.18
Requested for Midyear		$1,909,197.90
		$ 230,414.72
Rea ppropriate grant match to cover		450000

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

AN ORDINANCE TO AMEND THE FISCAL YEAR 2021 BUDGET FOR EACH FUND OF THE CITY OF SOUTH FULTON, GEORGIA, APPROPRIATING THE AMOUNTS SHOWING IN EACH FUND AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE 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;

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

WHEREAS, sound governmental operations require a budget in order to plan the financing of services for City residents;

WHEREAS, O.C.G.A. § 36-81-1 requires a balanced budget for the City's fiscal year, which runs from October 1st to September 30th of each year;

WHEREAS, O.C.G.A. § 36-81-3 authorizes a local government to amend "its budget so as to adapt to changing governmental needs during the budget period."

WHEREAS, Section 6.27 of the City Charter provides that "the City Council by majority vote may make changes in the appropriations contained in the current operating budget at any regular meeting or special or emergency meeting called for such purposes;"

WHEREAS, the City Council has reviewed the amended budget as presented by the City Manager;

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses;

WHEREAS, the City Council wishes by this ordinance to amend its Fiscal Year 2021 annual budget effective from October 1, 2020 through September 30, 2021; and

WHEREAS, this Ordinance will benefit the health and general welfare of the City, its citizens and general public.

NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. Amendment of Budget. The amended Fiscal Year 2021 Budget, attached hereto and incorporated herein as a part of this ordinance, is hereby adopted as the final budget for the City for the Fiscal Year 2021, which begins October 1, 2020 and ends September 30, 2021. A summary is copied below of the Proposed Fiscal Year 2021 budget

City of South Fulton
Proposed Budget Amendment for
for Fiscal Year 2021
October 1, 2020 to September 30, 2021

Funds Revenues:	**FY 2021 Adopted**	**FY 2021 Amendment 2**	**FY 2021 Amendment 3**
General Fund	68,858,405	74,852,734	75,686,387.13
Blighted Properties	0	0	0
E-911 Fund	0	0	0
Restricted Grant Fund	667,710	667,710	667,710
Hotel/Motel Fund	100,000	100,000	100,000
TSPLOST	41,102,899	41,102,899	41,102,899
Capital Grants Fund	893,124	893,124	2,718,043.04
URA Capital	0	9,870,376	9,870,376
Solid Waste Fund	520,000	520,000	520,000
Wolf Creek	0	0	60,000
Total Revenues	**$112,142,138**	**$128,006,843**	**$130,725,415.17**
Expenditures:			
General Fund	64,958,405	70,952,734	71,786,387.13
Blighted Properties Fund	200,000	200,000	200,000
E- 911 Fund	2,000,000	2,000,000	2,000,000
Restricted Grant Fund	1,533,500	1,533,500	1,533,500
Hotel/Motel Fund	100,000	100,000	100,000
TSPLOST	41,102,899	41,102,899	41,102,899
Capital Grants Fund	1,727,334	1,727,334	3,552,253.04
URA Capital	0	9,870,376	9,870,376
Solid Waste Fund	520,000	520,000	520,000
Wolf Creek	60,000	60,000	60,000
Total Expenses	**$112,142,138**	**$128,006,843**	**$130,725,415.17**
Net Surplus/Deficit	***0***	***0***	

1. **Appropriation**. That the several items of revenues, expenditures, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown within the Adopted Fiscal Year 2021 Budget are hereby amended, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses and uses of cash are hereby appropriated to the departments named in each fund.

2. **Legal Level of Control**. That the "legal level of control" as defined in O.C.G.A. § 36-81-2 is set at the department level, meaning that the City Manager in his/her capacity is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount appropriated for a department without a further budget amendment approved by the City Council.

3. **Expiration of Appropriations.** That all appropriations shall lapse at the end of the fiscal year.

****

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 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, each and 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 Resolution.

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

Section 3. All Ordinance and Resolutions in conflict herewith are hereby expressly repealed.

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

Section 5. The effective date of this Ordinance shall be on the date as set forth under Sec. 3.21 of the City Charter unless provided otherwise by applicable local, state and/or federal law.

THIS **ORDINANCE** adopted this_____day of _____2021. **CITY OF SOUTH FULTON, GEORGIA.**

"SECOND READING"

_____

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

_____

Corey Adams, CITY CLERK

APPROVED AS TO FORM:

_____

VINCENT HYMAN, CITY ATTORNEY

The foregoing **ORDINANCE No. 2021-xxx** was adopted on _____ was moved for approval by Councilmember _____ and seconded by Councilmember_____**,** and being put to a vote, the result was as follows:

"SECOND READING"

	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	_____	_____

GOVERNMENT OF THE CITY OF SOUTH FULTON

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Mayor Edwards and City Council Members
THROUGH: Tammi Saddler Jones, City Manager
FROM: Nina Robinson, Controller
DATE: May 10, 2021

SUBJECT: Amendment 3

a) Blueline Traffic Camera Revenue
b) GDOT
c) Confiscated Asset Fund
d) IGA – Oakley Ind Blvd
e) Public Arts Commission
f) Revenue Enhancement Fees
g) Street Lights
h) Graduation rental fees- Enterprise Fund Reve and Exp
i) Human Resources/Risk Management Restructuring
j) Software License
k) Grant Fund
l) Juneteenth

Overview

Amendments

A. The City of South Fulton's Police Department would like to request a budget amendment to procure some large ticket items including the following: a truck with buildout requirements, two all-terrain vehicles (ATV's) and trailer for their Parks Unit, weapon simulator for their Training Unit, Toughbook laptops and Microsoft Pros, Flock cameras and **funding to continue lease obligations for their 2020 Dodge Durango's for the rest of FY 2021**.

- Estimated lease payments are $310,000
- Park Rangers F-150 Truck $ 27,222
- Buildout of F-150 Truck $ 20,000
- 2 ATV's for Park Rangers $ 19,716
- Transport for ATV's $ 4,895
- Weapon Simulator $ 68,495
- Flock cameras $ 9,000
- 15 Panasonic Toughbooks $ 40,500
- 5 Microsoft Surface Pro's $ 10,500

B. The City of South Fulton's Capital fund 350 will need to be amended as we have received a Federal contribution of $1,824,919.04 for GDOT.

C. The South Fulton Police Department is requesting a budget amendment to allocate funds in the amount of $67,000 in the Confiscated Asset Fund #210 for SFPD's use to procure permissible items and or services.
   - Advertising $20,000
   - Small tools and equipment $47,000

D. Public Works is requesting an amendment of $504,019.45 for IGA with the City of Fairburn for a reclamation of Oakley Industrial Boulevard.

E. The Hotel/motel tax allocation is 3% of the total amount of hotel/motel taxes collected by the City. Such taxes shall be allocated to the Public Art Fund for implementing the purposes of this Ordinance in the amount of $5,178.45.

F. Fincher Denmark has identified $833,653.13 in additional revenue for the City of South Fulton. However, finance is requesting that their budget is amended by $289,933.95 to cover the invoice received from Fincher Denmark for their fee for locating the additional revenue.

G. Councilwoman Gumbs has agreed to amend her budget by $10,000 to give money to Public Works for the purchase and installation Street lights.

H. The City of South Fulton has received checks from Langston Hughes, Banneker, Creekside, Westlake and Tri-Cities High School for $12,000 each. This is unbudgeted revenue that the City has received, and Finance is requesting permission to amend Fund 555 by $60,000.

I. This is a request to amend Human Resources headcount to reflect the addition of Marcus Williams (Risk Management Manager).

J. IT is requesting that $105,000 be added to their budget to cover past due Microsoft software renewal.

K. Currently there is $1,678,783.18 in the City's Contingency that is available to spend. There are a total of $1,929,197.90 requested Mid-Year Amendments that will affect the General Funds Contingency. Provided all requests are approved, the City can amend Fund 250 (Grant Match) by $450,000 and add it to Contingency. There is currently $1,000,000 in the City's Fund 250 (Grant Match).

L. Parks and Rec requests a $20,000 appropriation in their budget to help fund the City's Juneteenth event. The appropriation will come from the City's contingency.

	Contingency Balance	
	Adopted Amount	**Amount**
REASON	**$ 1,916,895.00**	$ 1,916,895.00
Add CARES ACT	$ 1,434,814.09	$ 3,351,709.09
Additional Gladiator payout	$ 78,821.00	$ 3,430,530.09
Additional Caduceus expense -COVID	$ (90,000.00)	$ 3,340,530.09
Adj Cares Act Allocation	$ 238,233.91	$ 3,578,764.00
Adj Traffic Cam Rev to Actual	$ 1,360,000.00	$ 4,938,764.00
Bearcat moved to Police	$ (360,000.00)	$ 4,578,764.00
Overstatement reimbursement	$ (370,000.00)	$ 4,208,764.00
Confiscated Revenue Correction	$ (49,700.00)	$ 4,159,064.00
Franchise Fee	$ 834,000.00	$ 4,993,064.00
Moved to legal	$ (280,000.00)	$ 4,713,064.00
City Clerk	$ (279,000.00)	$ 4,434,064.00
CDRA Abbott and Animal	$ (1,000,000.00)	$ 3,434,064.00
Addtl amount CDRA	$ (50,000.00)	$ 3,384,064.00
Revenue Enhancement	$ (289,933.95)	$ 3,094,130.05
Franchise Fee Chk received	$ 833,653.13	$ 3,927,783.18
Correction to first franchise fee chk appropriation on March 2nd	$ (834,000.00)	$ 3,093,783.18
Software payment	$ (105,000.00)	$ 2,988,783.18
Enterprise Lease payments PD	$ (310,000.00)	$ 2,678,783.18
Less APPROPRIATION for Grant Match		$ (1,000,000.00)
Available for Mid Year Amendment	**$ 1,678,783.18**	$ 1,678,783.18
Requested for Midyear		$1,929,197.90
Balance of Contingency after Midyear		($250,414.72)
Reappropriate grant match to cover		$450,000.00
Final Midyear Contingency Balance		**$199,585.28**

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

AN ORDINANCE TO AMEND THE FISCAL YEAR 2021 BUDGET FOR EACH FUND OF THE CITY OF SOUTH FULTON, GEORGIA, APPROPRIATING THE AMOUNTS SHOWING IN EACH FUND AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE 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;

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

WHEREAS, sound governmental operations require a budget in order to plan the financing of services for City residents;

WHEREAS, O.C.G.A. § 36-81-1 requires a balanced budget for the City's fiscal year, which runs from October 1st to September 30th of each year;

WHEREAS, O.C.G.A. § 36-81-3 authorizes a local government to amend "its budget so as to adapt to changing governmental needs during the budget period."

WHEREAS, Section 6.27 of the City Charter provides that "the City Council by majority vote may make changes in the appropriations contained in the current operating budget at any regular meeting or special or emergency meeting called for such purposes;"

WHEREAS, the City Council has reviewed the amended budget as presented by the City Manager;

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses;

WHEREAS, the City Council wishes by this ordinance to amend its Fiscal Year 2021 annual budget effective from October 1, 2020 through September 30, 2021; and

WHEREAS, this Ordinance will benefit the health and general welfare of the City, its citizens and general public.

NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. Amendment of Budget. The amended Fiscal Year 2021 Budget, attached hereto and incorporated herein as a part of this ordinance, is hereby adopted as the final budget for the City for the Fiscal Year 2021, which begins October 1, 2020 and ends September 30, 2021. A summary is copied below of the Proposed Fiscal Year 2021 budget

City of South Fulton
Proposed Budget Amendment for
for Fiscal Year 2021
October 1, 2020 to September 30, 2021

Funds Revenues:	**FY 2021 Adopted**	**FY 2021 Amendment 2**	**FY 2021 Amendment 3**
General Fund	68,858,405	74,852,734	75,686,387.13
Blighted Properties	0	0	0
E-911 Fund	0	0	0
Restricted Grant Fund	667,710	667,710	667,710
Hotel/Motel Fund	100,000	100,000	100,000
TSPLOST	41,102,899	41,102,899	41,102,899
Capital Grants Fund	893,124	893,124	2,718,043.04
URA Capital	0	9,870,376	9,870,376
Solid Waste Fund	520,000	520,000	520,000
Wolf Creek	0	0	60,000
Total Revenues	**$112,142,138**	**$128,006,843**	**$130,725,415.17**
Expenditures:			
General Fund	64,958,405	70,952,734	71,786,387.13
Blighted Properties Fund	200,000	200,000	200,000
E- 911 Fund	2,000,000	2,000,000	2,000,000
Restricted Grant Fund	1,533,500	1,533,500	1,533,500
Hotel/Motel Fund	100,000	100,000	100,000
TSPLOST	41,102,899	41,102,899	41,102,899
Capital Grants Fund	1,727,334	1,727,334	3,552,253.04
URA Capital	0	9,870,376	9,870,376
Solid Waste Fund	520,000	520,000	520,000
Wolf Creek	60,000	60,000	60,000
Total Expenses	**$112,142,138**	**$128,006,843**	**$130,725,415.17**
Net Surplus/Deficit	***0***	***0***	

1. **Appropriation**. That the several items of revenues, expenditures, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown within the Adopted Fiscal Year 2021 Budget are hereby amended, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses and uses of cash are hereby appropriated to the departments named in each fund.

2. **Legal Level of Control**. That the "legal level of control" as defined in O.C.G.A. § 36-81-2 is set at the department level, meaning that the City Manager in his/her capacity is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount appropriated for a department without a further budget amendment approved by the City Council.

3. **Expiration of Appropriations.** That all appropriations shall lapse at the end of the fiscal year.

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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 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, each and 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 Resolution.

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

Section 3. All Ordinance and Resolutions in conflict herewith are hereby expressly repealed.

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

Section 5. The effective date of this Ordinance shall be on the date as set forth under Sec. 3.21 of the City Charter unless provided otherwise by applicable local, state and/or federal law.

THIS **ORDINANCE** adopted this_____day of _____2021. **CITY OF SOUTH FULTON, GEORGIA.**

"SECOND READING"

_____

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

_____

Corey Adams, CITY CLERK

APPROVED AS TO FORM:

_____

VINCENT HYMAN, CITY ATTORNEY

The foregoing **ORDINANCE No. 2021-xxx** was adopted on _____ was moved for approval by Councilmember _____ and seconded by Councilmember_____, and being put to a vote, the result was as follows:

"SECOND READING"

	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	_____	_____

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:	July 27, 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	7/22/2021
Ord Plan of Defense for Officers and Employees Final	Cover Memo	7/22/2021
Ordinance to Establish Process for Hiring Outside Counsel 0519 FIS	Cover Memo	7/22/2021

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, 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 caused by 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 caused by the employee while acting within the course and scope of employment , 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 caused by the performance of his/her duties, 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, which for purposes of this subpart shall mean as soon as practicable after the happening of an event that may give rise to indemnification under this ordinance;

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 receipt of a request to provide a defense of a claim brought against and employee or elected official, the City shall first present the claim to the Georgia Interlocal Risk Management Agency (GIRMA) for a determination by GIRMA as to whether a coverage or a defense will be provided by GIRMA. In the event that GIRMA declines to provide coverage, or a defense will not be provided to the employee or an elected official, the City Attorney shall present the matter to

council for a determination as to whether a defense of a claim or proceeding will be made under this ordinance. 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, 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. Under no circumstance shall the City reimburse or pay any part of any judgment for punitive or exemplary damages. As to such damages, the City's sovereign immunity under state and federal law shall be preserved. 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** nr

FROM: Sydnee Heidt

DATE: May 19, 2021

SUBJECT: **Ordinance to Establish Process for Hiring Outside Counsel**

CONCLUSION

With this Ordinance, the City desires to establish a procedure, policy and or fee schedule for conflicts, specialized and or other matters not covered or contemplated by the Georgia Interlocal Risk Management Agency policy or other insurance coverage. The Mayor and City Council further desires the City Attorney to establish a protocol governing the employment and management of outside counsel.

BACKGROUND

The City is a municipal corporation duly organized and existing under the laws of the State of Georgia. The Mayor and Council desire to adopt a schedule of fees for the employment of outside counsel for conflicts, specialized or other matters, including matters as permitted under O.C.G.A. § 45-9-21(e)(2) to ensure that the cost and expenses incurred are reasonable and consistent with the prudent expenditure of public money.

FINANCIAL IMPACT

There will be no financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocations to put together the protocol and Schedule of Fees.

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 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Agenda Summary Sheet (Ord Establishing Trayvon Wilkens Pedestrian Fund)	Cover Memo	7/22/2021
Pedestrian Safety Fund (khalid) rev 1 (vdh)	Cover Memo	7/21/2021
FIS - Pedestrian Safety Fund	Cover Memo	7/21/2021

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

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 IMROVEMENTS AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Councilperson khalid)

Plain Text Explanation: All money generated from tickets written by traffic cameras will spent on speed bumps, sidewalks, cross walks and other pedestrian safety projects.

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 Charter authorizes the City to enact rules and regulations concerning the public health, safety and welfare of the City;

WHEREAS, the City desires through this Ordinance to support successful code enforcement operations by helping to ensure said operation are properly funded;

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

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

Section 1. It is hereby ordained by the City Council that Title 1, Administration, Chapter 8, Budget, Section 1-8003, Municipal Budget Policy, is hereby amended to include a new subsection (l), which shall read as follows:

TITLE 1. – ADMINISTRATION

CHAPTER 8. - BUDGET
….

Sec. 1-8003. - Municipal Budget Policy
…

(l) **Trayvon Wilkens Memorial Pedestrian Fund.** One hundred percent of all fines, fees, and judgments resulting from Traffic Camera Enforcement, minus contracting and Municipal Court costs, shall be allocated by the City Finance Officer to a restricted fund for pedestrian safety projects, to be known as the Trayvon Wilkens Memorial Pedestrian Fund. This fund shall be used, as directed by the Public Works Director, towards designing, constructing, fixing, repairing, maintaining, protecting, managing, installing and/or acquiring right of ways, speed bumps, speed tables, crosswalks and/or sidewalks and/or other projects necessary to maintain and/or improve pedestrian safety. [Note: I had previously submitted my comments during the legislative review process, but this paragraph conflicts with the City Manager's April 29, 2021 memo regarding the allocation of school zone camera funding]

****

Section 2. Effective Date. The effective date of this Ordinance shall be on the date of adoption unless provided otherwise by applicable local, state and/or federal law.

Section 3. 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, each and 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 Resolution.

(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 Ordinance and Resolutions 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 City Clerk.

The foregoing Ordinance No. 2021-xxx was moved for approval by Councilmember _____. The motion was seconded by Councilmember _____**,** and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Carmalitha Gumbs	_____	_____
Catherine Foster Rowell	_____	_____
Helen Zenobia Willis, Mayor Pro Tem	_____	_____
Gertrude Naeema Gilyard	_____	_____
Corey Reeves	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE so adopted this _____ day of _____2021. **CITY OF SOUTH FULTON, GEORGIA.**

_____
WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

_____
CORY E. ADAMS, SR., CITY CLERK

APPROVED AS TO FORM:

_____
VINCENT HYMAN, CITY ATTORNEY

GOVERNMENT OF THE CITY OF SOUTH FULTON

Tammi Saddler Jones
CITY MANAGER

Nina Robinson
Interim Finance Director

MEMORANDUM

TO: **Nina Robinson** NR

FROM: Sydnee Heidt

DATE: April 29, 2021

SUBJECT: **Pedestrian Safety Fund**

CONCLUSION
With this Ordinance it is hereby ordained by the City Council that Title 1, Administration, Chapter 8, Coded Enforcement, Section 1-8003, Municipal Budget Policy is hereby amended.

BACKGROUND
The City desires to amend its code of ordinance to support successful code enforcement operations by ensuring said operation are properly funded. The City plans to create pedestrian-safe, walkable communities that increase commerce and reduce racial health disparities.

FINANCIAL IMPACT
There financial impact is undeterminable for 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 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COPS Hiring Grant (Police)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/21

Requesting Department	**Council District(s) Affected**
Police Department	ALL

Requested Action

Police Department requests approval to be added to city council agenda for approval to apply for the COPS Hiring Grant for FY2021.

Requirements for Council Action (City specific Council policy, statute or code requirement)

Chief of Police recommends approval to apply to the grant.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

Due to lack of funding for personnel and equipment needed to fully implement the GaTech beat redesign, Police proposes applying for the COPS Hiring Grant to fill 14 additional police officer II positions to support the beat redesign project. The grant will allow police to man a minimum of 13 of the 18 beats daily, bringing the department within 72% of full implementation of beat redesign project. The COPS Hiring Grant requires a 25 percent local cash match over the three-year grant period. The COSF total 25% Match cost is $437,500, which will come from the city's grant match account. The COPS Hiring Grant funding requested is $1,750,000. Additional cost to COSF for salary overage, uniforms, vehicles, and equipment is $1,772,971 which will be reserved from the projected traffic camera revenues received from May 2021 to September 2021

Funding Source (if applicable) 25% match from city's grant match account/Additional cost $1,772,971 from projected traffic camera revenue.

Financial Impact (if applicable)$437,500 grant match fund & $1,772,971 projected traffic camera revenue.

Financial Impact Statement Received Yes ☐ No ☑

Legislative Process Complete Yes ☐ No ☑

Department Director Approval		**Finance Director Approval**
Keith Meadows (Jun 3, 2021 12:03 EDT)		Rachel Bembry
Kellie Russell		

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
6.7.21		

City of South Fulton
COPS Grant Consideration

Information:
Grant requires 25% local match over the three-year grant period.

Number of Officers =		**14**
Covered by Grant	$	1,750,000
Covered by Grant Contingency	$	437,500
Remaining Funding to Identify	**$**	**1,772,971**

	Year 1 (FY22)	Year 2 (FY23)	Year 3 (FY24)		Year 4 (FY25)
Total Recurring Costs	$ 1,118,580	$ 1,118,580	$ 1,118,580	**$ 3,355,739**	$ 1,118,580
Total One-Time Costs	$ 604,732	$ -	$ -	**$ 604,732**	$ -
	$ 1,723,312	**$ 1,118,580**	**$ 1,118,580**	**$ 3,960,471**	**$ 1,118,580**
Covered by Grant	$ 583,333	$ 583,333	$ 583,333	**$ 1,750,000**	$ 583,333
Covered by Grant Contingency	$ 145,833	$ 145,833	$ 145,833	**$ 437,500**	$ 145,833
Remaining Funding to Identify	$ 994,145	$ 389,413	$ 389,413	**$ 1,772,971**	$ 389,413

Number of Officers =		**7**
Covered by Grant	$	875,000
Covered by Grant Contingency	$	218,750
Remaining Funding to Identify	**$**	**921,337**

	Year 1 (FY22)	Year 2 (FY23)	Year 3 (FY24)		Year 4 (FY25)
Total Recurring Costs	$ 559,290	$ 559,290	$ 559,290	**$ 1,677,870**	$ 559,290
Total One-Time Costs	$ 337,217	$ -	$ -	**$ 337,217**	$ -
	$ 896,507	**$ 559,290**	**$ 559,290**	**$ 2,015,087**	**$ 559,290**
Covered by Grant	$ 291,667	$ 291,667	$ 291,667	**$ 875,000**	$ 291,667
Covered by Grant Contingency	$ 72,917	$ 72,917	$ 72,917	**$ 218,750**	$ 72,917
Remaining Funding to Identify	$ 531,924	$ 194,707	$ 194,707	**$ 921,337**	$ 194,707

Potential Funding Identified:

Traffic Camera Revenue

October	119,724			
November	425,565			
December	593,339			
January	479,918			
February	444,514			
March	558,629	Act to date	Curr Budg	Avail for Appr
April	417,645	3,039,333	2,754,000	285,333
May	*282,224*	*estimate based on 65% of average for first 7 months*		
June	*282,224*	*estimate based on 65% of average for first 7 months*		
July	*282,224*	*estimate based on 65% of average far first 7 months*		
August	*282,224*	*estimate based on 65% of average for first 7 months*		
September	*282,224*	*estimate based on 65% of average for first 7 months*		

Total traffic camera revenue available for appropriation: **1,696,452**

COPS
Community Oriented Policing Services
U.S. Department of Justice

Fact Sheet

cops.usdoj.gov

2021 COPS Hiring Program

Strengthening Community Policing by Hiring Officers

The FY 2021 COPS Hiring Program (CHP) is designed to advance public safety through community policing by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide. CHP provides funds directly to law enforcement agencies to hire new or rehire additional career law enforcement officers and to increase their community policing capacity and crime-prevention efforts.

The FY 2021 CHP award program is an open solicitation. All local, state, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

WHEN: Deadline for first part of application in Grants.gov is **June 15, 2021**, at 7:59 p.m. ET. Deadline for completed application in JustGrants is **June 22, 2021,** at 7:59 p.m. ET.

Start EARLY. This is more than a one-day process.

WHERE:
1. Register at www.grants.gov.
2. Complete the application in https://justicegrants.usdoj.gov.

HOW: Online only. No hard copies sent by U.S. Mail or electronic copies sent via email.

Supporting Local Law Enforcement in Advancing Community Policing so Communities can Thrive

More than 25 years after its establishment by the Violent Crime Control and Law Enforcement Act of 1994, the COPS Office continues to support the efforts of law enforcement agencies across the country to develop creative and innovative ways to meet long-standing challenges in their communities. To date, the COPS Office has funded the addition of more than 13,000 state, local, and tribal law enforcement agencies to fund the hiring and redeployment of more than 134,000 officers.

COPS Office hiring programs like CHP assist law enforcement agencies in advancing public safety by enhancing their community policing efforts. In a changing economic climate, these programs help state, local, and tribal law enforcement agencies maintain sufficient sworn personnel levels to keep their communities safe.

Funding Provisions

FY 2021 CHP awards will provide up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year period. There is a minimum 25 percent local cash match (cost share) requirement unless a waiver is

May 2021

approved. The maximum federal share per officer position is $125,000 over the three-year period unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

Funding under this program will support three years of officer or deputy salaries within a five-year period of performance to accommodate the training and recruitment time frame. Agencies must retain each CHP-funded position for 12 months following the three-year funding for that position. The additional officer positions should be added to your agency's law enforcement budget with state or local funds (or both) over and above the number of locally funded officer positions that would have existed in the absence of the award. Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

Funding under this program may be used to do the following: (1) hire new officers (including filling existing officer vacancies that are no longer funded in an agency's budget); (2) rehire officers already laid off (at the time of application) as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions unrelated to the receipt of award funding; or (3) rehire officers scheduled to be laid off (at the time of application) on a specific future date as a result of state, local, or BIA budget reductions unrelated to the receipt of award funding. CHP applicants may request funding in one or more of these three hiring categories.

In FY 2021, agencies may request the number of officer positions necessary to support their proposed community policing strategy. Please keep in mind that there is a minimum 25 percent local cash match and a 12-month retention period for each officer position funded. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

The COPS Office may grant a waiver of some or all of an applicant's local match requirement. During the application review process, waiver requests will be evaluated based on a demonstration of severe fiscal distress.

The COPS Office statutory nonsupplanting requirement mandates that CHP funds must be used to supplement (increase) state, local, or BIA funds that would have been dedicated toward sworn officer positions if federal funding had not been awarded. CHP award funds must not be used to supplant (replace) local funds that agencies otherwise would have devoted to sworn officer hiring. The hiring or rehiring of officers under CHP must be in addition to, and not in lieu of, officers who otherwise would have been hired or rehired with state, local, or BIA funds.

CHP awards provide funding for three years (36 months) of entry-level salary for each position awarded. The award period of performance is five years (60 months) to accommodate the hiring process.

Retained CHP-funded positions should be added to the recipient's law enforcement budget with state or local funds to increase the number of locally funded sworn officer positions that would have existed in the absence of the award.

Applicants are required to affirm in their CHP award application that their agency plans to retain any additional officer positions funded following the expiration of the award and identify their planned sources of retention funding.

Highlights of FY 2021 CHP

Additional consideration in the application review process will be given to applicants that propose a community-based approach to the following problem/focus areas: Building Legitimacy and Trust, Violent Crime (particularly gun violence), Police-Based Response to Persons in Crisis, and Combating Hate and Domestic Extremism. If awarded CHP funding, recipients that chose any of these specific community policing problem areas will not be allowed to change the problem area post-award.

Under FY 2021 CHP, new-hire officer positions are not required to be military veterans. However, because the COPS Office supports the priority to hire military veterans whenever possible, applicants who commit to hiring or rehiring at least one military veteran under CHP will receive additional consideration for FY 2021 CHP funding. These military veterans may be in any of the three hiring categories described under "Funding Provisions," not just new hires.

Additional consideration will be provided to agencies that commit to hiring officers from the communities in which they will serve and to agencies that commit to hiring officers willing to relocate to areas characterized by fragmented relations between police and community residents or areas of high crime. Additional consideration may also be provided to applicants who experienced an unanticipated catastrophic event. All agencies that report that they have experienced a catastrophic event will be required to submit an attachment documenting the event or incident as part of their application. Additional consideration will also be provided to agencies in states with certain anti–human trafficking laws that treat minors engaged in commercial sex as victims (referred to as "safe harbor" laws) or permit individuals to vacate arrest or prosecution records for nonviolent offenses as a result of being trafficked. Additional consideration will also be provided to agencies from rural areas, agencies that did not receive a CHP award in FY20, agencies in counties with persistent poverty, and agencies that require evidence-based culture sensitivity training for officers.

CHP recipients who use CHP funding to deploy school resource officers (SRO) will also be required to submit a memorandum of understanding (MOU) between the law enforcement agency and the school partners. In addition, all applicants who receive FY 2021 CHP funding for SROs will be required to send each awarded SRO position to a regionally based training sponsored and subsidized by the COPS Office. Additional information about this training requirement will be provided to recipients at the time of award or shortly thereafter.

How to Apply

Step 1. Obtain a DUNS (Data Universal Numbering System) number or confirm your existing DUNS number.

Step 2. Register with the SAM (System of Award Management) database or confirm or renew your existing SAM registration.

Step 3. Confirm your entity's electronic business point of contact (E-Biz POC) in SAM.

Step 4. Register with Grants.gov or confirm your existing registration.

Step 5. Submit the first part of your application in Grants.gov. **Deadline to complete this step is June 15, 2021, at 7:59 p.m.**

Step 6. Onboard your agency to the JustGrants Justice Grants System.

Step 7. Complete and submit the second part of your application in JustGrants (https://www.justicegrants.usdoj.gov).

Further instructions and explanations of the application process can be found on the COPS Office website at https://cops.usdoj.gov.

Complete application packages for the FY 2021 CHP solicitation are due by June 22, 2021, at 7:59 p.m. ET.

Contact the COPS Office

For more information about COPS Office programs and resources, please call the COPS Office Response Center at 800-421-6770 or visit the COPS Office website at https://cops.usdoj.gov.

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 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
T-SPLOST Road Resurfacing Change Order (PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Public Works	4,5, and 7

Requested Action

The Department of Public Works is requesting approval to modify the T-SPLOST 2020/2021 construction agreement with CW Matthews by change order to advance resurfacing of the following subdivisions- Jenah Village, Mallory Walk, Old Jonesboro Landing, and Bethsaida Woods (Brown Drive and Lynda Lane) for a total amount not to exceed $616,404.34

Requirements for Council Action (City specific Council policy, statute or code requirement)

Public Works staff recommends Council approval of the Supplemental Agreement/Change Order.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The Department of Public Works is requesting approval to modify the T-SPLOST 2020/21 construction agreement with CW Matthews by change order to advance resurfacing of the following subdivisions- Jenah Village, Mallory Walk, Old Jonesboro Landing, and Bethsaida Woods (Brown South Dr and Lynda Lane). The pavement conditions of these subdivisions are in immediate need to be repaired to avoid further deterioration of the road infrastructure.

The subdivisions were not part of CW Matthews original contract. The final top of these subdivisions was not completed by the developers. It is recommended, as a safety measure and to avoid further deterioration, to advance the repairs and resurfacing of the roads within these subdivisions.

Funding Source (if applicable)

T-SPLOST Account Number 335-4100-54-1400 (Quick Response)

Financial Impact (if applicable)

The Supplemental Agreement/change order of $616,404.34 will be funded out the T-SPLOST account

Financial Impact Statement Received Yes ☑ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval		**Finance Director Approval**
[signature]	7.12.2021	[signature] 7/13/21
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
[signature] 7.13.21		[signature] 7/13/2021

C. W. MATTHEWS CONTRACTING COMPANY

DRAWER 970

MARIETTA, GEORGIA 30061

TELEPHONE (770) 422-7520
FAX (770) 422-1068

July 1, 2021

Antonio Valenzuela, Director of Public Works
City of South Fulton
5440 Fulton Industrial, Blvd., SW
Atlanta, GA 30336

Subject: City of South Fulton 2021 TSPLOST Road Resurfacing

Dear Antonio,

Per the request of the City, we hereby offer pricing for the addition of Mallory Walk, Old Jonesboro Landing, Jennah Village, and Brown Drive subdivisions to be included as part of the above referenced project. The work items and quantities shown in the attached document can be performed at the committed rates of the 2021 portion of the contract. The estimated cost per subdivision –based upon the preconstruction quantities for the proposed work items – is as follows:

Mallory Walk – $ 123,407.25
Old Jonesboro Landing – $ 221,121.89
Jennah Village – $ 113,672.68
Brown Drive – $158,198.52

If you agree, we will add the streets to our schedule and bill accordingly.

If you have any questions or concerns, you may reach me at (770) 826-6132.

Sincerely,
C. W. Matthews Contracting Company

Joe Deskins
General Superintendent-Asphalt Construction

Copy: Paul Register, General Manager, CWM-Asphalt Construction
Lee E. Upkins, CEI-UC Manager of Projects
Job File 32666

Resurfacing of Corridors

Road Information					Road Area					Road Patching in Tons		Road Milling in SY	Road Tack in Gins	Road Topping in Tons	
Super ID	Subdivision	Road Name	Starting Road	Ending Road	Road Width (feet)	Road Length (Feet)	Road Length (Miles)	Cul-de-sac S.Y.	Total Projected Road Area S.Y.	Total Estimating Patching (SY)	Estimated Patching (Tons/2")	Estimated Full Width Milling-S.Y.	(Tack Gallons)	Topping (Tons)	
	Mallory Walk	Dot Drive	Cul-de-sac	Cul-de-sac	25	480.00	0.09	1,000.00	2,333.33	2,333.33	256.67	2,333.33	326.67	192.50	
	Mallory Walk	Tallulah Court	Dot Drive	Cul-de-sac	25	480.00	0.09	2,000.00	3,333.33	3,333.33	366.67	3,333.33	466.67	275.00	
	Mallory Walk						**0.18**	**3,000.00**	**5,666.67**	**5,666.67**	**623.33**	**5,666.67**	**793.33**	**467.50**	$ 123,407.25
	Old Jonesboro Landing	Ebb Circle	7247 Ebb Circle	Rudder Circle	20	1930.00	0.37	-	4,288.89	4,288.89	471.78	4,288.89	480.36	353.83	
	Old Jonesboro Landing	Rudder Circle	7575 Rudder Circle	Ebb Circle	20	2650.00	0.50	-	5,888.89	5,888.89	647.78	5,888.89	659.56	485.83	
	Old Jonesboro Landing						**0.87**	**-**	**10,177.78**	**10,177.78**	**1,119.56**	**10,177.78**	**1,139.91**	**839.67**	$ 221,121.89
	Jennah Village a.k.a. Cork Meadows	Medina Terrace	Koweta Road	Cul-de-sac	20	600.00	0.11	1,000.00	2,333.33	2,333.33	256.67	2,333.33	261.33	192.50	
	Jennah Village a.k.a. Cork Meadows	Jennah Glen	Medina Terrace	Cul-de-sac	20	450.00	0.09	1,000.00	2,000.00	2,000.00	220.00	2,000.00	224.00	165.00	
	Jennah Village a.k.a. Cork Meadows	Jennah Walk	Medina Terrace	Cul-de-sac	20	450.00	0.09	1,000.00	2,000.00	2,000.00	220.00	2,000.00	224.00	165.00	
	Jennah Village a.k.a. Cork Meadows						**0.20**	**3,000.00**	**6,333.33**	**4,333.33**	**476.67**	**6,333.33**	**709.33**	**522.50**	$ 113,672.68
	Brown Dr South	Brown Dr South	Bethsaida Road	Cul-De-Sac	25		0.35	1,000.00	6,133.33		500	6,133.33	588.42	506.00	
	Brown Dr South	Lynda Ln	Brown Dr South	Cul-De-Sac	25		0.05	1,000.00	1,733.33		250	1,733.33	200.88	143.00	
	Brown Dr South						**0.40**	**2,000.00**	**7,866.66**	**-**	**750.00**	**7,866.66**	**789.30**	**649.00**	$ 158,198.52

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 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)
DATE:	July 27, 2021
SUBJECT:	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)
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
TAP Program_Pedestrian Improvement Project (PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date	
Requesting Department Public Works	**Council District(s) Affected** 1

Requested Action

The Department of Public Works is requesting Council's approval to apply for the 2022 Transportation Alternatives Program (TAP) sponsored by the Georgia Department of Transportation (GDOT). The Department is proposing a pedestrian improvement project that includes 8-foot wide sidewalks and pedestrian lighting along Boat Rock Road, between Campbellton Road and Fulton Industrial Boulevard, which is approximately 2 miles. The project will connect pedestrians to planned activity centers, schools, parks, and homes.

Requirements for Council Action (City specific Council policy, statute or code requirement)

Staff recommends approval to apply for the 2022 TAP grant sponsored by GDOT.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The Boat Rock Rd sidewalk is part of the Sandtown Livable Centers Initiative (LCI) adopted by the Atlanta Regional Commission as, the MPO, and included in the Regional Transportation Plan and the City's recently adopted comprehensive Transportation Plan (CTP). It is the last leg of the 3 main corridors identified in the Sandtown LCI.

The project will be designed in accordance with ADA guidelines and constructed in compliance with the Americans with Disabilities Act (ADA); upgrade, or replace non-ADA compliant pedestrian and/or facilities in the project area, including ramps; eliminate hazardous pedestrian-vehicular conflicts and other threatening conditions; and remove physical barriers to pedestrians and bicyclists. Upon completion, the project will facilitate and encourage pedestrians, cyclists, joggers, and people with disabilities access to neighboring parks, activity centers, and schools.

Funding Source (if applicable)

No funding is needed at the time of submission of the application.

Financial Impact (if applicable)

If awarded, Finance will consider funding ($964,260) from reserves established in Contingency for grants.

Financial Impact Statement Received Yes ☑ No ☐
Legislative Process Complete Yes ☑ No ☐

Department Director Approval		Finance Director Approval
[signature]	7.13.2021	[signature] 7/13/21

Assistant City Manager Approval	City Attorney Approval	City Manager Approval
[signature] 7-17-21		[signature]

GEORGIA DEPARTMENT OF TRANSPORTATION

TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

APPLICANT: City of South Public Works Department DATE: 7/4/21

ADDRESS: 5400 Fulton Industrial Blvd PHONE: _____

CITY: Atlanta STATE: GA ZIP: 30336

CONTACT PERSON: Antonio Valenzuela TITLE: Director, Public Works Department

CONTACT EMAIL: antonio.valenzuela@cityofsouthfultonga.gov

PROJECT INFORMATION:

NAME OF PROJECT: Boat Rock Road Sidewalks, Campbellton Rd to Fulton Industrial Blvd

BRIEF PROJECT DESCRIPTION:

The project consists of 8-foot wide sidewalks and pedestrian lighting along Boat Rock Road, between Campbellton Road and Fulton Industrial Boulevard, which is approximately 2 miles. The project will connect pedestrians to planned activity centers, schools, parks, and homes.

PROJECT LOCATION:

The project location within the Sandtown LCI boundary is depicted on map 1. Boat Rock Rd, depicted in red,is the last remaining leg of the 3 main sidewalks identified in the Sandtown LCI. Campbellton Rd, in orange, was completed nearly five years ago and New Hope Road is in final design with a Fall 2022 projected let date.

LENGTH & TERMINI (i.e. where does project begin & end) (IF APPLICABLE): Campbellton Road to the South and Fulton Industrial Boulevard to the Northwest

COUNTY: Fulton HOUSE DISTRICT: 61

SENATE DISTRICT: 38 CONGRESSIONAL DISTRICT: 5

PROJECT CATEGORY AND LOCATION OF PROJECT:

(CHECK ONLY THOSE APPLICABLE ACTIVITIES AND LOCATIONS)

☑ Provisions of facilities for bicycles

☑ Provisions for pedestrians

☐ Provisions for streetscaping

☑ In areas of the State with a population greater than 5,000 but less than 200,000

☐ In areas of the State with a population less than 5,000

Submit applications to the following TAP electronic mailbox: TAPapplications@dot.ga.gov

(PLEASE ANSWER THE FOLLOWING IN SPACES PROVIDED.)

A. ELIGIBLITY DEMONSTRATION: "SEE ATTACHED" IS NOT ACCEPTABLE.

1. Does the project meet the requirements outlined within the **FAST Act**?
   ☒YES ☐NO
2. Does project conform to applicable requirements of Americans with Disabilities Act and any other state or federal laws concurring accessibility?
   ☒YES ☐NO

EXPLAIN BRIEFLY:

The Boat Rock Rd sidewalk is part of the Sandtown LCI adopted by the Atlanta Regional Commission as, the MPO, and included in the Regional Transportation Plan and the City's recently adopted comprehensive Transportation Plan (CTP).

The project will be designed in accordance with ADA guidelines and constructed in compliance with the Americans with Disabilities Act (ADA); upgrade, or replace non-ADA compliant pedestrian and/or facilities in the project area, including ramps; eliminate hazardous pedestrian-vehicular conflicts and other threatening conditions; and remove physical barriers to pedestrians and bicyclists. Upon completion, the project will facilitate and encourage pedestrians, cyclists, joggers, and people with disabilities access to neighboring parks, activity centers, schools, shopping centers, churches, etc.

B. PROJECT DESCRIPTION: "SEE ATTACHED" IS NOT ACCEPTABLE.

Does the applicant intend to apply to perform the administration and management functions for the project through the Local Public Agency (LPA) process?

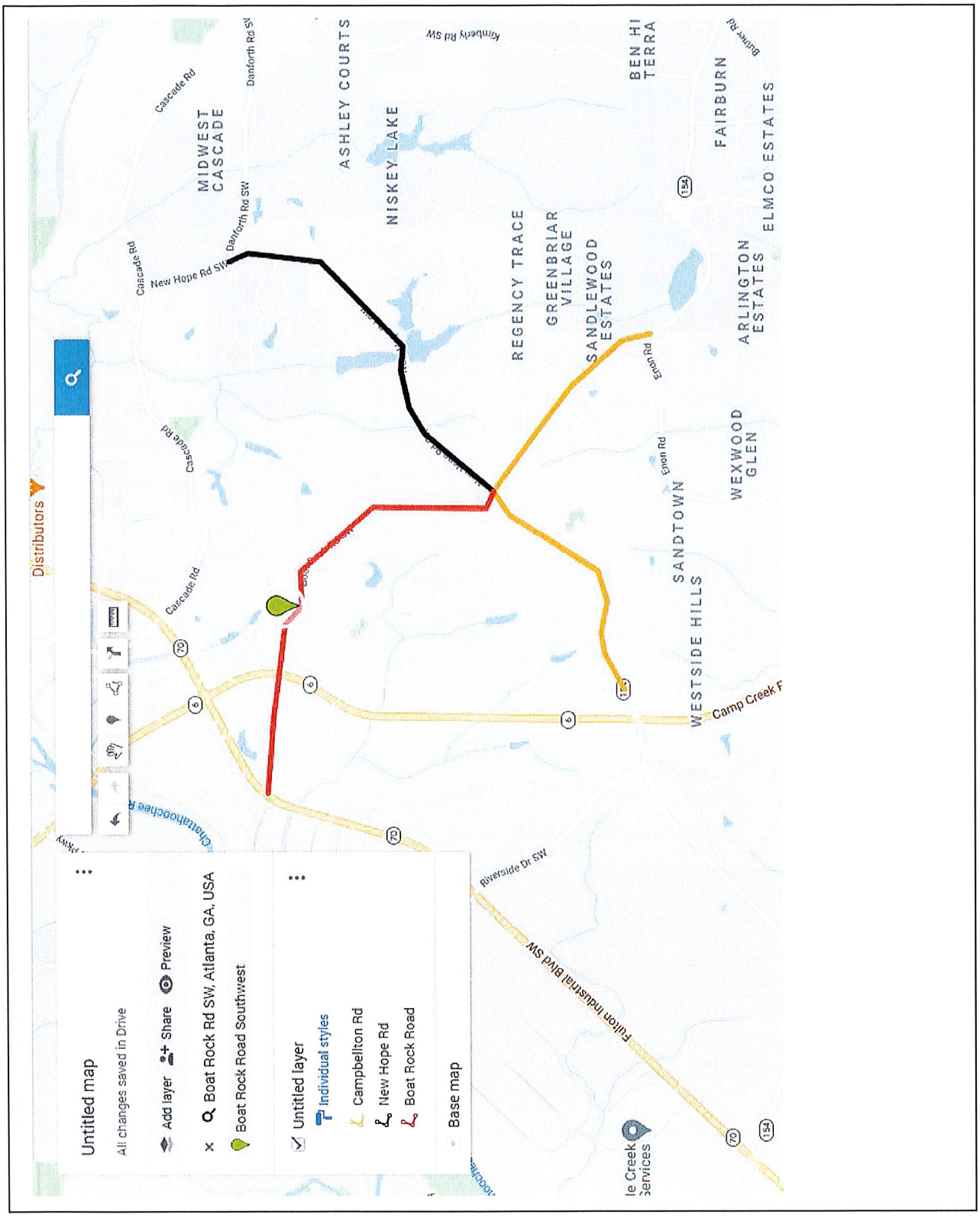
☐YES ■NO

Describe all necessary work needed to complete the proposed project. Description should reflect only activities checked under project category:

South Fulton is a new city, incorporated in 2017. Currently, the Transportation capital improvement program (sidewalks, bridges, intersection improvements) falls under the jurisdiction of Public Works. Although the city is LAP certified, the Department plans to solicit the services of a Program Management firm to manage the design, acquire the right-of-way, and conduct construction engineering Inspections (CEI) services during implementation. The city will have oversight of the program and the project.

C. MAPS, PLANS, & PHOTOGRAPHS:

Attach project location map(s), project boundary map and site plan. Include photographs of the existing site and/or facility if applicable. COMMENTS:



D. PROJECT COST: "SEE ATTACHED"" IS NOT ACCEPTABLE.

Itemize all project elements and costs. List item. description. quantity. unit price. amount. etc. Ensure costs shown are accurate and sufficient to satisfactorily complete all work anticipated in accordance with federal requirements. If the project is located in close proximity to a railroad crossing that does not have automatic gates with flashing light signals (within 500" along the mainline roadway. and within 200" of the mainline roadway on intersecting roads). project funds to upgrade the railroad signals may be required pursuant to federal regulations. All budget item costs for project administration and management to adequately accomplish the work must be shown. These expenses are to include engineering. inspection. and testing in accordance with state and federal requirements. Applicants MUST show a 10°/o contingency fee for the project. (Enter total project cost in Section I – Line 1. Page 9.) Itemize below:

Costs are listed below:

Phase	Estimated Costs
Design	$ 319,500
Right of Way	
• Land Acquisition	$ 479,250
• Land Services	$ 47,925
Utilities	$ 159,750
Construction	
• Costs	$3,195,000
• CEI Services	$ 79,875
Total	**$4,821,300**

E. PROPERTY OWNERSHIP:

Identify ownership of all property involved in the project. If additional property must be acquired to complete the project, identify ownership and value of property, either purchased or donated.

The project is still is planning stage. However, using the 2020 tax parcels, it appears that the following parcels along the corridors may be impacted:

Parcel ID Address
14F0109 LL1129 0 BOAT ROCK RD
14F0109 LL0279 0 BOAT ROCK RD
14F0091 LL1145 1251 BOAT ROCK RD
14F0091 LL0188 0 BOAT ROCK RD
14F0091 LL0022 1289 BOAT ROCK RD
14F0091 LL0980 1201 BOAT ROCK RD
14F0091 LL0675 0 BOAT ROCK RD
14F0091 LL1053 1380 BOAT ROCK RD
14F0091 LL0147 0 BOAT ROCK RD
14F0091 LL1186 1261 BOAT ROCK RD
14F0091 LL0113 1470 BOAT ROCK RD

F. LOCAL SUPPORT

Describe the level of local support for the proposed project. Attach letters from donors or sponsors committing non-federal share of project costs, commitment or support from sponsors, local government officials and regional organizations. Document the opportunities for public participation in the development of this project.

In 2002, Sandtown LCI has evolved through extensive public involvement/outreach efforts as documented in exhibit I. Citizens and the business community of Sandtown were informed and given ample opportunities to voice their concerns, suggestions, and comment on staff recommendations.

Thereafter, the Atlanta Regional Commission (ARC) showed support in funding the design and construction phases of the Campbellton Road and New Hope Road projects. The application process and the design of the project were closely coordinated with ARC and the Georgia Department of Transportation.

In 2019 and 2020, during the update of the Comprehensive Transportation Plan, under the newly-incorporated City of South Fulton,citizens continued to express the need to complete the project to provide continuity, accessibility, and transportation options with the Sandtown community.

G. PROJECT MAINTENANCE & MANAGEMENT PLANS:

Describe maintenance and management of the project, including the yearly amount of funds to support activities: Provide details for long-term maintenance of the project with project yearly maintenance costs.

Pre-Construction phase-
As stated in Section B, the city will solicit the program management services of a consulting firm to manage the design of the project, including the right-of-way acquisition. The costs are estimated at $319,500 and $47,925 respectively.

Construction phase:
The city will also solicit construction engineering inspection services of a consulting firm for the construction of the project. these services are estimated at nearly $80,000

Post Construction
There won't be any regular maintenance that will necessitate a yearly budget. Unforeseen conditions that would require attention will be addressed through regular maintenance.

H. DATA UNIVERSAL NUMBER (DUNS NUMBER): 081057307 **(The federal government requires that all applications for Federal grants and cooperative agreements with the exception of individuals other than sole proprietors have DUNS number. The Federal government will use the DUNS number to better identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name of address data for electronic grant application systems. If an applicant needs to obtain a DUNS Number, please call the dedicated toll-free DUNS Number request line a 1-866-705-5711).**

I. ENVIRONMENT ASSESSMENT:

Attach any previously prepared environmental documentation to this application. If no previously approved environmental documentation is available, the applicant must complete necessary studies if any, and have them approved prior to project implementation. This requirement does not apply if the application is for planning or feasibility studies only. Indicate below any impact the project is expected to cause.

	IMPACT	
	YES	NO
Displacement of residences or business	☑	☑
Disruption of neighborhoods.....	☐	☑
Impacts agricultural or recreational lands.....	☐	☑
Impacts historical/archaeological sites	☐	☑
Impacts wetlands, streams/lakes, floodplains	☐	☑
Within coastal zone	☐	☑
Endangered species	☐	☑
Air/water quality	☐	☑
Noise.....	☐	☑
Hazardous waste site.....	☐	☑

Any county, state, and/or federal permits required will have to be secured by the applicant prior to contract signing. These may include Army Corps of Engineers, Office of Coastal Resource Management, Coast Guard, Federal Energy Regulatory Commission, County Sediment and Erosion Control and Stormwater Management Ordinance, or State Budget and Control Board.

Comments:

Not Applicable for this project.

J. FUNDS REQUESTED, LOCAL MATCH AND SOURCE

LINE 1 – Total project cost (From Section D; Page #5) $ 4821300

LINE 2 – Funds requested by applicant (80%) of line 1 $ 3857040

LINE 3 – Local Match (Must be at least 20 % of Line 1 $ 964260

List source of match and amount from each source

LIST SOURCES (Be Specific)

Amount

A - General funds $ 964260

B - _____ $ _____

C - _____ $ _____

D - _____ $ _____

E - _____ $ _____

TOTAL AMOUNT OF MATCH (Should be equal to Line #3 above.) $ _____

Is project within a Transportation Management Area (TMA) boundary? ■ YES ☐ NO

If yes, is the project in the Transportation Improvement Program (TIP)? ☐ YES ■ NO

List TMA Atlanta Amount in TIP for project: $ _____

K. CERTIFICATION

The undersigned has authority to sign on behalf of the applicant and certifies that the applicant has legal authority to enter into contract to implement this project and that all information provided is complete and accurate to their best knowledge.

_____ _____

SIGNATURE DATE .

_____ _____

TITLE PHONE NO

_____

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:	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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Additional FY20 LMIG Funding (PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/21

Requesting Department	**Council District(s) Affected**
Public Works	4 and 5

Requested Action
Include Item on Consent Agenda at the next Council Meeting for consideration, approval, and acceptance of the Additional 2020 LMIG funds.

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 Department of Public Works is requesting approval to receive a Local Maintenance and Improvement Grant (LMIG) in the amount of $ 210,000. The City of South Fulton will be responsible for providing 30% ($63,000) match in funds to obtain the LMIG. The City of South Fulton is also required to submit a list of projects eligible to receive funding through the LMIG. The Grant funds will offset costs incurred by the City of South Fulton for the maintenance repairs of Demooney Rd over Deep Creek and Stacks Rd over CSX.

Funding Source (if applicable)

In the FY 2020 budget, Finance allocated a reserve to match grants received by the City.

Financial Impact (if applicable)

The 30% local match ($63,000) will come from the reserve established in Contingency for grants.

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval		**Finance Director Approval**
Antonio Valenzuela	5/17/21	Rachel Bembry Rachel Bembry (May 26, 2021 14:59 EDT)

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
5-27-21	5/17/21	

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

December 16, 2020

The Honorable William Edwards
Mayor of South Fulton
5440 Fulton Industrial Blvd., SW
South Fulton, Georgia 30336

RE: Funding Assistance for Bridge Repairs on Stacks Road over CSX Railroad

Dear Mayor Edwards:

The Department has approved the City's request for funding assistance for the bridge repairs on Stacks Road over the CSX Railroad. The Department will commit up to **$210,000** or **70%** of the project cost, whichever is less. The project will be funded out of the Department's Local Maintenance & Improvement Grant (LMIG) Program. These funds will be in addition to any other LMIG funds allocated to the City. Failure to begin the project before May 30, 2021, may result in the cancellation in funds.

In order to receive the funds, the City will need to submit the following items:

1. LMIG Application
2. Bid tabulations for the work

Please submit required information to wwright@dot.ga.gov or the address below:

Georgia Department of Transportation
Office of Local Grants – 17th Floor
One Georgia Center
600 West Peachtree Street NW
Atlanta, Georgia 30308

If you have any questions, please feel free to contact me at (404) 347-0231 or at: wwright@dot.ga.gov

Sincerely,

Bill Wright
Local Grants Administrator

cc: Kathy Zahul; Hon. Dana Lemon; Hon. Donzella James; Hon. Horacena Tate; Hon. Nikema Williams; Hon. Marie Metze; Hon. Roger Bruce; Hon. Debra Bazemore; Hon. Derrick Jackson; Hon. Sharon Beasley-Teague; Chartrae Kent

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 20 20

TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT INFORMATION

Date of Application: May 25, 2021

Name of local government: City of South Fulton
Address: 5440 Fulton Industrial Boulevard Atlanta GA 30336
Contact Person and Title: Antonio Valenzuela, Public Works Director
Contact Person's Phone Number: (470) 809-7514
Contact Person's Fax Number:
Contact Person's Email: Antonio.valenzuela@cityofsouthfultonga.gov

Is the Priority List attached? Yes

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, William "Bill" Edwards (Name), the Mayor (Title), on behalf of City of South Fulton (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 20 20

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

1209926
E-Verify Number

_____(Signature)

_____ (Print)

Mayor / Commission Chairperson

_____ (Date)

LOCAL GOVERNMENT SEAL:

Sworn to and subscribed before me,

This _____ day of _____ , 20___.

In the presence of:

NOTARY PUBLIC

_____
My Commission Expires:

NOTARY SEAL:

GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
    a. Overview of type of project(s) being requested
    b. Status of previous LMIG funding
    c. Signature of Mayor or County Commission Chairperson
2. The LMIG Application Form shall include the following:
    a. Signature of Mayor or County Commission Chairperson
    b. County/City Seal (Required)
    c. Notary signature and seal
3. Project List including a brief description of work to be done at each location.

FY 2020 **LMIG PROJECT REPORT**

COUNTY / CITY _____

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost	Project Let Date
Stacks	CSX			Bridge Replacement	$277,194	Jul 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 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Roof at Sandtown Gymnasium (Procurement and PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Purchasing/Public Works	D1

Requested Action

Authorize staff to enter into a Service Agreement with Garland/DBS, Inc, to produce and install a new roof at the Sandtown Gymnasium (located at 5320 Campbelton Raod SW) for an amount not to exceed $375,793.00.

Requirements for Council Action (City specific Council policy, statute or code requirement)

COSF Procurement Code: All $25,000 and above require council approval/authorization.
URA Funding Resolution 2019-055

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The roof at the Sandtown facility needs replacement and waterproofing. Omani Partners has statewide Job Order Contract that covers roofing repair and replacement services. COSF Staff seeks authority to utilize the State of Georgia's Roofing Agreement to contract with Garland/DBS to replace the roof at the Sandtown Gymnasium for an amount not to exceed $375,793.00. (see Roofing Proposal attached as Exhibit A).

Funding Source (if applicable)

URA Funding: URA 04 Resolution 2019-055

Financial Impact (if applicable)

Total Price $375,793.00

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☑

Department Director Approval	**Finance Director Approval**
7.12.2021	7/13/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
7-13-21		7/13/2021

Exhibit A

Formal Roof Installation Quote (Sandtown Gym)

Garland/DBS, Inc.

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL R.1

Sandtown Gym Roof Replacement
City of South Fulton
5320 Campbellton Rd SW
Atlanta, GA 30331

Date Submitted: 05/13/2021
Proposal #: 25-GA-210362
MICPA # PW1925
GEORGIA General Contractor License #: GCCO003281

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:
Concrete Roof Deck (approx. 6,000 sqft.)

1. Remove the existing roof system in the field and around projections only and leave the existing wall flashings in place down to the concrete roof deck and properly dispose.
2. Fully adhere new 1.5" polyisocyanurate in low rise foam with 12" ribbon patterns.
3. Fully adhere new ½" red primed wood fiber board set in low rise foam with 12" ribbon patterns.
4. All 2 x 2 curbs and roof hatch shall be raised using yellow pine wood nailers.
5. Install one ply of StressBase 80 set in weatherking membrane adhesive at a rate of 2.5 gallons per 100 square feet.
6. Install on ply of StressPly Plus FR Mineral in weatherking membrane adhesive at a rate of 2.5 gallons per 100 square feet.
7. Heat weld the field laps of the mineral surfaced membrane.
8. Prime the wall flashings with a quick dry asphalt primer at a rate of ½ gallon per 100 square feet.
9. Install new two ply flashing system around all curbs, projections, and walls utilizing one ply of StressBase 80 and one ply of StressPly Plus FR Mineral. Each ply shall be set in weatherking flashing adhesive at a rate of 5 gallons per 100 square feet.

10. Terminate the top of the wall flashings using a termination bar, and install 24 gauge slip metal under the coping to cover the termination bar.
11. Three course all vertical flashing laps using two applications of Silver-Flash and 6" fiberglass mesh.
12. Add 6" cover plates on all coping joints fabricated from 24 gauge metal. The cover plates shall have two rows of butyl tape on each side of the coping joint.
13. Remove the existing gutters and downspouts.
14. Install new 8" box gutters and 5 ¾" box downspouts in the same locations as the existing.

Metal Roof Deck (approx. 9,000 sqft.)

1. Sweep the gravel surface of all loose rock and debris and properly dispose.
2. Remove and replace any wet insulation to match the existing height of the insulation thickness and properly dispose.
3. Once wet insulation is removed and built back up, mechanically fasten new ½" red primed wood fiber board down through the existing roof system into the metal deck.
4. Install one ply of StressBase 80 set in weatherking membrane adhesive at a rate of 2.5 gallons per 100 square feet.
5. Install on ply of StressPly Plus FR Mineral in weatherking membrane adhesive at a rate of 2.5 gallons per 100 square feet.
6. Heat weld the field laps of the mineral surfaced membrane.
7. Prime the wall flashings with a quick dry asphalt primer at a rate of ½ gallon per 100 square feet.
8. Install new two ply flashing system around all curbs, projections, and walls utilizing one ply of StressBase 80 and one ply of StressPly Plus FR Mineral. Each ply shall be set in weatherking flashing adhesive at a rate of 5 gallons per 100 square feet.
9. Terminate the top of the wall flashings using a termination bar, and install 24 gauge slip metal under the coping to cover the termination bar.
10. Three course all vertical flashing laps using two applications of Silver-Flash and 6" fiberglass mesh.
11. Add 6" cover plates on all coping joints fabricated from 24 gauge metal. The cover plates shall have two rows of butyl tape on each side of the coping joint.
12. Remove the existing 12" box gutter and 8" downspouts and properly dispose.
13. Add a new wood nailer on top of the wall once the gutter is removed and dry in using R-Mer Seal self-adhering underlayment.
14. Install new 12" box gutter and 8" downspouts along the top of the new wood nailer.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.44	Tear-off & Dispose of Debris: SYSTEM TYPE BUR w/ Gravel Surfacing to the Existing Insulation (Insulation to be Re-Used)	$ 2.40	9,000	SF	$ 21,600
2.04	Tear-off & Dispose of Debris: SYSTEM TYPE BUR W/ Insulation and Gravel Surfacing - Concrete Deck	$ 2.38	6,000	SF	$ 14,280
6.10.01	Roof Deck and Insulation Option: CONCRETE ROOF DECK - COLD PROCESS APPLICATION INSULATION OPTION: Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	$ 4.78	6,000	SF	$ 28,680

4.08	Insulation Recovery Board & Insulations Options: RECOVERY BOARD TYPE 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Adhered with Insulation Adhesive	$ 2.34	9,000	SF	$ 21,060
12.01.01	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Hot ASTM D 312 Type III or IV Asphalt: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile	$ 2.51	15,000	SF	$ 37,650
12.09.03	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Mineral Surfaced Cap Sheet Adhered in Cold Process Modified Asphalt: ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	$ 5.42	15,000	SF	$ 81,300
20.01.03	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt FLASHING OPTION: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	$ 14.49	2,000	SF	$ 28,980
20.01.11	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE Substitute Hot Asphalt Application for Cold Process Flashing Adhesive Application	$ 6.50	2,000	SF	$ 13,000
5.10	Coat New Roofing With Elastomeric Coating: ROOF SYSTEM TYPE Apply an Aluminum Coating per Specifications (3/4 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	$ 1.80	2,000	SF	$ 3,600
23.119	Roof Accessories: Termination bar, aluminum, 1/4" x 1"	$ 3.89	200	LF	$ 778
	Metal Stretch-Out: 12" Box Gutters - 42" Kynar coated Aluminum with six (6) bends	$ 35.34	350	LF	$ 12,369
	Metal Stretch-Out: 8" Downspouts - 36" Kynar coated Aluminum with four (4) bends	$ 30.46	150	LF	$ 4,569
	Sub Total Prior to Multipliers				**$ 267,866**

22.01	MULTIPLIER - DIFFICULT ROOF OR BUILDING ACCESS Multiplier is applied when labor production is effected by roof or building access. Situations that can cause roof access to be more difficult include, but are not limited to: no access for lifts or cranes, access is dependent upon road closure, access point requires the closure of a building entrance, roof level is not accessible from the ground, roof area is interior to adjacent roofs or roof materials and materials and equipment must be loaded to one roof area and carried to another roof area, roof materials and equipment must be carried to the roof through an interior building access point, no or limited staging areas on the ground, etc.	24	$ 267,866	%	$ 64,288
22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	20	$ 64,288	%	$ 53,573
22.21	MULTIPLIER - ROOF SIZE IS GREATER THAN 10,000 SF, BUT LESS THAN 20,000 SF Multiplier is applied when Roof Size is greater than 10,000 SF, but less than 20,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across more of an average roof area resulting in fixed costs being a slightly larger portion of the overall job costs	8	$ 267,866	%	$ 21,429
	Total After Multipliers				**$ 407,156**

Base Bid Total Maximum Price of Line Items under the MICPA:	**$ 407,156**
Proposal Price Based Upon Market Experience:	**$ 375,793**

Garland/DBS Price Based Upon Local Market Competition:

Atlanta Sheetmetal Works	**$ 375,793**
Innovative Roofing Group	$ 395,294
Veteran Builders, LLC	$ 416,655

Garland/DBS Price: Lower Roof Section (Concrete Deck)

Atlanta Sheetmetal Works	**$ 197,274**

Garland/DBS Price: Upper Roof Section (Metal Deck)

Atlanta Sheetmetal Works	**$ 246,070**

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid 60 days from proposal date listed above.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Interior Temporary protection is excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Joe Mullen

Joe Mullen
Garland/DBS, Inc.
(216) 430-3635

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to utilize the 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Roof at Welcome All Park (Procurement and PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Purchasing/Public Works	D1

Requested Action

Authorize staff to enter into a Service Agreement with Garland/DBS, Inc, to produce and install a new roof at the Welcome All Park (located at 4255 Will Lee Road) for an amount not to exceed $2,956,501.00.

Requirements for Council Action (City specific Council policy, statute or code requirement)

COSF Procurement Code: All purchases of $25,000.00 and above requires council authorization.
URA Funding Resolution 2019-055

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The roof at the Welcome All Park Recreation Center is in a state of disrepair, it has leaks and other failures rendering the building potentially unsafe. Garland/DBS, Inc., has a statewide roofing contract with the Sate of Georgia that covers roofing repair and replacement services. COSF Staff seeks authority to utilize the State of Georgia's Roofing Agreement to contract with Garland/DBS to replace the roof at the Welcome All Park Recreation Center for an amount not to exceed $2,956,501.00. (see Roofing Proposal attached as Exhibit A).

Funding Source (if applicable)
URA Funding: URA 04 Resolution 2019-055

Financial Impact (if applicable)
Total Price $2,956.501.00

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☑

Department Director Approval		**Finance Director Approval**
[signature]	7.13.2021	[signature] 7/13/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
[signature] 7-13-21		[signature] 7/13/2021

Exhibit A

Garland/DBS, Inc., Welcome All Roofing Proposal

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

Welcome All Park
City of South Fulton
4255 Will Lee Road
Colllege Park, GA 30349

Date Submitted: 05/25/2021
Proposal #: 25-GA-210502
MICPA # PW1925
Georgia General Contractor License #: GCCO003281

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Flat Roof Sections

1. Remove entire roofing assembly down to metal decking and properly dispose.
2. Inspect the existing metal decking. Wire brush and coat any rusted decking with a rust prohibitive primer (Rust-Go Primer) at a rate of ½ gallon per 100 square feet.
3. Remove and replace any perforated decking that is beyond repair on a unit cost basis. New metal decking shall be installed in accordance with SDI requirements.
4. For the entire roofing system, mechanically attach a 2" base layer and 1/4" per foot tapered polyisocyanurate insulation board in accordance to the tapered drawing below.
5. Install 1/2" crickets between the drains in accordance to the tapered drawing.
6. Adhere 1/2" primed HD wood fiber in 4'x4' sheets in high rise foam (Insul-Lock HR) over the new polyisocyancurate rigid insulation in accordance to the engineered wind up lift calculations.
7. Install three inch (3") perlite cant strips at all curbs and base flashings set in a fibered asphalt mastic (Flashing Bond).
8. Install one ply of fiberglass reinforced SBS modified base sheet (Flexbase 80) set in a cold applied rubber modified interply adhesive (Weatherking Plus WC) at a rate of 2.5 gallons per 100 square feet and heat weld the seams.

9. Install one ply of dual fiberglass reinforced SBS modified, fire retarded membrane with minerals (StressPly FR Min) set in a cold applied rubber modified interplay adhesive (Weatherking Plus WC) at a rate of 2.5 gallons per 100 square feet and heat weld the seams.
10. Install new two ply base flashing system at all curbs, walls, and units. Two ply base flashings shall consist of one ply of fiberglass reinforced SBS modified base sheet (Flexbase 80) and one ply of dual fiberglass reinforced SBS modified, fire retarded membrane with minerals (StressPly FR Min). Each ply shall be set in cold brush grade adhesive (Weatherking Flashing Adhesive) at a rate of five (5) gallons per 100 square feet. Flashings shall run up the walls a minimum of 12" and be terminated with term-bars and surface mounted counterflashings.
11. All flashing laps and term-bars shall be terminated using a three course application of aluminum, fibered asphalt and reinforcement mesh. (Silver Flash, 6" GarMesh, Silver Flash)
12. Install new 4 lb. lead soil stack.
13. Install new 4 lb. lead around all internal drain bowls and sump an 8' x 8' area around internal drains.
14. Install new pitch pans with umbrellas around difficult termination areas.
15. Install new 24 gauge, kynar coated sheet metal details around all units, curbs and surface-mounted counterflashings along walls and parapet copings according to SMACNA applications.
15. Install new 24 gauge, kynar coated coping cap along the tops of the parapet wall, while leaving the existing TPO adhered to the wall
15. After a cure time of 45 days apply a non-fibered asphalt aluminum roof coating (Garla-Brite). Roof coating shall be applied in a two coat application of 1/2 gallon per 100 square feet per coat. The first coat shall be applied in the same direction, while the second coat should be applied perpendicular to first coat.
15. Prime and paint all internal roof drains with Rust-Go Primer and safety yellow
15. All finished roof details shall conform to the material manufacturer's requirements for details so as to provide a Thirty (30) year "no dollar limit" (NDL) watertight warranty to City of South Fulton.
15. Contractor is to guarantee all work against defects in materials and workmanship for a period of 5 (5) years which will be provided to the material manufacturer.

Attachment C: Bid Form - Line Item Pricing Breakdown Flat Roof

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.09	Tear-off & Dispose of Debris: SYSTEM TYPE Single-Ply W/ Insulation - Metal Deck	$ 1.80	36,200	SF	$ 65,160
4.27	Insulation Recovery Board & Insulations Options: INSULATION SLOPE OPTION Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	$ 8.44	36,200	SF	$ 305,528

6.06.01	Roof Deck and Insulation Option: METAL ROOF DECK - COLD PROCESS APPLICATION INSULATION OPTION: Mechanically Fasten Polyisocyanurate / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	$ 3.23	36,200	SF	$ 116,926
12.02.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	$ 3.83	36,200	SF	$ 138,646
12.09.04	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Mineral Surfaced Cap Sheet Adhered in Cold Process Modified Asphalt: ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	$ 7.39		SF	$ -
20.01.04	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt FLASHING OPTION: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	$ 15.30	10,000	SF	$ 153,000
20.01.11	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE Substitute Hot Asphalt Application for Cold Process	$ 6.50	10,000	SF	$ 65,000
5.01	Coat New Roofing With Elastomeric Coating: ROOF SYSTEM TYPE	$ 3.33	45,000	SF	$ 149,850
	Sub Total Prior to Multipliers				**$ 994,110**

22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	20	$ 994,110	%	$ 198,822
22.22	MULTIPLIER - ROOF SIZE IS GREATER THAN 30,000 SF, BUT LESS THAN 50,000 SF Multiplier is applied when Roof Size is greater than 30,000 SF, but less than 50,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a larger than average roof area resulting in fixed costs being a lower portion of the overall job costs	-3	$ 994,110	%	$ (29,823)
22.08	MULTIPLIER - ROOF HEIGHT IS GREATER THAN 20 FT, BUT LESS THAN OR EQUAL TO 50 FT STORIES Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 2 stories, but are less than or equal to an estimated 5 stories. Additional roof height can require increased safety requirements, larger lift equipment, tie-offs, etc.	18	$ 994,110	%	$ 178,940
	Total After Multipliers				**$ 1,342,049**

Base Bid Total Maximum Price of Line Items under the MICPA: $ 1,342,049

Proposal Price Based Upon Market Experience: $ 1,152,980

Garland/DBS Price Based Upon Local Market Competition: Flat Roof

S. Edwards LLC	**$ 1,152,980**
Innovative Roofing Group	$ 1,188,079
Veteran Builders	$ 1,648,949

Scope of Work: Pool Skylight

1. Remove existing penta-glass skylight system, all existing curb and structural members and metal down to the roof framing and dispose.
2. Rebuild a new aluminum box frame and curb for a new skylight system with proper braces and structural framing to support full length panels.
3. Ensure new curb height is minimum 8" above new finished R-Mer Span system.
4. Install new Quadwell 10MM DG Pentaglass over 8MM DG Pentaglass 2.75" thick at end walls in accordance with manufacturers specifications.
5. Paint match all aluminum frame and curb members to match the new decking system color under the metal roofing.
6. This is a fixed skylight solution and is not retractable.
7. 10YR Water Tight Warranty

Attachment C: Bid Form - Line Item Pricing Breakdown Pool Skylight

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
	Labor and Materials - S. Edwards LLC	$ 380,000.00	1		$ 380,000
	Sub Total Prior to Multipliers				**$ 380,000**
23.167	Additional repair options: Option 1: Cost of Quote Plus Mark-Up (Used when repair and installation services line item pricing is not available and services performed are to be performed by a contractor. Cost plus added to quote	14	$ 380,000	%	$ 53,200
	General Conditions:	$ 16,108.00	$ 1		$ 16,108
	Total After Multipliers				**$ 449,308**

Base Bid Total Maximum Price of Line Items under the MICPA:	**$ 449,308**
Proposal Price Based Upon Market Experience:	**$ 449,308**

Garland/DBS Price Based Upon Local Market Competition:

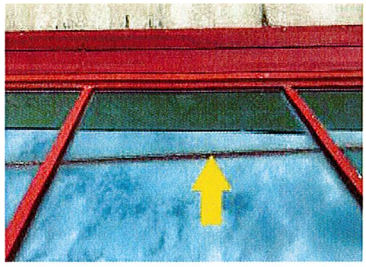
S. Edwards LLC	**$**	**449,308**
Innovative Roofing Group	$	489,863
Veteran Builders	$	517,295

*Must be accpeted with Metal Roof Proposal because of scaffolding system.

Scope of Work: Skylight Wet-Glazing

1. Remove all existing sealant around windows (Glass to Metal, Glass to Glass, Metal laps, Metal to EIFS, Fasteners, and Metal to TPO).
2. Wipe down all areas to be treated with denatured alcohol.
3. Apply masking tape to all glass to metal and glass to glass to create a neat/clean finish.
4. Apply a min 3/4" black silicone sealant between treated glass and metal frame creating a new water tight seal in accordance to All-Sil data sheet.
5. For Glass to Glass, apply backer rod/gasket applying a min of ¼" depth in accordance to All-Sil Data Sheet (See Pic 1A)
6. For ALL metal seams and overlaps, apply Dow 1,2,3 (See Pic 1B)
7. For metal joints and fasteners apply Black Dow Silicone (See Pic 1C & 1D)
8. Remove old sealant at metal ridge end and leave open (See Pic 1E)
9. RED ARROW-For metal to single ply transition apply All-Sil making sure to apply in accordance to data sheet (See Pic 1F) MAKE SURE TO APPLY SINGLE PLY CLEANER TO TPO BEFORE APPLICATION
10. YELLOW ARROW-Apply Dow 1,2,3 (See Pic 1F)
11. Check all metal counterflashing rivets on EIFS and replace if needed (See Pic 1G)
12. Provide a (2) year leak-free workmanship warranty.

1A



1B



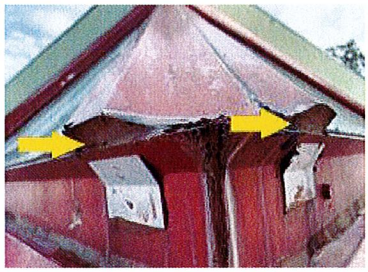
1C



1D



1E



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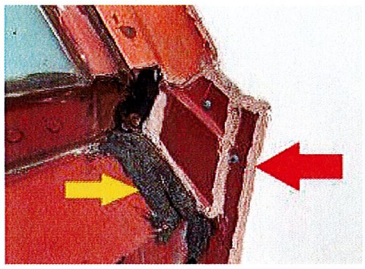
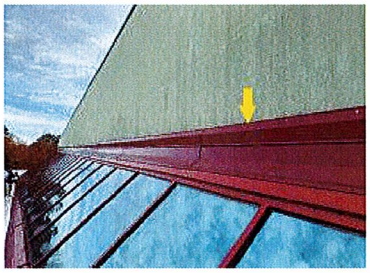


1G



Attachment C: Bid Form - Line Item Pricing Breakdown Skylight Wet Glazing

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
	Labor and Materials - S. Edwards LLC	$ 50,000.00	1		$ 50,000
	Sub Total Prior to Multipliers				**$ 50,000**

23.167	Additional repair options: Option 1: Cost of Quote Plus Mark-Up (Used when repair and installation services line item pricing is not available and services performed are to be performed by a contractor. Cost plus added to quote	14	$ 50,000	%	$ 7,000
	General Conditions, Garland Material / Shipping and Handling / Tax Allowances	$ 7,913.00	$ 1		$ 7,913
	Total After Multipliers				**$ 64,913**

Base Bid Total Maximum Price of Line Items under the MICPA:	**$**	**64,913**
Proposal Price Based Upon Market Experience:	**$**	**64,913**

Garland/DBS Price Based Upon Local Market Competition: Wet Glazing

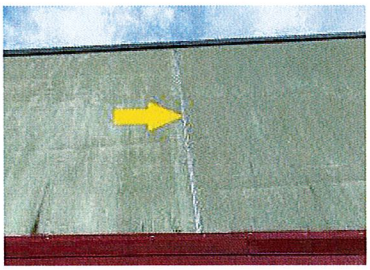
S. Edwards LLC	**$**	**64,913**
Veteran Builders	$	45,017
Innovative Roofing Group	$	81,844

***Price Only Valid if Main Roof is Accepted Using Same Contractor**

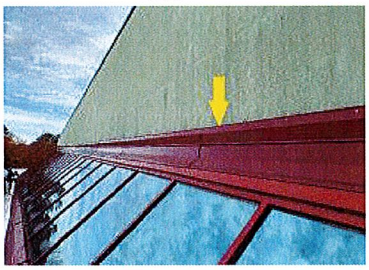
Scope of Work: Wall Restoration

1. Liberally apply Clean-Shield to the EIFS Wall above the skylight with a pump sprayer at a rate of 200 square feet per gallon.
2. Pressure wash EIFS Wall above skylight removing all dirt, debris, and contaminants
3. Remove all old sealant between the EIFS joints and metal counterflashing (See Pic 2A)
4. Install a backer rod to EIFS Wall joints and apply Tuff Stuff in accordance to data sheet (See Pic 2A)
5. Apply Tuff Stuff on the metal counterflashing on EIFS Wall in accordance to data sheet (See Pic 2B)
6. Apply (3) coats of Tuff Coat to EIFS Wall in accordance to data sheet (See Pic 2C)

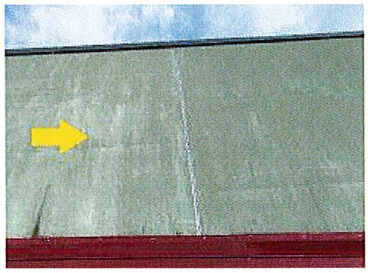
2A



2B



2C



Attachment C: Bid Form - Line Item Pricing Breakdown Wall Restoration

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
	Labor and Materials - S. Edwards LLC	$ 25,000.00	1		$ 25,000
	Sub Total Prior to Multipliers				**$ 25,000**
23.167	Additional repair options: Option 1: Cost of Quote Plus Mark-Up (Used when repair and installation services line item pricing is not available and services performed are to be performed by a contractor. Cost plus added to quote	14	$ 25,000	%	$ 3,500
	General Conditions, Garland Material / Shipping and Handling / Tax Allowances	$ 6,413.00	$ 1		$ 6,413
	Total After Multipliers				**$ 34,913**

Base Bid Total Maximum Price of Line Items under the MICPA:	**$ 34,913**
Proposal Price Based Upon Market Experience:	**$ 34,913**

Garland/DBS Price Based Upon Local Market Competition: Wall Restoration

S. Edwards LLC	**$ 34,913**
Veteran Builders	$ 34,370
Innovative Roofing Group	$ 43,976

***Price Only Valid if Main Roof is Accepted Using Same Contractor**

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead mes and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. Garland/ DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Use taxes are included.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded unless noted in scope of work.
6. Interior Temporary protection is excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Steve Rojek

Steve Rojek
Garland/DBS, Inc.
(216) 430-3613

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to enter into a 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Cliftondale Design (Procurement and PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Procurement & Public Works	D5

Requested Action

Authorize staff 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.

Requirements for Council Action (City specific Council policy, statute or code requirement)

COSF Procurement Code: Council approval is required on spend of $25,000 or greater.
URA funding: Resolution 2019-055

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The Cliftondale Park main building/South Fulton Arts Center has had ongoing issues with leaks, heating, cooling, electrical, plumbing, ceiling, and flooring issues. After assessments and inspections, it was discovered that the building also contain asbestos in various locations. The building needs a complete rebuild. Albion Scaccia Enterprises, LLC has a statewide agreement with the State of Georgia to provide Engineering and Design services.

Staff seeks Authorization to enter into service agreement with Albion Scaccia Enterprises, LLC to perform design services for Cliftondale Park in an amount not to exceed $98,429.60

Funding Source (if applicable)
URA Funding: URA 1 & URA 2

Financial Impact (if applicable)
Total Cost Not to Exceed $98,429.60

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval		**Finance Director Approval**
[signature]	7.13.2021	[signature] 7/13/21
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
[signature] 7-13-21		[signature] 7/14/2021

Exhibit A

Albion Scaccia Enterprises, LLC.,

Cliftondale Park/South Fulton Arts Center Design Proposal

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: GA-A06-040820-ALB

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number: 091893.00 Work Order Date: 05/11/2021

Work Order Title: CSF - Renovate the Cliftondale Park/South Fulton Arts Center Design

Owner Name:	City of South Fulton	Contractor Name:	Albion Scaccia Enterprises, LLC
Contact:	Dana Smith	Contact:	Todd Muraski
Phone:	770-283-0946	Phone:	678-614-0675

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-A06-040820-ALB.

Brief Work Order Description:

Renovate the Cliftondale Park/South Fulton Arts Center

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $98,429.60

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Contractor's Price Proposal - Summary

Date:	May 11, 2021
IQC Master Contract #:	GA-A06-040820-ALB
Work Order Number:	091893.00
Owner PO #:	
Work Order Title:	CSF - Renovate the Cliftondale Park/South Fulton Arts Center Design
Contractor:	Albion Scaccia Enterprises, LLC
Proposal Name:	CSF - Renovate the Cliftondale Park/South Fulton Arts Center
Proposal Value:	$98,429.60

01 - Design	**$98,429.60**
Proposal Total	**$98,429.60**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: May 11, 2021

IQC Master Contract #: GA-A06-040820-ALB
Work Order Number: 091893.00
Owner PO #:
Work Order Title: CSF - Renovate the Cliftondale Park/South Fulton Arts Center Design
Contractor: Albion Scaccia Enterprises, LLC
Proposal Name: CSF - Renovate the Cliftondale Park/South Fulton Arts Center
Proposal Value: $98,429.60

	Sect. Item	Modifer	UOM	Description	Line Total
Labor	Equip. Material	(Excluded if marked with an X			
01 - Design					
	Category2 - Architect Fees				
1	01 22 20 00 0052		HR	Principal Architect	$34,800.72
			Installation	Quantity 148.00 x Unit Price 200.00 x Factor 1.1757 = Total 34,800.72	
				Architect - Initial building and site investigation, Schematic design drawings.	
	Subtotal for Category2 - Architect Fees:				**$34,800.72**
	Category2 - Engineer Fees				
2	01 22 20 00 0055		HR	Principal Engineer	$63,628.88
			Installation	Quantity 264.00 x Unit Price 205.00 x Factor 1.1757 = Total 63,628.88	
				Mechanical, Electrical, Plumbing, Fire Protection - Initial building and site investigation, Schematic design, design developments and construction drawings.	
	Subtotal for Category2 - Engineer Fees:				**$63,628.88**
Subtotal for 01 - Design					**$98,429.60**

Proposal Total **$98,429.60**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

DETAILED SCOPE OF WORK

Project Name: . CSF – Renovate the Cliftondale Park/South Fulton Arts Center

Date: 04/07/21

SCOPE OF WORK

Design proposal for renovations of existing facility of the Cliftondale Park and South Fulton Arts Center.

GENERAL:

- INVESTIGATION PHASE
  - Field Measure Cliftondale Park
  - Field Measure South Fulton Arts Center
  - Virtual Meeting to Review Scope
  - Issue Final Scope Document
  - Create AutoCad Background Files

- DESIGN THRU C. D. PHASE
  - Create Preliminary Plans for CP
  - Final Scope Review
  - CP Demolition Plan and Notes
  - CP Final Floor Plan
  - New Roof Plan
  - CP Finish Schedule and Color Selections
  - Design Plan for Additional Fire Protection system
  - Design Plan for additional HVAC system at Art Center Wing.
  - Design Plan for electrical lighting replacement.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to enter into a 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Waterproofing at Sandtown (Procurement and PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Purchasing/Public Works	D1

Requested Action

Authorize staff to enter into a Service Agreement with All American Waterproofing, Inc., to apply waterproofing treatment to the newly installed roof at the Sandtown Gymnasium (located at 5320 Campbelton Road SW) for an amount not to exceed $59,400.

Requirements for Council Action (City specific Council policy, statute or code requirement)

COSF Procurement Code: All $25,000 and above require council approval/authorization.
URA Funding Resolution 2019-055

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The roof at the Sandtown facility needs replacement and waterproofing. Omani Partners has statewide Job Order Contract that covers roofing repair and replacement services. Competitive bids were solicited from 3 qualified roofing contractors (see Bid Submission Matrix attached as Exhibit A). All American Waterproofing, Inc., was identified as the Lowest Most Reponsive and Responsible Bidder, they submitted the lowest bid in the amount of $59,400.00.

Staff seeks authorization to enter into a Service Agreement with All American Waterproofing, Inc to waterproof the roof of Sandtown Gymnasium for an amount not to exceed $59,400.00

Funding Source (if applicable)

URA Funding: URA 04 Resolution 2019-055

Financial Impact (if applicable)

Total Price $59,400.00

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☑

Department Director Approval		**Finance Director Approval**
[signature]	7.13.2021	[signature] 7/13/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
[signature] 7-13-21		[signature] 7/14/2021

Exhibit A

Bid Submission Matrix -Sandtown Gym Waterproofing

Company	Base Bid Amount
All American Waterproofing Company	$59,400.00
Garland/DBS, Inc.	$285,000.00
Metro Waterproofing, Inc.	$88,840.00

Exhibit B

Winning Bid- All American Waterproofing Company

CONTRACT FOR LABOR AND MATERIALS

All-American Waterproofing Company
A Georgia Corporation
2550 Fairburn Road, S.W.—P.O. Box 310044
Atlanta, GA 31131-0044
Phone (404) 344-5985—Fax (404) 344-5986

* Established in 1961 *
* Licensed & Insured *

Name: Sandtown Gymnasium Date: 4/12/2021

Street: 5320 Campbellton Rd Starting Date: ASAP

City: Atlanta State: GA Zip: 30331 Phone: 770-283-0946

Email: DANA.Smith@cityofsouthfultonga.gov Contact: DANA SMITH (cell) _____

This contract pertains to the following property:

Street: SAME AS ABOVE City: _____ State: _____

The undersigned Customer hereby enters into this Contract for Services with All American Waterproofing Company (hereinafter referred to as the "Contractor").

All Major Credit Cards Accepted

Price. Contractor will undertake the work outlined below at Customer's premises as identified below. The contract price shall be $ 59,400.00, payable as follows: $ 19,400.00 to be paid upon the signing of this Contract: $ 40,000.00 upon completion of the work;

OR

$_____ per month for a period of _____ months, commencing _____. Interest shall accrue on any sum not paid when due under this Contract at the rate of 18% per annum.

Customer also acknowledges that Contractor has invested time and effort in evaluating Customer's water problems and in preparing this Contract. Therefore, in the event Customer cancels this Contract, all monies paid as a down payment shall be forfeited. All-American Waterproofing Company has the option to change the starting date due to unforeseen extenuating circumstances or weather. Price is subject to a 10% - 20% increase if rock or concrete greater than 4" thick is encountered that requires use of jackhammers. Any unforeseen problems that require additional work will be subject to a 10% - 20% increase.

Contractor's work shall include, if initialed by Contractor:
_____ removal and re-planting of plants and shrubs
_____ removal or replacement of baseboards, sheetrock, studs, and/or floor coverings

Contractor will not be liable for damage to sprinkler system. Contractor will not be responsible for underground services lines or utilities. Contractor will not be responsible for the survival of re-planted shrubs or plants. Contractor's work will not include any repainting, re-wallpapering, or more than minimal clean-up of cement dust resulting from cutting concrete. Contractor will not be liable for damage to floors, floor coverings (carpet, tile, hardwood, etc.), to walls, or to any furnishings, stored items, or personal property of the Customer, either while work is being performed or warranty period.

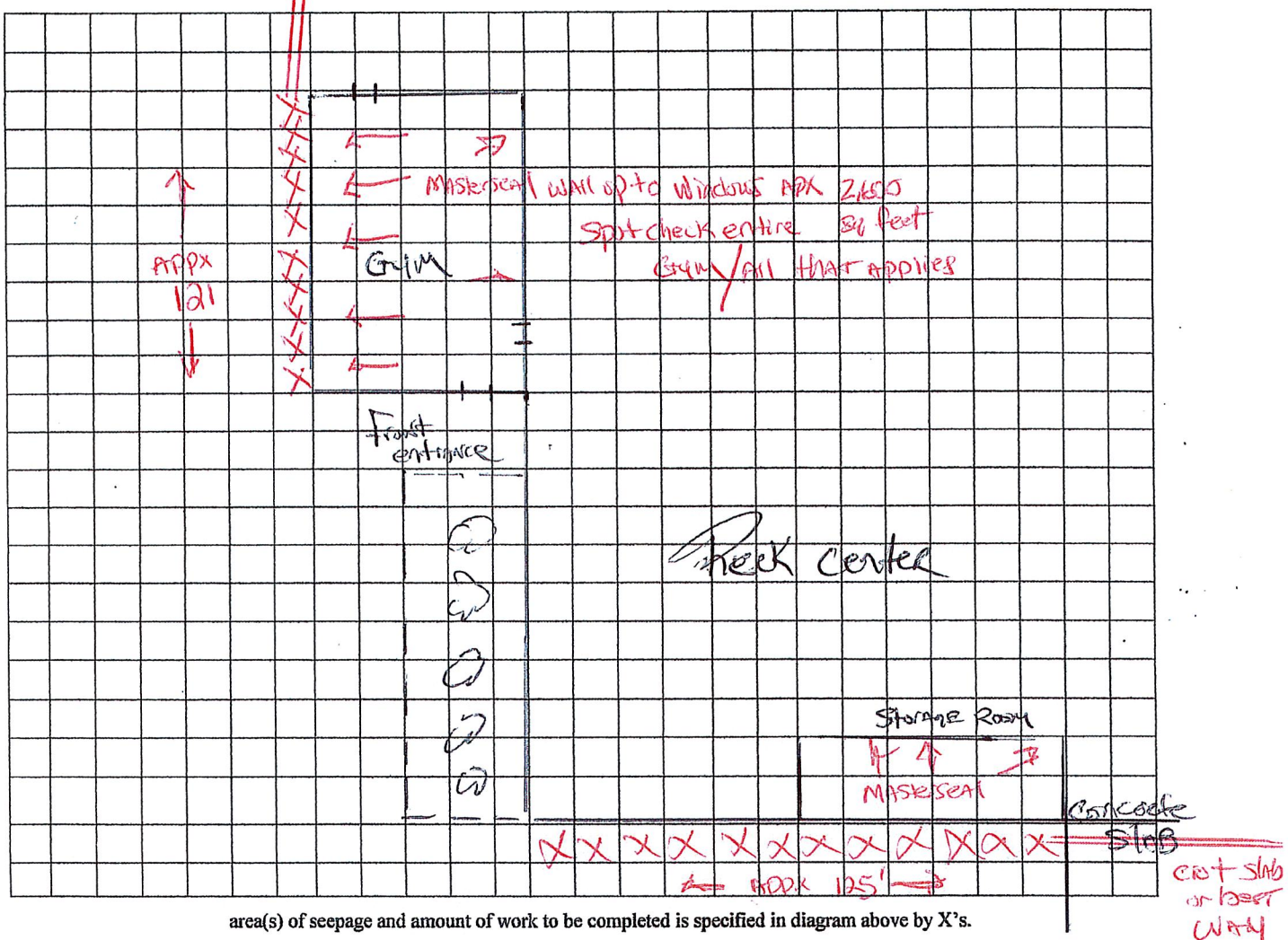
~~Basement~~ GYMNASIUM Procedures

- ☐ Move baseboard and cut stud, sheetrock or paneling wall where needed.
- ☐ Cut basement slab and install the pressure relief channel system (DRYALL) with metal baseboards, drain lines, gravel and vapor barrier before pouring and finishing concrete.
- ☐ Puncture weep holes where needed (if applicable).
- ☑ Prep basement wall and seal with Thoroseal material, gray in color, approximately All square feet. Appx 3000 sq feet in Gymnasium & Equipment Room / spot check All that applies
- ☐ Inject _____ cracks with _____ products.

Exterior Procedures

- ☑ Move plants where needed to perform work.
- ☑ Excavate exterior foundation wall to side of footings.
- ☑ Clean and prepare wall by repairing holes and cracks with hydraulic cement or regular cement.
- ☑ Waterproof foundation wall with Henry 787 rubber membrane, with drain lines and gravel with fabric.
- ☑ Install protect board/drain mat Fan Fold
- ☑ Use automatic compactors for proper soil compaction and positive drainage when backfilling.

Graph of Property



area(s) of seepage and amount of work to be completed is specified in diagram above by X's.

Warranties. Contractor warrants that it will perform all work under this Contract in a workmanlike manner and that it will use quality materials in the performance of such work. No warranty is given by Contractor other than those explicitly stated in this Contract, including implied warranties of merchantability and/or fitness for a particular purpose and/or any issues related to mold or mildew, and/or any damages resulting from water intrusion, either while work is being performed, or during any warranty period. The warranty will be voided by any modifications to or extensions of the warranted work which is not performed by All-American Waterproofing Company. Additional work performed by All-American pursuant to this warranty shall be of such nature and extent as All-American deems, in its sole discretion, to be needed under the particular circumstances presented. In the course of any work pursuant to this warranty, the removal and replacement of any sheetrock, framing, paneling, flooring, etc., which is removed in the course of such will be solely the responsibility of the Customer.

We warranty workmanship and material for a period of 10 years for the current homeowner only, where work is performed against water penetrating only the sub-soil wall cove (where floor meets wall), and/or ☐ excess water under the crawl space; with the exception of sump pump, which only has a two (2) year manufacturer's warranty. This warranty shall become effective upon the customer's full compliance with the above stated payment terms. The undersigned owner has the option to renew this warranty protection plan by paying an annual premium of _____ each year. Additionally, the property owner warrants that gutters, downspouts and gravity drains will be maintained properly or this warranty will become null and void.

_____ Warranty is null and void if the sump pump is installed without a battery back-up system in the event of a power failure.
(initial)

_____ Unless this paragraph is initialed by both parties, this warranty is non-transferrable. If paragraph is initialed, the warranty can be
(initial) transferred one time only to new buyer. Transfer fee for transferring warranty is $250.00. This includes inspection by technician of system that was installed. In any event, the warranty will be voided by any modifications to or extensions of the warranted work which is not performed by All-American Waterproofing Company. Additional work performed by All-american pursant to this warranty shall be of such nature and extent as All-American deems, in its sole discretion, to be needed under the particular circumstances presented. In the course of any work pursuant to this warranty, the removal and replacement of any sheetrock, framing, paneling, flooring, etc., which is removed in the course of such will be solely the responsibility of the Customer.

Venue for Disputes. The parties agree that the venue for an dispute of any kind of nature arising out of this Contract shall be the Superior Court of Cobb County, Georgia, and each of the parties expressly consents to the jurisdiction of said Court for such purposes. In any such dispute, the prevailing party shall be entitled to reimbursement from the non-prevailing party for its costs of litigation, including reasonable attorney's fees. In no event shall contractor's liability exceed the amount paid by Customer to Contractor.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to utilize the 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Kitchen and Bathroom Repairs (Procurement and PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Public Works & Procurement	D1, D3, D5

Requested Action

Authorize staff to enter into a Service Agreement with Gordian/JOC Construction, LLC to complete various renovation projects at Fire Stations and Park Facilities throughout the City as outlined in Exhibit A (attached and incorporated herein) for an amount not to exceed $1,676,185.46.

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
URA Funding: 2019-055

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The Fire Stations and Park Facilities throughout the City are in significant need of repairs. The volume of repairs, and the scope of services needed makes it impractical to solicit these services individually. Gordian/JOC Construction, LLC has a statewide agreement with the State of Georgia to perform specified construction/renovation services. The City's renovation needs fall within the scope of said Job Order Contract.

Staff seeks authorization to enter into a service agreement with Gordian/JOC Construction to complete the various renovation projects outlined in Exhibit A for an amount not to exceed $1,676,185.46.

Funding Source (if applicable)
URA 01, 02 & 09: Resolution 2019-055

Financial Impact (if applicable)
Not to Exceed $1,676,185.46

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☑

Department Director Approval		**Finance Director Approval**
[signature]	7.13.2021	[signature] 7/13/21
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
[signature] 7-14-21		[signature] 7/14/2021

Exhibit A

Contractor Price Proposal for COSF Repairs:

JOC Construction, LLC

Contractor's Price Proposal - Summary

Date:	June 04, 2021
IQC Master Contract #:	GA-ST03-040820-LRI
Work Order Number:	092459.00
Owner PO #:	
Work Order Title:	CSF - Maintenance and Upgrades to Various Site Locations
Contractor:	JOC Construction, LLC.
Proposal Name:	CSF - Maintenance and Upgrades to Various Site Locations
Proposal Value:	$1,676,185.46

01 General Requirements	**$33,406.00**
Fire Station #1	**$68,342.32**
Fire Station #3	**$141,467.45**
Fire Station #4	**$71,182.45**
Fire Station #5	**$34,565.20**
Fire Station #7	**$80,144.96**
Fire Station #8	**$102,434.68**
Park- Burdett	**$65,023.36**
Park- Burdett Tennis Center	**$4,024.10**
Park- Canine Crossing	**$8,563.89**
Park- Creel	**$90,999.18**
Park- Old National	**$60,878.76**
Park- Sandtown	**$22,473.76**
Park- South Fulton Tennis Center	**$297,947.79**
Park- Southwest Arts Center	**$3,033.79**
Park- Trammel Crow	**$97,923.96**
Park- Welcome All	**$419,338.73**
Park- Wilkerson Mill	**$74,435.07**
Proposal Total	**$1,676,185.46**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

JOC Construction Various URA Project Agenda Summary
(Kitchen and Bathroom Renovations)

Districts	URA Funding	Location	Costs	Project Summary
District 1	URA 4	Park- Sandtown	$22,473.76	Replacement of exterior doors
District 1	URA 1	Fire Station #4	$71,182.45	Industrial grade kitchen upgrades
District 1	URA 1	Park- Southwest Arts Center	$3,033.79	Sound booth drywall repairs
District 1	URA 1	Park -Trammel Crow	$97,923.96	Drainage improvements
District 1 Total			**$194,613.96**	
District 3	URA 2	Fire Station #1	$68,342.32	Industrial grade kitchen & restroom upgrades
District 3	URA 8	Park- Canine Crossing	$8,563.89	Replacement of exterior doors
District 3	URA 8	Park -South Fulton Tennis Center	$297,947.79	ADA access path Installation
District 3	URA 2	Park- Welcome All	$419,338.73	Interior ceiling & wall repairs, window replacement and interior repainting
District 3 Total			**$794,192.73**	
District 4	URA 10	Park- Wilkerson Mill	$74,435.07	Press Box window, water, roofing, HVAC and interior ceiling replacement
District 4	URA 13	Fire Station #3	$141,467.45	Retaining wall and site drainage improvements

District 4	URA 1	Fire Station #8	$102,434.68	Industrial grade kitchen upgrades, drainage, and envelope repairs
District 4 Total			**$318,337.20**	
District 5	URA 9	Fire Station #7	$80,144.96	Industrial grade kitchen upgrades and envelope repairs
District 5	URA 5	Park- Burdett	$65,023.36	Interior renovations and envelope repairs
District 5	URA 5	Park- Burdett Tennis Center	$4,024.10	Fire & Life Safety Emergency Lighting
District 5 Total			**$149,192.42**	
District 6	URA 6	Park- Creel	$90,999.18	Roofing and HVAC Replacement
District 6	URA 3	Park- Old National	$60,878.76	Roofing and replacement of exterior doors
District 6 Total			**$151,877.94**	
District 7	URA 6	Fire Station #5	$34,565.20	Industrial grade kitchen upgrades
District 7 Total			**$34,565.20**	
General Requirements	**All URAs**	**01 General Requirements**	**$33,406.00**	**General Administrative Conditions with State Contract**
Grand Total			**$1,676,185.46**	

June 4, 2021

City of South Fulton

Various Locations

Summary of Scope

This Scope of Work includes various projects throughout the city of South Fulton based on general specifications provided by the City of South Fulton and observations made by contractor at site visit completed on 05/10/2021 and 5/13/2021.

Detailed Scope of Work

We have included the following items in our proposal:

Fire Station #1- 5165 Welcome All Rd, College Park, Georgia 30349:

1. Furnish and install stainless steel island.
   1.1. Dimensions 38" (d) x 72" (w) x 36" (t).
   1.2. 16/300 series flat top with standard 1-1/2" square edges on all sides.
   1.3. (3) Drawers and door sets fabricated from 18/300 series stainless steel.
   1.4. Includes (4) casters, (2) locking.
2. Furnish and install stainless steel shelf.
   2.1. Dimensions 12" x 36" w/ 2" backsplash and 1-1/2" square edging
   2.2. Triangular mounting brackets.
   2.3. 16 gauge.
   2.4. Installed below (3) electrical plugs to left of millwork.
3. Renovate existing men's restroom.
   3.1. Remove and dispose of the following:
      3.1.1. Millwork
      3.1.2. Mirrors
      3.1.3. Millwork mounted fixtures
      3.1.4. Receptacles and cover plates
      3.1.5. Wall and ceiling mounted lighting
      3.1.6. Toilet partitions
      3.1.7. Floor tile and tile cove base
      3.1.8. Floor leveler/mud bed
      3.1.9. Restroom/toilet accessories
      3.1.10. (1) wall hung toilet
      3.1.11. (2) wall hung toilet toilet seats
   3.2. Provide materials, equipment and labor to furnish and install the following:
      3.2.1. Mud bed to allow slope to floor drain.
      3.2.2. Floor tile and cove base.
      3.2.3. Millwork supports.
      3.2.4. Millwork.

3.2.5. Solid surface countertops.
3.2.6. (6) undermount sinks with no touch faucets, P-traps, strainer and supply lines as needed.
3.2.7. (6) mirrors, (1) at each sink location.
3.2.8. (6) shelves, (1) at sink locations.
3.2.9. Building standard color (6) GFCI receptacles and matching cover plates, building standard color.
3.2.10. (10) LED lighting fixtures. (6) over mirror wall mounted, (4) ceiling mounted.
3.2.10.1. Utilize existing circuitry.
3.2.11. Toilet partition systems and accessories.
3.2.11.1. Hiney Hiders anti-graffiti, standard color option.
3.2.11.2. (3) stall units
3.2.11.3. (1) urinal screen
3.2.11.4. Toilet paper dispensers, paper towel dispensers, towel hooks, soap dispensers, grab bars, coat hooks.
3.2.12. (1) wall mounted toilet with automatic flush valve and seat.
3.2.13. (2) toilet seats. (All new toilet seats)
3.2.14. Patch, prep, prime and paint walls.
3.2.15. Patch, prep, prime and paint ceilings.
3.3. Provide equipment, materials and labor to auger drain line on inoperable toilet.
3.4. Clean (2) urinals with light muriatic acid solution to attempt to clean deposit buildup at fixture outlet.
3.5. Utilize dust mitigation equipment and enclosures for duration of restroom renovation.
3.6. Client responsible for deactivating any FA detectors in work area prior to mobilization.
3.7. Toilet rims will be up to (2-1/2") closer to finished floor level due to addition of mud beds to created positive drainage to floor drain.

Fire Station #3- 4035 Stonewall Tell Road, College Park, Georgia 30349:

1. Retaining Wall
1.1. Provide professional services to execute engineered drawings for retaining wall replacement.
1.1.1. Survey, Topo, Civil, Structural
1.2. Provide material, labor and equipment to construct up to 150' L x 5' H mass gravity wall (Redi-Rock) in front of existing retaining wall.
1.2.1. Furnish and install base course on compacted crushed stone.
1.2.2. Redi-Rock blocks 36" deep.
1.2.3. Face of mass gravity wall to be 4' in front of face of existing retaining wall.
1.2.4. Wrap existing retaining wall with geotextile fabric.
1.2.5. Backfill and compact in between mass gravity wall and existing retaining wall with #57 stone.
1.2.6. Cap backfilled aggregate with fill clay and compact.

1.2.7. Furnish and install erosion control mat above wall at disturbed areas.

2. Site Drainage
   2.1. Provide material, labor and equipment to remove and dispose of concrete pad at front right of fire station in front of sliding door.
   2.2. Provide material, labor and equipment to remove and dispose of existing radio tower structure and foundation.
   2.3. Provide material, labor and equipment to remove large hardwood trees and small trees for excavations.
   2.4. Provide material, labor and equipment to excavate in between fire station and retaining wall, creating a swell that leads out back of property.
      2.4.1. It is assumed client property extends 60' past back wall of fire station. Client responsible to verify before mobilization.
      2.4.2. Disperse of spoils onsite.
   2.5. Furnish and install new 4" x 8' x 8' concrete patio at sliding door.

Fire Station #4- 5890 Plummer Road SW, Atlanta, Georgia 30336:

1. Main Building
   1.1. Remove and dispose of wall and base cabinetry, countertops, sink and faucet in kitchen.
   1.2. Furnish and install wall and base stainless steel cabinetry and countertops in like manner as removed.
   1.3. Provide layout drawing for approval prior to installation.
   1.4. Remove and dispose of (1) existing refrigerator and freezer 2-n-1 appliance.
   1.5. Furnish and install (1) commercial 2-n-1 refrigerator and freezer.
      1.5.1. 35-40 cubic feet capacity
   1.6. Remove and dispose of dishwasher.
   1.7. Furnish and install (1) new dishwasher.
   1.8. Remove and replace existing stove with new commercial grade (6) burner gas stove with 24" flat top side cooktop and dual ovens.
   1.9. Remove and replace existing commercial stainless steel fume hood.
   1.10. Furnish and install stainless steel island.
      1.10.1. Dimensions 38" (d) x 72" (w) x 36" (t).
      1.10.2. 16/300 series flat top with standard 1-1/2" square edges on all sides.
      1.10.3. (3) Drawers and door sets fabricated from 18/300 series stainless steel.
      1.10.4. Includes (4) 6" legs
2. Maintenance Building
   2.1. Remove and replace existing gas line regulator and flexible gas line to stove.

Fire Station #5- 3175 Bethsaida Road, Fairburn, Georgia 30213:

1. Remove and dispose of wall and base cabinetry, countertops, sink and faucet in kitchen.

2. Furnish and install wall and base stainless steel cabinetry and countertops in like manner as removed.
3. Furnish and install new pot rack. 36" L with (18) single sided pot hooks.
4. Provide layout drawing for approval prior to installation.

Fire Station #7- 5965 Buffington Road, Atlanta, Georgia 30349:

1. Exterior
   - 1.1. Remove and dispose of water damaged cement siding, trim and soffit.
   - 1.2. Remove and dispose of water damaged framing and furring exposed from removed cement siding.
   - 1.3. Remove and dispose of existing gutters as needed to install new fascia board.
   - 1.4. Furnish and install framing and furring as needed to replace damaged framing and furring.
   - 1.5. Furnish and install cement siding, trim and soffit in areas where damaged cement siding, trim and soffit removed.
   - 1.6. Furnish and install caulking at lap siding vertical joints, non-lapped horizontal joints and at dissimilar materials.
   - 1.7. Provide materials, labor and equipment to prep, prime and paint (2) coats cement siding, trim and soffit.
   - 1.8. Provide materials, labor and equipment to paint (2) coats (4) bollards, exterior metal door frames and exterior metal doors. Roll-up doors not included.
   - 1.9. Furnish and install new gutters and downspouts.
   - 1.10. Replace and/or repair missing and loose stone veneered siding.
2. Kitchen
   - 2.1. Remove and dispose of wall and base cabinetry, countertops, sink and faucet in kitchen.
   - 2.2. Furnish and install wall and base stainless steel cabinetry and countertops in like manner as removed.
   - 2.3. Furnish and install stainless steel island.
     - 2.3.1. Dimensions 38" (d) x 72" (w) x 36" (t).
     - 2.3.2. 16/300 series flat top with standard 1-1/2" square edges on all sides.
     - 2.3.3. (3) Drawers and door sets fabricated from 18/300 series stainless steel.
     - 2.3.4. Includes (4) 6" legs
   - 2.4. Provide layout drawing for approval prior to installation.
   - 2.5. Remove and dispose of (1) existing refrigerator and freezer 2-n-1 appliance.
   - 2.6. Furnish and install (1) commercial 2-n-1 refrigerator and freezer.
     - 2.6.1. 38-46 cubic feet

Fire Station #8- 8675 Ridge Road, Fairburn, Georgia 30213:

1. Kitchen

1.1. Remove and dispose of wall and base cabinetry, countertops, sink and faucet in kitchen.
1.2. Furnish and install wall and base stainless steel cabinetry and countertops in like manner as removed.
1.3. Furnish and install stainless steel island.
  1.3.1. Dimensions 38" (d) x 72" (w) x 36" (t).
  1.3.2. 16/300 series flat top with standard 1-1/2" square edges on all sides.
  1.3.3. (3) Drawers and door sets fabricated from 18/300 series stainless steel.
  1.3.4. Includes (4) 6" legs.
1.4. Provide layout drawing for approval prior to installation.
1.5. Furnish and install new commercial grade (6) burner gas stove with 24" flat top side cooktop and dual ovens.
1.6. Remove and dispose of (1) existing refrigerator and freezer 2-n-1 appliance.
1.7. Furnish and install (1) commercial 2-n-1 refrigerator and freezer.
  1.7.1. 38-46 cubic feet
1.8. Remove and dispose of dishwasher.
1.9. Furnish and install (1) new dishwasher.

2. Exterior Drive
2.1. Furnish and install curb inlet at low point in concrete driveway.
2.2. Remove and dispose of concrete drive as needed to install underground structures and piping.
2.3. Furnish and install underground drainage piping from inlet structure to outlet structure.
2.4. Furnish and install outlet structure on hillside towards front of property.
2.5. Furnish and install compacted soil, subbase and concrete drive in areas removed.

3. Exterior Building
3.1. Provide labor, equipment and materials to remove and dispose of existing gutters.
3.2. Remove and replace water damaged fascia, soffit and trim as needed.
3.3. Provide labor, equipment and materials to caulk, prep, prime and paint (2) coats replaced fascia, soffit and trim as needed.
3.4. Provide labor, equipment and materials to prep, prime and paint (2) coats existing fascia, soffit and trim to remain.
3.5. Furnish and install new gutters and downspouts.

Burdett Park- 2945 Burdett Road, College Park, Georgia 30349

1. Security Cameras
1.1. Remove and dispose of existing security cameras.
1.2. Furnish and install cover plates in locations of removed cameras not to be reused.

1.3. Furnish and install (4) security cameras, raceways and category cabling in building interior. (1) camera to capture front door area, (1) for each of the (2) gym exit doors, (1) for back area conference room/computer lab.
1.4. Furnish and install (2) multi-lens overview pole mounted cameras, raceways, category cabling and foundations to view the parking lot areas.
1.4.1. Install (2) concrete pads/footers with L-bolts for camera poles.
1.5. Provide materials, labor and equipment to install new security monitoring workstation with server in existing electrical room.
1.5.1. 3TB storage minimum.
1.5.2. Viewable remotely.
1.5.3. Monitor to be installed in electrical room or main office. Clients' choice.
1.6. Remove concrete curbs and asphalt paving as need to install conduit.
1.7. Replace concrete curbs.
1.8. Replace asphalt paving with 8" concrete paving with welded wire fabric.

2. Wall
2.1. Remove and dispose of existing temporary wall system.
2.2. Furnish and install new 3-5/8" offset metal stud wall with 6" metal track, 5/8" gypsum sheathing each side and sound attention blankets in between each stud run in location of temporary wall system.
2.2.1. Furnish and install finish bead to top and ends of wall on both sides.
2.2.2. Provide a level 4 drywall finish, prep, prime and (2) topcoats of paint.
2.3. Furnish and install vinyl wall base to newly constructed wall. Match existing as close as possible.

3. Soffits
3.1. Remove existing damaged and failing laminate attached to horizontal and vertical soffits.
3.2. Furnish and install new laminate in areas of removed laminate.
3.3. Prep, prime and paint laminated soffits. Neutral color to be chosen by client.

4. Exterior
4.1. Trim and dispose of tree branches hanging over roof.
4.2. Remove and dispose of up to (2) trees closest to building foundation.
4.3. Provide materials, equipment and labor to clean existing gutters on rear of building.
4.4. Provide materials, equipment and labor to clean debris out of downspouts to ground level.

Burdett Tennis Center- 5975 Old Carriage Drive, College Park, Georgia 30349

1. Emergency Lighting
1.1. Furnish and install (2) exit light combos in main room.
1.2. Furnish and install (1) emergency light pack in electrical room, women's restroom and the men's restroom.

June 4, 2021

Canine Crossing Dog Park- 4951 Camp Drive, College Park, Georgia 30349

1. Remove and dispose of (3) metal frames and doors.
2. Furnish and install (3) new metal frames and metal doors with new hardware.

Creel Park- 2775 Creel Road, College Park, Georgia 30349

1. Community Center
   - 1.1. Remove and dispose of existing metal cage structures from existing condensing units.
   - 1.2. Remove and capture existing refrigerant from lines for (3) split system units.
   - 1.3. Remove and dispose of (3) existing condensing units and (3) air handlers with gas heat.
   - 1.4. Furnish and install (3) condensing units and (3) air handlers with gas heat totaling 5 tons.
   - 1.5. Furnish and install new custom metal cage structure around (3) new condensing units.
   - 1.6. Remove and dispose of (1) nonfunctional 5kw 60amp electric heater.
   - 1.7. Furnish and install (1) 5kw 60amp electric heater.
   - 1.8. Rehab (2) fire extinguisher boxes.
     - 1.8.1. Adjust hinges.
     - 1.8.2. Modify closing mechanism.
     - 1.8.3. Remove rust by mechanical means.
     - 1.8.4. Prime and paint.
     - 1.8.5. Install new "Fire Extinguisher" labels.
2. Restroom Building
   - 2.1. Remove and dispose of (2) nonfunctional 5kw 60amp electric heater.
   - 2.2. Furnish and install (2) 5kw 60amp electric heater.
3. Pavilion 01
   - 3.1. Remove and dispose of existing asphalt shingles and roofing felt.
   - 3.2. Furnish and install new roofing felt, asphalt shingles and drip edge flashing.
4. North Pavilion
   - 4.1. Remove and dispose of existing asphalt shingles and roofing felt.
   - 4.2. Furnish and install new roofing felt, asphalt shingles and drip edge flashing.

Old National Park- 2400 Pleasant Hill Road, College Park, Georgia 30349

1. Concessions
   - 1.1. Remove and dispose of existing exterior metal door.
   - 1.2. Furnish and install new metal door and hardware with construction core.
   - 1.3. Remove and dispose of (2) existing sale counters.
   - 1.4. Furnish and install (2) solid surface sale counters.
2. Roof
   - 2.1. Remove and dispose of existing asphalt shingles.
   - 2.2. Furnish and install new underlayment, flashings and asphalt shingles.
   - 2.3. Remove and dispose of existing soffit, fascia, gutters and downspouts.
   - 2.4. Furnish and install new soffit, fascia, gutters and downspouts.

2.4.1. Prep, prime and paint with (2) top coats.

3. Site Furnishings
   3.1. Provide materials, labor and equipment to remove and dispose of (6) sets of (5) row bleachers.
   3.2. Furnish and install (6) sets of (5) row metal bleachers.
   3.3. Remove and dispose of (4) picnic tables.
   3.4. Furnish and install (4) picnic tables.

Sandtown Park Gym- 5320 Campbellton Road, Atlanta, Georgia 30331

1. Exterior Doors
   1.1. Remove and replace existing metal doors and hardware.
      1.1.1. (2) 42" metal doors.
      1.1.2. (2) double 36" doors.
      1.1.3. Repair existing metal frame header as needed for new door closures.
      1.1.4. New hardware. Hinges, closers, rim exit devices, locksets, kickplates.
      1.1.5. 7-pin interchangeable construction core.
      1.1.6. Client to install CSF system core.
      1.1.7. Prep, prime and paint new metal doors and existing frames.

South Fulton Tennis Center- 5645 Mason Road, College Park, Georgia 30349

1. Furnish and install new ADA access ramp from behind building beside stairs to sidewalk at tennis courts.
   1.1. Provide professional services for design in accordance with 2010 ADA Standards for Accessible Design and local/state regulations for client approval.
      1.1.1. Provide private underground imaging and utility locate.
      1.1.2. Provide geotechnical soil survey.
      1.1.3. Provide land survey.
   1.2. Furnish and install client approved ADA ramp on hillside with galvanized steel handrails.
      1.2.1.1. Details and components subject to design.

Southwest Arts Center- 915 New Hope Road, Atlanta, Georgia 30331

1. Theater Building II- 2nd Floor
   1.1. Remove and replace water damaged drywall ceilings.
   1.2. Provide a level 4 drywall finish.
   1.3. Prep, prime and paint drywall ceiling with (2) topcoats of acrylic latex flat paint.
2. Exterior
   2.1. Repair existing damaged bollard/replace if can't repair.

Trammel Crow Park- 4980 Cascade Road, Atlanta, Georgia 30331

1. Site Drainage

1.1. Provide professional services to design site drainage solution for ponding water on sidewalk and restroom concrete apron.
  1.1.1. Survey, Topo, civil.
  1.1.2. Submit to client for approval.
1.2. Utilize private locate with GPR to locate existing utilities.
  1.2.1. Once during design phase and once at construction mobilization phase.
1.3. Remove and dispose of existing concrete surfaces, landscaping and soil as needed for rework.
1.4. Furnish and install inlets and underground stormwater piping.
  1.4.1. Tie into existing stormwater system.
  1.4.2. Furnish and install (1) 6'x4' inlet at low point in sidewalk in front of pavilion.
  1.4.3. Furnish and install (2) 24"x18" inlets.
  1.4.4. Furnish and install HDPE piping from installed catch basins to existing stormwater catch basin and tie in.
1.5. Install pine straw at tree area in between sidewalk and parking lot.
1.6. Install shade tolerant, low growing plants along sidewalk to prevent washing of organic materials.
1.7. Furnish and install top soil, pine straw and low growing, shade tolerant plantings at bare area in between sidewalk and tennis courts.
1.8. Furnish and install seed and straw in disturbed areas.

Welcome All Park- 4255 Will Lee Road, College Park, Georgia 30349

1. Pool Slide
  1.1. Remove and dispose of existing pool slide structure.
  1.2. Furnish and install a 42" Open Flume Waterslide approximately 90 ft in length with a tower height of approximately 11 ft.
  1.3. Install slide foundations and footings per final design.
  1.4. Install a new slide feature pump and all related piping.
  1.5. Perform all required modifications to the current pool deck, pool wall, and all finishes. All existing tile that is damaged or removed will be replaced. New tile may not match existing colors due to aging.
  1.6. Install the slide tower per the final design.
  1.7. Perform a detailed startup of the waterslide and provide an owner training session per factory recommendations.
  1.8. Fill and balance pool and make ready for public use.
  1.9. Obtain all permits and perform all inspections as required for the new slide installation.
2. Pool Area
  2.1. Provide materials, labor and equipment to prep, prime and paint all concrete block walls and metal frames in the pool area.
    2.1.1. Remove wall hangings from walls for painting. Store and reinstall after painting completed.

2.1.2. Remove and replace pool rules signage.
2.1.3. Painted wall signage to be reinstalled after wall painting.
2.1.4. Provide an 8" color block stripe at bottom course of block wall above protective wall panels.
2.2. Provide materials, labor and equipment to install .060" Korogard wall protection panels over wall tile.
2.2.1. Remove failed, bulging paint from wall tile.
2.2.2. Install trim at top of wall panels.
2.2.3. Finish height to be 4' AFF.
2.3. Provide materials, labor and equipment to prep, prime and paint metal ducting in the pool area.
2.4. Remove and dispose of (3) damaged exterior windows.
2.5. Furnish and install (3) new windows.
2.5.1. Anodized aluminum storefront frame, painted to match building accent color (shade of green).
2.5.2. Window frame to have one vertical and one horizontal mullion.
2.5.3. (4) glass panels per window.
2.5.4. Glass panels to be comprised of (2) 3/8" glass and a ¼" air gap.
2.5.5. Glass to be tempered and insulated.

3. Hallway Soffits
3.1. Provide materials, labor and equipment to repair gypsum soffits in the main hallway.
3.2. Provide a level 4 drywall finish.
3.3. Prep prime and paint w/ (2) topcoats of interior acrylic latex flat paint.
4. Security Camera
4.1. Remount security camera to ceiling tile in lobby.

Wilkerson Mill Road- 8095 Wilkerson Mill Road, Palmetto, Georgia 30331

1. Press Box
1.1. Remove and replace existing operable windows.
1.1.1. Replace water damaged window sills and jack studs as needed.
1.1.2. Patch and repair interior drywall surfaces at windows.
1.1.3. Prep, prime and paint walls from countertop to ceiling after repairs.
1.1.4. Windows to receive window tint treatment.
1.2. Repair and replace existing drywall ceilings as needed.
1.2.1. Add additional framing as needed for drywall support.
1.2.2. Provide a level 4 drywall finish.
1.2.3. Prep, prime and paint drywall ceilings.
2. Plumbing
2.1. Remove and replace existing 40-gallon water heater.
3. Mechanical
3.1. Remove and replace existing 7kW 60amp electric unit heater.

3.2. Furnish and install new (2) ton ductless mini split unit for press box.
   3.2.1. Furnish and install anti-theft metal housing around condensing unit and linesets.
   3.2.2. Contractor assumes adequate power available in existing panel.
   3.2.3. Furnish and install new breakers, raceway and conductors.
4. Roof
   4.1. Remove and dispose of existing press box asphalt shingle roof.
   4.2. Remove and replace fascia board.
      4.2.1. Prep, prime and paint new fascia board.
   4.3. Furnish and install new underlayment, flashing and asphalt shingles.

Details that apply to all work

1. This proposal is based on normally expected conditions as observed upon site visit.
2. Contractor shall utilize the latest issue of the SOURCEWELL Specifications for all work.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at job site.
5. Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to beginning work.
6. All salvageable materials remain the property of the Owner.
7. Contractor shall coordinate inspections as required / if required.
8. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including wood, plastic, paper or other means for sealing / protecting furniture, sidewalks, doors or windows, etc.
9. Contractor shall be responsible for daily job site clean-up and will make provisions for disposing of all of his trade's debris. There shall not at any time be any material or debris left on site that could endanger the public.
10. Contractor shall be responsible for 48 hours advanced notice to coordinate Utility Interruptions.

Submittals

1. Commercial Refrigerator Freezer Combo
2. Dishwasher
3. Commercial Stove and Hood
4. Floor Tile
5. Paint Colors
6. Faucets
7. Sinks
8. Countertops
9. Toilet Partitions and Accessories

10. Mirrors
11. Cabinetry including Shop Drawings
12. Redi-Rock Mass Gravity Wall
13. Door Hardware
14. Emergency Lighting
15. Lighting
16. Security System Components
17. Roof Shingles
18. Bleachers
19. Picnic Tables
20. Mechanical Units/Systems
21. Electric Heaters
22. Windows
23. Pool Slide System
24. Engineered Drawings as indicated above in SOW

Schedule

1. The total estimated duration to complete this project including an allotment for administrative time, submittal processing, inspection time, punch list remediation, and closeout time will be **[360] Days** from the time JOC Construction receives purchase order from client, however, should there be any circumstances that impede progress that are out of the control of JOC Construction Inc. a time extension equal to documented days lost will be issued.

Owners Responsibilities

1. Provide access to job site and prompt response to RFI and submittal information submitted by contractor.
2. Provide reimbursement for any fees associated with tapping/beginning service for utilities and permitting as necessary.

Closeout

1. Contractor must remove all excess materials, debris, tools and equipment form the site.
2. Owner shall be provided 1 Electronic Copy of the Operations and Maintenance manual for the project with retainage billing.
3. Owner will be provided a 1 year warranty from Contractor on furnished material and workmanship.

Clarifications

1. At the time of the issuance of a purchase order, it is understood that permits are **NOT** required. If the contractor will be responsible for obtaining applicable permits for the above mentioned work, then Owner will be responsible for reimbursement of any fees that

may be charged to contractor associated with permitting as well as any and all fees and expenses (i.e. permit fees, professional design and engineering fees as outlined in the Construction Task Catalog) incurred as described in the EZIQC master document.

2. Prevailing wages have **NOT** been included in this proposal.
3. This proposal is based on Normal Working Hours as defined by Monday through Friday, 7AM to 5PM EST.
4. Hazardous Material Removal or handling has not been included in this proposal.
5. Any reference to match existing shall describe closest match available. Due to aging of materials, discontinued items, and minor batch color discrepancies from manufacturers, it is not always possible to find an exact match for existing materials.

Signature **Date**

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
HVAC System at Sandtown (Procurement and PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Procurement & Public Works	D1 & D5

Requested Action

Authorize staff to enter into a Service Agreement with Mann Mechanical Company, to supply and install a Central HVAC System at Sandtown Park Gymnasium in an amount not the exceed $68,720.00.

Requirements for Council Action (City specific Council policy, statute or code requirement)

COSF Procurement Code: Council approval is required on spend of $25,000 or greater.
URA funding: Resolution 2019-055

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The Sandtown Park Gymnasium is are currently without air conditioning systems causing molds and other harmful conditions. The City solicited bids from 3 qualified HVAC installation services contractor (see bid submission matrix attached as Exhibit A). Mann Mechanical Company was identified as the Lowest, Most Responsive and Responsible Bidder, the submitted the lowest bid in the amount of $68,720.00.

Staff seeks authority to enter into service agreement with Mann Mechanical Company to complete the Installation of HVAC system at the Sandtowm Park Gymnasium in an amount not to exceed $68,720.00

Funding Source (if applicable)

URA Funding: URA 1 & URA 2

Financial Impact (if applicable)

Total Cost Not to Exceed $68,720.00

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval		**Finance Director Approval**
[signature]	7.13.2021	[signature] 7/15/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
[signature]		[signature] 7/14/2021

Exhibit A

Bid Submission Matrix for Sandtown Gym HVAC

Company	Base Bid Amount
Mann Mechanical Company, Inc	$68,720.00
ARS Mechanical, LLC	$166,700.00
Hammock's AC, INC.	$88,020.00

Exhibit B

Winning Bid- Mann Mechanical Company

MANN MECHANICAL COMPANY, INC.

5370 Truman Drive, Suite K
Decatur GA 30035
24 Hour Service 678.399.5000
servicedept@mannmechanical.com
mannmechanical.com

April 15, 2021 Proposal# AJM 0415-002

Dana Smith
Program Manager
City of South Fulton
5440 Fulton Industrial Blvd, SW
Atlanta, Georgia 30336

Project: Sandtown and Burdett Gymnasium HVAC Proposals

MANN MECHANICAL COMPANY INC. proposes to furnish the labor, equipment, parts and materials to perform the services as described below:

- **Provide Engineered HVAC Systems to provide heating and cooling for each Gymnasium including drawings and equipment submittals to be reviewed and approved by the owner.**
- **Provide concrete pad for each new package HVAC unit.**
- **Provide interior Fabric Duct system suspended from existing structure.**
- **Provide insulated sheet metal exterior ductwork connect new HVAC units.**
- **Provide sealed frame wall openings for ductwork penetrations.**
- **Provide electronic programmable thermostat control.**
- **Repurpose gas piping up to 150' overhead serving existing gas fired unit heaters. Remove and dispose of existing gas unit heaters.**
- **Provide electrical power to the HVAC units from an available existing electrical panel. We have included a $4500.00 allowance in our cost estimate.**
- **Provide GPS bipolar ionization modules in each unit to fight pathogens and provide cleaner, safer air.**
- **Clean area of all construction debris.**
- **Test system for proper operation and review installation with Owner.**

Clarifications

- Estimated scope and cost are based on our preliminary design work. We have included in our estimate the cost to complete the design documents which will be reviewed with the owner after this proposal has been accepted. Any changes as a result of the final design work may cause the estimated cost to change.
- Due to the complexity of the systems unforeseen repairs any additional work discovered during the project will be reviewed with the customer for approval prior to any work being performed.
- This proposal is quoted with all work being performed during normal working hours of 7:00 a.m. till 3:30 p.m. Monday through Friday. If overtime is utilized, the proposed price will increase by the applicable overtime labor rates

Sandtown Park Gymnasium HVAC Cost Estimate $ 68,720.00

Burdett Park Gymnasium HVAC Cost Estimate $ 73,693.00

Investment

The estimated cost to perform the above scope of work for each facility is as stated above

This agreement will be honored for (15) days from the date of this proposal at which time prices and schedules will be re-estimated.

Thank you for the opportunity to offer our proposal for this work. If you should have any questions, please feel free to call me to discuss at 404-309-7537. I look forward to working with you on this project.

Approved: _____

Printed Name: _____

Date: _____

Respectfully submitted,
Aubrey J. McStay LEED AP
Chief Engineer Lic # 0085E
Service Manager
(678) 399-5000 Service department
(404) 309-7537 cell
amcstay@mannmechanical.com

Terms and Conditions

Environmental Health and Safety - The customer is responsible to provide safe and adequate access and safe working conditions suitable for servicing equipment. This includes the ability to start and stop equipment as necessary for safety or service requirements. The customer shall also furnish any safety training or certifications required for working at their site at the customer's expense to include the hourly rate of the Mann Mechanical Co, Inc. employee and/or sub-contractor.

Exclusions – Equipment that is operated outside of the original manufactures design specifications. In addition, Mann Mechanical Co, Inc. is not responsible for any loss of time or loss of profit associated with the work that is being performed or has been performed by Mann Mechanical Company Incorporated. Consequential and liquidated damages are excluded.

Initial Inspection - Mann Mechanical Co, Inc. reserves the right to terminate in whole and or adjust the agreement rate after the initial inspection due to unforeseen circumstances that would not allow Mann Mechanical Co, Inc. to perform the contracted task in a safe and/or timely manner. Any adjustment in the agreement shall be made as an addendum to the original agreement. If the agreement is to be terminated the customer agrees to pay the street time and material rate for work performed.

Terms and Billing Options including associated fees

Payment Terms - Standard payment terms for customers with approved credit are Net 30 days from date of invoice. Orders submitted without approved credit will require a "Cash in Advance" payment prior to service being performed or an equipment order being processed. In addition, major Credit Cards (American Express, Master Card, Visa, PayPal) are accepted as a form of payment.

Returned Checks – Mann Mechanical will charge $100.00 to a customer account for returned checks due to insufficient funds.

***Late Payment Fees** - A late payment fee equal to 1.5% will be applied to any outstanding invoices that are unpaid after 45 days terms. This fee will be calculated and applied monthly to any outstanding unpaid invoices.

*Note: Any additional collection costs incurred by Mann Mechanical due to past due collections efforts will be charged back to the customer.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to enter into a 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
HVAC System at Burdett (Procurement and PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Procurement & Public Works	D1 & D5

Requested Action

Authorize staff to enter into a Service Agreement with Mann Mechanical Company to supply and install a Central HVAC System at Burdett Park Gymnasium in an amount not the exceed $73,693.00.

Requirements for Council Action (City specific Council policy, statute or code requirement)

COSF Procurement Code: Council approval is required on spend of $25,000 or greater.
URA funding: Resolution 2019-055

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The Burdett Park Gymnasium is currently without a working air conditioning systems causing molds and other harmful conditions. The City solicited bids from 3 qualified HVAC installation services contractor (see bid submission matrix attached as Exhibit A). Mann Mechanical Company was identified as the Lowest, Most Responsive and Responsible Bidder, they submitted the lowest bid in the amount of $73,693.00.

Staff seeks authority to enter into a service agreement with Mann Mechanical Company, Inc., to complete the Installation of HVAC system at the Burdett Park Gymnasium in an amount not to exceed $73,693.00

Funding Source (if applicable)

URA Funding: URA 1 & URA 2

Financial Impact (if applicable)

Total Cost Not to Exceed $73,693.00

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval		**Finance Director Approval**
[signature]	7.13.2021	[signature] 7/15/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
[signature]		[signature] 7/14/2021

Exhibit A

Bid Submission Matrix for Burdett Gym HVAC

Company	Base Bid Amount
Mann Mechanical Company, Inc	$73,693.00
ARS Mechanical, LLC	$166,700.00
Hammock's AC, INC.	$88,020.00

Exhibit B

Winning Bid- Mann Mechanical Company

MANN MECHANICAL COMPANY, INC.

1969 - 2019

5370 Truman Drive, Suite K
Decatur GA 30035
24 Hour Service 678.399.5000
servicedept@mannmechanical.com
mannmechanical.com

April 15, 2021

Proposal# AJM 0415-002

Dana Smith
Program Manager
City of South Fulton
5440 Fulton Industrial Blvd, SW
Atlanta, Georgia 30336

Project: Sandtown and Burdett Gymnasium HVAC Proposals

MANN MECHANICAL COMPANY INC. proposes to furnish the labor, equipment, parts and materials to perform the services as described below:

- **Provide Engineered HVAC Systems to provide heating and cooling for each Gymnasium including drawings and equipment submittals to be reviewed and approved by the owner.**
- **Provide concrete pad for each new package HVAC unit.**
- **Provide interior Fabric Duct system suspended from existing structure.**
- **Provide insulated sheet metal exterior ductwork connect new HVAC units.**
- **Provide sealed frame wall openings for ductwork penetrations.**
- **Provide electronic programmable thermostat control.**
- **Repurpose gas piping up to 150' overhead serving existing gas fired unit heaters. Remove and dispose of existing gas unit heaters.**
- **Provide electrical power to the HVAC units from an available existing electrical panel. We have included a $4500.00 allowance in our cost estimate.**
- **Provide GPS bipolar ionization modules in each unit to fight pathogens and provide cleaner, safer air.**
- **Clean area of all construction debris.**
- **Test system for proper operation and review installation with Owner.**

Clarifications

- Estimated scope and cost are based on our preliminary design work. We have included in our estimate the cost to complete the design documents which will be reviewed with the owner after this proposal has been accepted. Any changes as a result of the final design work may cause the estimated cost to change.
- Due to the complexity of the systems unforeseen repairs any additional work discovered during the project will be reviewed with the customer for approval prior to any work being performed.
- This proposal is quoted with all work being performed during normal working hours of 7:00 a.m. till 3:30 p.m. Monday through Friday. If overtime is utilized, the proposed price will increase by the applicable overtime labor rates

Sandtown Park Gymnasium HVAC Cost Estimate $ 68,720.00

Burdett Park Gymnasium HVAC Cost Estimate $ 73,693.00

Investment

The estimated cost to perform the above scope of work for each facility is as stated above

This agreement will be honored for (15) days from the date of this proposal at which time prices and schedules will be re-estimated.

Thank you for the opportunity to offer our proposal for this work. If you should have any questions, please feel free to call me to discuss at 404-309-7537. I look forward to working with you on this project.

Approved: _____

Printed Name: _____

Date: _____

Respectfully submitted,
Aubrey J. McStay LEED AP
Chief Engineer Lic # 0085E
Service Manager
(678) 399-5000 Service department
(404) 309-7537 cell
amcstay@mannmechanical.com

Terms and Conditions

Environmental Health and Safety - The customer is responsible to provide safe and adequate access and safe working conditions suitable for servicing equipment. This includes the ability to start and stop equipment as necessary for safety or service requirements. The customer shall also furnish any safety training or certifications required for working at their site at the customer's expense to include the hourly rate of the Mann Mechanical Co, Inc. employee and/or sub-contractor.

Exclusions – Equipment that is operated outside of the original manufactures design specifications. In addition, Mann Mechanical Co, Inc. is not responsible for any loss of time or loss of profit associated with the work that is being performed or has been performed by Mann Mechanical Company Incorporated. Consequential and liquidated damages are excluded.

Initial Inspection - Mann Mechanical Co, Inc. reserves the right to terminate in whole and or adjust the agreement rate after the initial inspection due to unforeseen circumstances that would not allow Mann Mechanical Co, Inc. to perform the contracted task in a safe and/or timely manner. Any adjustment in the agreement shall be made as an addendum to the original agreement. If the agreement is to be terminated the customer agrees to pay the street time and material rate for work performed.

Terms and Billing Options including associated fees

Payment Terms - Standard payment terms for customers with approved credit are Net 30 days from date of invoice. Orders submitted without approved credit will require a "Cash in Advance" payment prior to service being performed or an equipment order being processed. In addition, major Credit Cards (American Express, Master Card, Visa, PayPal) are accepted as a form of payment.

Returned Checks – Mann Mechanical will charge $100.00 to a customer account for returned checks due to insufficient funds.

***Late Payment Fees** - A late payment fee equal to 1.5% will be applied to any outstanding invoices that are unpaid after 45 days terms. This fee will be calculated and applied monthly to any outstanding unpaid invoices.

*Note: Any additional collection costs incurred by Mann Mechanical due to past due collections efforts will be charged back to the customer.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council approval to enter into a 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Generator at Fire Station 1 (Procurement and PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Public Works & Procurement	D1, D3, D5

Requested Action

Authorize staff 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) for an amount not to exceed $122,186.12.

Requirements for Council Action (City specific Council policy, statute or code requirement)

COSF Procurement Code: Council Approval is required on all purchase of $25,000 or more.
URA Funding; 2019-055;

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

Capital City Electrical has a Service Agreement with the City of Atlanta to produce and install commercial electrical generators as needed to provide power to facilities through the City. Said Agreement was procured by Formal Solicitation and Capital City Electrical Services, LLC submitted the winning bid. Staff seeks authorization to utilize the City of Atlanta Agreement to purchase and install a commercial generator unit at Fire Station #1 in an amount not to exceed $122,186.12 (see proposal attached as Exhibit A)

Funding Source (if applicable)
URA 01, 02 & 09: Resolution 2019-055

Financial Impact (if applicable)
Not to Exceed $122,186.12

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☑

Department Director Approval	**Finance Director Approval**
7.14.2021	7/15/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
7-14-21		

Exhibit A

Formal Generator Quote (Fire Station # 1)

Capital City Electrical Services

CAPITAL CITY
ELECTRICAL SERVICES LLC

May 19, 2021

City of South Fulton
5540 Fulton Industrial Blvd SW
Atlanta, GA 30336
Attn: Dana Smith
770-283-0946
dana.smith@cityofsouthfultonga.gov

Re: Fire Station #1 New generator (5165 Welcome All Road Collage Park, GA 30349)

The following is a proposal for labor and material to complete the following scope:

Electrical Scope

- Demo 100Amp ATS, and 30KW Generator. Dispose of properly, and recycle.
- Provide and install service entrance rater 400A 120/240 three-phase ATS Nema-3.
- Provide and install 85kw 120/240 three-phase generator with pad. 215-gallon diesel tank base with 24hr runtime.
- Provide 215-gallon fuel.
- Permit and inspection
- Private locate.
- Boom lift, to place new generator on the pad.
- Backhoe

Qualifications

- Based on normal work hours Monday through Friday
- Access to the site is the responsibility of the owner.

Exclusions

- Engineered drawings and inspections or permit fees.
- Any electrical provisions.

Total: $122,186.12

Pricing is good for 30 days. Balance upon completion.
All work shall be completed in a workman like manner and in accordance with local and national codes. All work shall carry a 1-year warranty on labor & materials, excluding lamps.
Payment is due upon receipt of invoice.

Jeanette Allison
Jeanette Allison
Account Manager

_____
Proposal Accepted by Date

CAPITAL CITY
ELECTRICAL SERVICES LLC

Item Description	Qty	Normal Price	City's Discounted Price
85KW Genorator	1.00	$ 91,000.00	$ 80,500.00
400Amp 600Volt 3P Double Throw Auto Transfer Switch		Included above	Included above
Quazite Box	2.00	$ 1,778.40	$ 1,573.20
3/4" Set Screw Steel Cplg	35.00	$ 33.59	$ 29.72
3/4" Set Screw Steel Conn	6.00	$ 7.80	$ 6.90
#12 THHN CU Stranded Wire	790.00	$ 520.00	$ 460.00
3/4" 1-Hole Strap	45.00	$ 33.80	$ 29.90
3/4" EMT	200.00	$ 910.00	$ 805.00
Cat 6 Non-Plenum (CMR) 23 Gauge 4-Pair Cable	250.00	$ 91.00	$ 80.50
Seed and Straw		$ 260.00	$ 230.00
#3/0 THHN CU Standed Wire	1328.00	$ 19,078.51	$ 16,877.15
#3 THHN CU Stranded Wire	332.00	$ 1,790.33	$ 1,583.76
Boom Lift		$ 1,300.00	$ 1,200.00
Disopsal		$ 650.00	$ 600.00
Inspection		$ 325.00	$ 300.00
Backhoe		$ 1,690.00	$ 1,560.00
Permit		$ 325.00	$ 300.00
Fuel		$ 1,397.50	$ 1,290.00
Contrete Pad		$ 4,550.00	$ 4,200.00
Total Material			**$ 111,626.12**
	# of Labor Hours		
Master Electrician	88.00	$ 65.00	$ 5,720.00
Helper	88.00	$ 55.00	$ 4,840.00
Total Labor			**$ 10,560.00**

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 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Generator at Fire Station 4 (Procurement and PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021

Requesting Department	**Council District(s) Affected**
Public Works & Procurement	D3

Requested Action

Authorize staff 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) for an amount not to exceed $125,381.06.

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.
URA Funding; 2019-055;

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

Capital City Electrical has a Service Agreement with the City of Atlanta to produce and install commercial electrical generators as needed to provide power to facilities through the City. Said Agreement was procured by Formal Solicitation and Capital City Electrical Services, LLC submitted the winning bid. Staff seeks authorization to utilize the City of Atlanta Agreement to purchase and install a commercial generator unit at Fire Station #4 in an amount not to exceed $125,381.06 (see proposal attached as Exhibit A).

Funding Source (if applicable)
URA 01, 02 & 09: Resolution 2019-055

Financial Impact (if applicable)
Not to Exceed $125,381.06

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☑

Department Director Approval		**Finance Director Approval**
[signature]	7.14.2021	[signature] 7/15/21

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
[signature]		[signature]

Exhibit A

Formal Generator Quote (Fire Station # 4)

Capital City Electrical Services

CAPITAL CITY
ELECTRICAL SERVICES LLC

May 13, 2021

City of South Fulton
5540 Fulton Industrial Blvd SW
Atlanta, GA 30336
Attn: Dana Smith
770-283-0946
dana.smith@cityofsouthfultonga.gov

Re: Fire Station #4 New generator (5890 Plummer Road SW Atlanta, GA 30336)

The following is a proposal for labor and material to complete the following scope:

Electrical Scope

- Demo 400A three-phase load center, ATS, and Generator. Dispose of properly, and recycle.
- Demo building wall to remove generator.
- Provide and install masonry to repair building wall.
- Provide and install new 400A main luge, 120/240volt delta three-phase load center.
- Provide and install wire gutter and rework conduits to fit new equipment.
- Provide and install service entrance rater 400A 120/240 three-phase ATS.
- Provide and install 85kw 120/240 three-phase generator with pad. 215-gallon diesel tank base with 24hr runtime.
- Provide 215-gallon fuel.
- Permit and inspection
- Private locate.
- Boom lift, rigging to remove old generator.
- Mini Excavator

Qualifications

- Based on normal work hours Monday through Friday
- Access to the site is the responsibility of the owner.

Exclusions

- Engineered drawings and inspections or permit fees.
- Any electrical provisions.

Total: $125,381.06

Pricing is good for 30 days. Balance upon completion.
All work shall be completed in a workman like manner and in accordance with local and national codes. All work shall carry a 1-year warranty on labor & materials, excluding lamps.
Payment is due upon receipt of invoice.

Jeanette Allison
Jeanette Allison
Account Manager

_____
Proposal Accepted by Date

CAPITAL CITY
ELECTRICAL SERVICES LLC

Item Description	Qty	Normal Price	City's Discounted Price
Building Demo	1.00	$ 520.00	$ 460.00
400Amp Surf Panel-Nema 1 120/240V 3P/4wire	1.00	$ 3,510.00	$ 3,105.00
6"x6"x6' Wireway-Nema 1	1.00	$ 358.80	$ 317.40
Rework existing Conduits to install new MDP	1.00	$ 260.00	$ 230.00
400Amp 600V 3P Double Throw Auto Transfer Switch	1.00	$ 82,264.00	$ 72,772.00
85KW Generator	1.00	Included above	Included above
Seed and Straw	1.00	$ 260.00	$ 230.00
2-12" PVC	225.00	$ 3,246.10	$ 2,871.55
2-1/2" PVC Elbow	3.00	$ 57.20	$ 50.60
2-1/2" PVC Coupling	3.00	$ 5.46	$ 4.83
2-1/2" PVC Term Adpt & Locknut	2.00	$ 31.20	$ 27.60
#4/0 THHN CU Stranded Wire	925.00	$ 16,120.00	$ 14,260.00
#4 THHN CU Stranded Wire	231.00	$ 950.69	$ 841.00
3/4" PVC	450.00	$ 1,362.92	$ 1,205.66
3/4" PVC Term Adpt & Locknut	8.00	$ 15.60	$ 13.80
#10 THHN CU Stranded Wire	1181.25	$ 1,137.45	$ 1,006.20
3/4" PVC Elbow	3.00	$ 20.80	$ 18.40
3/4" PVC Coupling	3.00	$ 2.60	$ 2.30
Cat 6 Non-Pleum (CMR) 23 Gauge 4-Pair Cable	262.00	$ 103.48	$ 91.54
Cut Floor	1.00	$ 390.00	$ 345.00
1/2" EMT	25.00	$ 54.57	$ 48.28
1/2" Set Screw Steel Cplg	3.00	$ 2.60	$ 2.30
1/2" Set Screw Steel Conn	2.00	$ 2.60	$ 2.30
1/2" 1-Hole Strap	4.00	$ 2.60	$ 2.30
Install Annunsiator Panel	1.00	$ 26.00	$ 23.00
Disposal		$ 650.00	$ 600.00
Inspection		$ 325.00	$ 300.00
Boom Lift		$ 1,300.00	$ 1,200.00
Permit		$ 325.00	$ 300.00
Mini Excavator		$ 1,300.00	$ 1,200.00
Concrete Pad		$ 4,550.00	$ 4,200.00
Fuel		$ 1,397.50	$ 1,290.00
Private Locate		$ 1,300.00	$ 1,200.00
Rigging		$ 3,250.00	$ 3,000.00
Wall Repair Masonry		$ 3,900.00	$ 3,600.00
Total Material			**$ 114,821.06**
	# of Labor Hours		
Master Electrician	88.00	$ 65.00	$ 5,720.00
Helper	88.00	$ 55.00	$ 4,840.00
Total Labor			**$ 10,560.00**

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 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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Generator at Fire Station 7 (Procurement and PW)	Cover Memo	7/21/2021

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/27/2021	
Requesting Department Public Works & Procurement	**Council District(s) Affected** D1, D3, D5

Requested Action

Authorize staff 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) for an amount not to exceed $120,624.76

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.
URA Funding; 2019-055;

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

Capital City Electrical has a Service Agreement with the City of Atlanta to produce and install commercial electrical generators as needed to provide power to facilities through the City. Said Agreement was procured by Formal Solicitation and Capital City Electrical Services, LLC submitted the winning bid. Staff seeks authorization to utilize the City of Atlanta Agreement to purchase and install a commercial generator unit at Fire Station #7 in an amount not to exceed $120,624.76 (see proposal attached as Exhibit A)

Funding Source (if applicable)
URA 01, 02 & 09: Resolution 2019-055

Financial Impact (if applicable)
Not to Exceed $120,624.76

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☑

Department Director Approval		Finance Director Approval
[signature]	7.13.2021	[signature] 7/15/21
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
[signature]		[signature]

Exhibit A

Formal Generator Quote (Fire Station # 7)

Capital City Electrical Services

CAPITAL CITY
ELECTRICAL SERVICES LLC

May 11, 2021

City of South Fulton
5540 Fulton Industrial Blvd SW
Atlanta, GA 30336
Attn: Dana Smith
770-283-0946
dana.smith@cityofsouthfultonga.gov

Re: Fire Station #7 New generator (5965 Buffington Rd Collage Park, GA 30349)

The following is a proposal for labor and material to complete the following scope:

Electrical Scope

- Demo 225A single-phase load center, ATS, and Generator. Dispose of properly, and recycle.
- Replace block and brick in vent opening.
- Provide and install new 225A main luge, 42-circuit, 120/240volt single-phase load center.
- Provide and install wire gutter and rework conduits to fit new equipment.
- Provide and install service entrance rater 400A 120/240 single-phase ATS.
- Provide and install 81kw 120/240 single-phase generator with pad. 215-gallon diesel tank base with 24hr runtime.
- Provide 215-gallon fuel.
- Permit and inspection
- Private locate.
- Boom lift, rigging to remove old generator.
- Trencher

Qualifications

- Based on normal work hours Monday through Friday
- Access to the site is the responsibility of the owner.

Exclusions

- Engineered drawings and inspections or permit fees.
- Any electrical provisions.

Total: $120,624.76

Pricing is good for 30 days. Balance upon completion.
All work shall be completed in a workman like manner and in accordance with local and national codes. All work shall carry a 1-year warranty on labor & materials, excluding lamps.
Payment is due upon receipt of invoice.

Jeanette Allison
Jeanette Allison
Account Manager

_____
Proposal Accepted by Date

CAPITAL CITY
ELECTRICAL SERVICES LLC

Item Description	Qty	Normal Price	City's Discounted Price
400 Amp 600 Volt 2 Pole Double Throw Auto Transfer Switch	1.00	$ 81,715.40	$ 72,286.70
85KW Generator w/o Fuel Tank	1.00	Included Above	Included Above
Generator Remote Annunciator Panel	1.00	Included Above	Included Above
6"x6"x6" Wireway-Nema 1	2.00	$ 717.60	$ 634.80
Rework Conduit	1.00	$ 520.00	$ 460.00
225 Amp Surf Panel-Nema 1 120/240v 1P/3wire	1.00	$ 390.00	$ 345.00
20A 1P 120/240V Bolt-On Circuit Breaker	42.00	$ 4,998.08	$ 4,421.38
Seed and Straw	1.00	$ 260.00	$ 230.00
2-1/2" EMT	125.00	$ 2,940.83	$ 2,601.51
2-1/2" Set Screw Steel Clpg	20.00	$ 239.20	$ 211.60
2-1/2" SS Steel Conn & Plast Bush	14.00	$ 808.08	$ 714.84
#3/0 THHN CU Stranded Wire	810.00	$ 11,744.04	$ 10,388.96
2-1/2" Conduit Hanger w/Bolt	15.25	$ 64.92	$ 57.43
2-1/2" EMT Elbow	8.00	$ 780.21	$ 690.18
#4/0 THHN CU Stranded Wire	75.00	$ 1,300.00	$ 1,150.00
#4 THHN CU Stranded Wire	25.00	$ 104.00	$ 92.00
#3 THHN CU Stranded Wire	190.00	$ 987.35	$ 873.43
2-1/2" PVC	70.00	$ 1,009.89	$ 893.37
2-1/2" PVC Elbow	4.00	$ 78.00	$ 69.00
2-1/2" PVC Coupling	4.00	$ 7.80	$ 6.90
2-1/2" PVC Term Adpt & Locknut	4.00	$ 62.40	$ 55.20
3/4" PVC	70.00	$ 208.00	$ 184.00
3/4" PVC Elbow	2.00	$ 13.00	$ 11.50
3/4" PVC Coupling	2.00	$ 2.60	$ 2.30
3/4" PVC Term Adpt & Locknut	4.00	$ 10.40	$ 9.20
#12 THHN CU Stranded Wire	427.17	$ 199.63	$ 176.59
Cat 6 Non-Plenum (CMR) 23 Gauge 4-Pair Cable	226.00	$ 82.21	$ 72.73
3/4" EMT	200.00	$ 773.55	$ 684.30
3/4" Set Screw Steel Cplg	21.00	$ 19.60	$ 17.34
3/4" Set Screw Steel Conn	6.00	$ 7.80	$ 6.90
3/4" 1-Hole Strap	24.00	$ 31.20	$ 27.60
Disposal		$ 1,300.00	$ 1,200.00
Inspection		$ 325.00	$ 300.00
Boom Lift		$ 1,300.00	$ 1,200.00
Trencher		$ 650.00	$ 600.00
Permit		$ 325.00	$ 300.00
Fuel		$ 1,397.50	$ 1,290.00
Concrete Pad		$ 3,900.00	$ 3,600.00
Private Locate		$ 1,300.00	$ 1,200.00
Rigging		$ 3,250.00	$ 3,000.00
Total Material			**$ 110,064.76**
	# of Labor Hours		
Master Electrician	88.00	$ 65.00	$ 5,720.00
Helper	88.00	$ 55.00	$ 4,840.00
Total Labor			**$ 10,560.00**

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:	July 27, 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	7/22/2021
Single Family residential rental restriction Ordinance	Cover Memo	7/22/2021

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 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 DEVELOPPED SINGLE FAMILY RESIDENTIAL HOMES AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Rowell)

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

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

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

WHEREAS, the City Council has determined it is necessary to ensure that newly developed single family residential homes are not converted into rental property and is compliant with the Code; and

WHEREAS, the City desires to amend its code of ordinances through this Ordinance to regulate the leasing and rental of newly developed single family residential homes.

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

Section 1. The Code of Ordinances, City of South Fulton, Georgia, Title 5, Zoning and Planning, Chapter 2, Subdivision Regulations, is hereby amended to add the following:

TITLE 5 – ZONING AND PLANNING

Chapter 2 – Subdivision Regulations

Sec. 5-2009. – Prohibited Single Family Rental

As a condition of plat approval, no developer or builder shall develop or construct a new 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

No developer or builder shall develop or construct a new 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. This shall be a condition to receive a certificate of occupancy.

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

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

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

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

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

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	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
DATE:	July 27, 2021
SUBJECT:	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
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary-MultiFamily Rental	Cover Memo	7/22/2021
Multifamily Rental Housing Ordinance	Cover Memo	7/22/2021

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]