

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - REGULAR COUNCIL MEETING
Tuesday, May 25, 2021, 4:00 PM



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

REGULAR COUNCIL MEETING AGENDA

- I. Meeting Called to Order
- II. Roll Call
- III. Invocation
- IV. Pledge of Allegiance
- V. Adoption of Council Agenda
- VI. Approval of City Council Meeting Minutes
 - 1. Request Council Approval of City Council Regular Meeting Minutes from 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)
- VII. Public Comments

Speakers will be granted a total of two (2) minutes each and public comments will not exceed thirty (30) minutes. Speakers will not be allowed to yield or donate their time to other speakers. Speakers must identify themselves and their addresses prior to speaking. Speakers may only address the Presiding Officer, shall

observe all rules of decorum. No debate, disrespect or obscenities shall be tolerated. The Presiding Officer shall rule any such individual out of order that fails to comply with the foregoing.

VIII. Public Hearing(s)

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)

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

X. Council Comments

XI. Consent Agenda Items

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**)

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 Wynecreek 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
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)
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)
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)
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)
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)
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)

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

XII. Previous Agenda Items

24. Second Reading and Request Council Approval of An Ordinance to Amend the Fiscal Year 2020 Final Budget (Finance)
25. Second Reading and Request Council Approval of An Ordinance Regulating Resident-Initiated Parking Zones **(Councilmember khalid)**
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)**
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)**

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

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)**
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)**

XIV. Executive Session

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



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Regular Meeting Minutes from April 27, 2021

DATE: May 25, 2021

SUBJECT: Request Council Approval of City Council Regular Meeting Minutes from April 27, 2021

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_RM_2021_4_27_Meeting_DRAFT	Cover Memo	5/20/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - REGULAR COUNCIL MEETING
Tuesday, April 27, 2021, 4:00 PM



REGULAR MEETING MINUTES

I. Meeting Called to Order

Minutes:

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

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

Attendee Name	Title	Status	Arrived
William "Bill" Edwards	Mayor	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Naeema Gilyard	District 4 Councilmember	Present	4:02 PM
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.

II. Invocation

Minutes:

A moment of silence was observed.

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:

Mayor Edwards requested that item 23 (180-Day Moratorium) be removed from the Agenda.

Councilmember Gilyard requested that item 24 (90-day moratorium) be removed from the Agenda and that items 14 (Agreement with CW Matthews) and 15 (Contract with JAT Consulting Services) 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): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 khalid

Minutes:

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

Regular Meeting from March 23, 2021

Work Session Meeting from April 14, 2021

Zoning Public Hearing from April 14, 2021

Special Called Meeting from April 14, 2021

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

1. Request Council Approval of City Council Regular Meeting Minutes from March 23, 2021 (City Clerk)
2. Request Council Approval of City Council Work Session Minutes from April 14, 2021 (City Clerk)
3. Request Council Approval of City Council Zoning Public Hearing Minutes from April 14, 2021 (City Clerk)
4. Request Council Approval of City Council Special Called Meeting Minutes from April 14, 2021 (City Clerk)

VI. Public Hearing(s)

5. Request Council Approval of an Alcohol License for Andy Food Center, Inc. dba Sam's Supermarket located at 3840 Stonewall Tell Road, Atlanta, GA 30349 (Police)

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 2 Gilyard, khalid

Minutes:

Public Hearing held. No comments were received.

The applicant, Zamilur Rahman, was present.

A motion was made to approve the alcohol license application.

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

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

Motion (Approve w/ Conditions): Councilmember Willis

Second: Councilmember Gumbs

[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.

The owner, Conrad Dobson, was present.

A motion was made to hold this alcohol license revocation request for 30 days to allow the owner to bring current the complete arrearage owed to the City.

The motion was approved unanimously.

VII. Rezoning, Variance and Modification Cases

7. **Z20-007:** Council to consider a rezoning at 0 Butner Rd from R3-A to CUP for the purpose of developing a residential subdivision DISTRICT 2

Motion (Approve w/ Conditions): Councilmember Gumbs

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 approve Case Z20-007, a rezoning at 0 Butner Rd from R3-A to CUP for the purpose of developing a residential subdivision with conditions spread upon the minutes to include 5 ft. front yard staggered setbacks, an 8 ft fence, and the executed agreement between Legend Oaks Subdivision residents and the builder. The traffic engineer requested that traffic calming mechanisms be considered for installation inside of the community. Councilmember Gumbs asked that this condition be spread across the minutes.

The motion was approved 5-0-2. Councilmember Baker abstained and Councilmember Gilyard did not vote.

8. **CV20-002:** Council to consider a concurrent variance to case Z20-007 at 0 Butner Rd for the purpose of constructing a retaining wall in a buffer area DISTRICT 2

Motion (Approve): Councilmember Gumbs

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 1 Baker

Not Voting: 1 Gilyard

Minutes:

A motion was made to approve CV20-002, a concurrent variance to case Z20-007 at 0 Butner Rd for the purpose of constructing a retaining wall in a buffer area.

The motion was approved 5-0-2. Councilmember Baker abstained and Councilmember Gilyard did not vote.

9. **M21-004:** Council to consider a modification at 0 Campbellton Rd to allow for the construction of an apartment complex with commercial outparcels
DISTRICT 1

Motion (Approve w/ Conditions): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to approve M21-004, a modification at 0 Campbellton Rd to allow for the construction of an apartment complex with commercial outparcels with the following conditions spread upon the minutes: 1) there shall be no more than 4 commercial buildings fronting Campbellton Road and 2) there shall be no fast food drive-thru restaurants on the site and Campbellton Road.

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

10. **CV21-002:** Council to consider a concurrent variance to case M21-004 to reduce parking requirements from 1.96 spaces per unit to 1.62 spaces per unit
DISTRICT 1

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to approve CV21-002, a concurrent variance to case M21-004 to reduce parking requirements from 1.96 spaces per unit to 1.62 spaces per unit.

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

VIII. Public Comments

Minutes:

There were 10 speakers who submitted public comments as follows:

- 1. Marcus Coleman, Districts 3 and 7: 4 Year Anniversary**
- 2. Gloria Willaims, District 2: Rezoning Cases**
- 3. Susan Myers, District 2: Briar Creek Rezoning**
- 4. Joseph Santoro, Council for Quality Growth: Moratorium**
- 5. Jacqueline Brown, District 3: School Zone Issue**
- 6. Michael Venable, District 6: Concerns about New Zoning Public Hearing Process**
- 7. Juliette Rankins, District 4: Congratulations to Councilmember khalid for completing demolishing of blighted properties**
- 8. Mrs. Jewel Johnson, District 1: Request accounting of TSPLOST spending and seeks resolution regarding services to Loch Lomond**
- 9. Charles Mitchell, District 4: Opposed to Z20-007 and CV20-002 Rezoning Cases**
- 10. Angela James, District 2: Opposed to M21-004 and CV21-002 Rezoning Cases**

Mayor Edwards requested that the City Manager through the Public Works Department conduct a study of the Butner Road Corridor. Additionally, Mayor Edwards requested that the City Manager provide a response to citizens who ask questions or express concerns during Public Comment.

Councilmember Gilyard requested that staff include a transportation study of Rivertown Road and Cedar Grove Road as well.

Councilmember Willis suggested that the public comment portion is moved up before the zoning cases for future Regular Meetings.

IX. Council Comments

Minutes:

Mayor:

Congratulations to the Langston Hughes High School Debate team on their State Debate Championship for 2 second straight year. Madison Webb was awarded the Varsity State Champion.

District 1:

Councilmember Rowell thanked the residents for a successful Earth Day. Over 600 books were collected.

The Community Clean-up Day has been rescheduled for May1, 2021 from 10 AM-12PM at the Cascade Driving Range.

On June 5, 2021, a Trail Build Day will be held in partnership with the Southwest Trust for Parks and Land.

Encouraged citizens to take advantage of vaccine distribution in partnership with CORE at Zion Hill

District 2:

The District Two Quarterly Meeting will be held on May 27, 2021 at 6:30 PM and a survey will be distributed in early May.

Expressed a shoutout to the Westlake Lady Lions Basketball team and requests residents to support the Parade.

Expressed a shoutout to the Valedictorian and Salutatorian for Westlake High School.

End of the year testing is underway throughout Fulton County schools. Urges that students obtain rest and study.

Happy Birthday to the City of South Fulton.

District 3:

Councilmember Willis thanked the residents and employees for their prayers during her mother's recent illness.

The Feeding Our City Food Distribution Program at Burdett Park was a success. The next event will be held at Sandtown Park on May 7, 2021.

Congratulations to the Westlake Lady Lions Basketball team on their National Championship. Expressed appreciation to Lashandra Little for her work in organizing the parade.

Request citizens to speak up and comment regarding zoning cases in the future.

On May 15, 2021, District 3 will host a Job Youth Fair in partnership with Commissioner Marvin Arrington at Welcome All Park.

On May 11 – 13, 2021, residents can obtain vaccinations at Solid Rock Pentecostal Church.

Citizens can go to SouthFultonD3.com for more information.

District 4:

Announced that a citizen has over 700 girl scouts cookies available for distribution. Will coordinate with Councilmember Willis to determine if they can be distributed at the next Feed the City event.

Has received citizen comments and concerns including maintenance of detention ponds, traffic congestion, lack of lights, trash, controversial zoning cases and opposition to additional warehouses.

District 5:

Happy Birthday to the City of South Fulton.

The Georgia Environmental Justice Awareness and Education Forum was a success.

Congratulations to the Burdett Park 10U basketball team on their State Championship.

District 6:

Congratulations to Nadia Jackson on her achievement as the Valedictorian for Tri-Cities High School.

The City Council looks forward to returning to in-person meetings in July 2021.

Urged citizens to visit the City's website to see the list of public meetings regarding the Comprehensive Plan. The fits meeting is scheduled for May 4, 2021.

Citizens may sign up for his newsletter by texting [Fulton3377](tel:7703377) or visited khalidcares.com.

District 7:

Congratulated Feeding Families of Georgia for their participation in the Community Unity Series. Over 20 pounds of food was distributed. The next event is scheduled for May 21, 2021 where the featured guest will be Riza Islam.

Citizens may sign up for his newsletter by e-mailing mark.baker@cityofsouthfultonga.gov

X. Consent Agenda Items

Motion (Approve): Councilmember Rowell

Second: Councilmember khalid

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 khalid

Minutes:

A motion was made to approve the Consent Agenda - items 11-13, 16-18.

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

11. Mayor/Council Proclamations for Spreading on the Minutes:
 - American Descendants of Slavery (ADOS) (**Councilmember Gilyard**)
 - Burdett Park 10U Major City of South Fulton Champions (**Councilmember Reeves**)
 - Fredericka Jones (**Councilmember Rowell**)
 - Jill Lindsey (**Councilmember Baker**)
 - Shanequa Gay (**Mayor Edwards**)
 - Sonya Halpern (**Councilmember Baker**)
 - Umar Johnson (**Councilmember Baker**)
 - Westlake Lady Lions (**Mayor and Full Council**)
 - Yusef Salaam (**Councilmember Baker**)
12. Request Council Approval to award the contract and execute an Agreement with Comanche Construction of Georgia, LLC to provide repairs to Demooney Road over Deep Creek for Abutment Wall Repairs in an amount not to exceed \$317,400 (Public Works)
13. Request Council Approval to award the contract and execute an Agreement with The M Mitchell Group, LLC to provide repairs to Stacks Rd over CSX Railroad for Abutment Wall Repairs and Road Drainage Improvements in an amount not to exceed \$277,194.23 (Public Works)
14. Request Council Approval to award the contract and execute an Agreement with C. W. Matthews Contracting Co., Inc. to perform TSPLOST Road Resurfacing throughout the City in an amount not to exceed \$15,827,366 (Public Works)

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 1 khalid

Abstain: 0
Not Voting: 1 Gilyard

Minutes:

Item pulled from Consent Agenda to Regular Agenda. Item heard later in the meeting.

A motion was made to approve the award of a contract and execution of an Agreement with C. W. Matthews Contracting Co., Inc. to perform TSPLOST Road Resurfacing throughout the City in an amount not to exceed \$15,827,366.

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

Councilmember khalid requested that staff provide the estimated completion dates or timeline with any project list submitted.

15. Request Council Approval to execute Service Authorization #2 for JAT Consulting Services, Inc. to provide guidance and assistance during the FY22 budget process in an amount not to exceed \$25,000 (City Manager)

Motion (Approve): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Item pulled from Consent Agenda to Regular Agenda. Item heard later in the meeting.

A motion was made to approve the execution of Service Authorization #2 for JAT Consulting Services, Inc. to provide guidance and assistance during the FY22 budget process in an amount not to exceed \$25,000.

The motion was approved unanimously.

16. Request Council Approval to accept the Old National LCI Grant from ARC and commit to the required match of \$30,000 (CDRA)
17. Request Council Approval of a Resolution Authorizing An Agreement with LaDawn Jones to Serve As the City's Interim Court Administrator of the Municipal Court of the City of South Fulton
18. Request Council Approval of a Resolution Authorizing An Agreement with Christina Sears to Serve As the City's Interim Solicitor for the Municipal Court of the City of South Fulton

XI. Previous Agenda Items

19. Second Reading and Request Council Approval of Amended Parking Ordinance (**Mayor Edwards and Mayor Pro Tem Willis**)

Motion (Approve): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 khalid

Minutes:

A motion was made to approve the Second Reading of Amended Parking Ordinance.

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

20. Second Reading and Request Council Approval of Proposed Changes to the False Alarm Ordinance (Police)

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Withdrawn]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Second Reading of Proposed Changes to the False Alarm Ordinance.

The motion was withdrawn.

Motion (Table): Councilmember Willis

Second: Councilmember Gumbs

[Motion Tabled]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to table the Proposed Changes to the False Alarm Ordinance.

The motion was approved unanimously.

21. Second Reading and Request Council Approval of Amendments to Title 2 – Taxation of the City’s Ordinance regarding the Procedures for Denial, Suspension or Revocation of Occupation Tax Certificate. **(Mayor Pro Tem Willis)**

Motion (Approve): Councilmember Willis

Second:

[Motion Failed for Lack of Second]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Second Reading of Amendments to Title 2 – Taxation of the City’s Ordinance regarding the Procedures for Denial, Suspension or Revocation of Occupation Tax Certificate.

The motion did not receive a second.

Motion (Reconsider): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 2 Baker, khalid

Not Voting: 0

Minutes:

Item re-heard later in the meeting.

A motion was made to reconsider Item 21 - the Second Reading of Amendments to Title 2 – Taxation of the City’s Ordinance regarding the Procedures for Denial, Suspension or Revocation of Occupation Tax Certificate.

The motion was approved 5-0-2. Councilmembers Baker and khalid abstained.

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

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

Minutes:

Item re-heard later in the meeting.

A motion was made to approve (reconsidered) Item 21- the Second Reading of Amendments to Title 2 – Taxation of the City’s Ordinance regarding the Procedures for Denial, Suspension or Revocation of Occupation Tax Certificate.

The motion was approved 5-0-2. Councilmembers Baker and khalid abstained.

Mayor Edwards requested that the City Attorney draft a parliamentary opinion addressing the legality of the reconsideration motion and subsequent vote.

XII. Agenda Items

22. Request Council Approval of A Resolution Denouncing Domestic Terrorism (Councilmember Baker)

Motion (Approve): 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 approve a Resolution Denouncing Domestic Terrorism.

The motion was approved unanimously.

23. 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)

Minutes:

This item was removed from the agenda.

24. Request Council Approval of a Resolution Establishing a Ninety (90) Day and/or Three (3) Month Zoning and Development Moratorium Pertaining to District 4 Overlays of Cedar Grove, Cedar Grove Agricultural and Applicable Portions South Fulton Parkway (**Councilmember Gilyard**)

Minutes:

This item was removed from the agenda.

25. Request Council Approval of A Resolution Establishing An Enterprise Fund for High School Graduations, Ceremonies (**Mayor Pro Tem Willis**)

Motion (Approve): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 1 Gilyard

Not Voting: 0

Minutes:

A motion was made to approve a Resolution Establishing An Enterprise Fund for High School Graduations, Ceremonies.

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

26. First Read of An Ordinance Regulating Resident-Initiated Parking Zones (**Councilmember khalid**)

Minutes:

First Read

27. First Reading of Ordinance to Amend the Fiscal Year 2020 Final Budget (Finance)

Minutes:

First Read

Councilmember Gilyard requested that staff explain the \$1.6 million deficit in the Finance Department for FY2020 Final Budget.

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 5:56 PM to recess for an Executive Session for Litigation, Personnel and Real Estate to begin at 6:05 PM.

The motion was approved unanimously.

Motion (Reconvene): Councilmember Baker

Second: Councilmember Rowell

[Motion Approved]

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

Minutes:

A motion was made to reconvene from Executive Session at 6:55 PM.

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

XIV. Adjournment of Meeting

Motion (Adjourn): Councilmember Baker

Second: Councilmember Gilyard

[Motion Approved]

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

Minutes:

A motion was made to adjourn the Regular Meeting at 6:56 PM.

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

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Work Session Minutes from May 11, 2021

DATE: May 25, 2021

SUBJECT: Request Council Approval of City Council Work Session Minutes from May 11, 2021

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_WS_2021_5_11_Meeting_DRAFT	Cover Memo	5/20/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - WORK SESSION
Tuesday, May 11, 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	4:02
khalid kamau	District 6 Councilmember	Present	4:02
Mark Baker	District 7 Councilmember	Present	4:02

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

III. Presentations

1. Presentation: "Heroes Leaning Forward" Program - Mr. Michael Ross, and Mr. Corey Thomas of Veterans Molding Minds

Minutes:

Corey Thomas and Michael Ross of Veterans Molding Minds presented a plan to address a proactive workforce program for military veterans called, Heroes Leaning Forward.

The presentation was followed by a question and discussion period.

2. Presentation: Financial Statement Concepts

Minutes:

Interim Finance Director, Nina Robinson presented a report on Financial Statement Concepts. The April 30, 2021 Financial Report will be presented at a later time.

The presentation was followed by a question and discussion period.

IV. Monthly Reports

3. City Attorney Monthly Report

Minutes:

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

4. City Manager Monthly Report

Minutes:

Report presented by City Manager, Tammi Saddler Jones.

The presentation was followed by a question and discussion period.

Councilmember Gilyard requested a list of the American Rescue Plan Act funding cuts to other cities.

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 Willis

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 2 Gilyard, khalid

Minutes:

A motion was made to recess for an Executive Session for Litigation and Personnel at 5:04 PM.

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

Motion (Reconvene): Councilmember Rowell

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to reconvene from Executive Session at 5:31 PM.

The motion was approved unanimously.

VI. Adjournment of Meeting

Motion (Adjourn): Councilmember Gumbs

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the Work Session at 5:32 PM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Zoning Public Hearing Minutes from May 11, 2021

DATE: May 25, 2021

SUBJECT: Request Council Approval of City Council Zoning Public Hearing Minutes from May 11, 2021

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_ZPH_2021_5_11_Meeting_DRAFT	Cover Memo	5/20/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - ZONING PUBLIC HEARINGS
Tuesday, May 11, 2021, 6:00 PM



SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

Minutes:

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

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

2. Roll Call

Minutes:

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

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

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

1. **AN21-001:** Council to consider an annexation of 0 Waycrest Drive and 0 Riverside Drive (HELD on March 9, 2021) **DISTRICT 1**

Minutes:

Public Hearing held. No comments received.

Applicant: Edrick Harris, Prestwick Development Company

Councilmember Rowell questioned the necessity of this case due to the recent addition of the area to the City of South Fulton as a result of the legislative annexation. Staff advised that the legal department suggested that the City proceed forward with hearing this request.

-
2. **Z21-001:** Council to consider a rezoning from Fulton County MIX to South Fulton MIX for the purpose of completing AN21-001 annexation request (HELD on March 9, 2021) **DISTRICT 1**

Minutes:

Public Hearing held. No comments received.

Applicant: Edrick Harris, Prestwick Development Company

3. **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. (HELD on April 14, 2021) **DISTRICT 2**

Minutes:

Public Hearing held. One comment received.

Applicant: Michele Battle

Michael Schaepppe, District 4: Opposed to application

The applicant provided an alternative presentation and proposed conditions.

Councilmember Gumbs advised that the applicant and the Clifondale Community Club will be meeting prior to the next Council Meeting.

Mayor Edwards requested that the applicant look at traffic calming solutions for the subdivision and mandate a tree in the front yard consistent with the arborist's recommendation.

4. **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. (HELD on April 14, 2021) **DISTRICT 2**

Minutes:

Public Hearing held. No comments received.

Applicant: Michele Battle

The applicant provided an alternative presentation and proposed conditions.

5. **CV20-001:** Council to consider a concurrent variance on the senior age requirement from 62 to 55. Companion legislation with Z20-009. (HELD on April 14, 2021) **DISTRICT 2**

Minutes:

Public Hearing held. One comment received.

Applicant: Michele Battle

Michael Veneable, District 6: Opposed to application

The applicant provided an alternative presentation and proposed conditions.

6. **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 (HELD on April 14, 2021) **DISTRICT 1**

Minutes:

Public Hearing held. No comments received.

Applicant: Cassius Coleman

Councilmember Rowell requested that staff consider adding a condition to restrict the development to senior housing. A request was also made to receive additional feedback from the community regarding the final elevations and proposed amenities.

Councilmember khalid questioned whether the electric vehicle parking space requirements would be included. Staff and the applicant advised yes.

7. **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 (HELD on April 14, 2021) **DISTRICT 1**

Minutes:

Public Hearing held. No comments received.

Applicant: Cassius Coleman

Mayor Edwards expressed concern regarding the proposed flat roof. The applicant agreed to address the concern and consider a pitched roof.

8. **Z21-002:** Council to consider a rezoning at 0 Campbell Drive for the purpose of building a warehouse **DISTRICT 3**

Minutes:

No Public Hearing held. One comment was received but was not heard.

Applicant: Lauren Clayton

Staff advised that the applicant has requested a deferral for this case to the July 14, 2021 Zoning Public Hearing.

Councilmember Willis requested that staff clarify that the majority of this project is being built in the City of East Point and will likely move forward regardless of the outcome of this request.

Councilmember Willis expressed appreciation to East Point officials and the developer for working with her on this project. Councilmember Willis also expressed concerns to the City Manager regarding follow-up action regarding this case.

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

Minutes:

No Executive Session was conducted.

5. Adjournment of Meeting

Motion (Adjourn): Councilmember Rowell

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 adjourn the Zoning Public Hearings at 7:08 PM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

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

DATE: May 25, 2021

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MINUTES_ Council Retreat_2021_5_1_Meeting	Cover Memo	5/20/2021

CITY OF SOUTH FULTON, GEORGIA
City Council Retreat – Lanier Islands Legacy Lodge
7000 Lanier Islands Parkway, Buford, GA 30518
April 30 – May 1, 2021



Attendees: William "Bill" Edwards, Mayor
Catherine F. Rowell, District 1 Councilmember
Carmalitha Gumbs, District 2 Councilmember
Helen Z. Willis, District 3 Mayor Pro Tem
Naeema Gilyard, District 4 Councilmember (Present via Zoom)
Corey A. Reeves, District 5 Councilmember
khalid kamau, District 6 Councilmember
Mark Baker, District 7 Councilmember (Present via Zoom)

Staff: Tammi Saddler Jones, City Manager
Vincent Hyman, City Attorney
Corey Adams, Sr., City Clerk
Don Toms, Assistant City Manager

Consultants: Malik Watkins, Carl Vinson Institute of Government
Rachel Bembry, JAT Consulting Services, Inc.
Emily Poole, Georgia Department of Economic Development
Jared Lombard, Atlanta Regional Commission
Lee Walton, Wood Environment & Infrastructure Solutions
Bill Stark, InnerComm Group

Citizen Attendees: Jose Garcia, District 4 (Attended April 30, 2021 at 3:47 PM)

Provided is a high-level summary of the discussion and action items from the Council Retreat. The Retreat began on Friday, April 30, 2021 at 8:23 AM and was facilitated by Dr. Malik Watkins with the Carl Vinson Institute of Government. The Retreat concluded on Saturday, May 1, 2021 at 3:30 PM. There were no votes or official actions taken during the two days of the Retreat. Presentations presented during the Retreat are available in the City Clerk's Office.

Friday, April 30, 2021

Councilmembers Present: Mayor Edwards, Councilmembers Rowell, Gumbs, Willis, Reeves, khalid. Councilmembers Baker and Gilyard were present via Zoom.

FY 2021 and FY 2022 Proposed Budget Highlights: Ms. Bembry reviewed the FY 2021 and FY 2022 Proposed Budget Highlights. Ms. Bembry outlined the FY22 Budget Process and current revenue and personnel projections. Preliminary revenue projections are \$72.8 million. The preliminary personnel projections are \$51.7 million (\$52.8 million if a 3% increase is applied to all

CITY OF SOUTH FULTON, GEORGIA
City Council Retreat – Lanier Islands Legacy Lodge
7000 Lanier Islands Parkway, Buford, GA 30518
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employees.) Lastly, Ms. Bembry discussed implementation of a new software program (Enterprise Resource Planning-ERP) to improve efficiency, growth, internal controls, and payroll.

Mayor Edwards- Expressed concern regarding the length of the hiring process and suggested that there must be a balance between increasing technology and the number of employees the City has. Requested that staff provide an estimated timeline for implementation of a 911 Program.

Mayor Pro Tem Willis- Expressed concern about placing all funds in one financial institution and suggested that staff consider placing some funds in African American banks. Expressed concern about reporting (confiscated funds) and lack of financial controls. Seeks clear and complete information regarding the amount of confiscated funds.

Councilmember Rowell- Urges the City move towards innovation. Encourages financial institutions that do business with the City to explore opportunities to expand within the City. Seeks clear and complete financial information regarding the Public Art Fund, 911 Fund implementation strategy, and Courts.

Councilmember Gilyard- Suggest that capital budget planning (and all FY22 Budget planning) be tied to our Strategic Plan. Expressed need for a strategy to address funding of the City's needs.

Councilmember Gumbs- Questioned staff regarding transparency and the process to obtain information from staff.

FY 2022 Budget Revenue Recommendations: Mr. Toms outlined the FY22 Budget revenue recommendations and personnel projections as outlined in his PowerPoint presentation. Mr. Toms outlined several revenue sources and recommendations for increased revenue. They are:

1. Property Taxes-Current Year
2. Local Option Sales and Use Taxes
3. Insurance Premium Taxes
4. Intergovernmental Revenues
5. Franchise Taxes
6. Licenses and Permits
7. Special Police Services
8. Business Taxes
9. Recreation Program Fees
10. Real Estate Transfer Tax (Intangible)
11. Development Impact Fees
12. Storm water Assessment
13. Fire Fee Assessment
14. Street Light Assessment

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15. SPLOST

16. Solid waste

Mayor Pro Tem Willis requested that Mr. Toms stress that the City does not have a \$10 million dollar deficit. Mr. Toms and Ms. Bembry concurred that there is not a deficit. Suggested that it is time to have a URA Meeting for the Council.

Councilmember Rowell requested to see the number of employees utilized in the Jacobs' contract with the City. Suggests that the City look at partnerships and programming to offset costs and potentially realize revenue (i.e., True Colors). Requested that staff verify money that has been spent by the URA Fund and audit the funds.

City Manager Jones inquired whether the City has an investment policy.

Proposed Fulton Industrial Boulevard (FIB) Annexation Service Delivery: Mr. Toms reported that City departments have been meeting to prepare for the addition of the Fulton Industrial Boulevard area to the City of South Fulton. There are approximately 900 businesses along FIB. The City will be researching how much additional revenue may be available as a result of franchise fees and business licenses. Mr. Toms reported that funding is the greatest challenge. The Police Department will need additional officers. Mr. Toms advised that there will be a revenue gap from the time FIB comes into the City until the first of the year when business license money will be available for the City. City will explore options with Fulton County as well as review freeport requirements and percentages. Mr. Toms advised that the City is working on a "Welcome to the City of South Fulton" messaging with a document with the elected officials, staff, and important contacts. Mr. Toms advised that the staff will set up meetings specifically pertaining to FIB for the Council to receive additional information.

Mayor Edwards – The City need to work closely with Fulton Industrial Community Improvement District (CID) and coordinate regarding projects they are working on. Specifically, what is the City's responsibility for capital projects. Major concern is establishing a Haz Mat unit with equipment on FIB. Requested that staff review agreements with neighboring jurisdictions. May have to look at actual aid, as opposed to mutual aid agreements.

Mayor Pro Tem Willis recommended that the City Manager set up a reception and welcome the FIB businesses to the City by hosting a reception and welcome video. All Councilmembers need to be involved. Request a tour of FIB for the Council as soon as possible. Would like the CID to make a presentation to the Council similar to what other CIDs have done.

Councilmember Rowell suggested that we provide literature and messaging similar to what we did with the Loch Lomond community. Develop a page on the City's website with information for new businesses from FIB.

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City Council Retreat – Lanier Islands Legacy Lodge
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Zoning Ordinance: Mr. Walton advised he has a presentation which he hopes addresses many of the concerns previously expressed by the Council. Mr. Walton recommended that each Councilmember purchase the reference book, “Zoning and Land Use Laws”, by G. Douglas Dillard. Mr. Walton advises that to address concerns regarding like uses, the Council may consider modifying the criteria for special use permits. (Slide 24). Additionally, a clear policy statement from the City regarding like uses would provide defensible justification regarding use permits.

Councilmembers requested to express their concerns on the front end to allow Mr. Walton to have a record of their issues.

Mayor Pro Tem Willis – Like-uses (beauty salons) with distance requirements; subdivision standards and building standards; time allotted to consider zoning cases (need additional time on the front end)

Councilmember Khalid – In the new Zoning Ordinance, controversial items were addressed by administrative variances. The issue is the Council still must hear the request. Previously the Council was told they are legally prohibited from saying “no” to certain use permits. Distance requirements need to be addressed. Advised he will send a list of issues to determine where the concerns reside: Zoning Ordinance, Subdivision Regulations, or the Comprehensive Plan. Request notice for development. Currently, if the development has its zoning in place, no notice is provided. Is there a way to eliminate use permits for like uses? Request that the Planning Commission also receive training and is involved with the revisions to the Zoning Ordinance discussion.

Councilmember Rowell – Expressed concern regarding distance requirements and requested clarity regarding categories.

Councilmember Gilyard – The overlay districts are a major concern in the Zoning Ordinance. It appears they are all similar instead of being unique to the certain areas. Expressed concern regarding Chapters 3 and 4. Concerned about density, lot and building guidelines and concerned about convenience stores having slot machines.

Comprehensive Plan Process: Mr. Lombard outlined the goals and process for citizen input pertaining to the Comprehensive Plan Update as outlined in his PowerPoint presentation. Mr. Lombard also explained the Impact Fee Program and the requirements to establish the program. Impact Fees can only be used for capital projects. (Slide 66)

CITY OF SOUTH FULTON, GEORGIA
City Council Retreat – Lanier Islands Legacy Lodge
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Mayor Pro Tem Willis – Suggested that the Welcome All area be included in an overlay district. Suggest that the City develop and send a City-wide mailer to residents to engage them regarding the Comprehensive Plan process. Supports an Impact Fee program.

Councilmember Rowell – Suggest that the City develop an interactive map for citizens to provide input. Supports a “food hall” if placed in the right area. The Comprehensive Plan should direct developers to the nodes as established by the City. The City should package up our strong data points and tell a positive story about why developers and people should come to South Fulton.

Councilmember Khalid – Comprehensive Plan needs a “character area” for young professionals. Additionally, the Plan must acknowledge and address that the City is a Black City. The Plan cannot be race neutral.

Councilmember Gilyard – The Comprehensive Plan should be data-driven as opposed to the current narrative. Environmental Justice also needs to be addressed and enhanced within the Plan.

Mayor Edwards – The Plan must be inclusive and demonstrate that all are welcome to the City.

Proposed TSPLOST Renewal: Mrs. Jones reviewed the schedule for public input and the draft Project List for the Proposed Draft TSPLOST II Renewal as outlined in her PowerPoint presentation. If approved, TSPLOST II will bring in an estimated \$90 million in revenue. The current list contains \$113 million in projects for the City. Staff will present the proposed list to Council in May 2021 and a special called meeting may have to be convened to formally vote on the list in June 2021.

Councilmember Reeves – Expressed concern regarding the planned roundabout in his community. Requests that staff look at other measures, if feasible.

Mayor Pro Tem Willis – Request that the Public Works Department perform an assessment of critical needs.

Economic Development/Non-Disclosure Agreements: Ms. Poole explained economic development in Georgia and the process to negotiate and complete development deals as outlined in her PowerPoint presentation. Ms. Poole led the Council through a question-and-answer period. A suggestion was made to add space on the City’s website listing all businesses in the City, as well as communities.

Team Building Exercise: Mr. Stark led the Council through a few team building exercises. Provided below are his notes from the exercise.

Provided is a list of the outcomes and learnings that were discussed.

CITY OF SOUTH FULTON, GEORGIA
City Council Retreat – Lanier Islands Legacy Lodge
7000 Lanier Islands Parkway, Buford, GA 30518
April 30 – May 1, 2021



As part of the experience, each Council person should commit to living-out one of these ideas more fully with the team.

For each Councilperson I'd ask: Which number is your big takeaway to do more of yourself?

1. The foundation of great teamwork is trust and communication
2. Build trust with each other by spending time together
3. How you start your instructions or message sets the entire tone (drawing)
4. Listen to understand ("tell more about what you're saying") (drawing)
5. If we go too fast, we will likely get parts of it right and parts of it wrong - slow down (drawing)
6. Leverage each person's role and expertise to get maximum results; value each person's role, not just yours - Council is a team sport (newspaper)
7. Take more time upfront to discuss and plan out things; seek more creative solutions maybe during your work-sessions (newspaper)
8. The time you take up front creates a foundation for success and quality (newspaper)
9. There are multiple ways to build a house with similar results; we have to respect each others' way (newspaper)
10. Your non-verbal communication can help get your point across or it can damage relationships (pouty, folded arms, etc.) (birthday line-up)
11. Other: _____

Mr. Stark hopes the team had some fun, got to build a bit more trust by spending time together and that they learned something or were reminded of something meaningful that will make them all better team members.

CITY OF SOUTH FULTON, GEORGIA
City Council Retreat – Lanier Islands Legacy Lodge
7000 Lanier Islands Parkway, Buford, GA 30518
April 30 – May 1, 2021



Saturday, May 1, 2021

Councilmembers Present: Mayor Edwards, Councilmembers Rowell, Gumbs, Willis, Reeves.
Councilmembers Baker, Khalid and Gilyard were present via Zoom.

Proposed Solid Waste Ordinance: Mr. Toms outlined the draft Citywide Solid Waste Collection Program as outlined in his PowerPoint presentation. The presentation included residential benefits, the proposed revenue model and equipment needs.

Councilmember Gilyard – Expressed major concerns regarding service and rising costs with one proposed vendor. Also questioned how the Enterprise Fund will be funded and will the General Fund have to be cut in some areas to fund the Solid Waste Program.

Mayor Pro Tem Willis – Advised that she and Councilmember Reeves have been working on the single vendor Solid Waste model with Mr. Toms. All aspects and concerns have been addressed.

Councilmember Rowell – Recommended that staff review dumpster examples in Strongsville, Ohio. Additionally, questioned how will Merk-Miles transfer station works with the proposed Program? Merk-Miles needs to consider longer hours for customer convenience. Advised that there is a current State recycling grant which the City may be eligible for.

Councilmember Khalid – Questioned whether the City's 311 system can handle the volume of calls expected with this new Program.

American Rescue Plan Act: Mrs. Jones reviewed the estimated funding allocation for the City (\$31 million) and timeline for receipt and expenditure of funds as outlined in her PowerPoint presentation.

Councilmember Reeves- Suggest funding for local farmers and to establish a tool bank.

Mayor Pro Tem Willis – City needs to develop a comprehensive policy regarding food insecurity. Suggest funding be allocated to re-surface and re-furbish City parks athletic fields.

Councilmember Gumbs – Questioned whether American Rescue Plan Act funding can be used for reimbursement purposes for Councilmembers who utilized their district funds during the pandemic.

Mayor Edwards – Requested that staff document and account for all funds received and distributed including the CARES Act funding.

Councilmember Rowell – Focus on improving information technology deficiencies and digitize records.

Councilmember Gilyard - Resources should be made available for small businesses and rental/mortgage assistance. Additional areas needing funding are broadband cable and stormwater.

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Councilmember khalid – Questioned whether American Rescue Plan Act funding can be used for ERP software.

City Attorney's Office: Attorney Hyman discussed the vision for the City Attorney's Office and his philosophy regarding the practice of law. Attorney Hyman reviewed certain sections of the City Charter and led the Council through a question-and-answer period.

Council Relations: Dr. Watkins led the Mayor and Council in a discussion regarding how the Council interacts with each other and makes decisions as a group.

DRAFT

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of Alcohol License for General Wholesale Company

DATE: May 25, 2021

SUBJECT: Request Council Approval of Alcohol License for General Wholesale Company

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Decision Memo, Routing, Agenda Summary-Alcohol License-General Wholesale Co._Redacted	Cover Memo	5/20/2021

GOVERNMENT OF THE CITY OF SOUTH FULTON
Office of the City Manager



REVIEW AND APPROVAL ROUTING SHEET

This routing sheet has been developed to ensure that all appropriate Senior Management Team members have thoroughly reviewed, approved, and signed off on all official documents in their respective service areas prior to the City Manager's receipt for final approval and signature, as needed. Items should be routed in the following order: 1.) Originating Division and other applicable Divisions; 2.) Finance Director; 3.) Assistant City Manager; and 4.) City Manager.

Parties Consulted:

Initials

Date

☐ City Attorney/General Counsel

Legal issues have been addressed

☐ **Assistant City Manager**

Complies with operational processes and guidelines.

☐ **Finance Director**

Funds are available and complies with fiscal guidelines.

☐ Information Technology Director

When Information Technology issues are involved

☐ Program & Performance Manager

Complies with Division/programmatic processes

☐ Communications Director

Complies with Division/programmatic processes

☐ Parks & Recreation Director

Complies with Division/programmatic processes

☐ Destination South Fulton Director

Complies with Division/programmatic processes

☐ DCDRA Director

Complies with Division/programmatic processes

☐ Human Resources Director

Complies with HR policies and procedures: positions are budgeted

☐ Public Safety

Complies with Division/programmatic processes. Specify Fire or Police

☐ Public Works Director

Complies with Division/programmatic processes

☐ **Other (Clerk's Office, Municipal Court, etc.)**

Complies with Division/programmatic processes. Specify Area

☐ **Other (Clerk's Office, Municipal Court, etc.)**

Complies with Division/programmatic processes. Specify Area

City Manager's Decision: Approved ☐ Disapproved ☐

In this section, the City Manager will sign to indicate approval of the recommended option or will provide comments to indicate pursuit of an alternate course of action.

City Manager's Comments:

City Manager's Signature

Date

City of South Fulton Agenda Item Summary



City Council Meeting Date 5/25/2021		
Requesting Department	Council District(s) Affected	
Police Department	District 1	
Requested Action		
Public Hearing and approval of contingent alcohol beverage license for General Wholesale Company. However, the final issuance of the applicant's alcohol license is subject to or contingent on the applicant acquiring a COSF business license and meeting all additional requirements, inspections, and paying requisite fees as outlined in the Alcohol Ordinance.		
Requirements for Council Action (City specific Council policy, statute or code requirement)		
The City Council shall hear and grant alcohol license per Title 16-2020d. Staff recommendation is approval of contingent alcohol license. However, the final issuance of the applicant's alcohol license is subject to or contingent on the applicant acquiring a COSF business license and meeting all additional requirements, inspections, and paying requisite fees as outlined in the Alcohol Ordinance.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)		
The applicant for General Wholesale Company, Dba General Wholesale Company has applied for a contingent alcohol license for the wholesale sales of malt beverages, wine, and distilled spirits 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.		
The applicant is seeking to relocate their corporate office to the City of South Fulton. The physical location has not yet been constructed.		
The application has been reviewed by the South Fulton Police Department and the applicant meets the minimum requirement per the alcohol ordinance to be recommended for approval. However, the final issuance of the applicant's alcohol license is subject to or contingent on the applicant acquiring a COSF business license and meeting all additional requirements, inspections, and paying requisite fees as outlined in the Alcohol Ordinance.		
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
_____	_____	_____
_____	_____	_____

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

DECISION MEMO

TO: Tammi Saddler Jones
City Manager

THROUGH: Don Toms
Assistant City Manager

FROM: Keith Meadows
Chief of Police

DATE: May 18, 2021

SUBJECT: Request by General Wholesale Company, Db a General Wholesale Company for a contingent Alcohol License at Lot Nos: 14F-0058-LL-026-2; 14F-0058-0001-015-3; 14F-0059-LL-017-0; and 14F-0059-LL-018-8 on Bakers Ferry Road, South Fulton, GA 30336.

Background:

The applicant for General Wholesale Company, dba, General Wholesale Company has applied for a contingent alcohol license for the wholesale sales of malt beverages, wine, and distilled spirits 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.

The applicant is seeking to relocate their corporate office to the City of South Fulton. The physical location has not yet been constructed.

The application has been reviewed by the South Fulton Police Department and the applicant meets the minimum requirement per the alcohol ordinance to be recommended for approval. However, the final issuance of the applicant's alcohol license is subject to or contingent on the applicant acquiring a COSF business license and meeting all additional requirements, inspections, and paying requisite fees as outlined in the Alcohol Ordinance.

Decision Needed:

- Approval to get on City Council Regular Agenda Meeting for May 25, 2021 to have a public hearing on this matter.
 - Request for Council to vote on this matter at the May 25, 2021 regular council meeting.
-

Decision: Approved ☐ Disapproved ☐

In this section, the City Manager will sign to indicate approval of the recommended option or will provide comments to indicate pursuit of an alternate course of action.

Comments:

Signature -----

Date -----

GOVERNMENT OF THE CITY OF SOUTH FULTON

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: City of South Fulton Mayor & Council

FROM: Chief of Police, Keith Meadows – Police Department

DATE: May 19, 2021

SUBJECT: Request by General Wholesale Company, Db a General Wholesale Company for a Contingent Alcohol License at Lot Nos: 14F-0058-LL-026-2; 14F-0058-0001-015-3; 14F-0059-LL-017-0; and 14F-0059-LL-018-8 on Bakers Ferry Road, South Fulton, GA 30336.

The applicant for General Wholesale Company, Db a General Wholesale Company has applied for a contingent alcohol license for the wholesale sales of malt beverages, wine, and distilled spirits 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.

The applicant is seeking to relocate their corporate office to the City of South Fulton. The physical location has not yet been constructed.

The application has been reviewed by the South Fulton Police Department and the applicant meets the minimum requirement per the alcohol ordinance to be recommended for approval. However, the final issuance of the applicant's alcohol license is subject to or contingent on the applicant acquiring a COSF business license and meeting all additional requirements, inspections, and paying requisite fees as outlined in the Alcohol Ordinance.

POLICE CHIEF RECOMMENDATION: PUBLIC HEARING AND APPROVAL

APPLICATION INFORMATION

Applicant Information:	General Wholesale Company Bakers Ferry Road Atlanta, GA 30336	
City Council District(s):	1	
Parcel ID Numbers:	14F-0058-LL-026-2; 14F-0059-LL-017-0;	14F-0058-0001-015-3; 14F-0059-LL-018-8
Square Footage		
Existing Zoning:	M2	
Current/Past Use of the Property:	New construct for warehouse	
History	This request serves as the applicants first request at this location. The property will be a new construction with no previous usage.	

cc: Corey Adams, City Clerk



City of South Fulton

Alcohol Beverage License Application and Information Packet



Revised 10/15/20

South Fulton Police Department

License and Permit Unit

5539 Old National Highway

College Park, GA 30349

470-809-7372

pdlicenses@cityofsouthfultonga.gov

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

APPLICATION INSTRUCTION SHEET

Incomplete or partial applications will not be accepted.

Please answer all questions on application legibly and appropriately in black/blue ink or typed. If a question does not apply to you, write "N/A" in the space provided.

The personal history statement must be completed by the owner/licensee/agent and corporate officers or major stakeholders of the business/organization with 20% or more of interest in business. Each person completing the personal history statement will pay the non-refundable fingerprint fee is \$55.00 per individual. Upon submission of a completed application you will be scheduled to get your fingerprints completed. Please do NOT show up to get fingerprints without an appointment.

If you are a corporation or LLC, copies of your certificate of incorporation/corporate charter/by laws, properly signed by the Secretary of State and the registered agent(s) for the corporation.

Application must be accompanied by a Federal Clearance Letter verifying the applicant/agent/licensee has no federal indictments or pending charges. The Federal Clearance Letter may be obtained from the Federal District Court (see the Clerk of Court) Richard B. Russell Building, 75 Ted Turner Drive, Atlanta, GA 30303. There is a cost of \$31.00 for the Clearance Letter - per name.

Application must be accompanied by a Certificate of Residency verifying Applicant/Agent/Licensee is a resident of the thirteen Metropolitan counties (Cherokee, Clayton, Cobb, Coweta, Dekalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding and Rockdale). Applicants may take the enclosed certificate of residency form to the Probate Court of the county in which they reside to have the form signed by clerk of court.

Application must be accompanied by Proof of Citizenship by secure and verifiable document as outlined in O.C.G.A. § 50-36-2 (i.e. in the form of government issued photo ID) and applicant must complete the enclosed Citizenship Affidavit for Public Benefits and E-Verify Affidavit.

Application must be accompanied by Survey of location prepared by a Registered Survey noting the distances per City Ordinance Sec. 16-4001. The survey must be of the proposed premises depicting the distance requirements as specified on the alcoholic beverage application (question #5). The survey must also state how the property was measured (from what point of the premises to what point of the measured location and the direction of measurement). **Due to building in process of being built Applicant Will be provide Certified Survey upon construction completion**

Application must be accompanied by a copy of your City of South Fulton current occupational tax certificate. Applicants may submit a copy a temporary occupational tax certificate however, a permanent occupational tax certificate must be received before your alcohol license application will be submitted for council for approval. **Applicant will copy upon issuance form COSF**

Application must be accompanied by a copy of a signed deed, lease, sublease, rental agreement, etc., authorizing applicant's use of location. **Applicant will provide upon execution**

All applicants must disclose financial investments pertaining to the business operation. Financials include bank statements for the six months prior to filing application.

As part of the application process, the police department will arrange for the following inspections to be approved by the following entities: Fire, Health, School Board, Zoning and Code Enforcement. Applications will not be submitted to council for approval until all required inspections are completed. **Inspections will be done upon completion of construction**

Application must be accompanied by a drawing of the alcohol license premises including the customer service area (if restaurant, club, bar, etc.), to include measurements of total square footage of service area. Note: additional fees may apply for additional bar areas based upon layout of location. **N/A**

As part of the application process, the police department will arrange for the advertisement of the public hearing regarding your application. The applicant is responsible for the advertisement fee of \$505. (see fee page for cost)

The City's Alcoholic Beverage Ordinance Sec.16-2017, requires alcohol awareness training to be completed by Applicant, Agent, Licensee and all employees who dispenses, sells, serves, takes orders or mixes beverages. See Ordinance for further or website at <https://www.cityofsouthfultonga.gov/2882/Alcohol-Awareness-Training>

If there are any questions concerning the completion of the application, please call the South Fulton Police License and Permit Unit for assistance at 470-809-7372 or pdlicenses@cityofsouthfultonga.gov.

Once you have complete the application and gathered all the required documents email Major Johnson & Lt. Lester to schedule an appointment to come in and bring the original application, document and pay fees.

Date Revised: 10/15/2020

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



ALCOHOL LICENSE FEE SCHEDULE

The following alcohol license fees are hereby established and shall be payable by check, money order, or debit/credit card, as applicable, at the time of filing the application: You will pay the yellow highlighted fees when you submit application/

Administrative Fees:

Alcohol License Application Fee	300.00
All other Application Fees	\$150.00
Background / Fingerprint Fee	\$55.00
Advertising Fee	\$505.00
Fire Inspection Fee	\$75.00

LICENSE FEES:

Retail Consumption on Premises

Liquor	\$3200.00
Beer	\$650.00
Wine	\$650.00
Add' Bar/Lounges	\$1000.00
BYOB Wine	\$125.00
Wine & Malt Tasting (No Distilled Spirits)	\$50.00

Note: Premises offering sale by the drink require an additional fee (16-2003) for the operation of each lounge, separate restaurant (with separate bar), or other place for consumption on the premises located within the same building covered by the initial license and under the same ownership. In addition to the initial license fee, an annual fee of \$1000.00 will be charged for each additional bar.

Special Permit Fees

Non-Profit Special Event, Beer, Wine & Distilled Spirits/Liquor	\$50.00
For-Profit Special Event Beer & Wine	\$125.00
For-Profit Special Event Distilled Spirits / Liquor	\$125.00
Annual Off Premises Catering License	\$200.00
Off Premises Per Event Catering Permit	\$50.00

Retail Package

Distilled Spirits /Liquor	\$3000.00
Beer	\$400.00
Wine	\$400.00

Temporary Alcohol License Fee

Distilled Spirits /Liquor (Sale/Consumption on Premises)	\$500.00
Beer and wine (Sale/Consumption on Premises)	\$250.00
Beer and Wine (Retail Package)	\$250.00

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Wholesale:

Distilled Spirits / Liquor \$3500.00

Beer \$500.00

Wine..... \$500.00

Location Outside of City \$100.00

Manufacturer (Distillery):

Distilled Spirits/ Liquor \$4000.00

Beer \$500.00

Wine..... \$500.00

Microbrewery \$2000.00

Growler \$2000.00

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PERSONAL STATEMENT

INSTRUCTIONS: This personal statement must be executed, under oath, by every person having any ownership or profit-sharing interest in or managing any place of business applying for a license from the City of South Fulton to sell or deal in alcoholic beverages. Each question must be fully answered. If the space provided is not enough, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.

Applicant Name in FULL (Please Print) William D. Young Jr.

Home Address: [REDACTED] ATLANTA, GA 30327

Business Address: 1595 MARIETTA BOULEVARD ATLANTA, GA 303

Place of Birth ATLANTA, GA USA Date of Birth: [REDACTED] Age: [REDACTED]
(City, State, Country) (Day, Month, Year)

Race [REDACTED] Height: 6'5" Weight: 210 Eye Color: Brown U.S. Citizen ☒ By Birth YES

Hair Color: Brown Social Security Num [REDACTED] Driver License Num [REDACTED] State Issued by: GA.

Have you been convicted of any law? Federal: NO Foreign Country: NO State Law: NO and/or

City Ordinance: NO if so, explain: _____

List names and addresses of employers for the past three (3) years: General Wholesale Company
1595 MARIETTA BOULEVARD ATLANTA GEORGIA 30318

Single _____ Married ☒ Widowed _____ Divorced _____ Separated _____
(If married, divorced or widowed, complete the below requested information on spouse).

Full name of spouse / (Maiden Name)

DOB

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Personal Statement and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

William D. Young Jr. [Signature] 5/10/21
Applicant's Printed Name Applicant's Signature Date of Application

I hereby certify that William D. Young Jr. signed her/his name to the foregoing application stating to me that he/she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

This 10th day of May, 2021.

Notary Public Signature: [Signature] (AFFIX SEAL)

Notary Printed Name: Feri Beatty

My Commission Expires Nov. 14, 2023

Date Revised: 10/15/2020

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CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PERSONAL STATEMENT

INSTRUCTIONS: This personal statement must be executed, under oath, by every person having any ownership or profit-sharing interest in or managing any place of business applying for a license from the City of South Fulton to sell or deal in alcoholic beverages. Each question must be fully answered. If the space provided is not enough, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.

Applicant Name in FULL (Please Print) EARL HOWARD YOUNG

Home Address: [REDACTED]

Business Address: 615 Stonehill Dr., Atlanta, GA 30336

Place of Birth Atlanta, GA, Fulton Date of Birth: [REDACTED] Age: [REDACTED]
(City, State, Country) (Day, Month, Year)

Race: [REDACTED] Height: 6'6" Weight: 195 Eye Color: Brown U.S. Citizen Yes By Birth Yes

Hair Color: Grey Social Security Number: [REDACTED] Driver License Number: [REDACTED] State Issued by: Georgia

Have you been convicted of any law? Federal: No Foreign Country: No State Law: No and/or

City Ordinance: No if so, explain: _____

List names and addresses of employers for the past three (3) years: General Wholesale Company 1982-Present

Single _____ Married ☒ Widowed _____ Divorced _____ Separated _____
(If married, divorced or widowed, complete the below requested information on spouse).

[REDACTED]
Full name of spouse / (Maiden Name) DOB

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Personal Statement and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

EARL HOWARD YOUNG [Signature] 5-10-21
Applicant's Printed Name Applicant's Signature Date of Application

I hereby certify that EARL HOWARD YOUNG signed her/his name to the foregoing application stating to me that he/she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

This 10th day of May, 2021.

Notary Public Signature: [Signature] (AFFIX SEAL)

Notary Printed Name: Clare F. Lindsey

My Commission Expires Nov. 13, 2023

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PERSONAL STATEMENT

INSTRUCTIONS: This personal statement must be executed, under oath, by every person having any ownership or profit-sharing interest in or managing any place of business applying for a license from the City of South Fulton to sell or deal in alcoholic beverages. Each question must be fully answered. If the space provided is not enough, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.

Applicant Name in FULL (Please Print) STEPHEN TALBOT YOUNG

Home Address: [REDACTED]

Business Address: 615 Shondell Drive SW Atlanta, GA 30356

Place of Birth Atlanta, GA, USA Date of Birth [REDACTED] Age: [REDACTED]
(City, State, Country) (Day, Month, Year)

Race: [REDACTED] Height: 6'5" Weight: 215 Eye Color: Brown U.S. Citizen Y By Birth Y

Hair Color: Black Social Security Number: [REDACTED] Driver License Number: [REDACTED] State Issued by: GA

Have you been convicted of any law? Federal: No Foreign Country: No State Law: No and/or

City Ordinance: Yes if so, explain: [REDACTED]

List names and addresses of employers for the past three (3) years: General Wholesale Company (1986)

Single Married ✓ Widowed Divorced Separated
(If married, divorced or widowed, complete the below requested information on spouse).

[REDACTED]
Full name of spouse / (Maiden Name) DOB

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Personal Statement and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

Stephen Talbot Young [Signature] 05/13/2021
Applicant's Printed Name Applicant's Signature Date of Application

I hereby certify that Stephen T. Young signed her/his name to the foregoing application stating to me that he/she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

This 13 day of MAY, 2021.

Notary Public Signature: [Signature] (AFFIX SEAL)

Notary Printed Name: MICHELLE STRICKLAND



Date Revised: 10/15/2020

5

RESIDENCE DETERMINATION FORM

Certificate of Residence
For Retail Package Distilled Spirits Applicants Only

State of Georgia, _____ County
I, _____ Judge of the probate Court, for _____
County, Georgia, hereby certify that _____ is now and has been a Bona Fide Resident
of the state of Georgia for one year, and in the county of _____ for one year immediately
preceding the date of this affidavit, based upon the affidavit of applicant, and the evidence submitted therewith.
In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court this _____ day of _____, 20 _____.

Judge of the Probate Court

County, Georgia

Certificate of Residence
For All Other Alcoholic Beverage License Applicants

State of Georgia, Fulton County
I, Kenya M Johnson Judge of the probate Court, for Fulton
William David Young
County, Georgia, hereby certify that _____ is now and has been a Bona Fide Resident of
the state of Georgia in the county of Fulton based upon the affidavit of applicant and the
evidence submitted therewith. In Witness Whereof, I have hereunto set my hand and affixed the seal of said
Probate Court this 12th day of May, 20 21.

Kenya M. Johnson
Judge of the Probate Court

Fulton
County, Georgia

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Save Affidavit
Affidavit Verifying Status for City Public Benefit
Pursuant to O.C.G.A. § 50-36-1(e)(2)

By executing this affidavit under oath, as an applicant for a(n) alcohol license
[*type of public benefit*], as referenced in O.C.G.A. § 50-36-1, from City of South Fulton [*name of government entity*], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) X I am a United States citizen.
- 2) X I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in ATLANTA (city) GEORGIA (state)

[Signature]
Signature of Applicant

William D. Yeung, Jr
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE
ME ON THE

10th DAY OF May, 2021

[Signature]
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Nov. 13, 2023

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

**Save Affidavit
Affidavit Verifying Status for City Public Benefit
Pursuant to O.C.G.A. § 50-36-1(e)(2)**

By executing this affidavit under oath, as an applicant for a(n) alcohol license
[type of public benefit], as referenced in O.C.G.A. § 50-36-1, from City of South Fulton [name of
government entity], the undersigned applicant verifies one of the following with respect to my application for a
public benefit:

- 1) ✓ I am a United States citizen.
- 2) ✓ I am a legal permanent resident of the United States.
- 3) I am a qualified alien or non-immigrant under the Federal Immigration and
Nationality Act with an alien number issued by the Department of Homeland
Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other
federal immigration agency is _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has
provided at least one secure and verifiable document, as required by O.C.G.A.
§ 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

Georgia Drivers License

In making the above representation under oath, I understand that any person who knowingly
and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit
shall be guilty of a violation of O.C.G.A. § 16 -10-20, and face criminal penalties as allowed by
such criminal statute.

Executed in ATLANTA (city) GEORGIA (state)

E. Howard Young
Signature of Applicant

EARL HOWARD YOUNG
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE

ME ON THE 10th DAY OF May, 20 21

Albert J. [Signature]
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Nov. 13, 2023

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Save Affidavit

**Affidavit Verifying Status for City Public Benefit
Pursuant to O.C.G.A. § 50-36-1(e)(2)**

By executing this affidavit under oath, as an applicant for a(n) alcohol license
[*type of public benefit*], as referenced in O.C.G.A. § 50-36-1, from City of South Fulton [*name of*
government entity], the undersigned applicant verifies one of the following with respect to my application for a
public benefit:

- 1) ☒ I am a United States citizen.
- 2) ☐ I am a legal permanent resident of the United States.
- 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and
Nationality Act with an alien number issued by the Department of Homeland
Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other
federal immigration agency is _____.

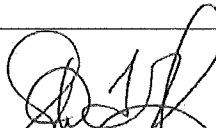
The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has
provided at least one secure and verifiable document, as required by O.C.G.A.
§ 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

Georgia Drivers License

In making the above representation under oath, I understand that any person who knowingly
and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit
shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by
such criminal statute.

Executed in Atlanta (city) Georgia (state)



Signature of Applicant

Stephen P. Young

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE
ME ON THE

13 DAY OF May, 2021



NOTARY PUBLIC

My Commission Expires:



CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

E-Verify Affidavit

Private Employer Affidavit Pursuant to O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Section 1.

Please check only one:

(A) X On January 1st of the below signed year, the individual, firm, or corporation employed more than ten (10) employees.

(B) _____ On January 1st of the below signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If the employer selected Section 1(A), please fill out Section 2 below.

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

General Wholesale Company
Name of Private Employer

Federal Work Authorization User Identification Number

12/21/2011
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on this day 10 of May, 2021 in Atlanta (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

William O. W. Key Jr.
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 10th DAY OF May, 2021.

[Signature]
NOTARY PUBLIC
My Commission Expires: Nov. 13, 2023

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



REGISTERED AGENT DESIGNEE FORM

Licensed establishments that are corporations and limited liability companies may have a "Registered Agent" upon whom any process, notice, or demand required or permitted by law or under the City of South Fulton Alcoholic Beverage Code to be served upon the licensee or owner. The registered agent, who is designated by a licensee, must submit to a fingerprint criminal background check and complete the personal statement form. The registered agent must be a resident of Fulton County, Georgia. The registered agent must obtain the certificate of residency enclosed.

Name: William DAVID Young, Jr.
(Full Printed Name No Initials)

Sex: MALE Race: [REDACTED] Date of Birth: [REDACTED]

Home Address: [REDACTED]

City: ATLANTA State: GA. Zip: 30327

Phone# [REDACTED]

Business Address: 1595 MARTHA BLVD.

City: ATLANTA State: GA Zip: 30318

Phone [REDACTED]

I hereby certify that I agree to serve as the "registered agent" on behalf of

General Wholesale Company a business located at Parcel numbers 147-0058-LL-026-2, 0001-0153, 0059-LL-017-0 City of South Fulton, Georgia.

As registered agent, I agree to accept any process, notice or demand required or permitted by law or under the Alcoholic Beverage Code of the City of South Fulton, Georgia, to be served upon the licensee or owner. I understand that such service upon me will serve as legal notice upon the licensee or owner and that it is my responsibility to forward such service to the owner or licensee.

[Signature]

SIGNATURE OF APPLICANT

DATE

William D. Young, Jr.
PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED

BEFORE ME THIS

10th

DAY OF

May

20 21

NOTARY PUBLIC SIGNATURE

Clare F. Lindsey

NOTARY PUBLIC PRINTED NAME

My Commission Expires Nov. 13, 2023

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

SECTION 1: Licensee/Agent William D Gub, Jr **For the year** 2021 **Date** 5/17/21

All applications must be typed or printed in black/Blue ink. Each question must be completely and correctly answered. If the space provided is not sufficient, attach additional sheets. Applications must be signed, dated, notarized and filed with the South Fulton Police Department. All required supporting documents must be attached.

Type of License Applying For: (Check All That Apply)

☐ New License ☐ Change of Ownership ☒ New Location ☐ Other. Please Specify: _____

Please select the beverages to be sold: (Check All That Apply)

☒ BEER ☒ WINE ☒ DISTILLED SPRITS/LIQUOR

Please select the category that best describes the business for which this application is being submitted.

☐ Retail Package Store ☐ Convenience Store ☐ BYOB (Wine only) ☐ Restaurant (3% for excise taxes)

☐ Growler ☐ Supermarket ☐ Microbrewery ☐ Gas / Drug / Dry Goods Store

☐ Importer ☐ Manufacturer ☐ Wholesale ☐ Public Entertainment Facility

☐ Hotel / Hotel Suites ☐ Night Club / Bar / Lounge ☐ Tasting (Wine/Malt)

(3% excise tax)

Other. Please Specify. _____

Activities Proposed for Premises (check all that apply)

☐ Customer Dancing ☐ Live Entertainment ☐ Adult Entertainment

If a Private Club: (1) Submit the salaries and other benefits received by each officer, trustee and employee; (2) Attach A copy of 501(c) Internal Revenue Code tax exempt documentation; (3) Attach membership application and copy of member list.

1. Is applicant: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ LLC
2. Legal Name of Business: General Wholesale Company
Operating/Trade Name of Business General Wholesale Company
Has location had an alcohol license within the last 12 months? ☐ Yes ☒ No
3. Business Address: SEE ATTACHED PARCELS BAYENS FAY ROAD Council District: 1
(Street Address, City, State Zip)
4. Billing Address: 1595 MANICHA BOWHARD ATLANTA, GEORGIA 30318
5. Proposed Location Zoned: Industrial
6. A. Distance from closest private residence in any direction: _____
B. Distance from closest college campus or school ground: _____
C. Distance from closest branch of any South Fulton Public library: _____
D. Distance from closest church or place of worship: _____
E. Distance from closest regular school bus stop as designated by
Fulton County Board of Education for pick-up or drop-off of
school children in transport to the public schools of City of South Fulton. _____

Attachment: Page 10, Question # 3 Business Address

Parcel Information:

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

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

SECTION 2:

1. Full name of applicant (Company/Corporation) General Wholesale Company
2. Full name of Licensee/Agent: William David Young, Jr.
- Licensee/Agent Social Security Number: [REDACTED]
- Date of Birth and Place of Birth: [REDACTED] Atlanta, Georgia
- Citizen of the USA? ☒ Yes ☐ No Alien Number: _____
- Resident of Georgia? ☒ Yes ☐ No Years 64 County Fulton
- Home Address: [REDACTED]
- Atlanta GA. 30327
City State Zip
- Telephone Number: Home: () N/A Business: [REDACTED]
- Email Address: [REDACTED]
- Hours said Licensee/Agent will actively be on the premise: N/A
- List duties of Licensee/Agent: N/A

3. Full Name of Spouse, Including Maiden Name: [REDACTED]
- Date of Birth and Place of Birth: [REDACTED] Atlanta, Georgia
- Hours Spouse on Premises: N/A

4. Licensee's/Agent's Business interest(s), occupation(s) and employment for the past ten (10) years

COMPANY	ADDRESS (CITY & STATE)	POSITION	DATES
<u>General Wholesale Co.</u>	<u>1595 MARTHA</u>	<u>SALES</u>	
	<u>Buckhead ATL, GA</u>		
	<u>30318</u>		

5. Does Licensee/Agent, or any Partner(s), Corporation Officer, Principle Shareholder(s), Trustee(s) or Spouse have, within the preceding ten (10) years, any conviction for the violation of any federal, state or Local laws, Ordinances or Regulations, or does said person have current proceeding for violation of any Federal, State or Local laws, ordinances or regulations? ☐ Yes ☒ No
6. For the purpose of this question, the term – conviction shall include an adjudication of guilt, a plea of guilty, a plea of nolo contendere, the forfeiture of a bond or adjudication by pre-trial intervention.

PERSON CHARGED	DATE	OFFENSE	LOCATION	DISPOSITION
<u>N/A</u>				

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

7. Does Licensee/Agent or any member of the Partnership, Corporation or Stockholder currently hold an Alcohol license (including a server permit)? ☐ Yes ☒ No
8. Has Licensee/Agent or any member of the Partnership or Corporation or Stockholder ever applied for an Alcoholic Beverage license (or work/server/pour permit) and been denied, suspended, or revoked? ☒ No ☐ Yes
If yes check which type ☐ denied ☐ suspended ☐ revoked
- If yes, please check the appropriate status above and explain N/A
9. Full Name of Manager: N/A
Social Security Number of Manager: N/A
Date of Birth and Place of Birth: N/A
Home Address: N/A
Telephone Number: Home: () N/A Business: () N/A
E-mail Address: N/A
10. Hours said manager will be on the premise: N/A
11. What is the manager's business experience? N/A
12. Has the manager worked in this or a similar capacity? ☐ Yes ☐ No
If yes, explain: N/A

FINANCIAL BACKGROUND INFORMATION ON APPLICANT, MANAGER AND OWNERS

13. Applicant's full name (Company/Corporation) General Wholesale Company
If a Corporation, Date of Incorporation: 1/23/1947 Taxpayer Id# [REDACTED]

14. If a Corporation, indicate the following for all Officers, members of the Board of Directors, Trustees and principal stockholders. If a Partnership, include all partners. (Complete all information requested for each person).

NAME	ADDRESS	DOB	SSN	POSITION	% INTEREST
William D. Young Jr.	[REDACTED]	[REDACTED]	[REDACTED]	SALES	33.333
EAL Howard Young	[REDACTED]	[REDACTED]	[REDACTED]	SALES	33.333
Stephen T. Young	[REDACTED]	[REDACTED]	[REDACTED]	SALES	33.333

If operating as a partnership, submit a copy of all partnership agreements. If corporation, attach a copy of all Articles of Incorporation, By-laws and amendments thereto, minutes of any corporation meetings within the last twelve (12) months.

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

15. State the amount and source of funds that have or will be invested by each individual who has an interest in the business. If a Corporation or Partnership, list each individual separately.

NAME	AMOUNT INVESTED	SOURCE OF FUNDS	DATES
N/A			

16. Bank accounts and assets in the name of licensee/agent and/or maintained by the licensee/agent, whether individual, partnership or corporation. (Provide copies of account statements)

TYPE	BANK	CITY & STATE	LAST 6 OF ACCOUNT#	AMOUNT
N/A				

17. Has Licensee/Agent, Spouse or any person having an interest in the business received, directly or indirectly, any financial aid or assistance, to include land, fixtures, equipment, etc., from any manufacturer or wholesaler of alcoholic beverages? ☐ Yes ☒ No If yes, please specify.

NAME	ADDRESS	AMOUNT/ITEM	DATE

18. List any other individual(s) or firm(s) owning any interest in or receiving any funds from the operation of the business or on the premises. This includes cigarette machines, game machines, billiard tables vendors, etc.

N/A

19. List any financial interest or ownership which Licensee/Agent or any member of the partnership or corporation or stockholder presently has in any other alcoholic beverage license in the state of Georgia.

NAME	NAME AND ADDRESS OF PREMISES	POSITION	% OF INTEREST
General Wholesale Company		SALES	100%

20. List all assets which will be used or converted for use as an investment in the business and/or all sources of funding used to capitalize and/or operate the Business.

Existing Locations

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

LICENSED PREMISES

21. Do you own the property where the business is located? ☐ Yes ☒ No
- If yes:
 Date of Purchase _____ Purchase Price _____
 Name of Seller: _____
22. If property is rented/leased provide owner's name and address:
Strategic Group
- Amount of rent/lease:
 Monthly _____ Annually _____ Other (specify) _____
(Submit copy of signed lease agreement, deed, sublease, etc.)
23. Has a license at this location ever been denied, suspended, or revoked? ☒ No ☐ Yes
☐ denied, ☐ suspended or ☐ revoked
- If yes, check the appropriate status above and explain: N/A
24. Is business located in a hotel or motel? ☐ Yes ☒ No
- If yes, name of Hotel or Motel _____
25. If the business is to be operated as a department inside of premises where another business is operating, give details of the existing business. N/A
26. What will be your business/operating hours? M-TU-W-TH-F-SAT 24 hrs, Sunday 12 hrs.
27. Where will your trash receptacle be located? N/A
28. What arrangements have you made for trash removal? N/A
29. How often will you clean your property? AS NECESSARY
30. What is your plan for sanitation (clean water and sewage disposal) on the premises? Comply with City Code
31. What is your plan for unlawful conduct on the premises? contact the police
32. What is your plan for fire prevention on the premises? Comply with All Regulations.
33. What type of security do you plan to have? N/A

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

34. Do you offer your employees training with respect to items covered by the alcohol code? [] Yes [X] No
If **yes**, what type of training and how do you plan to prevent the selling to and consumption by underage consumers of alcohol and tobacco products on your premises? N/A
35. What type of buffering do you have, or will you provide to alleviate the effects of noise, lighting, odors, traffic or other nuisances on surrounding properties? N/A
36. What plans do you have to prevent un-permitted vending on your property?
N/A
37. Describe the traffic and pedestrian ingress and egress to/from the property and to/from any existing or proposed structure on the property. N/A

ON PREMISES CONSUMPTION LICENSE

If you are applying for an on-premises alcoholic beverage consumption license, please complete questions 38-44.
If not, please skip ahead to question 45.

38. Seating Capacity: [] Restaurant N/A [] Bar N/A [] Other N/A
[] Brewpub N/A [] Brewery N/A
[] Lounge N/A [] Winery N/A
[] Private N/A [] Nightclub N/A
39. Describe kitchen Facilities: N/A
- List number of Employees: N/A Cooks N/A Waiters/Waitress N/A Other employees N/A Alcohol Servers

A copy of your menu must be included with this application.

40. Is business air conditioned? [X] Yes [] No
41. Will you have live entertainment? [] Yes [X] No
42. What percentage of revenues do you expect to come from food sales? N/A from alcohol? N/A
43. What is the total square footage of the licensed premises? N/A
44. How many parking spaces are you **required** to have? N/A
- Does the location have on-site parking? [X] Yes [] No How many spaces? 300 +
- If no or if parking is insufficient, what arrangements have you made for parking? N/A

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

RETAIL PACKAGE LIQUOR LICENSE (selling liquor, beer, & wine)

If you are applying for a package liquor license, please complete questions 45-47.
If not, please skip ahead to question 48.

45. Do you propose to operate this store solely as a package liquor store? ☐ Yes ☒ No *N/A*
46. Does the Licensee/Agent, Spouse, or any other owner(s), partner(s) or stockholders have an interest in other retail liquor stores? ☐ Yes ☒ No *N/A*

NAME	NAME & LOCATION OF BUSINESS	POSITION	% INTEREST

47. Do you or your spouse or any partner or stockholder have any financial interest in any wholesale liquor business? ☐ Yes ☒ No

If yes, give details: *N/A*

RETAIL BEER AND OR WINE LICENSE (selling beer & wine only)

If you are applying for a retail beer and or wine license, please complete questions 48-50.
If not, please skip ahead to next page.

48. Are you (the applicant) or any member of your family, the owner, lessor or sub-lessor of any real estate which is occupied by a retail package (liquor) store? ☐ Yes ☒ No

If yes, list locations, information as to any lease or rental agreement, amount of rent received, and to whom.

LOCATION	LEASE/RENTAL AGREEMENT INFORMATION	AMOUNT OF RENT	LESSOR

- N/A

If yes, list location(s), amount of interest and your relationship with the estate:

LOCATION(S)	% INTEREST	YOUR RELATIONSHIP TO ESTATE

- ☐ No

If yes, give your position, the name of the trust and the amount of income that you receive.

POSITION	NAME OF TRUST	INCOME RECEIVED

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



CERTIFICATION

I have received a copy of the City of South Fulton Alcoholic Beverage Ordinances and I have read it and agree to adhere to all applicable City of South Fulton Ordinances, Georgia state laws and regulations governing the operation of establishments that serve and/or sell alcoholic beverages? ☒ Yes ☐ No

I understand it is the responsibility of the applicant/licensee/agent to ensure that all licenses to sell alcoholic beverages are renewed no later than December 15th of each year or I will have to apply for a new alcohol license. ☒ Yes ☐ No

I understand that a state license must be obtained before any alcoholic beverage can be served or sold in the City of South, (this includes Alcoholic Beverage Manufacturers). I further understand that the state license is obtained **after** the city license is obtained and I am responsible for contacting the Georgia Department of Revenue to obtain a state alcohol license.
☒ Yes ☐ No

I understand that I am required to pay alcohol excise tax in accordance with City of South Fulton Ordinance, Title 16 Alcoholic Beverages, and failure to pay excises taxes imposed by this ordinance will be grounds for suspension or revocation of my alcohol license. ☒ Yes ☐ No

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Alcoholic Beverage Sales and Service and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

[Signature]
SIGNATURE OF APPLICANT

5/10/21
DATE

William DAVID Young, Jr
PRINTED NAME OF APPLICANT

~For Notary~

I hereby certify that William DAVID Young, Jr signed her/his name to the foregoing application stating to me the he/she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 10th DAY OF May 20 21

[Signature]
NOTARY PUBLIC SIGNATURE

Clare F. Lindsey
NOTARY PUBLIC PRINTED NAME

My Commission Expires Nov. 13, 2023

Date Revised: 10/15/2020

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CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



Criminal History Record Information Consent/Inquiry Form ALCOHOL LICENSE



I hereby authorize City of South Fulton Police Department to conduct an inquiry for the purpose of eligibility of my alcohol license as listed below and receive any Georgia and/or national criminal history record information as authorized by state and federal law.

Full Name (print)	<u>William David Young, Jr</u>		
Any other name used (i.e. maiden name)	<u>—</u>	Place of Birth	<u>Atlanta, Georgia</u>
Home Address	<u>[REDACTED]</u>		
Name of Business	<u>General Wholesale Company</u>		
Address of Business	<u>1595 MARTHA BULEVARD, ATL, GA 303</u>		
Gender <u>MALE</u>	<u>[REDACTED]</u>	Date of Birth	<u>Atlanta, GA</u>
Height <u>6' 5"</u>	Weight <u>210</u>	Social Security Number <u>[REDACTED]</u>	

☐ I, William D. Young, Jr, give consent to the above-named entity to perform periodic criminal history background checks for the duration of my tenure as agent, licensee, or member of this establishment listed above.

☐ I, William D. Young, Jr, confirm that I have received a copy of the Privacy Act Statement, Applicant's Privacy Rights and Title 28 CFR 16.30 through 16.34. I further confirm that I have read and understand these guidelines.

[Signature]
Signature

5-17-21
Date

Date of Inquiry: 5/17/2021 Time of Inquiry: 1707

Operator's Initials: RS

Purpose Code Used: (check all that apply)

☒ E- Employment
☐ J- Civilian Criminal Justice Employment (State & III Info Received)
☐ W- Working with Children
☐ Z- Sworn Criminal Justice Employment (State & III Info Received)

The inquiry resulted in the following: (check all that apply)

☒ No Criminal Record Available
☒ Criminal Record (Attached/Released)
☒ No NCIC/GCIC Warrant
☐ Possible NCIC/GCIC Warrant (List Wanting Agency Below)

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Robyn Smith GUC Records Manager
Print Agency Designee Name and Title

5/17/2021
Date

[Signature]
Agency Designee Signature

Date Revised: 10/15/2020

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



Criminal History Record Information Consent/Inquiry Form ALCOHOL LICENSE



I hereby authorize City of South Fulton Police Department to conduct an inquiry for the purpose of eligibility of my alcohol license as listed below and receive any Georgia and/or national criminal history record information as authorized by state and federal law.

Full Name (print)	<u>Earl Howard Young</u>		
Any other name used (i.e. maiden name)		<u>Piedmont Hospital</u> <u>Atlanta, GA</u>	
Home Address	[REDACTED]		
Name of Business	<u>General Wholesale Company</u>		
Address of Business	<u>615 Stonehill Dr. Atlanta, GA 30336</u>		
Gender <u>male</u>	[REDACTED]	Social Security Number	
Height <u>6'6"</u>	Weight <u>195</u>	[REDACTED]	

☒ I, Earl Howard Young, give consent to the above-named entity to perform periodic criminal history background checks for the duration of my tenure as agent, licensee, or member of this establishment listed above.

☒ I, Earl Howard Young, confirm that I have received a copy of the Privacy Act Statement, Applicant's Privacy Rights and Title 28 CFR 16.30 through 16.34. I further confirm that I have read and understand these guidelines.

Earl Howard Young
Signature

05-10-2021
Date

Date of Inquiry: 5/17/21 Time of Inquiry: 1707 Operator's Initials: 128

Purpose Code Used: (check all that apply)

☐ E- Employment
☐ J- Civilian Criminal Justice Employment (State & Ill Info Received)
☐ W- Working with Children
☐ Z- Sworn Criminal Justice Employment (State & Ill Info Received)

The inquiry resulted in the following: (check all that apply)

☒ No Criminal Record Available
☐ Criminal Record (Attached/Released)
☒ No NCIC/GCIC Warrant
☐ Possible NCIC/GCIC Warrant (List Wanting Agency Below)

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Robyn Smith GCIC Records Manager
Print Agency Designee Name and Title

5/17/2021
Date

[Signature]
Agency Designee Signature

Date Revised: 10/15/2020

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CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



Criminal History Record Information Consent/Inquiry Form ALCOHOL LICENSE



I hereby authorize City of South Fulton Police Department to conduct an inquiry for the purpose of eligibility of my alcohol license as listed below and receive any Georgia and/or national criminal history record information as authorized by state and federal law.

Full Name (print)	STEPHEN TALBOT YOUNG		
Any other name used (i.e. maiden name)	None	Place of Birth Atlanta, Georgia	
Home Address	[REDACTED]		
Name of Business	General Wholesale Company, Inc.		
Address of Business	615 Stonehill Drive, SW, Atlanta, GA 30336		
Gender	M	Date of Birth	[REDACTED]
Height	6'5"	Weight	215
		Social Security Number	[REDACTED]

I, Stephen P. Young, give consent to the above-named entity to perform periodic criminal history background checks for the duration of my tenure as agent, licensee, or member of this establishment listed above.

I, Stephen P. Young, confirm that I have received a copy of the Privacy Act Statement, Applicant's Privacy Rights and Title 28 CFR 16.30 through 16.34. I further confirm that I have read and understand these guidelines.

Signature: [Signature] Date: 05/13/2021
 Date of Inquiry: 5/17/21 Time of Inquiry: 1707 Operator's Initials: DS
 Purpose Code Used: (check all that apply)

☒ E- Employment
☐ J- Civilian Criminal Justice Employment (State & III Info Received)
☐ W- Working with Children
☐ Z- Sworn Criminal Justice Employment (State & III Info Received)

The inquiry resulted in the following: (check all that apply)

☐ No Criminal Record Available
☒ Criminal Record (Attached/Released)
☒ No NCIC/GCIC Warrant
☐ Possible NCIC/GCIC Warrant (List Wanting Agency Below)

Wanting Agency Name: _____
 Wanting Agency Telephone Number: _____

Robyn Smith GCIC Records Manager 5/17/2021
 Print Agency Designee Name and Title Date

[Signature]
 Agency Designee Signature

Date Revised: 10/15/2020

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PRIMARY CHECKLIST FOR ATTACHMENTS

For All Alcohol License Types

- ✓ Application Form
- ✓ Personal Statement Form for each Sole Owner, Partner, Member, Officer, Director, Majority Stockholder (Private Corporations), and Manager (with 20% interest in business) **with a clear, current, front and back copy of identification document.**
- ✓ For U.S. citizens: driver's license or state issued photo identification
- ✓ For permanent residents: permanent resident card
- ✓ Citizenship Affidavit for Public Benefits
- ✓ E-Verify Affidavit
- ✓ Copy of 6 months financials
- ✓ Registered agent designee form with copy of registered agent's driver's license attached **registered agent must be a Fulton County resident**, and complete the certificate of residency form.
- ✓ Copy of Georgia Secretary of State documents for LLCs & corporations (certificate & articles) **or** partnership agreement for partnerships
- ✓ Site plan (or proposed plan & specifications & building permit if not yet built)
- ✓ Certified report of survey from registered land surveyor – or – professional engineer indicating distance requirements as outlined in City of South Fulton Title 16 Alcoholic Beverage Ordinance.
- ✓ Certified scale drawing showing location and distance to closest school buildings, educational buildings, school grounds, colleges and/or any church buildings
detailed floor plan, drawn to scale
- ✓ Copy of occupational tax certificate from City of South Fulton
- ✓ Criminal History Record Information Consent/Inquiry Form for each Sole Owner, Partner, Member, Officer, Director, Majority Stockholder (Private Corporations), and Manager (with 20% interest in business).
- ✓ Copy of Alcohol Awareness Certificate

(Note: Fees will be assessed and an invoice provided to applicant, please do not write checks or cashier checks until you receive an invoice with requisite fees.)

Additional Requirements

If the applicant is a franchise, provide everything from the Primary Checklist and:

Signed franchise agreement or contract.

If this is a change in ownership, provide everything from the Primary Checklist and:

Signed sale/purchase agreement .

If the location is a bona fide eating establishment, provide everything from the Primary Checklist and:

Copy of menu(s)

If the location is a bona fide private club, provide everything from the Primary Checklist and:

Proof of membership in the form of a list showing paid active members, copy of minutes from prior year's annual meetings, and listing of salaries for members, officers, agents or employees.

FOR POLICE LICENSE & PERMIT UNIT USE ONLY

Date Application Received May 17, 2021
(This Section Must Be Date and Time Stamped)

Kay LESTER
Print Investigator Name Receiving Application

[Signature]
Signature of Investigator



**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

2211 United States Courthouse
75 Ted Turner Drive, SW
Atlanta, GA 30303

James N. Hatten
Clerk of Court

404-215-1600

Name: WILLIAM DAVID YOUNG

I, James N. Hatten, Clerk, United States District Court for the Northern District of Georgia, do hereby certify that I have examined the record of said court for the Atlanta Division of said district and the records do not reveal the filing of a criminal indictment or information charging an offense against the United States of America by WILLIAM DAVID YOUNG within ten (10) years immediately preceding the date of this certificate.

In testimony whereof, I have hereunto set my hand and have affixed the seal of said Court, at Atlanta, Georgia, this 18th day of May, 2021.

JAMES N. HATTEN
DISTRICT COURT EXECUTIVE
CLERK OF COURT

By: _____

Deputy Clerk

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

PAY ONLINE AT:
[HTTPS://WWW.CITYOFSOUTHFULTONGA.GOV](https://www.cityofsouthfultonga.gov)
SCROLL DOWN TO CLICK "PAY ONLINE" ICON

GENERAL WHOLESALE BEER CO
615 STONEHILL DRIVE SW
ATLANTA, GA 30336

INVOICE #

21003110

CUSTOMER ID: GENER005 PIN: [REDACTED]

INVOICE DATE: 05/11/21

DUE DATE:

**MAKE CHECKS PAYABLE TO:
CITY OF SOUTH FULTON**

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Alcohol license application		
1.0000/1	ABLAPPL	Alcohol Lic - Application fee	300.000000	300.00
		Alcohol license application		
1.0000/1	ABLADV	Alcohol Lic Advertising Fee	505.000000	505.00
		Alcohol license application		
3.0000/1	POLICEAB	Police Alch Background Check	55.000000	165.00
		Alcohol license application		
		HOWARD YOUNG		
		STEPHEN YOUNG		
		WILLIAM YOUNG JR.		
			TOTAL DUE:	\$ 970.00
				-970.00
			BALANCE:	\$ 0.00

Prn Payment: 05/17/21 CK 233732

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

City of South Fulton
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

GENERAL WHOLESALE BEER CO
615 STONEHILL DRIVE SW
ATLANTA, GA 30336

INVOICE #: 21003110
DESCRIPTION: Alcohol license application
CUSTOMER ID: GENER005 PIN: [REDACTED]
DUE DATE:
TOTAL DUE: \$ 0.00





INTER-OFFICE MEMORANDUM

DATE: May 18, 2021

TO: ABL File

FROM: Lt. K. Lester

SUBJECT: Calls for Service History – General Wholesale Company

There were no calls for service located for the 4700 block of Bakers Ferry Road, Atlanta, Ga 30336. The reviewed timeframe was from May 1, 2020 to present.

Business Information:

General Wholesale Company dba

General Wholesale Company

Lot #s 1. 14F-0058-LL-026-2, 2. 14F-0058-0001-015-3, 3. 14F-0059-LL-017-0, & 4. 14F-0059-LL-018-8

Bakers Ferry Road, Atlanta, GA 30336

Owner: William Young

Phone: [REDACTED]

[REDACTED]

Public Notice Order Confirmation

Ad Order # 0000529258 PO # Ordered By Kay Lester

Account # Name Address
SOUTH FULTON POLICE DEPARTMENT 4121 CASCADE ROAD, ATLANTA, GA 30331
Phone Fax Email

Daily Report

Placement: Business Position: Alcoholic Beverage License County:
Run Dates: 05/13, 05/14 # of Ins: 2 Ad Size: 92 Words
Subject: General Wholesale Company

Gross Amount	Affidavit Fee	Amount Due
500.00	5.00	505.00

Ad Text Corrections Please review and provide corrections as needed.

PUBLIC HEARING ANNOUNCEMENT

THE MAYOR AND CITY COUNCIL FOR THE CITY OF SOUTH FULTON WILL HOLD A VIRTUAL COUNCIL MEETING ON TUESDAY, MAY 25, 2021 AT 4:00 PM THE MEETING WILL BE VIEWED VIA LIVE STREAMING ON THE CITY'S YOUTUBE CHANNEL. THIS PUBLIC HEARING ANNOUNCEMENT IS FOR AN ALCOHOL LICENSE FOR WHOLESALE SALES OF BEER, WINE AND DISTILLED SPIRITS FOR GENERAL WHOLESALE COMPANY, DBA GENERAL WHOLESALE COMPANY LOCATED AT LOTS 14F-0058-LL-026-2, 14F-0058-0001-015-3, 14F-0059-LL 017-0 AND 14F-0059-LL-018-85829 ON BAKERS FERRY ROAD, ATLANTA, GA 30336. PUBLIC HEARING COMMENTS CAN BE MADE AT WWW.CITYOFSOUTHFULTONGA.GOV.
#0000529258:5/13-2kmos

Payment By Credit Card

() Visa () MC () Amex

Credit Card #: Exp. Date: / Security Code:
Card Holder Name: Signature: Pmt Amount:

A

**ALCOHOL LICENSE
PUBLIC NOTICE**

PETITIONER: GENERAL WHOLESALE Co

HAS MADE APPLICATION FOR AN ALCOHOL LICENSE AT:

BUSINESS NAME: GENERAL WHOLESALE Co

ADDRESS: 1415 N. 10TH ST. SUITE 100 ATLANTA, GA 30309

PUBLIC HEARING:

DATE: MAY 25 2021 TIME: 4:00 PM

VOTERS SHOULD VISIT THE CITY WEBSITE FOR MORE INFO.

CITY OF SOUTH FULTON

PUBLIC COMMENT CAN BE MADE AT:

<https://www.southfulton.org/DocumentCenter/View/10000/2021-05-25-Public-Notice>

FOR INFORMATION CONTACT:

SOUTH FULTON POLICE DEPARTMENT

478-609-7373



GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Z21-001: Council to consider a rezoning from Fulton County MIX to South Fulton MIX for the purpose of completing AN21-001 annexation request

DATE: May 25, 2021

SUBJECT: Z21-001: Council to consider a rezoning from Fulton County MIX to South Fulton MIX for the purpose of completing AN21-001 annexation request

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z21-001 and AN-001	Cover Memo	5/20/2021
Anthem Annexation Staff Report FINAL FOR COUNCIL 5.25.21	Cover Memo	5/20/2021

Z21-001

REQUEST TO REZONE FROM FULTON COUNTY MIX TO COSF MIX

o Waycrest Drive and o Riverside
Drive

City Council Meeting
City of South Fulton
May 25, 2021



AN21-001

REQUEST TO ANNEX FROM FULTON COUNTY MIX TO COSF MIX o Waycrest Drive and o Riverside Drive

City Council Meeting
City of South Fulton
May 25, 2021



Z21-001 and AN21-001: 0 Waycrest Drive and 0 Riverside Drive

- Case Z-001 is a rezoning to COSF MIX from Fulton County MIX
- Case AN-001 is an annexation of the parcels into COSF
- Project will be a senior apartment complex
- No changes from the Zoning Hearing
- Staff recommendation is for Approval
- Planning Commission recommendation is for Approval

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER



SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT SERVICES

MEMORANDUM

TO: Mayor and Council

FROM: Planning & Zoning Division

SUBJECT: **AN21-001 Annexation and Z21-010 Rezoning Request for Waycrest Drive and Riverside Drive (14F0132 LLO437 and 14F0132 LLO395)**

DATE: May 25, 2021

-
1. Edrick Harris with Prestwick Companies seeks a petition to rezone from Fulton County MIX (Mixed Use) to City of South Fulton MIX (Mixed Use) for property at Waycrest Drive and Riverside Drive (14F0132 LLO437 and 14F0132 LLO395)
 2. The applicant is seeking an annexation from Fulton County to the City of South Fulton to maintain the Unincorporated Fulton County zoning category of MIX (Mixed Use). The parcels will be in the Sandtown Overlay District.

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

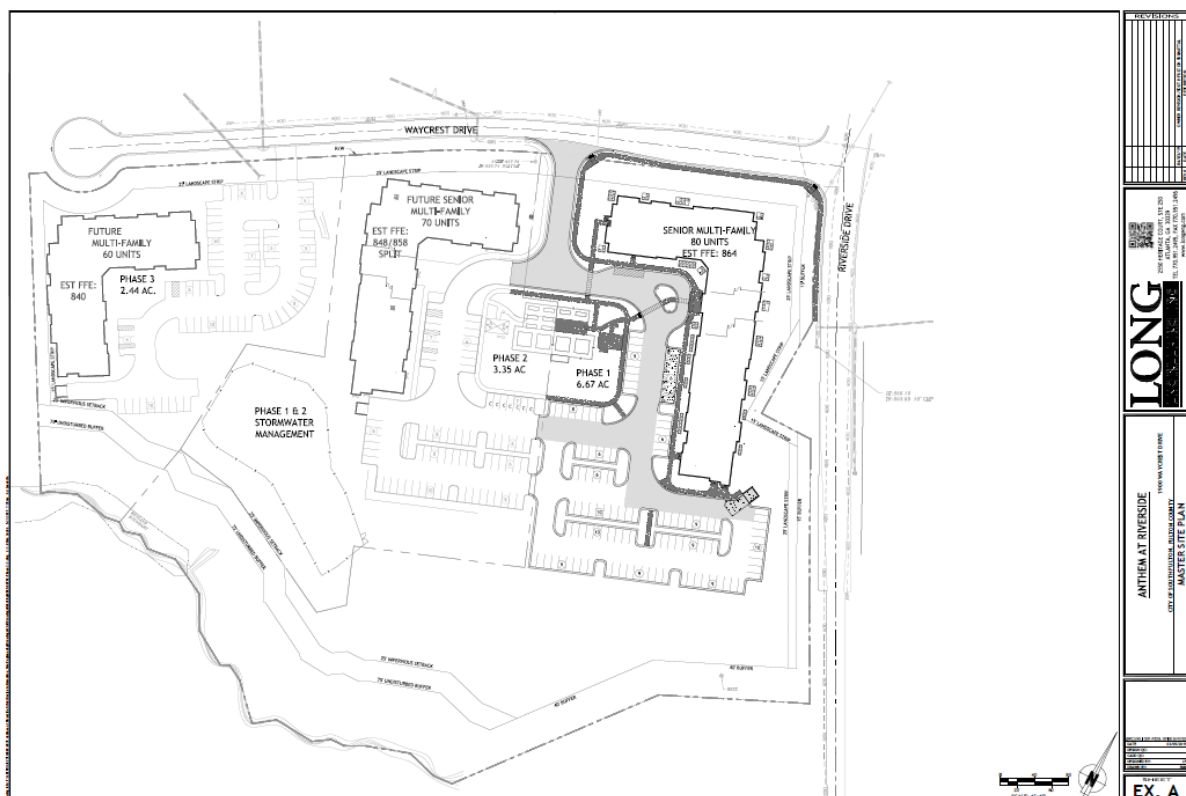
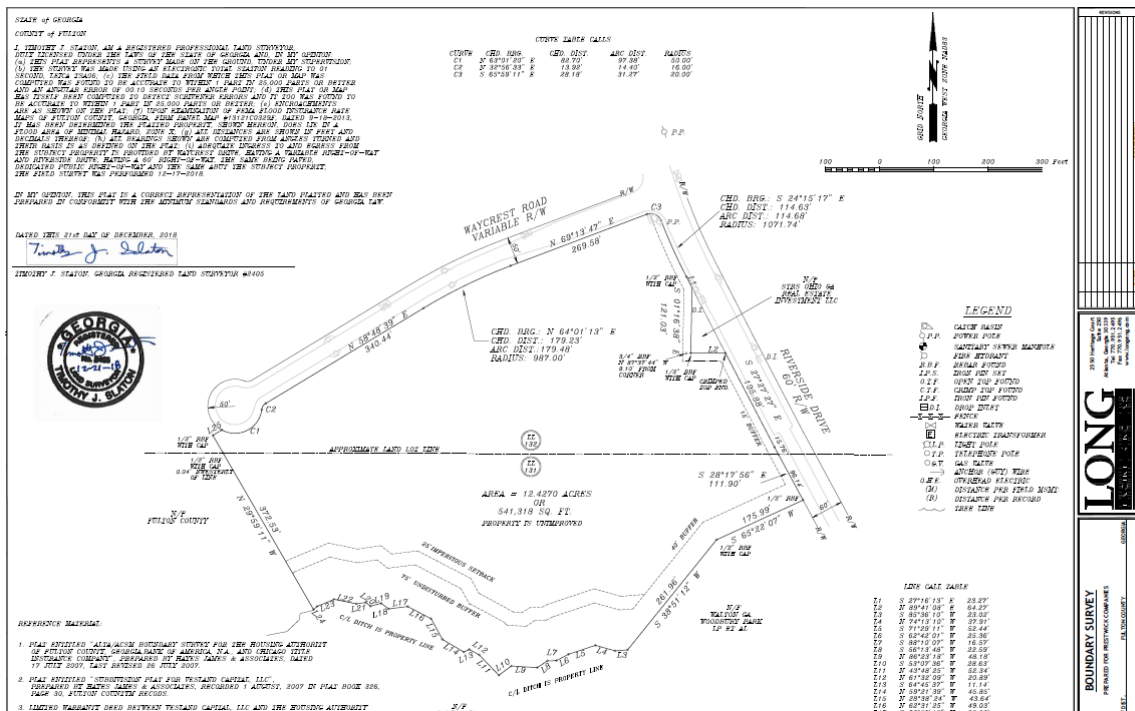
cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Edrick Harris Prestwick Companies 3715 Northside Parkway, NW Building 200, Suite 175 Atlanta, GA 30327
Status of Applicant:	The property lies partially within the City limits of South Fulton as well as Unincorporated Fulton County. Applicant wishes to bring the properties entire boundaries withing the City limits of South Fulton.
City Council District(s):	Council District 1 (tentative per annexation approval)
Parcel ID Number:	14F0132 LLo437 and 14F0132 LLo395
Area of Property:	The property is composed of approximately 12.118 acres.
Current/Past Use of the Property:	The property is currently being constructed as a Multifamily Housing complex. The proposed density will be 210 residential units, at least 150 of the units will be occupied by seniors. This development will enhance the City's senior-housing initiatives of the City's current Comprehensive Plan. The development is located along Waycrest Drive and Riverside Drive. The site is currently under construction and close to completion.
Prior Zoning Cases/History:	None
Surrounding Zoning:	<u>North</u> : Unincorporated Fulton County MIX (Mixed Use) <u>South</u> : M-2 (Heavy Industrial) in the City of South Fulton <u>East</u> : M-1 (Light Industrial District), SUB A (Single Family Dwelling), and MIX (Mixed Use) in the City of South Fulton <u>West</u> : MIX (Mixed Use)
2035 Future Land Use Designation:	Community Live Work
Compatibility to the Fulton County 2035 Comprehensive Plan:	The proposed MIX zoning is consistent with the existing Mixed Use land use designation, which includes MIX, C-1, C-2, O-I, and SH as its compatible zoning classifications.
Overlay District:	Sandtown Overlay

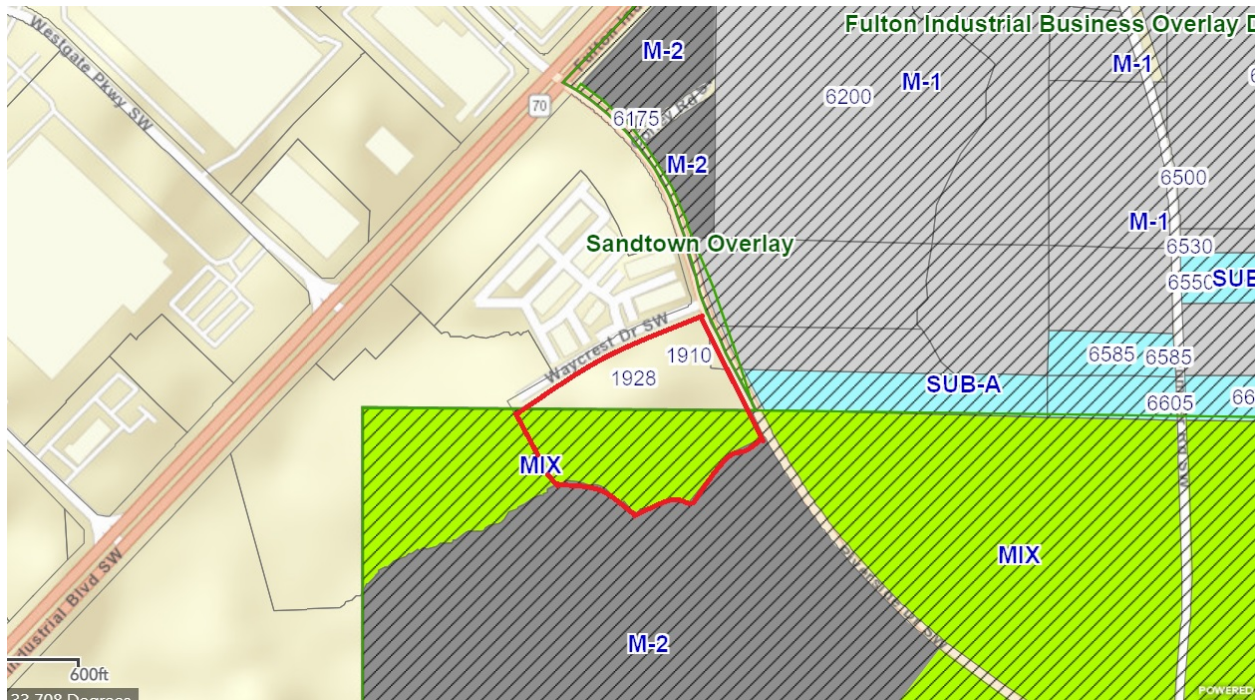
Public Utilities:	Water service is provided to this site by City of Atlanta. Sewer service is available to the site by Fulton County. Any extension of sewer service is the responsibility of the developer.
Public Services:	Police and Fire services are available to the site by the City of South Fulton.
Transportation:	<u>Street</u> : Waycrest Drive and Riverside Drive <u>Classification</u> : Local and Collector Road <u>Public Transit</u> : MARTA is proposed for the site <u>Bike/Pedestrian Access</u> : Sidewalks will serve as a component of construction for this site.
Parking Required (Multifamily):	1.25 per unit is required for a 1 bedroom or efficiency unit 1.75 per unit is required for a 2-bedroom unit 2.00 per unit is required for a 3-bedroom unit

Site Plan:

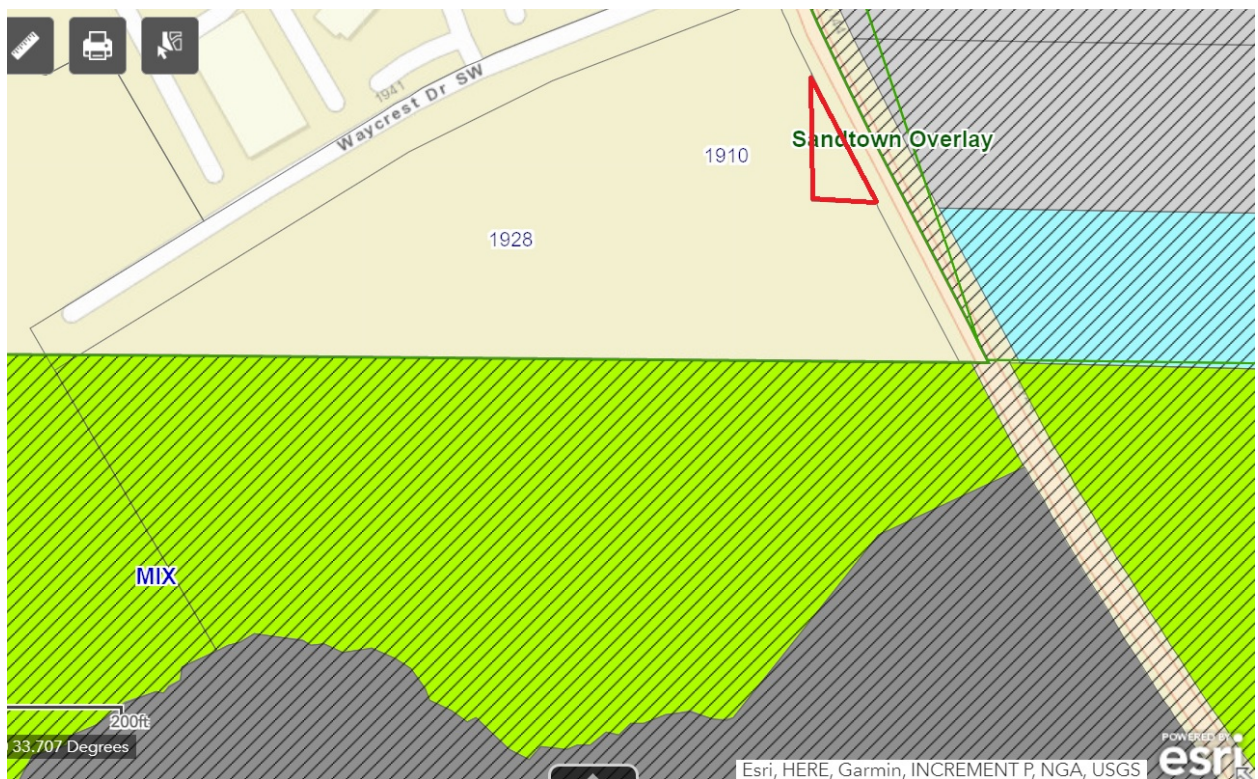


AN21-001 for Annexation and Z21-010 for Rezoning at 0 Waycrest and Riverside Drive
May 25, 2021
Page 4 of 8

City of South Fulton Zoning:



Waycrest Drive (14F0132 LL0437)



Riverside Drive (14F0132 LL0395)

AN21-001 for Annexation and Z21-010 for Rezoning at o Waycrest and Riverside Drive

May 25, 2021

Page 5 of 8

PUBLIC PARTICIPATION

The Public Participation Meeting was held virtually on January 14, 2021 at 1pm via Zoom.com.

ANNEXATION ANALYSIS

This request is pursuant to the 100% method of annexation as provided by O.C.G.A. 36-36-20 et seq. which requires that the property be contiguous to the existing municipal boundary by at least 1/8 the aggregate boundary or 50 feet whichever is less.

The subject property shares 1,026 feet of property with the corporate limits of the City of South Fulton which meets the requirement of 50 feet contiguity required by the 100% annexation method. Extension of police protection, fire protection, and other city services will occur immediately upon the effective date of annexation.

COMMENTS

- (1) Notice was sent to Fulton County on October 30, 2020. Fulton County did not deliver an objection to the city by certified mail or statutory overnight delivery of an objection by the Fulton County Commission.
- (2) Additional revenue in the form of property tax will be generated in the amount of **\$6.71** based on the 2020 tax rate of City of South Fulton's 0.012899 millage rate for PIN 14F0132 LL0395.
- (3) Additional revenue in the form of property tax will be generated in the amount of **\$0.00** for PIN 14F0132 LL0437, as this property holds an exempt status due to ownership by the Housing Authority of Fulton County.

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 properties;

The site is current in character of the neighboring South Fulton properties adjacent to the site and along Fulton Industrial Boulevard. The contiguous Unincorporated Fulton Count are within the same zoning district as the proposed rezoning. Traveling south along Fulton Industrial Boulevard towards the site, drivers may move through a commercial/industrial area, after which the character becomes commercial/industrial/residential. This rezoning aligns with the adjacent and nearby properties.

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

The immediate surrounding properties are similar or common to the proposed zoning classification of this site. MIX and Sub A both present residential characteristics, while the proposed use of this site will serve as housing for the M-1 and M-2 classifications.

- M-2 (Heavy Industrial)
- M-1 (Light Industrial District)
- SUB A (Single Family Dwelling)
- MIX (Mixed Use)

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

The applicant proposes a rezoning to MIX (Mixed Use), which currently serves as its zoning with Fulton County. The parcels will also be in the Sandtown Overlay district. The MIX District is particularly encouraged in areas designated by the Comprehensive Plan Future Land Use Map as suitable for commercial (including retail, service commercial and office) uses and in Live-Work corridors. The MIX District also mandates a residential component of single-family dwellings, duplexes, triplexes, quadruplexes, townhouses, multifamily dwellings or any combination thereof along with at least two of the following: commercial, office or institutional uses. As described, this zoning classification proposes a variety of economic uses for this site as a Mixed Use development.

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;

This proposed zoning does not present any burden to existing transportation components.

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

The Fulton County 2035 Comprehensive Plan's Future Land Use Map designates the area as "Mixed Use" which does list the proposed zoning district, MIX, as one of its Compatible Active Zoning Classifications.

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

There have been no prior conditions placed on the zoning of this property. It is along the City's border with the Unincorporated Fulton County, where both Light and Heavy Industrial, Mixed Use, and Commercial zoning classifications are found. The applicant proposes a rezoning to the MIX (Mixed Use) classification.

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.

The submitted Zoning Proposal does not present an environmental condition natural resources, environment and citizens of City of South Fulton.

PLANNER'S RECOMMENDATION

The surrounding properties immediately adjacent to the subject property are zoned as Industrial, Residential and Mixed Use. The project's proposal does align with the 2035 Comprehensive Plan, which designates the property for "Community Live Work" future land use, therefore, Staff recommends **APPROVAL** of this request to rezone the property from Unincorporated Fulton County's MIX (Mixed Use) to South Fulton's MIX (Mixed Use), as well as being in the Sandtown Overlay district. Regarding the request for annexation, the site is current in character of the neighboring South Fulton properties and would be a reasonable economic use and would not change the existing character in this area.

Staff recommends **APPROVAL** for the annexation.

PLANNING COMMISSION RECOMMENDATION

At the January 19, 2021 Planning Commission meeting, the board recommended **APPROVAL** of both cases.

PREPARED and REVIEWED BY:

Shayla Reed, Director of Community Development and Regulatory Affairs

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: AN21-001: Council to consider an annexation of 0 Waycrest Drive and 0 Riverside Drive

DATE: May 25, 2021

SUBJECT: AN21-001: Council to consider an annexation of 0 Waycrest Drive and 0 Riverside Drive

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

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

DATE: May 25, 2021

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z20-008	Cover Memo	5/20/2021
7195 Butner Rd 008 staff report FINAL FOR COUNCIL 5.25.21	Cover Memo	5/20/2021

Z20-008

Rezoning Request

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

City Council Meeting
City of South Fulton
May 25, 2021



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

- Case 008 is a proposed rezoning from AG-1 to CUP for the purpose of developing a Residential Subdivision
- At the May 11 Zoning Hearing, the additional conditions of at least one tree planted in each front yard and the installation of traffic calming devices on long straightaways were imposed and agreed upon
- Staff recommendation is for Approval
- Planning Commission 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: Z20-008 for 7195 Butner, o W Stubbs, and 3315 W Stubbs
Rd MEETING DATE: May 25, 2021

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

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

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

Transportation:

Street: Butner Rd

Classification: Collector Road

Public Transit: Not served by MARTA

Bike/Pedestrian Access: No sidewalk or bicycle lanes

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

MAPS

City of South Fulton Zoning and Aerial Map:

(see attached)

Proposed Site Plan:

(see attached)

PUBLIC PARTICIPATION

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

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

ZONING IMPACT ANALYSIS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STAFF COMMENTS

Engineering: Requested information, none provided.

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: Requested information, none provided.

Legal: Requested information, none provided.

PLANNER'S RECOMMENDATION

Approval. The proposed zoning of CUP is allowed by the Future Land Use Plan, and through many revisions to the site plan, the density has been reduced to within guidelines (2 per acre). This proposed residential development would fit the character of the area.

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."

At the May 11, 2021 Council meeting, the additional conditions of at least one tree planted in each front yard, subject to approval by the City Arborist, and the installation of traffic calming devices on long straightaways, subject to Engineering and Fire Department approval were imposed and agreed upon.

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

PLANNING COMMISSION RECOMMENDATION

At the January 19, 2021 Planning Commission meeting, the board recommended Approval.

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

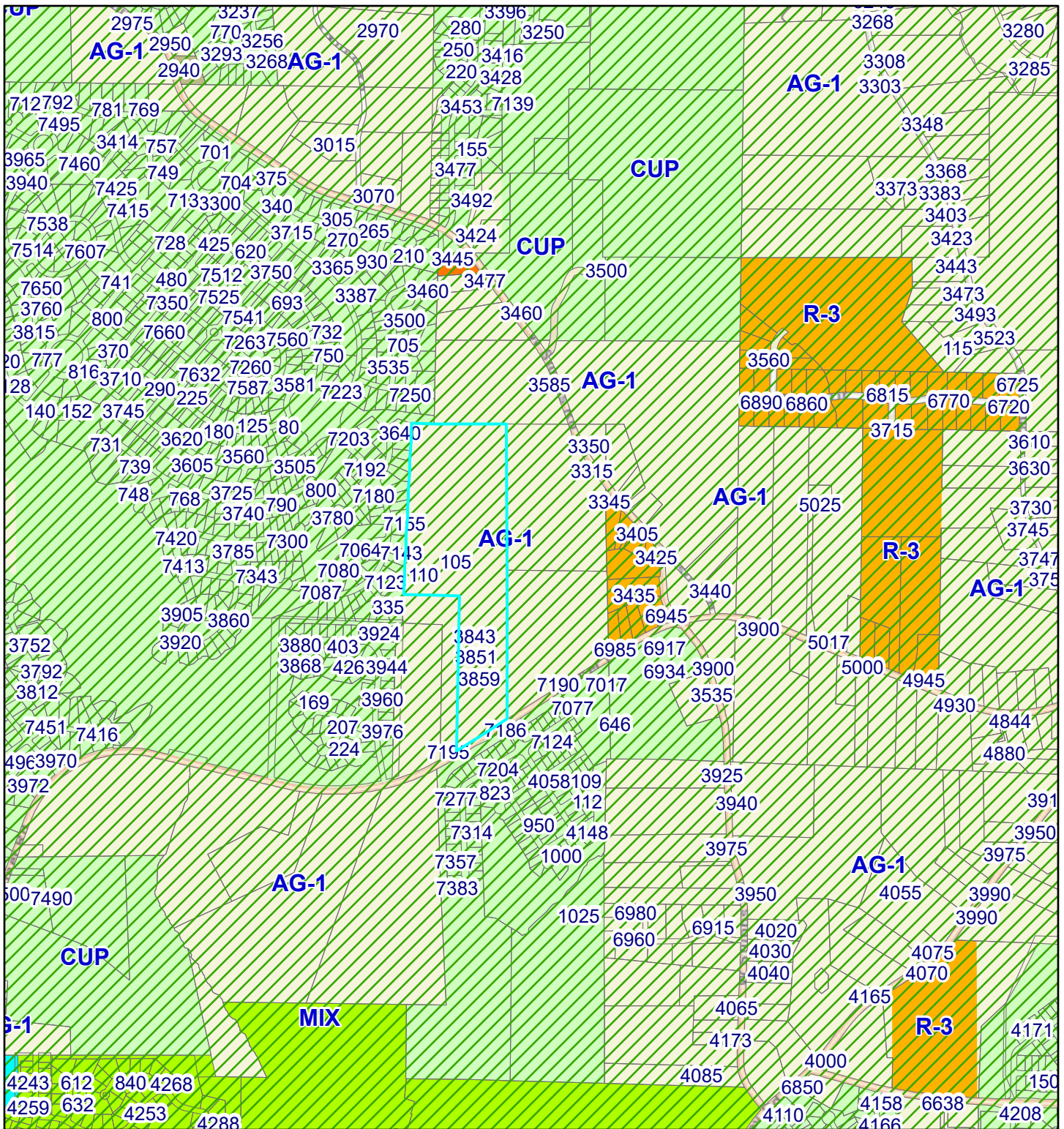
REVIEWED BY: Shayla Reed, Director, CDRA

PROPOSED CONDITIONS FOR PROTERRA
CUP Revised 4.5.2021

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

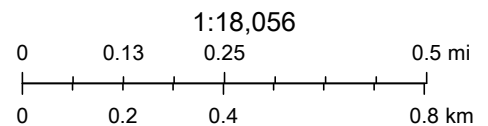
1-story ranch units: 2,000 sq. ft.
2-story units: 2,700 sq. ft.
3. The community shall have an internal sidewalk system on both sides of the street, which system connects into the public sidewalk system to be installed along Butner Road and W. Stubbs.
4. The recreational area shall include a swimming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

COSF ArcGIS Web Map



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

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



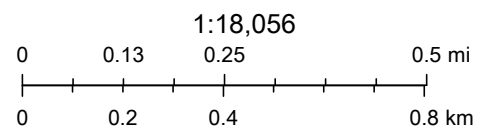
Esri, HERE, Garmin, INCREMENT P, NGA, USGS

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Address Points City Limits

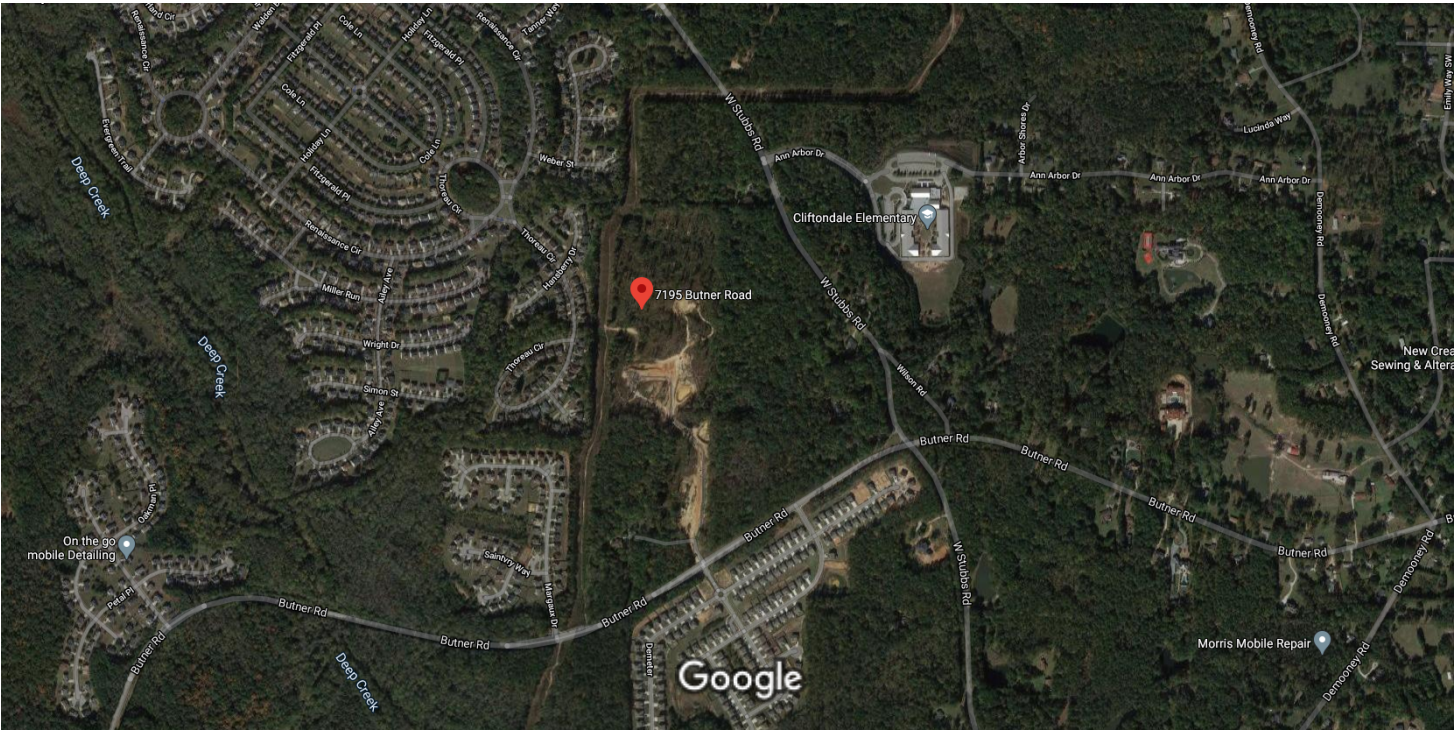
Overlay Districts 2035 Future Land Use

County Parcels All Rural Neighborhood



Page 102 of 569
City of South Fulton | May 25, 2021

Google Maps 7195 Butner Rd



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

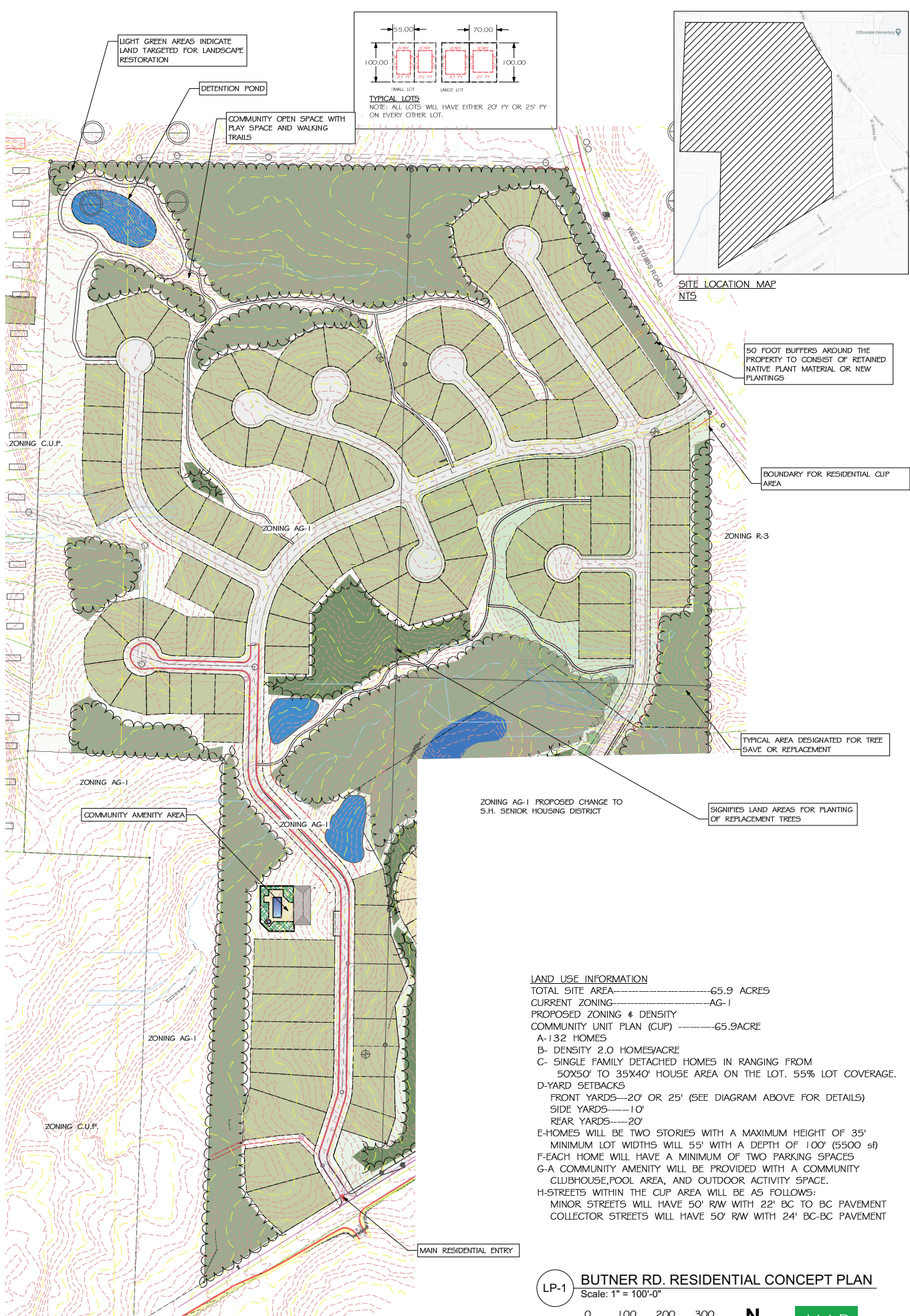


7195 Butner Rd
College Park, GA 30349

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

M94H+89 College Park, Georgia

Photos





SINGLE FAMILY DETTACHED 1



SINGLE FAMILY DETTACHED 2



SINGLE FAMILY DETTACHED 3

March 17, 2021

VIA EMAIL

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

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

Dear Nathan:

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

Regards,



Michele L. Battle

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

AMENDED AND RESTATED
LETTER OF INTENT AND
IMPACT ANALYSIS

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

Rezoning Application pursuant to
the City of South Fulton Zoning Ordinance

by

Proterra Development, LLC (the “Applicant”)

For

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

Submitted for Applicant by:

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

I. LETTER OF INTENT

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

II. IMPACT ANALYSIS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NOTICE OF PRESERVATION OF CONSTITUTIONAL RIGHTS

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

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

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

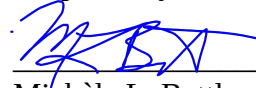
A refusal by the City of South Fulton City Council to rezone the Subject Property to the classification as requested or issue the special land use permit requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and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

IV. CONCLUSION

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

This 17th day of March, 2021.

Respectfully submitted,



Michèle L. Battle
Attorney For Applicant



PUBLIC PARTICIPATION PLAN REPORT FORM E

Applicant: Proterra Petition No. _____

Date: December 8,, 2020

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

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

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

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

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

PW: 987425

3. The following issues and concerns were expressed:

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

Density would increase traffic.

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

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

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

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

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

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

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

Attach additional sheets as needed.



PUBLIC PARTICIPATION PLAN REPORT FORM E

Applicant: Proterra Petition No. _____

Date: January 4, 2021

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

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

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

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

Register in advance for this meeting:

<https://us02web.zoom.us/join/zoom-join?from=register&meetingRefId=tZwvdeqtpzwsE9VRHInszsux6nmUy27XCqPtk>

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

14F0155 LL0579 (7195 Butner Rd);

TAX PARCEL IDENTIFICATION NUMBER(S): 14F-0155LL-053-8 (3315 West Stubbs Rd)

SECTION I

REZONING REQUEST

Office use only:

ZONING CASE #: _____ ROAD FRONTAGE: _____

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

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

Existing Zoning(s)

Proposed Zoning(s)

SECTION II

USE PERMIT REQUEST

Office use only:

USE PERMIT CASE # _____ ROAD FRONTAGE: _____

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

CURRENT ZONING: _____

USE PERMIT REQUEST: _____

SECTION IV

OWNER/PETITIONER

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

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

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

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

Sworn to and subscribed before me this the

22nd Day of October 2020

JANET JENNINGS
NOTARY PUBLIC

404.707.7775

PHONE NUMBER



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

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

Sworn to and subscribed before me this the

22nd Day of October 2020

JANET JENNINGS
NOTARY PUBLIC

404.707.7775

PHONE NUMBER



SECTION V

ATTORNEY / AGENT

Check One: ☒ Attorney ☐ Agent

Michele L. Battle
TYPE OR PRINT ATTORNEY / AGENT NAME
SIGNATURE OF ATTORNEY / AGENT
One West Court Square, Suite 750
ADDRESS
Decatur, GA 30030
CITY & STATE ZIP CODE
PETITIONER'S SIGNATURE

mlb@battlelawpc.com

EMAIL ADDRESS

404.601.7616

PHONE NUMBER

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

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

Sworn to and subscribed before me this the

23 Day of October 2020
NOTARY PUBLIC

404 735 2286
PHONE NUMBER



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

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

Sworn to and subscribed before me this the

Day of 20
NOTARY PUBLIC

404.707.7775
PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: ☒ Attorney ☐ Agent

Michele L. Battle
TYPE OR PRINT ATTORNEY / AGENT NAME

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

mlb@battlelawpc.com
EMAIL ADDRESS

PETITIONER'S SIGNATURE

404.601.7616
PHONE NUMBER



ENVIRONMENTAL SITE ANALYSIS (ESA) FORM A

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

ESA Revision Number: _____

Applicant: Proterra Development LLC Phone Number: 404.601.7616

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

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

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

a. Wetlands

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

b. Floodplain

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

c. Streams/stream buffers

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

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

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

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

Environmental Site Analysis (ESA)

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

Conformance with Comprehensive Plan.

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

Environmental Impacts of the Proposed Project.

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

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

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

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

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

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

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

Project Implementation Measures

(a) Protection of environmentally sensitive areas.

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

(b) Protection of water quality.

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

(c) Minimization of negative impacts on existing infrastructure.

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

(d) Minimization on archeological/historically significant area.

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

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

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

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

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

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

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

(h) Protection of parks and recreational green space.

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

(i) Minimization of impacts to wildlife habitats.

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



IMPACT ANALYSIS FORM B

Applicant: Proterra Development LLC

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

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

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

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

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

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

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

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

Attach additional sheets as needed.



DISCLOSURE REPORT FORM C

Office use only:

REZONING PETITION #: _____ CITY COUNCIL MEETING DATE: _____

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

CIRCLE ONE:

YES

NO

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

If the answer is NO, complete only section 4.

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

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

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

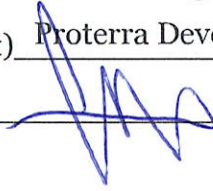
2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: _____

3. CAMPAIGN CONTRIBUTIONS:

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

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

Name (print) Proterra Development LLC

Signature:  Date: 10.22.2020

PUBLIC PARTICIPATION PLAN FORM D

Applicant: Proterra Development LLC

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

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

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

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

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

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

Attach additional sheets as needed.



SITE PLAN CHECKLIST FORM F

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

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

PRE-APPLICATION REVIEW FORM

Office use only:

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

Staff signature: _____ Date: _____

Planning Division

Community Development and Regulatory Affairs

Staff printed name: _____

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

Applicant signature: _____

Date: 10.22.2020

Applicant printed name: Proterra Development LLC



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

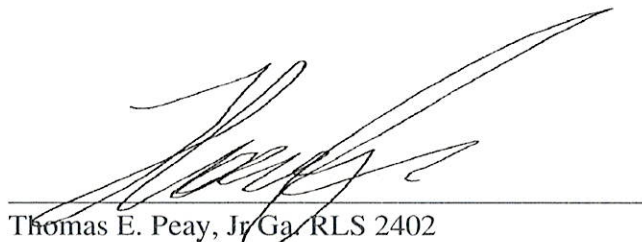
THENCE proceed along a curve to the left having a Radius of 265.68 feet and an arc length of 14.06 feet being subtended by a cord that bears S 45-19-16 E a chord distance of 14.06 to a point;

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

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

Tract described herein containing an Area OF 59.90 Acres.

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



Thomas E. Peay, Jr. Ga. RLS 2402

For the Firm of Frontline Surveying & Mapping, Inc.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Vesting Deed-7195 Butner Rd

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

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

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

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF Gwinnett

File #: 18-4639S

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

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

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

Urveco Dos, LLC, a Georgia limited liability company,

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

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

SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED.

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

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

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

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

Signed, sealed and delivered in the presence of:

Witness

Notary Public

SEAL/My Commission Expires:



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

EXHIBIT "A"

LEGAL DESCRIPTION

FILENUMBER: 18-4639S

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

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

Subject to any Easements or Restrictions of Record.

PURCHASE AND SALE AGREEMENT

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

RECITALS

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

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

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

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 Thousand and no/100 Dollars (\$25,000) will become non-refundable immediately and release to seller with an executed easement agreement (half of an acre) and modified as required by the City of South South Fulton, the other will be non-refundable after the due diligence period ends

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

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

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

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

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

2. Agreement to Sell and Purchase.

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

3. Purchase Price; Deposit.

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

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

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

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

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

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

5. Closing Date.

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

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

6. Conveyance.

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

7. Expenses.

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

8. Taxes and Other Prorations.

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

9. Title and Survey.

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

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

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

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

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

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

11. **Seller Representations and Warranties.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Purchaser Covenants and Agreements.**

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

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

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

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

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

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

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

14. **Conditions of Closing.**

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

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

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

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

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

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

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

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

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

(vi) Seller shall have obtained the Entitlements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **Default and Remedies.**

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

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

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

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

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

17. **Parties Bound.**

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

18. **Applicable Law.**

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

19. **Brokerage Relationship and Commission.**

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

20. **Possession.**

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

21. **Merger.**

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

22. **Final Agreement.**

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

23. **Notices.**

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

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

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

24. Assignment.

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

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

25. Casualty and Condemnation.

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

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

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

26. **Weekends and Holidays.**

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

27. **Counterparts.**

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

28. **Headings.**

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

29. **Interpretation.**

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

30. **Time of the Essence.**

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

31. **Severability.**

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

32. **Further Documents.**

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

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

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

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

34. **Waiver of Jury Trial.**

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

35. **Escrow Instructions.**

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

36. **Tax Free Exchange.**

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

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

37. **Confidentiality.**

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

38. **Recitals.**

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

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

SIGNATURE PAGES TO FOLLOW

PURCHASER:

MDA INVESTMENTS, LLC

By: _____
Name: MARCELO ARGONDE
Its: member

SELLER:

OTAC DEVELOPMENT GROUP, LLC

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

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

(see attached)

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

BEGINNING at the iron pin set on the North line of Land Lot 155, Said pin located 719 Feet East of the Northwest corner of said Land Lot, as measured along the North Land Lot Line running thence east along said Land Lot line, 397.53 Feet to an iron pin on the set Southwest side of West Stubbs Road, Thence Southeast along the Southwest side of West Stubbs Road, 724.29 Feet to an iron pin set, thence South 00 degrees 44 minutes 31 seconds East, 503.69 feet to an iron pin found; thence South 00 degrees 39 minutes 14 seconds East, 193.45 feet to an iron pin set, thence North 89 degrees 15 minutes 00 seconds West, 797.74 feet to an iron pin set, thence North 00 degrees 45 minutes 00 seconds East, 1301.75 feet to an iron pin set on the North line of Land Lot 155 and the "POINT OF BEGINNING"

AND

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

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

Parcel ID Number: 14F-0155-11-060

EXHIBIT B

SITE PLAN

(see attached)

EXHIBIT C

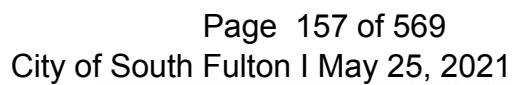
DUE DILIGENCE MATERIALS

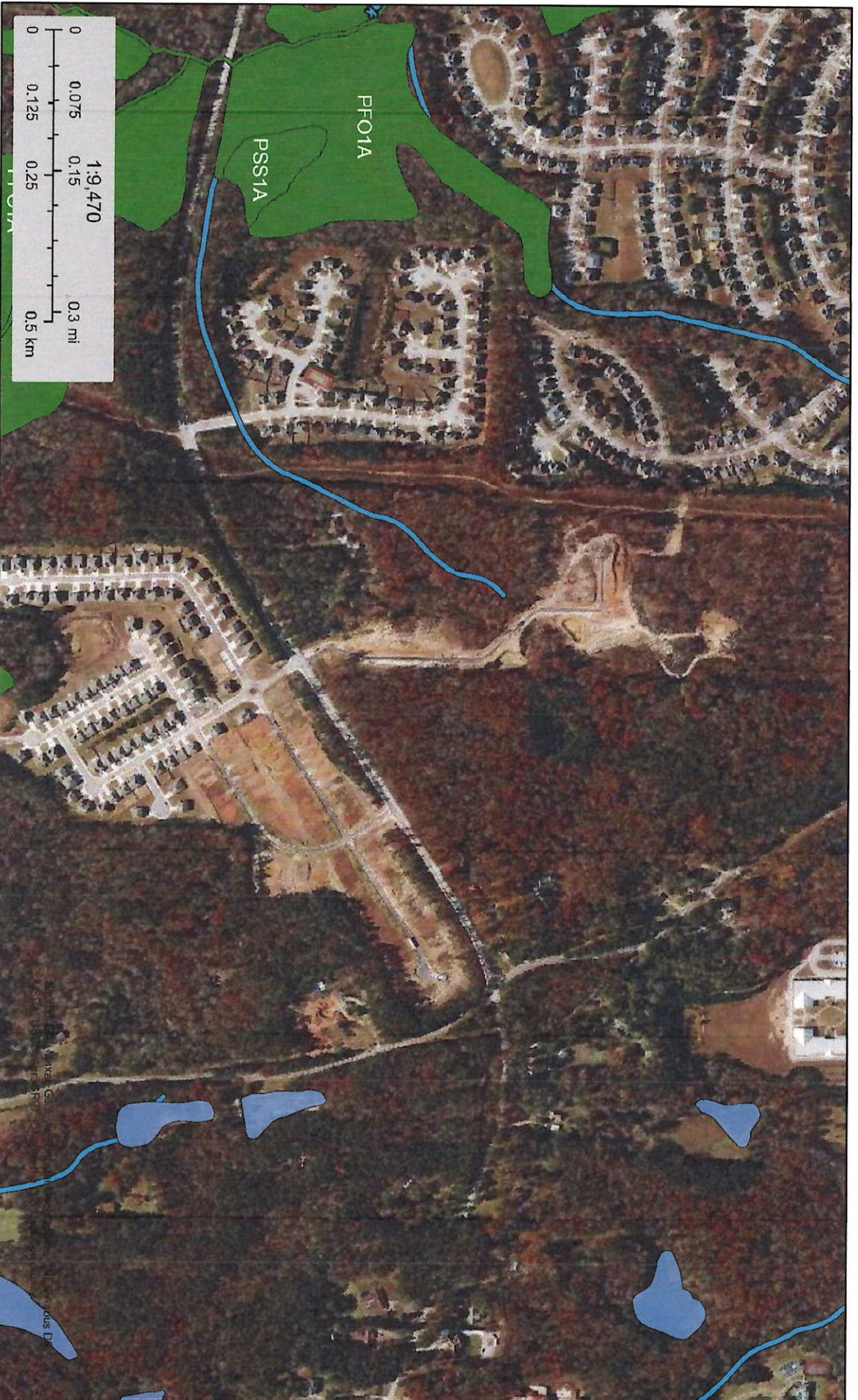
1. Existing survey, if any.
2. Most current Property real estate tax bills, assessments and value renditions.

EXHIBIT D
FORM OF LIMITED WARRANTY DEED

(see attached)







July 20, 2020

Wetlands

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

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



SINGLE FAMILY DETACHED 1 2000 SQUARE FEET



SINGLE FAMILY DETACHED 2 1800 SQUARE FEET



SINGLE FAMILY DETACHED 3 2400 SQUARE FEET



SINGLE FAMILY ATTACHED 960 SQUARE FEET



felipe@proterra.us

TEL: 404 857 1369
FAX 404 973 2167

133 Johnson Ferry Road suite 115
Marietta Georgia

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
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: May 25, 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	5/20/2021
7195 Butner Rd 009 staff report FINAL FOR COUNCIL 5.25.21	Cover Memo	5/20/2021

Z20-009

Rezoning Request

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

City Council Meeting
City of South Fulton
May 25, 2021



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

- Case -009 is a proposed rezoning from AG-1 to SH for the purpose of developing a Senior Living development
- No changes from the May 11 Zoning Hearing
- Staff recommendation is for Approval
- Planning Commission recommendation is for 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: Z20-009 and CV20-001 for 7195 Butner, o W Stubbs, and 3315 W Stubbs Rd

MEETING DATE: May 25, 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 on both

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:	<u>North</u> : CUP and AG-1 <u>South</u> : CUP and AG-1 <u>East</u> : CUP, AG-1, and R-3 <u>West</u> : CUP and AG-1
2035 Future Land Use Designation:	<u>Character Type</u> : Rural Neighborhood <u>Land Uses</u> : Agricultural, Forestry and Estate Residential, Residential 1 Unit or Less per acre, 1 to 2 Units per acre, Open Space, Public, Semi-Public and Institutional <u>Zonings</u> : R-2A, CUP, NUP, 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:	<u>Street</u> : 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;

Z20-009 and CV20-001 for 7195 Butner, 0 W Stubbs, and 3315 W Stubbs Rd
May 25, 2021
Page 3 of 5

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: Requested information, none provided.

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: Requested information, none provided.

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.

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

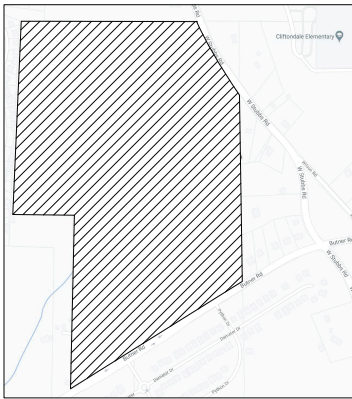
Revised 4.5.2021

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:

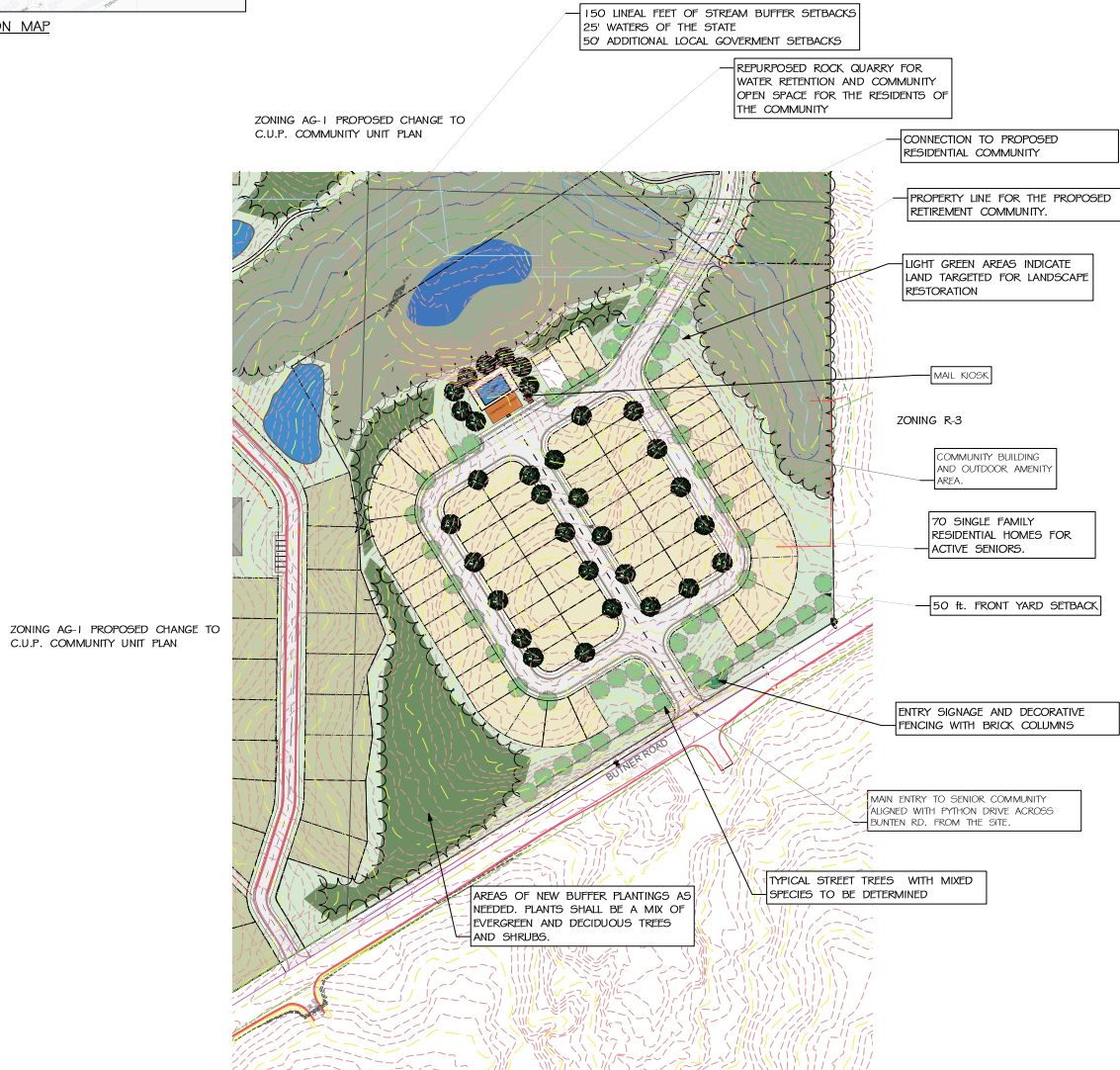
1-story ranch units:	1,600 sq. ft.
2-story units:	2,700 sq. ft.
3. The units shall be 100% occupied by persons who are 55 years of age or older. Agreements, covenants, declarations, and other contracts which govern the use, maintenance, and protection of the development among its owners' areas shall 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

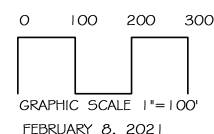
PROPOSED ZONING & DENSITY

SENIOR HOUSING DISTRICT AREA-----17.5 ACRES
THE DISTRICT WILL HAVE A TOTAL OF 70 SINGLE FAMILY DETACHED HOUSES.
THERE IS ALSO A COMMUNITY 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"

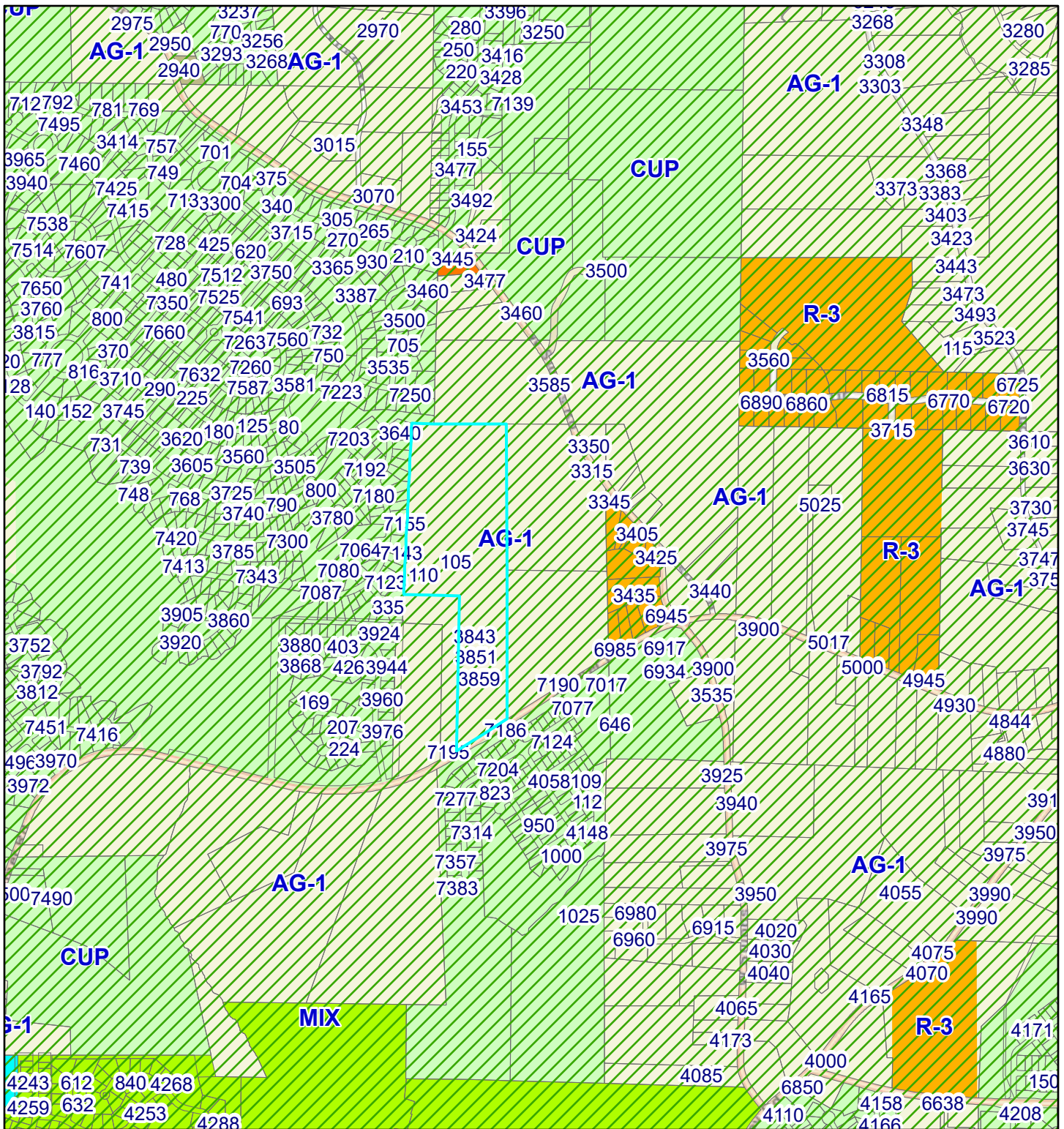
DEVELOPER:
PROTERRA DEVELOPMENT
133 JOHNSON FERRY RD., SUITE 500
MARIETTA, GA 30060
CONTACT: FELIPE CASTELLANOS
PHONE: (404) 707-7775

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



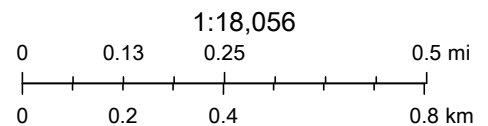
JON M. DAVIS, RLA
LANDSCAPE ARCHITECTS/LAND PLANNERS
2355 MURFIELD WAY
DULUTH, GA 30096
PHONE 678-427-8928
EMAIL jonmdavis@jcomcad.net

COSF ArcGIS Web Map



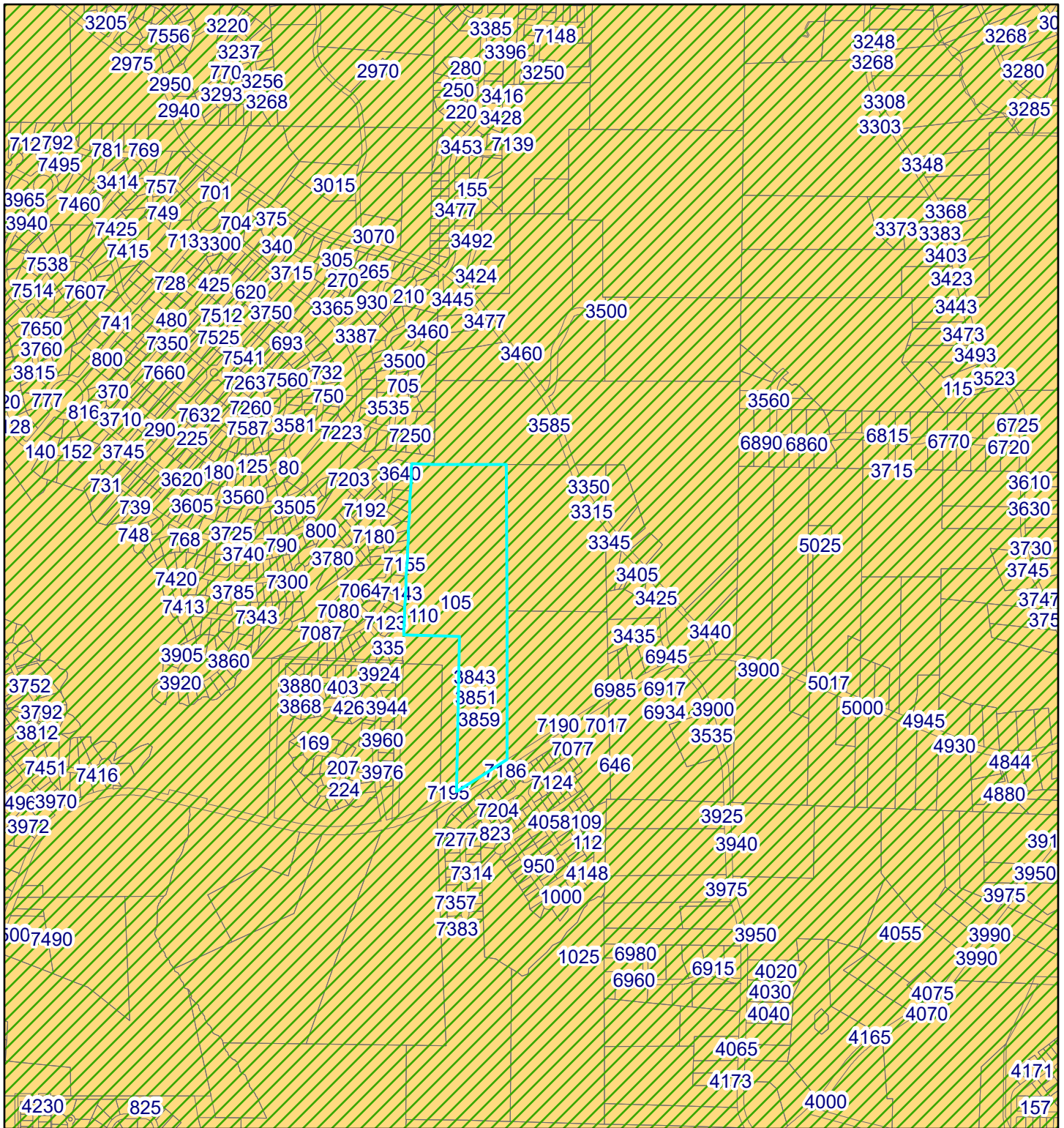
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- Address Points
- Overlay Districts
- County Parcels All
- City Limits
- Current Zoning
- AG-1 (Agricultural)
- CUP (Community Unit Plan)
- MIX (Mixed Use)
- R-3 (Single Family Dwelling)
- R-3A (Single Family Dwelling)
- R-4 (Single Family Dwelling)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



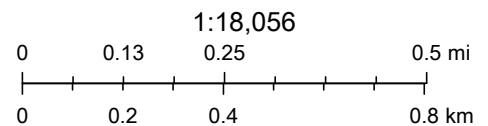
Esri, HERE, Garmin, INCREMENT P, NGA, USGS

COSF ArcGIS Web Map



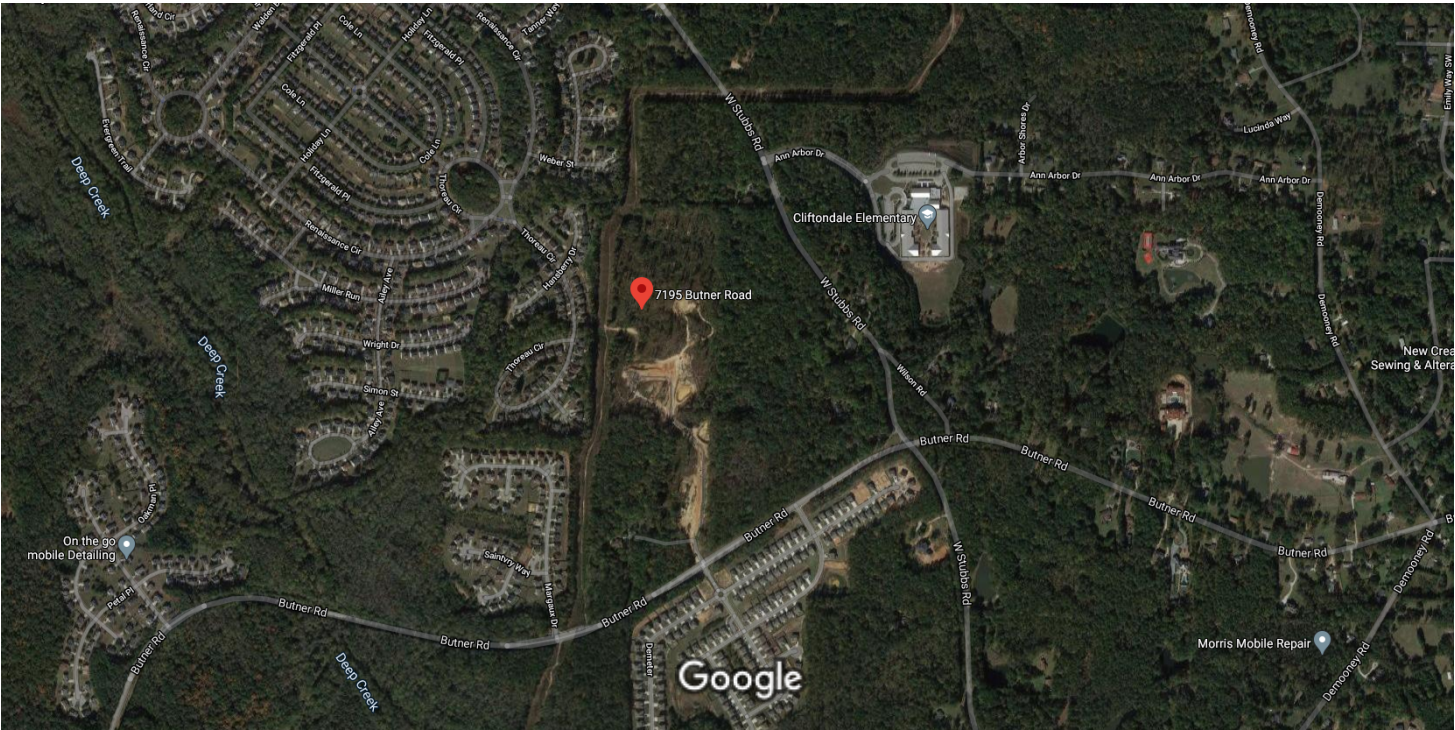
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- Address Points
- City Limits
- Overlay Districts
- County Parcels All
- 2035 Future Land Use
- Rural Neighborhood



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

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



Sec. 404 Requirements Specific to Certain Zoning Districts.

- (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.

Sec. 404 Requirements Specific to Certain Zoning Districts.

- (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.

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 Cliftdale 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 housing 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

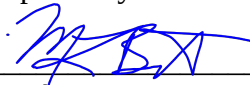
be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth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



Michèle 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.



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 (o West Stubbs Rd)

SECTION I

REZONING REQUEST

Office use only:

ZONING CASE #: _____ ROAD FRONTAGE: _____

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

Sworn to and subscribed before me this the

22nd Day of October 2020
Janet Jennings
NOTARY PUBLIC

404.707.7775
PHONE NUMBER

**PART 2.**

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

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

Sworn to and subscribed before me this the

22nd Day of October 2020
Janet Jennings
NOTARY PUBLIC

404.707.7775
PHONE NUMBER

**SECTION V****ATTORNEY / AGENT**

Check One: ☒ Attorney ☐ Agent

Michele L. Battle
TYPE OR PRINT ATTORNEY / AGENT NAME
SIGNATURE OF ATTORNEY / AGENT
One West Court Square, Suite 750
ADDRESS
Decatur, GA 30030
CITY & STATE ZIP CODE
PETITIONER'S SIGNATURE

mlb@battlelawpc.com
EMAIL ADDRESS

404.601.7616
PHONE NUMBER

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

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

Sworn to and subscribed before me this the

23 Day of October 20 20

NOTARY PUBLIC

404 735 2286
PHONE NUMBER



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

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

Sworn to and subscribed before me this the

Day of 20

NOTARY PUBLIC

404.707.7775
PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: ☒ Attorney ☐ Agent

Michele L. Battle

TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

One West Court Square, Suite 750

ADDRESS

Decatur, GA 30030

CITY & STATE

ZIP CODE

PETITIONER'S SIGNATURE

mlb@battlelawpc.com

EMAIL ADDRESS

404.601.7616

PHONE NUMBER

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

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

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

NOTARY PUBLIC

PHONE NUMBER

PART 2.

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

Protterra 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@protterra.us
EMAIL ADDRESS

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

NOTARY PUBLIC

404.707.7775
PHONE NUMBER



SECTION V

ATTORNEY / AGENT

Check One: ☒ Attorney ☐ Agent

Michele L. Battle
TYPE OR PRINT ATTORNEY / AGENT NAME
SIGNATURE OF ATTORNEY / AGENT
One West Court Square, Suite 750
ADDRESS
Decatur, GA 30030
CITY & STATE ZIP CODE
PETITIONER'S SIGNATURE

mlb@battlelawpc.com

EMAIL ADDRESS

404.601.7616

PHONE NUMBER



ENVIRONMENTAL SITE ANALYSIS (ESA) FORM A

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

ESA Revision Number: _____

Applicant: Proterra Development LLC Phone Number: 404.601.7616

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

Describe how the project conforms to the Comprehensive Land Use Plan. Include the portion of the Comprehensive Plan Land Use Map which supports the project's conformity to the Plan. Evaluate the proposed project with respect to the land use suggestion of the Comprehensive Plan as well as any pertinent Plan policies. Information regarding Fulton County's Comprehensive Plan may be found online at www.fultoncountyga.gov/fcpsd-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/fcpsd-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/fcpsd-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 1/4 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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Vesting Deed - 3315 West
Stubbs Rd

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

Recording requested by: Carolyn Cato

Space above reserved for use by Record's Office

When recorded, mail to:

Carolyn Cato

4919 Flat Shoals Pkwy 107B #182

Decatur, GA 30034

Tax Parcel: 14F-0155-LL-000-053

Document prepared by:

LaSonya Cato

3853 Glen Park Dr

Lithonia, GA 30038

Quit Claim Deed

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

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

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

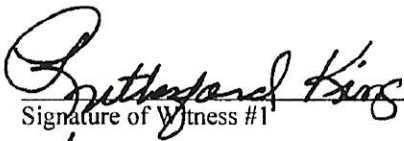
BEGINNING at the iron pin set on the North line of Land Lot 155, Said pin located 719 Feet East of the Northwest corner of said Land Lot, as measured along the North Land Lot Line running thence east along said Land Lot line, 397.53 Feet to an iron pin on the set Southwest side of West Stubbs Road; Thence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

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

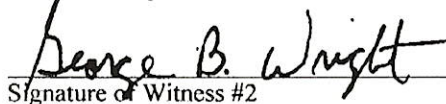
Dated: 6/10/11


Signature of Grantor

Kevin Cato
Name of Grantor

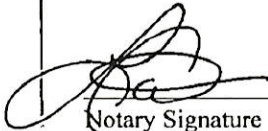

Signature of Witness #1

Rutherford King
Printed Name of Witness #1


Signature of Witness #2

GEORGE B. WRIGHT
Printed Name of Witness #2

State of Georgia County of DeKalb
On June 10, 2011, the Grantor Kevin 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

Send all tax statements to Grantee.

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

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

Space above reserved for use by Record's Office

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

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

Parcel ID Number: 14F-0155-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.

Dated: 6-10-11

[Signature]
Signature of Grantor

Kevin Cato
Name of Grantor

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

[Signature] GEORGE B. WRIGHT
Signature of Witness #2 Printed Name of Witness #2

State of Georgia County of DeKalb
On June 10, 2011, the Grantor, Kevin 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.

[Signature]
Notary Signature

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

Lezanya Sharnell Cato
Notary Public
DeKalb County, Georgia
My Comm. Expires
05/26/2015

Send all tax statements to Grantee.

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 Thousand and no/100 Dollars (\$25,000) will become non-refundable immediately and release to seller with an executed easement agreement (half of an acre) and modified as required by the City of South South Fulton, the other will be non-refundable after the due diligence period ends

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

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

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

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

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

2. Agreement to Sell and Purchase.

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

3. Purchase Price; Deposit.

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

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

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

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

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

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

5. Closing Date.

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

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

6. Conveyance.

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

7. Expenses.

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

8. Taxes and Other Prorations.

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

9. Title and Survey.

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

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

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

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

10. Seller Covenants and Agreements; Possession.

Seller hereby covenants and agrees, at the sole cost and expense of Seller as part consideration under this Agreement, (i) to deliver possession of the Property to Purchaser no later than Closing, and (ii) to not enter into any mortgage or financing in regard to the Property from the Effective date through Closing, and (iii) to not enter into any lease for any portion of the Property from the Effective Date through the Closing, and (iv) to cause the Property to be zoned, entitled and permitted (beyond all applicable appeal periods) for the construction, use and operation, and (v) for rezoning and connection of both properties and the benefits of the buyer and seller on the goal of achieving rezoning of both properties joint together from AG1 to CPU1 a road easement is required, (with the reasonable cooperation of Purchaser) (the "Entitlements"); and (v) to maintain Seller's insurance now in effect for the Property; and (vi) to not modify any other agreement or contract for the Property, the term of which would extend beyond the Closing or which would impose any burden or obligation on Purchaser after Closing.

11. Seller Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Purchaser Covenants and Agreements.

Purchaser hereby covenants and agrees, at the sole cost and expense of Purchaser as part consideration under this Agreement, (i) to retain all the design professionals necessary to obtain and complete the rezoning to C-1 and issuance of a land disturbance permit by the City of South South Fulton, and (ii) to hold harmless of any liability of any future liens or debts that may acquire in the process of obtaining necessary approval by South Fulton County, and (iii) to receive approval from Seller (not to be unreasonably withheld or delayed) on the proposed LDP approved by South South Fulton County, and (iv) that no work will be done until the closing of this Agreement.

13. Purchaser's Representations and Warranties.

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

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

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

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

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

14. Conditions of Closing.

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

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

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

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

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

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

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

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

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

(vi) Seller shall have obtained the Entitlements;

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

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

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

15. Items to be Delivered at Closing.

(a) At or prior to Closing, Seller shall deliver to the Escrow Agent the following:

(i) the Deed;

(ii) a Bill of Sale with respect to Seller's personal property (if any) located at the Property;

(iii) an assignment of any and all assignable guaranties and warranties with respect to the Property;

(iv) an assignment of the Related Rights;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Default and Remedies.

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

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

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

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

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

17. Parties Bound.

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

18. Applicable Law.

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

19. Brokerage Relationship and Commission.

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

20. Possession.

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

21. Merger.

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

22. Final Agreement.

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

23. Notices.

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

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

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

24. Assignment.

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

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

25. Casualty and Condemnation.

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

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

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

26. Weekends and Holidays.

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

27. Counterparts.

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

28. Headings.

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

29. Interpretation.

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

30. Time of the Essence.

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

31. Severability.

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

32. Further Documents.

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

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

33. Attorney's Fees and Costs.

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

34. Waiver of Jury Trial.

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

35. Escrow Instructions.

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

36. Tax Free Exchange.

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

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

37. Confidentiality.

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

38. Recitals.

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

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

SIGNATURE PAGES TO FOLLOW

PURCHASER:

MDA INVESTMENTS, LLC

By: _____
Name: Manolo Acemendi
Its: member

SELLER:

OTAC DEVELOPMENT GROUP, LLC

By:  _____
Name: OTAC DEVELOPMENT GROUP, LLC
Its: 7/20/2020 11:20:14 AM EST

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

(see attached)

All show of a parcel of land being and being in Land Lot 155 of the 14th 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; thence running along the North Land Lot Line running thence east along said Land Lot line, 397.33 Feet to an iron pin on the site 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, 303.69 feet to an iron pin found; thence South 00 degrees 40 minutes 11 seconds East, 193.45 feet to an iron pin set; thence North 89 degrees 15 minutes 00 seconds West, 797.74 feet to an iron pin set; thence North 00 degrees 45 minutes 00 seconds East, 1301.75 feet to an iron pin set on the North line of Land Lot 155 and the "POINT OF BEGINNING"

AND

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 BEGIN THE POINT OF BEGINNING, Commencing at the Northwest corner of Land Lot 155; run thence East along said land lot line 719 feet to an iron pin set; thence South 00 degrees 45 minutes 00 seconds West, 1301.75 feet to an iron pin set and the TRUE POINT OF BEGINNING; running thence South 89 degrees 45 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 01 degrees 35 minutes 24 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 Butler Road; thence South 01 degrees 09 minutes 48 seconds East of 985.17 feet to an iron pin found; thence North 00 degrees 45 minutes 00 seconds East of 198.24 feet to an iron pin set and the point of beginning.
Plan of ID Number 141-0155-11,000

EXHIBIT B

SITE PLAN

(see attached)

EXHIBIT C

DUE DILIGENCE MATERIALS

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

EXHIBIT D
FORM OF LIMITED WARRANTY DEED

(see attached)





U.S. Fish and Wildlife Service

National Wetlands Inventory

Butner Road Project



July 20, 2020

Wetlands

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

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



SINGLE FAMILY DETACHED 1 2000 SQUARE FEET



SINGLE FAMILY DETACHED 2 1800 SQUARE FEET



SINGLE FAMILY DETACHED 3 2400 SQUARE FEET



SINGLE FAMILY ATTACHED 960 SQUARE FEET



felipe@proterra.us TEL: 404 857 1369 133 Johnson Ferry Road suite 115
FAX 404 973 2167 Marietta Georgia

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
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: May 25, 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
cv20-001	Cover Memo	5/20/2021

CV20-001

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

City Council Meeting
City of South Fulton
May 25, 2021



CV20-001: 7195 Butner, o W Stubbs,
and 3315 W Stubbs Rd.

- This is a concurrent variance for the Senior Living portion of the development
- The request is for a variance in the allowable age range from 62 and up to 55 and up
- No changes from the Zoning Hearing
- Staff recommendation is for Approval
- Planning Commission recommendation is for Denial

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: 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

DATE: May 25, 2021

SUBJECT: 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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
m21-003	Cover Memo	5/20/2021
0 reynolds rd M21-003 and CV21-001 staff report FINAL FOR COUNCIL 5.25.21	Cover Memo	5/20/2021

M21-003

Modification Request o Boat Rock Rd. (Rear)

City Council Meeting
City of South Fulton
May 25, 2021



M21-003: 0 Boat Rock Rd. (Rear)

- Petitioner is asking for two modifications to the existing zoning
- At the May 11 Zoning Hearing, the additional conditions of pitched roofs on the apartment buildings and a requirement for only senior housing were imposed and agreed upon
- Staff recommendation is for approval of the modifications

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: **M21-003 and CV21-001 for 0 Boat Rock Road Rear**

MEETING DATE: May 25, 2021

To consider an amendment to the Zoning Condition **2001Z-0079 (1e)** to remove the requirement for a 75-bed assisted living facility and replace it with a 230-unit senior apartment complex.

To consider an amendment to the Zoning Condition **2001Z-0079 (2a)** to modify the approved conceptual site plan.

To consider concurrent variances to allow for a 4-storey building (instead of a maximum of 3 stories) in the Sandtown Overlay, to allow for the stormwater retention facility to be built in a City setback and buffer area, and to allow for a parking shade island every 10 spaces (up from 5 spaces).

STAFF RECOMMENDATIONS: **APPROVAL** of the Modification request for senior apartments
APPROVAL of the Modification to the conceptual site plan
APPROVAL of the height variance
APPROVAL of the retention location variance
DENIAL of the parking island variance

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Cassius Coleman for Beverly J Searles Foundation 5030 Nesbit Ferry Lane Sandy Springs, GA 30350
Status of Applicant:	Developer/Owner
City Council District(s):	1
Parcel ID Number:	14F0108 LL0015
Area of Property:	21 acres
Current/Past Use of the Property:	This property is currently undeveloped.
Prior Zoning Cases/History:	2001Z-0079 a rezoning from CUP/R-3 to MIX. Approved with conditions. 2004ZM-004 a modification to the conceptual site plan. Approved.
Surrounding Zoning:	<u>North</u> : MIX (Mixed Use) <u>South</u> : MIX (Mixed Use) <u>East</u> : MIX (Mixed Use) <u>West</u> : SUB-A (Residential)
2035 Future Land Use Designation:	<u>Character Type</u> : Community Live-Work <u>Land Uses</u> : Live-Work Community, Public, Semi-Public and Institutional, Open Space. <u>Zonings</u> : MIX, C-1, C-2, O-I
Compatibility to the Fulton County 2035 Comprehensive Plan:	Yes. The proposed modifications and variances do align with the Comprehensive Future Land Use Designation.
Overlay District:	Sandtown
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: Camp Creek Pkwy Classification: Principal Arterial Road Type: State Public Transit: MARTA does serve the site. The closest bus stop is on the corner of Reynolds and Boat Rock. This is less than a quarter mile. Bike/Pedestrian Access: There are no sidewalks and bike lanes on Camp Creek or any adjacent street.

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

(see attached)

Proposed Site Plan:

(see attached)

CONDITION(S) TO BE MODIFIED:**2001Z-0079 (1e) states:**

No more than one assisted living facility limited to 75 units.

The petitioner is also requesting a modification to **Parcel F** of the original conceptual site plan to reflect the new submitted site 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.

PUBLIC PARTICIPATION

Two virtual meetings were held over Zoom. The dates for the meetings were April 1st and March 8th. The report is attached.

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

This developer is experienced with the type of housing product that is being proposed. It should also be noted that having a larger senior apartment building, as opposed to a smaller assisted living facility, will certainly result in a more active community. Additionally, the underlying use of an apartment building is allowed in the zoning.

Concerning the modification request for 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.

The following amenities were agreed upon during the public participation meetings with the community:

1. Salon/Barbershop
2. Computer Lab
3. Fitness Room
4. Theater
5. Lap Pool or other water feature
6. Outdoor Kitchen
7. Walking Trails
8. Gazebo/Pavillion
9. Garden

Concerning the concurrent variances:

The petitioner is asking for a variance to go from a maximum of three stories to four. This is not an unreasonable request, would not be a major difference in the appearance of the buildings, and would help ensure the commercial viability of the project. Staff recommends **APPROVAL** of the height variance. All overlay architectural guidelines would still be in effect.

At the May 11 Council Hearing, the additional condition of a pitched roof on the apartment buildings was imposed and agreed upon. Council also requested that the buildings only be used for senior apartments, and that was also agreed upon.

The petitioner is also asking for an allowance to place the stormwater retention facility in a buffer area. The intent of the buffering requirement in development regulations is to allow for sufficient spacing between uses to preserve the quality of the environment, built or natural. In most cases, buffers can exist without any adverse effects to the potential development of a site. Buffers will always remain permanently passive.

Staff is very aware of the important balance between enforcing development standards that protect the natural and built environment, while allowing the owner to get maximum use of their investment. In this case, the petitioner's request is reasonable. The buffer area on this site borders land that is in the floodplain, not other development. Locating the stormwater retention facility in an area that borders an undevelopable area would have no adverse effects on neighboring development, because in this case, there is none. For these reasons staff recommends **APPROVAL** of the retention location variance.

The last variance being requested is to reduce the tree island requirements in the parking lot from one per 5 spaces to one per 10. Given the importance of tree cover to reducing the heat island effect in parking areas, the importance of greenspace and landscaping to the Council, and the desires of the community to continue to preserve our natural environment, staff recommends **DENIAL** of the parking island variance. We have suggested to the petitioner that a redesign of their parking is not unreasonable or an administrative variance on the amount might be possible.

PREPARED BY:

Nathan Mai-Lombardo, Planning and Zoning Administrator

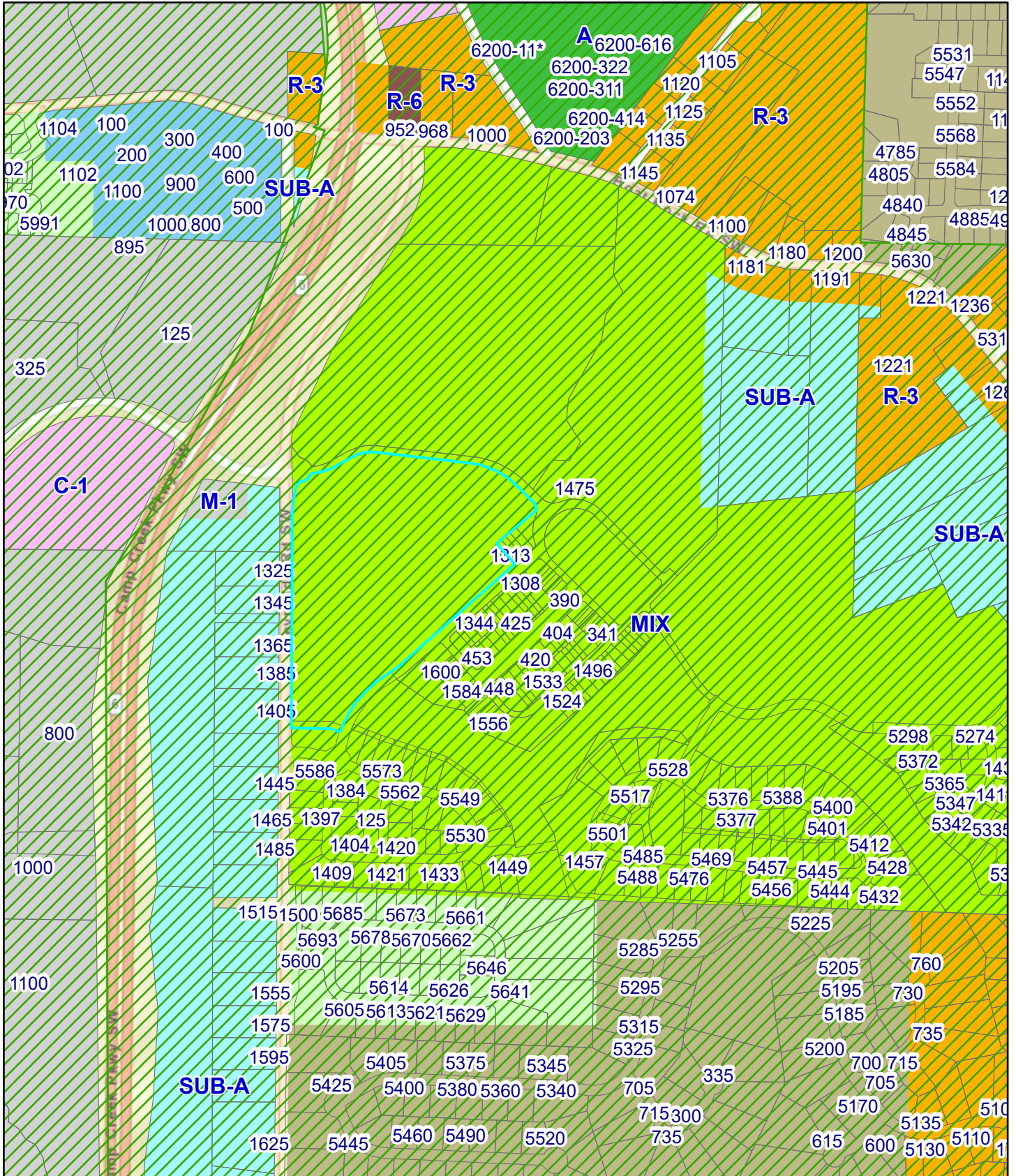
REVIEWED BY:

Shayla Reed, Director

MAYOR & COUNCIL ACTION

TBD

COSF ArcGIS Web Map



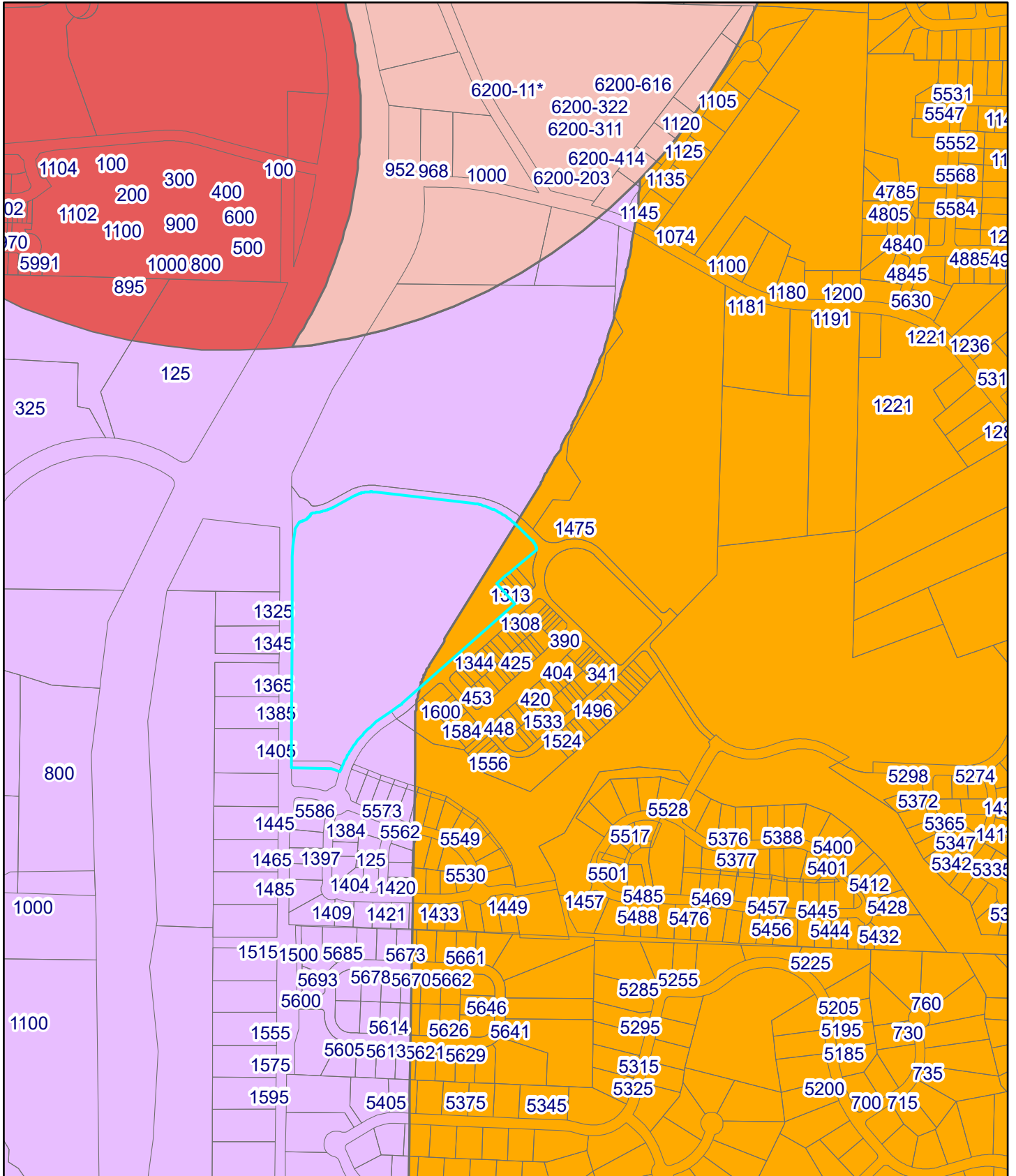
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- Address Points
- Overlay Districts
- County Parcels All
- City Limits
- Current Zoning
 - A (Medium Density Apartment)
 - A-1 (Apartment Dwelling)
 - C-1 (Limited Commercial)
 - CUP (Community Unit Plan)
 - M-1 (Light Industrial)
 - MIX (Mixed Use)
 - R-3 (Single Family Dwelling)
 - R-4 (Single Family Dwelling)
 - R-6 (Single Family Dwelling)
 - SUB-A (Single Family Dwelling)

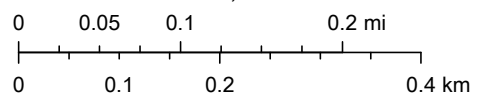
Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

COSF ArcGIS Web Map



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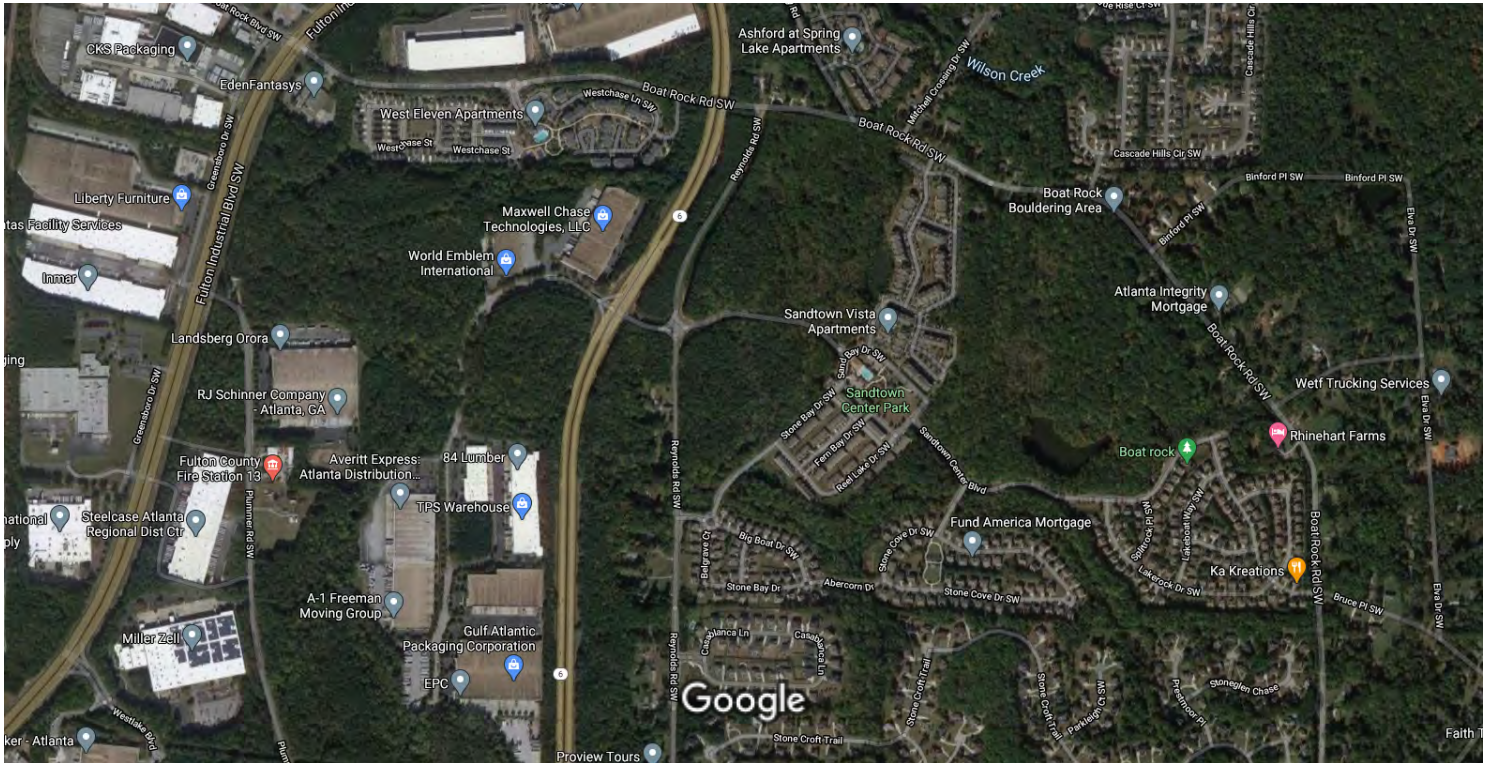
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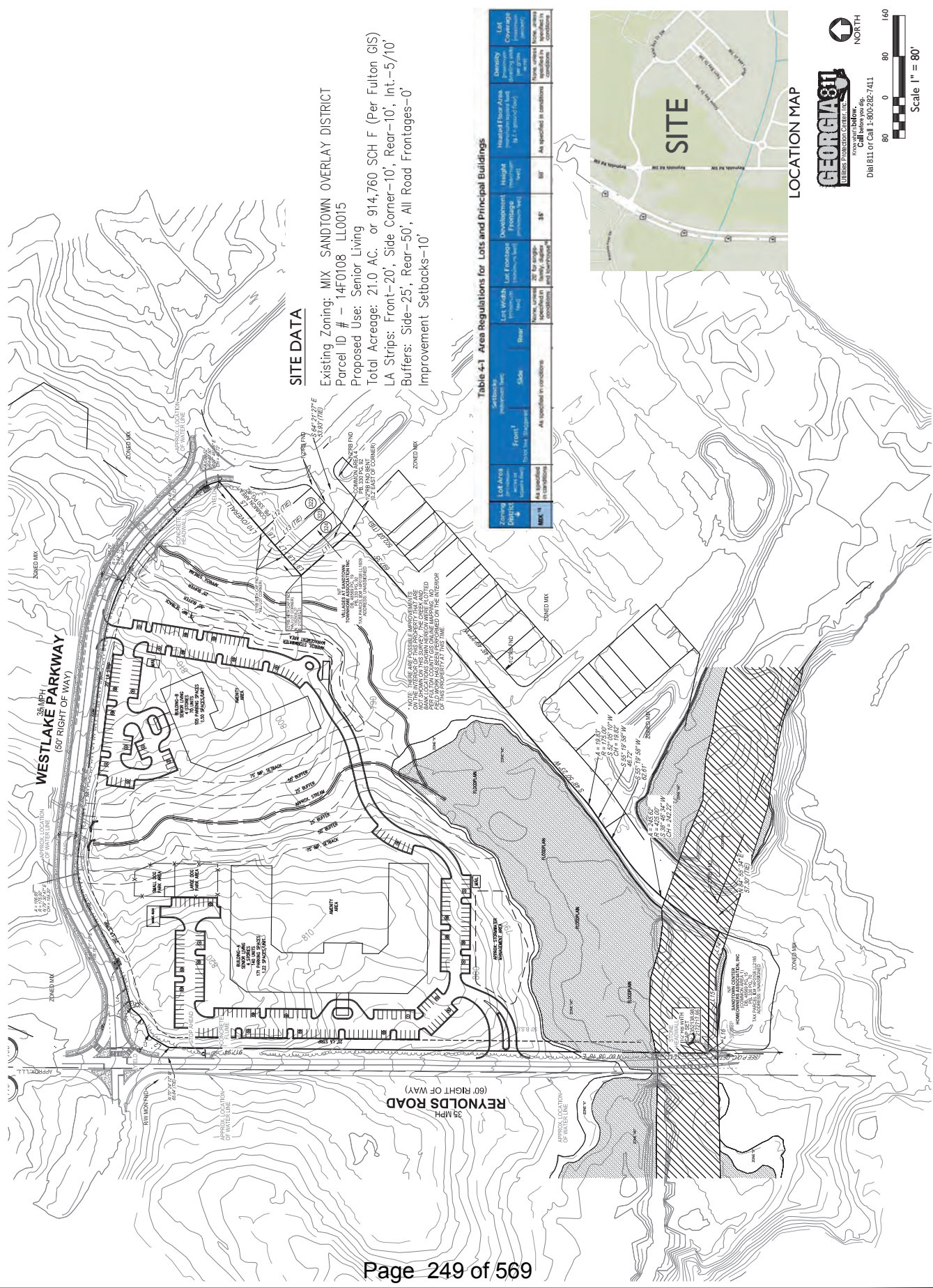
- Address Points
- County Parcels All
- City Limits
- 2035 Future Land Use
 - Community Live Work
 - Industrial Marketplace
 - Regional Live Work
 - Suburban Neighborhood

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

Web AppBuilder for ArcGIS
City of South Fulton, GA



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



SITE DATA

Existing Zoning: MIX SANDTOWN OVERLAY DISTRICT
 Parcel ID # - 14F0108 LL0015
 Proposed Use: Senior Living
 Total Acreage: 21.0 AC. or 914,760 SCH F (Per Fulton GIS)
 LA Strips: Front-20', Side Corner-10', Rear-10', Int.-5/10'
 Buffers: Side-25', Rear-50', All Road Frontages-0'
 Improvement Setbacks-10'

Table 4-1 Area Regulations for Lots and Principal Buildings

Setback	Front	Side	Rear	Lot Width	Lot Depth	Development	Height	Density	Lot
As specified in conditions	As specified in conditions	As specified in conditions	As specified in conditions	As specified in conditions	As specified in conditions	As specified in conditions	As specified in conditions	As specified in conditions	As specified in conditions



LOCATION MAP

GEORGIA 811
 UTILITY PROTECTION CENTRAL INC.
 www.811.org
 Call before you dig
 800 811 0711 or 1-800-282-7411

Scale 1" = 80'





PUBLIC PARTICIPATION PLAN FORM D

Applicant: Sanctuary 55 - Cassius Coleman

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 attachment

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 were mailed

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.)

Meeting was conducted via Zoom

Attach additional sheets as needed.



PUBLIC PARTICIPATION PLAN REPORT FORM E

Applicant: Sandfence 55 Petition No. _____
Cassius S. Coleman Date: 4/29/21

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

Please see attachment

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

April 1st, 2021 6:30 Virtual via Zoom
March 8th 2021 6:00 " " "

3. The following issues and concerns were expressed:

Increase in traffic, removal of trees, mix of
amenities and adequate parking

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

Seniors typically do not drive as much, we are preserving
quite a bit of tree due to topo issues, community gave input re
amenities, more than enough parking for mix 65% one bd.

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.

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: 270 gallons per day (gpd) per Age-restricted residential unit x 210 units = **56,700** gallons per day gpd

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

SEWER:

Basin: Wilson (Camp) Creek

Treatment Plant: Plant: Camp Creek (Fulton County Government)

Anticipated sewer demand: **51,030** gallons per day

There are three a sanitary sewer manholes along or within the southern property boundary of the 21.0 acre tract (0 Boat Rock Road (Parcel ID: 14F0108 LL0015)) (Sewer manholes # SMWC6900840 to # SMWC6900860) along an 8 inch sanitary sewer line in Land Lot 108, District 14FF.

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.

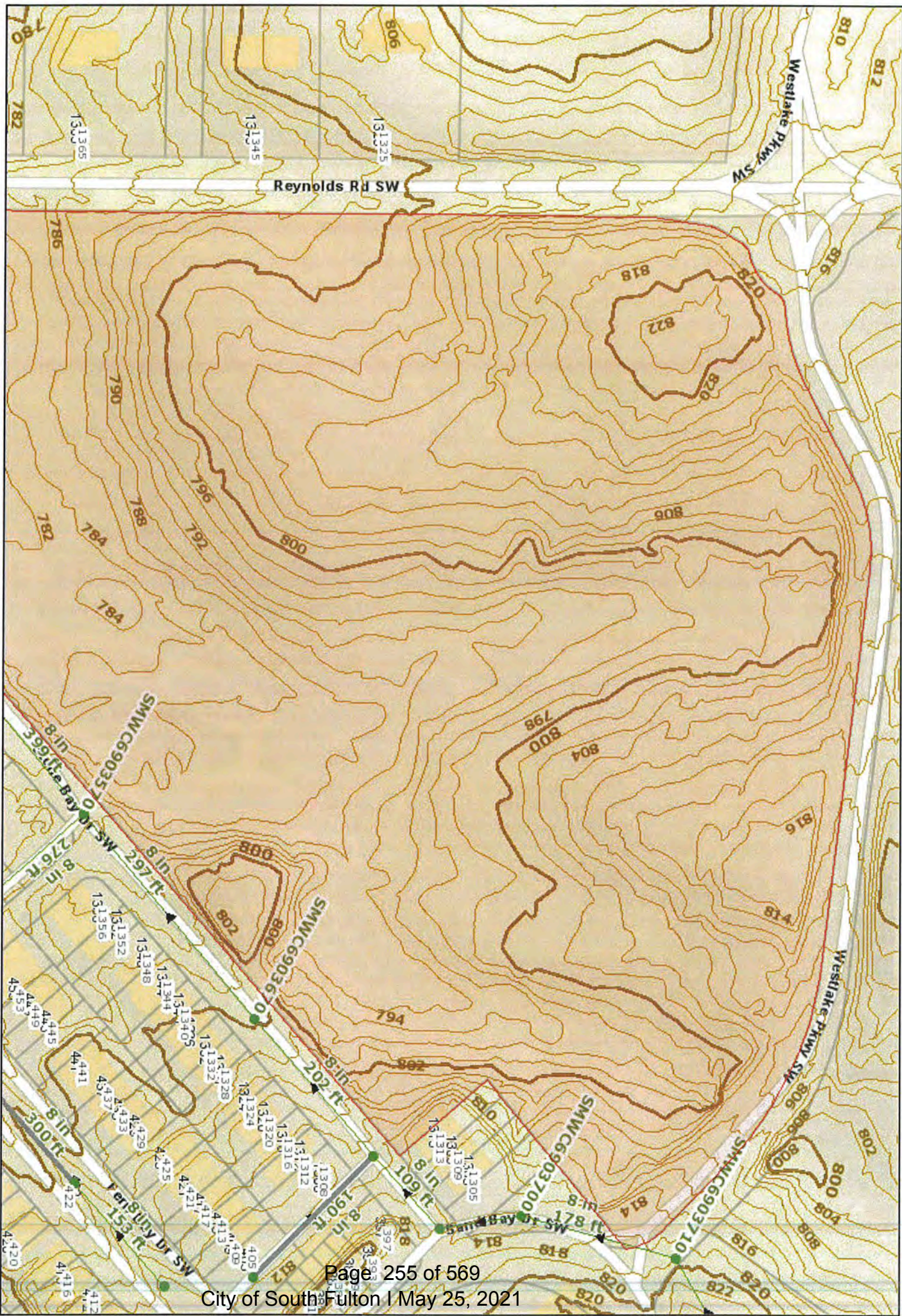


Date: 4/10/2021
Map Size: 8.5x11 (LETTER)

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



Prepared By:
GIS Section
Water Resources Department
Fulton County Government



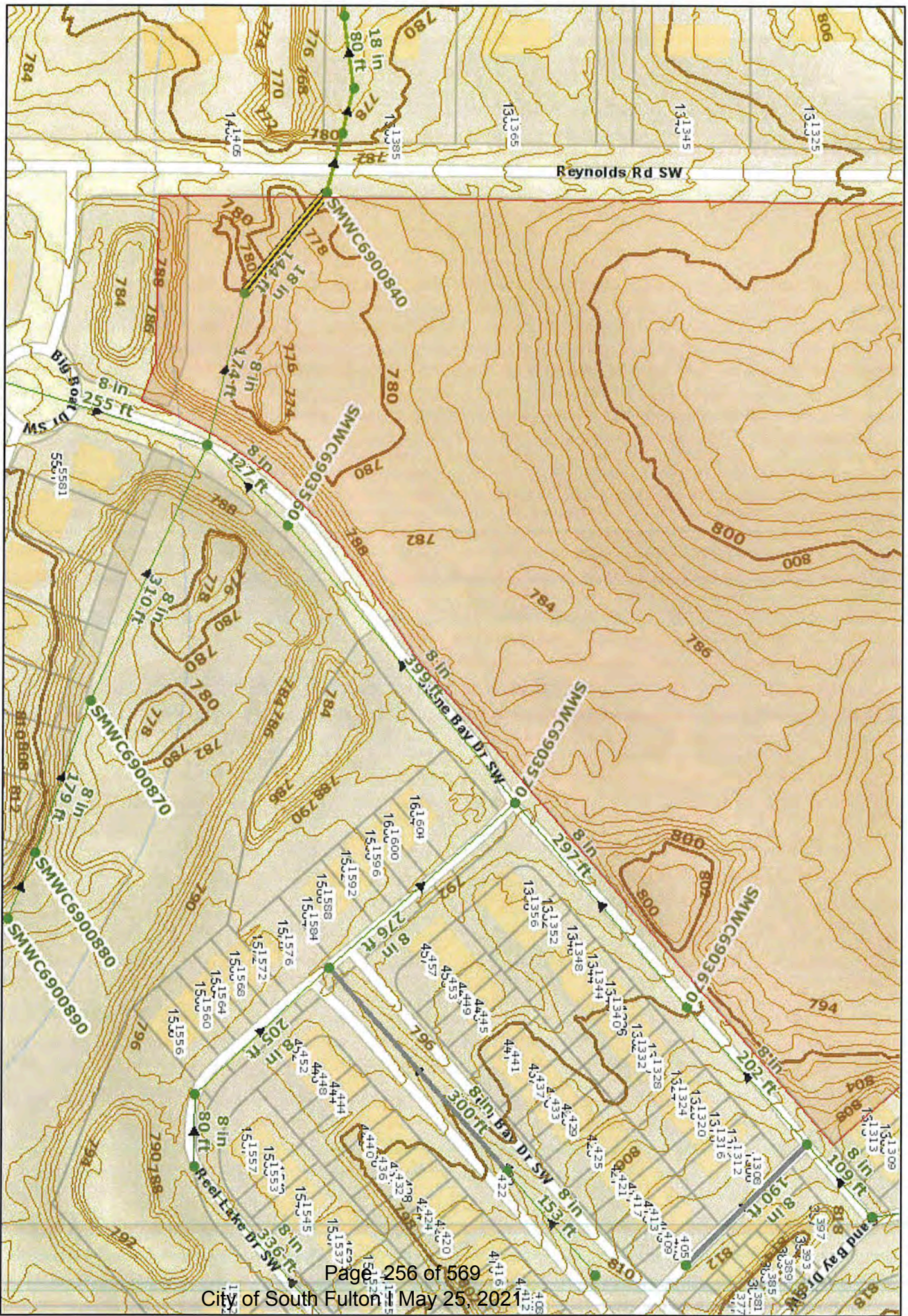
Date: 4/12/2021
Map Size: 8.5x11 (LETTER)

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



Prepared By:
GIS Section
Water Resources Department
Fulton County Government

0 0.025 0.05 0.1
BOAT ROCK RD.(Parcel ID: 14F0108 LL0015)

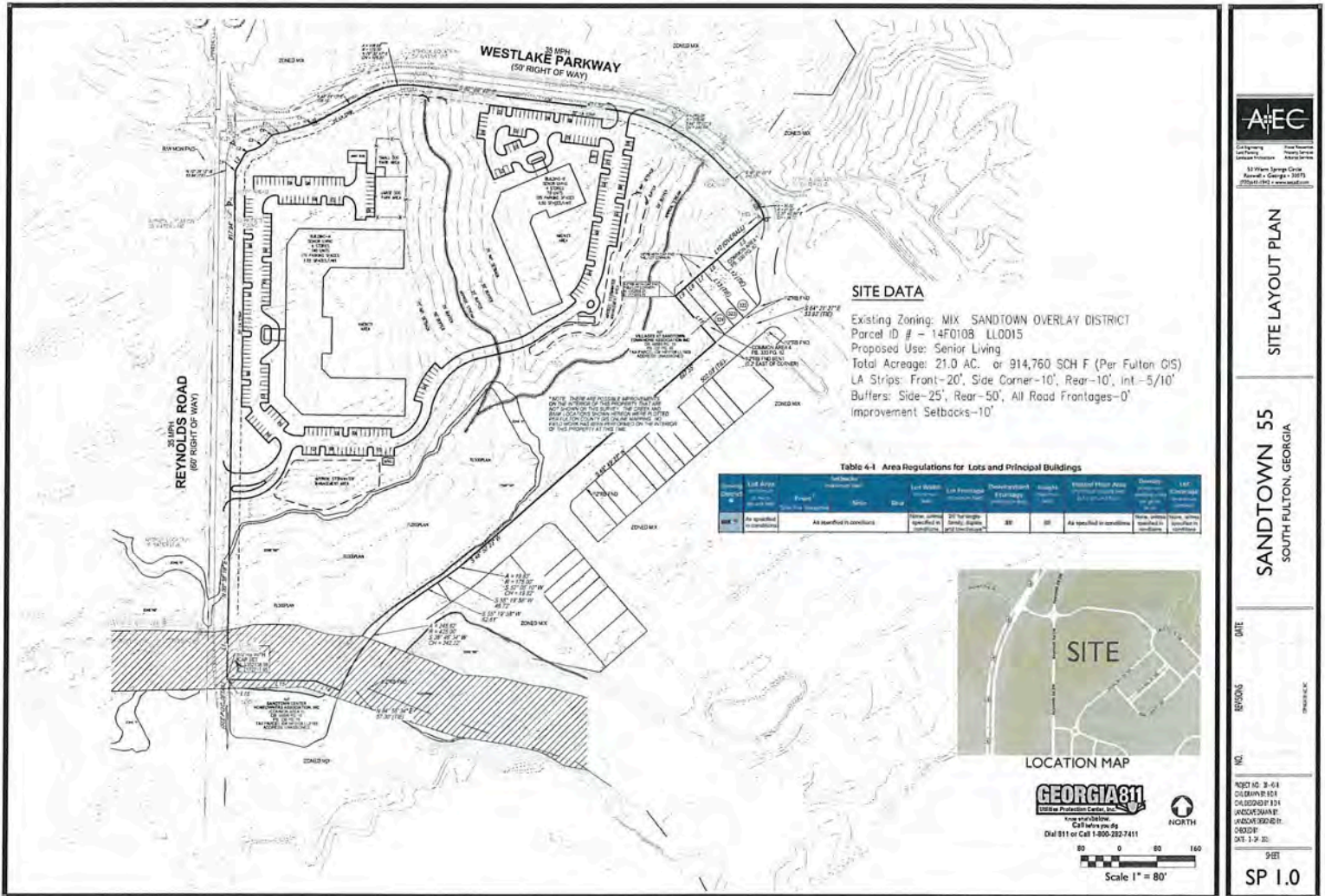


Date: 4/12/2021
Map Size: 8.5x11 (LETTER)

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Prepared By:
GIS Section
Water Resources Department
Fulton County Government



Letter of Appeal for Sandtown Age-Restricted Housing Development

The Beverly J. Searles Foundation is pleased to declare our intent to develop an age-restricted development which will be called Sandtown 55 and will be located on land parcel within the City of South Fulton.

The development will include 210 units of age-restricted housing which will include an array of amenities specifically targeted to the age-restricted residents.

The Sandtown 55 development will provide quality housing for persons age 55 and over in the South Fulton community. The development will include attractive landscaping and green areas within the design to ensure a pleasant and welcoming environment for residents of the community. We have met with and received the support of Councilwoman Rowell who looks forward to this quality housing development that will contribute to the progress and economic development and investment of the City of South Fulton.

We are requesting a variance to construct a 4-story building versus the allowable maximum 3-story building and requesting a variance to increase parking from 5 spaces to 10 parking spaces abreast before a landscape planter is installed.

We are requesting the variance due to the vast amount of the property being unusable due to streams and their buffering and impervious setbacks and floodplain. In an effort to get the density we are forced to go 4 stories to create smaller footprint buildings.

Without the approval of this variance request it will be impossible to finance the project due to the amount of density required to make the project financeable which has created an undue hardship.

Please contact Cassius Coleman at ccoleman@fivepointsco.com or David Searles at davidsearles@crt-trust.com with any questions.

Sincerely,



Cassius Coleman, Partner Five Points Development

Property Profile for **0 BOAT ROCK RD # REAR**[Print Friendly Version](#)**Property Tax Information**

Tax Year	2021
Parcel ID	14F0108 LL0015
Property Address	0 BOAT ROCK RD # REAR
Owner	SANDTOWN CENTER LLC
Mailing Address	4845 WOODVALE DR NW ATLANTA GA 30327-4555
Total Appraisal	\$400,000
Improvement Appraisal	not available
Land Appraisal	\$400,000
Assessment	\$160,000
Tax District	55
Land Area	21 ac
Property Class	Residential Large Tracts
Land Use Class	Residential vacant
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	Sandtown Overlay
2035 Future Development	Community Mixed Use

Political

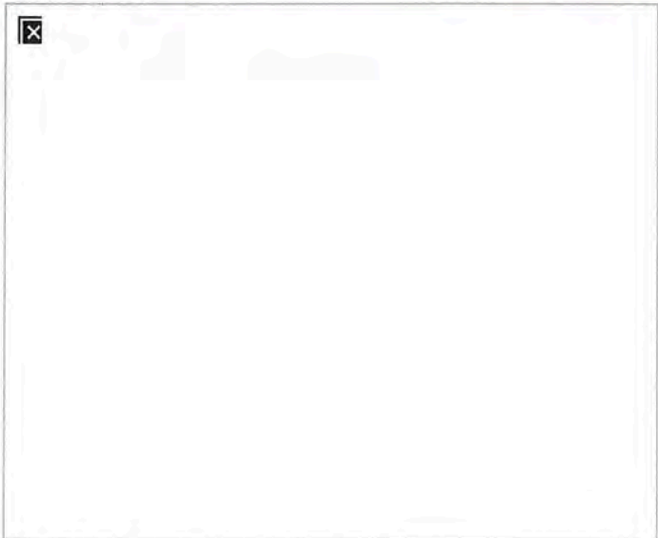
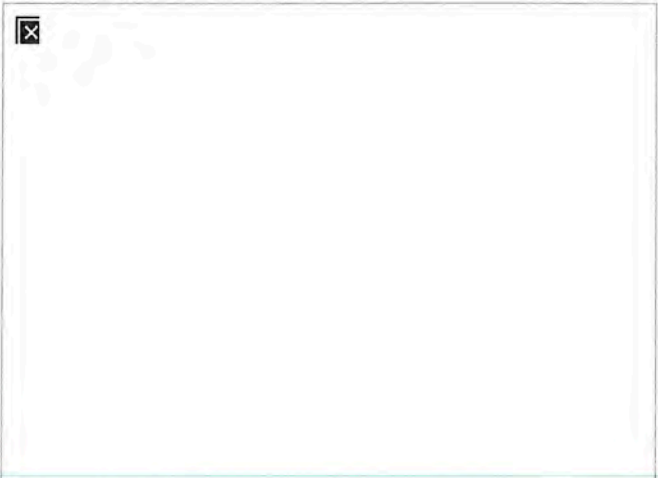
Municipality	South Fulton
Commission District	6
Commission Person	Khadijah Abdur-Rahman
Council District	District 1
Council Person	Catherine Foster Rowell
Voting Precinct	SC16A
Poll Location	Sandtown Park Recreation Center, 5320 Campbellton Rd
Congressional District	005
State Senate District	038
State House District	061

School Zones

Elementary School	Randolph
Middle School	Sandtown
High School	Westlake

Other Information

Zip Code	30331
Census Tract	103.03
In Less Developed Census Tract	No

Oblique Aerial View**Property Map****Vicinity Map**

Letter of Appeal/Intent for Sandtown Age-Restricted Housing Development

The Beverly J. Searles Foundation is pleased to declare our intent to develop an age-restricted development which will be called Sandtown 55 and will be located on land parcel within the City of South Fulton.

The development will include 210 units of age-restricted housing which will include an array of amenities specifically targeted to the age-restricted residents.

The Sandtown 55 development will provide quality housing for persons age 55 and over in the South Fulton community. The development will include attractive landscaping and green areas within the design to ensure a pleasant and welcoming environment for residents of the community. We have met with and received the support of Councilwoman Rowell who looks forward to this quality housing development that will contribute to the progress and economic development and investment of the City of South Fulton.

We are requesting a variance to construct a 4-story building versus the allowable maximum 3-story building.

We are requesting the variance due to the vast amount of the property being unusable due to streams and their buffering and impervious setbacks and floodplain. In an effort to get the density we are forced to go 4 stories to create smaller footprint buildings.

We are requesting a modification to construct 210 age restricted units versus the current approved 75 assisted living units.

The current parcel is zoned for 75 Assisted Living units and we are proposing a modification of this use to 210 age restricted apartments. The development will feature 2 separate buildings, one housing 140 units and the other comprising of 70 units and subject to the market study may be done in 2 phases. The modification is needed to accomplish the increase in density and age-restricted use.

Without the approval of this variance request and modification it will be impossible to finance the project due to the amount of density required to make the project financeable which has created an undue hardship.

Please contact Cassius Coleman at ccoleman@fivepointscsco.com or David Searles at davidsearles@crt-trust.com with any questions.

Sincerely,



Cassius Coleman, Partner Five Points Development

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 Services

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: Cassius A Coleman Date: 2/18/21
Applicant printed name: Cassius Coleman

SECTION IV

A. OWNER INFORMATION

Owner states under an oath that he or she is the owner of the property described in the attached legal description. [EACH OWNER'S SIGNATURE MUST BE NOTARIZED]

Sandtown Center, LLC

TYPE OR PRINT OWNER'S NAME

4845 Woodvale Drive

ADDRESS

Atlanta, GA 30327

CITY, STATE & ZIP CODE

Jessie M. Manager

OWNER'S SIGNATURE

(704) 954-9823

AREA CODE/ PHONE NUMBER

lrose@swfllp.com

EMAIL ADDRESS

Sworn to and subscribed before me this 18th day of

February 20 21

Mary Rebekah Stokes

NOTARY PUBLIC



B. APPLICANT INFORMATION

A notarized authorized applicant signature is required if applicant has owner's power of attorney.

TYPE OR PRINT APPLICANT'S NAME

ADDRESS

CITY, STATE & ZIP CODE

APPLICANT'S SIGNATURE

OWNER'S SIGNATURE

()

AREA CODE/ PHONE NUMBER

EMAIL ADDRESS

Sworn to and subscribed before me this _____ day of

20 _____

C. ATTORNEY/AGENT INFORMATION

CHECK ONE: ☐ ATTORNEY ☐ AGENT

TYPE OR PRINT ATTORNEY/AGENT NAME

ADDRESS

CITY, STATE & ZIP CODE

AREA CODE/PHONE NUMBER

SIGNATURE OF ATTORNEY/AGENT

PROPERTY DESCRIPTION

Being all that tract or parcel of land in the City of South Fulton and lying within Land Lot 108, District 14FF, Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at the intersection of the South Line of aforesaid Land Lot 108 and the East Right of Way Line of Reynolds Road, (an apparent variable width right of way) as shown on a Final Plat entitled, "The Summit @ Sandtown Center, Phase 3", and recorded among the Land Records of Fulton County, Georgia in Plat Book 330, Page 70; thence, leaving said point and running with the said line of Reynolds Road, North 00° 41' 06" East, 754.74 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said line of Reynolds Road

1. North 00° 33' 39" East, 132.87 feet; thence,
2. North 00° 38' 18" East, 917.94 feet to the intersection with the Southerly Right of Way Line of Westlake Parkway (an apparent variable width right of way) as shown on a Final Plat entitled, "The Summit @ Sandtown Center, Phase 4", and recorded among the Land Records of Fulton County, Georgia in Plat Book 330, Page 92; thence, running with the said line of Westlake Parkway
3. 10.23 feet along the arc of a curve deflecting to the right, having a radius of 20.00 feet and a chord bearing and distance of North 15° 11' 09" East, 10.12 feet; thence,
4. North 29° 50' 11" East, 31.39 feet; thence,
5. 16.74 feet along the arc of a curve deflecting to the right, having a radius of 20.00 feet and a chord bearing and distance of North 53° 49' 37" East, 16.26 feet; thence,
6. 49.00 feet along the arc of a curve deflecting to the left, having a radius of 66.50 feet and a chord bearing and distance of North 56° 42' 30" East, 47.90 feet; thence,
7. 14.36 feet along the arc of a curve deflecting to the right, having a radius of 19.50 feet and a chord bearing and distance of North 56° 42' 00" East, 14.04 feet; thence,
8. North 77° 48' 04" East, 17.47 feet; thence,
9. North 74° 05' 52" East, 28.53 feet; thence,
10. 57.39 feet along the arc of a curve deflecting to the left, having a radius of 225.00 feet and a chord bearing and distance of North 69° 19' 43" East, 57.24 feet; thence,
11. North 62° 01' 17" East, 108.16 feet; thence,
12. 106.85 feet along the arc of a curve deflecting to the right, having a radius of 175.00 feet and a chord bearing and distance of North 79° 30' 47" East, 105.20 feet; thence,
13. South 82° 59' 42" East, 411.57 feet; thence,
14. 245.29 feet along the arc of a curve deflecting to the right, having a radius of 375.00 feet and a chord bearing and distance of South 64° 15' 21" East, 240.94 feet; thence,
15. South 45° 31' 01" East, 110.23 feet; thence,
16. 50.52 feet along the arc of a curve deflecting to the right, having a radius of 81.50 feet and a chord bearing and distance of South 27° 45' 26" East, 49.72 feet; thence, leaving the aforesaid line of Westlake Parkway and running adjacent to Common Area 1, Lots 322-324 and Common Area 4, as shown on the aforesaid "Phase 4" plat,
17. South 48° 50' 23" West, 127.96 feet; thence,
18. South 48° 50' 23" West, 38.00 feet; thence,
19. South 48° 50' 23" West, 26.00 feet; thence,
20. South 48° 50' 23" West, 26.00 feet; thence,
21. South 48° 50' 23" West, 26.00 feet; thence,

22. South 41° 09' 37" East, 128.00 feet to a point on the Northwest Right of Way Line of Stone Bay Drive (an apparent 50 feet wide right of way), as shown on the aforesaid "Phase 4" plat; thence, running with the said line of Stone Bay Drive
23. South 48° 50' 23" West, 697.35 feet; thence,
24. 19.83 feet along the arc of a curve deflecting to the right, having a radius of 175.00 feet and a chord bearing and distance of South 52° 05' 10" West, 19.82 feet; thence,
25. South 55° 19' 58" West, 46.72 feet to a point; thence, continuing along the line of Stone Bay Drive, as shown on the aforesaid "Phase 3" plat
26. South 55° 19' 58" West, 62.61 feet; thence,
27. 245.62 feet along the arc of a curve deflecting to the left, having a radius of 425.00 feet and a chord bearing and distance of South 38° 46' 34" West, 242.22 feet; thence, leaving the aforesaid line of Stone Bay Drive and running adjacent to Common Area 1, as shown on the aforesaid "Phase 3" plat
28. North 68° 56' 55" West, 56.74 feet; thence,
29. North 89° 24' 04" West, 180.37 feet; thence,
30. South 89° 47' 54" West, 4.03 feet to the Point of Beginning, containing 21.066 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded, and is subject to change based on a field run retracement survey. Description prepared from record information.

\\s020\005020\41818\KSP SANDTOWN\CONCEPTS\41818\PHASE 1\17100011 & 18129 PH 100 CUSHION\3/18/17

AEC

Architectural Engineering Corporation

1000 Peachtree Street, NE

Atlanta, Georgia 30309

404.525.8800

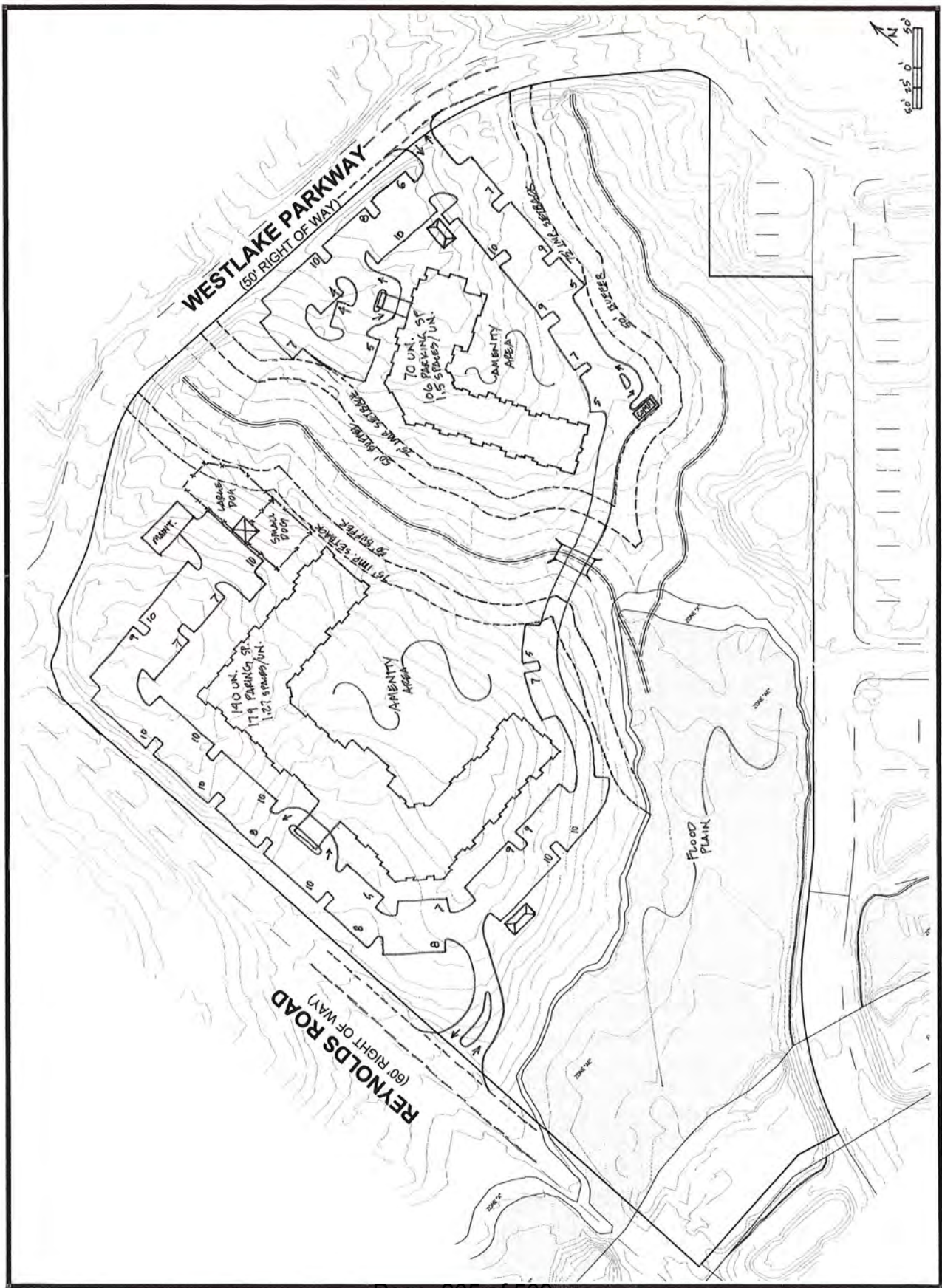
www.aec.com

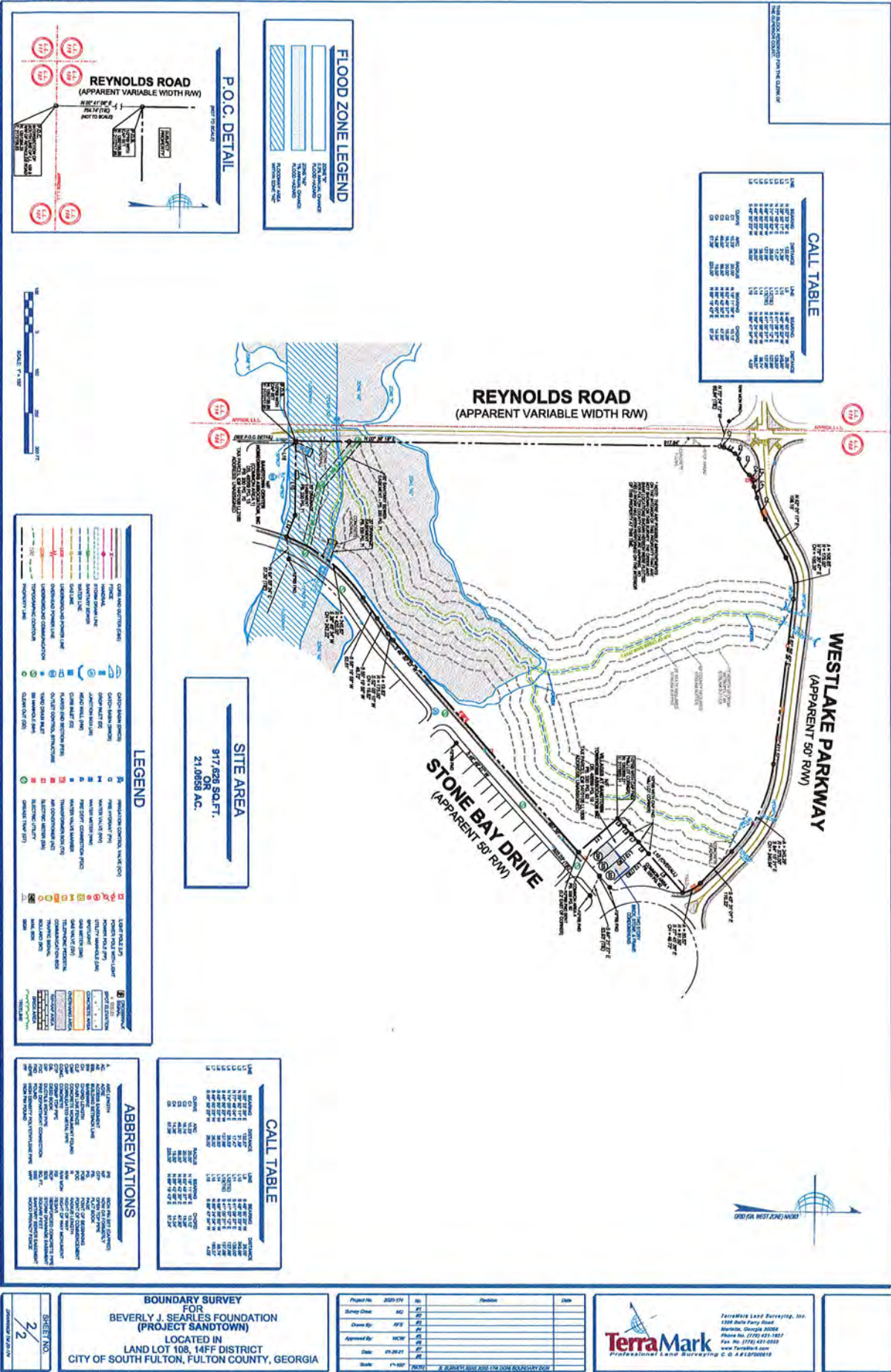
SITE LAYOUT PLAN

SANDTOWN 55
SOUTH FULTON, GEORGIA

PROJECT NO. 17100011	NO.	REVISIONS	DATE
DATE: 03/18/17			
DESIGNED BY: JAC			
CHECKED BY: JAC			
DATE: 03/18/17			
PROJECT NO. 17100011			
DATE: 03/18/17			
DESIGNED BY: JAC			
CHECKED BY: JAC			
DATE: 03/18/17			

1.0
SHEET





**BOUNDARY SURVEY
FOR
BEVERLY J. SEARLES FOUNDATION
(PROJECT SANDTOWN)**

PICTURE LOCATION AND DIRECTION



NURAL MATHS PROVIDED BY GEOXUS EARTH

SITE AREA
917,626 SQ.FT.
OR
21.0658 AC.

SPECIAL NOTES

CONFIDENTIALITY AND REGULATION IS MOST IN THE INTERESTS AS LISTED IN THE TITLE BLOCK AND/OR CONTINGENCIES, THE CONTINGENCIES AND DECLARATIONS ON THIS FORM ARE NOT TRANSFERABLE TO ADDITIONAL, SEPARATE, FORMS OR SUBSEQUENT OWNERS OF THE PROPERTY.

NEARBY AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS PROJECT. NO EXISTING OR PROPOSED DEVELOPMENT OF THE LAND OR UNDERGROUND AND/OR OVERHEAD CONDUITS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

SURVEYOR'S CERTIFICATE

[illegible]

SURVEY NOTES

equipment used. The survey was performed by a trained surveyor. Station was used to obtain angular measurements and distance measurements.

ENTIRE ONE FOOT IN BALDZEE PEST.

THIS FIELD DATA WHICH THIS SURVEY IS BASED, ARE WITHIN THE PORTLAND, TOURNAMENT ALLOWED FOR A, WATERS AND TITLE SURVEY. THE 2011 MARIANA TOURNAI, EDWARDS ESTABLISHED BY ALTA AND MAPS AND WAS ADJUSTED USING THE LATEST SURVEY METHODS.

THE SCAMBERS ABOVE ON THIS SURVEY ARE COMPLETED AND/ OR BASED ON A SURVEYING MAPS (SEE WEST COAST) MODEL.

ALL HORIZONTAL DISTANCES SHOWN ARE GROUND DISTANCES. MEASURING UNITS ARE IN THIS SURVEY AND IN U.S. SURVEY FEET.

2. HOW FAR THIS PROPERTY WAS COMPLETED ON JANUARY 20, 2011.

Due to advances in site location, technology, design, construction, and construction management, the construction industry has become more competitive and more efficient. As a result, the industry has been able to provide more services and products to the public at a lower cost. This has led to a more competitive and more efficient industry. The industry has been able to provide more services and products to the public at a lower cost. This has led to a more competitive and more efficient industry.

the accuracy of the measurements will be improved as the quantities and the accuracy of the measurements are improved. The accuracy of the measurements will be improved as the quantities and the accuracy of the measurements are improved. The accuracy of the measurements will be improved as the quantities and the accuracy of the measurements are improved.

information regarding firm's issues and industry issues as such. The firm's policy on the use of this information is that the firm is not to be used for the purpose of making a decision to invest in or sell the firm's stock. The firm is not to be used for the purpose of making a decision to invest in or sell the firm's stock. The firm is not to be used for the purpose of making a decision to invest in or sell the firm's stock.

[illegible]

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREIN. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT THE EXPRESS CERTIFICATION BY THE SURVEYOR NARRATING SAID PERSON, PERSONS OR ENTITY.

TITLE NOTES

ACCORDING TO THE "FIRM FLOOD INSURANCE RATE MAP OF FULTON COUNTY, GEORGIA (FIRM) NUMBER 1702-0022Z-A 13" (DATED 1/1/83), THE PROPERTY IS LOCATED WITHIN A 1% ANNUAL FLOOD HAZARD AREA AND IS BELOW DRAINAGE/1% ELEVATION.

THE SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN ON THIS SURVEY.

BLUMBERG PROPERTY HAS ACQUIRED THE PUBLIC RIGHT OF WAY OF RECREATION PARKWAY, BETWEEN HICKS ROAD AND STONE MOUNT DRIVE.

RE INFORMATION

CURRENT OWNER: BANCITOWN CENTER LLC
C/O 31400 Pk. Rd.
TOL. INDCOL 819 4411018 LUDVIGS
ADDRESS: (UNASSIGNED)
20200 W. 34th AVE. (NEW DEVELOPMENT)
JURISDICTION: CITY OF BOULDER, COLO.
REMARKS: APPROACH NOT SET. REQUIRED SURVEY. LOCAL GOVERNING
AUTHORITY REQUESTED TO DETERMINE THE BOUNDARY

REFERENCE MATERIAL

[illegible]

PHOTO #1



PHOTO #2



PHOTO #3



PHOTO #4

LOCATION MAP

NOT TO SCALE
LAT - 37° 47' 10.85" N
LONG - 84° 54' 38.30" W



PROPERTY DESCRIPTION

[illegible]

Project No.	Project Name	Project Type	Project Status	Project Manager	Project Sponsor	Project Stakeholders	Project Description	Project Objectives	Project Deliverables	Project Risks	Project Issues	Project Change Log	Project Communication Log	Project Financials	Project Performance	Project Lessons Learned
1	Project A	Software Development	In Progress	John Doe	Jane Smith	Stakeholders	Project A Description	Project A Objectives	Project A Deliverables	Project A Risks	Project A Issues	Project A Change Log	Project A Communication Log	Project A Financials	Project A Performance	Project A Lessons Learned
2	Project B	Hardware Development	Completed	John Doe	Jane Smith	Stakeholders	Project B Description	Project B Objectives	Project B Deliverables	Project B Risks	Project B Issues	Project B Change Log	Project B Communication Log	Project B Financials	Project B Performance	Project B Lessons Learned
3	Project C	Software Development	On Hold	John Doe	Jane Smith	Stakeholders	Project C Description	Project C Objectives	Project C Deliverables	Project C Risks	Project C Issues	Project C Change Log	Project C Communication Log	Project C Financials	Project C Performance	Project C Lessons Learned
4	Project D	Hardware Development	On Hold	John Doe	Jane Smith	Stakeholders	Project D Description	Project D Objectives	Project D Deliverables	Project D Risks	Project D Issues	Project D Change Log	Project D Communication Log	Project D Financials	Project D Performance	Project D Lessons Learned
5	Project E	Software Development	On Hold	John Doe	Jane Smith	Stakeholders	Project E Description	Project E Objectives	Project E Deliverables	Project E Risks	Project E Issues	Project E Change Log	Project E Communication Log	Project E Financials	Project E Performance	Project E Lessons Learned
6	Project F	Hardware Development	On Hold	John Doe	Jane Smith	Stakeholders	Project F Description	Project F Objectives	Project F Deliverables	Project F Risks	Project F Issues	Project F Change Log	Project F Communication Log	Project F Financials	Project F Performance	Project F Lessons Learned
7	Project G	Software Development	On Hold	John Doe	Jane Smith	Stakeholders	Project G Description	Project G Objectives	Project G Deliverables	Project G Risks	Project G Issues	Project G Change Log	Project G Communication Log	Project G Financials	Project G Performance	Project G Lessons Learned
8	Project H	Hardware Development	On Hold	John Doe	Jane Smith	Stakeholders	Project H Description	Project H Objectives	Project H Deliverables	Project H Risks	Project H Issues	Project H Change Log	Project H Communication Log	Project H Financials	Project H Performance	Project H Lessons Learned
9	Project I	Software Development	On Hold	John Doe	Jane Smith	Stakeholders	Project I Description	Project I Objectives	Project I Deliverables	Project I Risks	Project I Issues	Project I Change Log	Project I Communication Log	Project I Financials	Project I Performance	Project I Lessons Learned
10	Project J	Hardware Development	On Hold	John Doe	Jane Smith	Stakeholders	Project J Description	Project J Objectives	Project J Deliverables	Project J Risks	Project J Issues	Project J Change Log	Project J Communication Log	Project J Financials	Project J Performance	Project J Lessons Learned

BOUNDARY SURVEY
FOR

BOUNDARY SURVEY
FOR
BEVERLY J. SEARLES FOUNDATION
(PROJECT SANDTOWN)
LOCATED IN
LAND LOT 108, DISTRICT 14FF
CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA

SHEET NO. 1/2

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") results from Buyer's offer as of September 7, 2020, by and between **Sandtown Center, LLC** ("Seller") and **Beverly J. Searles Foundation, Inc.**, a Georgia not-for-profit corporation ("Buyer"). The Effective Date shall be deemed five (5) business days after the date of that both Buyer and Seller have executed this Agreement.

WITNESSETH:

WHEREAS, the parties desire to enter into an Agreement for the purchase and sale of certain real property as described herein.

NOW, FOR AND IN CONSIDERATION of the covenants, agreements, premises and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto intending to be legally bound hereby, do covenant and agree as follows:

1. PROPERTY. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase the land being Parcel Number 14F0102LL0015 according to the Fulton County, Georgia Tax Assessors Office. The parcel is termed the "Total Property" shown in the Tax Card and Tax Plat attached. The parcel is located Boat Rock Rd #Rear, City of South Fulton and totals 21 acres more or less. At the Closing, Purchaser shall convey the "Phase 1 Property" and "Phase 2 Property" in two separate deeds using the legal description in the Title Commitment and Survey.
2. CONCEPT PLAN. Pursuant to Buyer's "Master Concept Plan" to be delivered during the Inspection Period (defined below), the Property shall be divided into the "Phase 1 Property" being approximately 55% of the Total Property and "Phase 2 Property" being balance.
3. PURCHASE PRICE for Phase 1 Property. The purchase price ("Purchase Price") for the conveyance of the Phase 1 Property shall be \$1,750,000 paid by Buyer to Seller in Cash at Closing, in immediately available funds by wire transfer.
4. CHARITABLE CONTRIBUTION of Phase 2 Property. Separate from and in to the Cash at Closing, Seller shall make a charitable contribution to Buyer of the Phase 2 Property at the time of the Phase 1 Closing. Buyer shall pay the cost for an appraisal of the charitable contribution land which appraisal shall be subject to the reasonable review and comment of Seller. Buyer and Appraiser shall sign IRS Form 8283 and deliver to Seller. The Form 8283 shall determine the amount of Seller's charitable contribution.
5. CLOSING.
 - 5.1. Unless otherwise agreed in writing between Buyer and Seller, the closing ("Closing") of the purchase and sale of the Property shall be held at the offices of the Escrow Agent, at 10:00 o'clock A.M. on or before one-hundred forty (140) days following the Inspection Period.
 - 5.2. At Closing Buyer shall pay to Seller, subject to the adjustments and prorations hereinafter provided for and subject to the application of the Earnest Money, the balance of the cash portion of the Purchase Price. Seller shall execute and deliver to Buyer a limited warranty deed conveying fee simple and marketable title to the Property using the legal description derived from the

Survey, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever except for the Permitted Exceptions. Seller shall also deliver (a) a non-foreign person certification, and (b) a Georgia Withholding Certification.

- 5.3. Real property ad valorem taxes applicable to the Property shall be prorated as of the date of the Closing between the Seller and the Buyer, and said proration will be based upon the most recently available tax information and evaluation with respect to the Property or upon the actual tax bills if they have been prepared and issued. Buyer and Seller shall make adjustments between themselves post-Closing, if necessary, based on the actual tax bills for the Property, to correct the proration of taxes at Closing, and this provision shall survive Closing and the execution of the limited warranty deed.
- 5.4. Seller shall be responsible for all charges or assessments incurred against the Property up to and including the date of Closing, except for any such charges or assessments as may be caused by any activities of Buyer. Seller shall pay for the State of Georgia transfer tax due in connection with the recording of the deed from Seller to Buyer, and Buyer shall pay for its costs of Closing and for the recording fees incurred in connection with the recording of the deed from the Seller. Each party shall bear its own attorney's fees and expenses of Closing.
- 5.5. Seller shall execute and deliver such other documents and instruments as are helpful or necessary to evidence or effectuate the transactions contemplated hereby, including, without limitation, an owner's affidavit in a form reasonably approved by Seller, an authorizing resolution relative to this transaction, and any other instruments reasonably required by Buyer's title insurance company or necessary to consummate this transaction and to evidence the authority of Seller to convey the Property.
- 5.6. Buyer shall be entitled to two (2) three (3) month extensions of the Closing by depositing an additional \$25,000 non-refundable Earnest Money for each such extension. Such extension(s) may be necessary to handle confirm final plans and permits, financing. If extended Buyer shall pay all property taxes accruing between the date of extension and date of Closing except in the event of earlier termination of this Agreement.

6. EARNEST MONEY; ESCROW AGENT

- 6.1. Within five (5) business days of the Effective Date Buyer will deliver to **McGee & Oxford, LLP**, 5855 Sandy Springs Circle, Suite 300, Atlanta, Georgia, 30328, Attention: Pearce D. Hardwick (the "Escrow Agent") the sum of \$5,000 (the "Earnest Money"). At the conclusion of the Inspection Period, Buyer will tender \$25,000 Additional Earnest Money to the Escrow Agent.
- 6.2. The Earnest Money shall be applied to payment of the Purchase Price due at Closing (or as otherwise provided in this Agreement). Upon written notification from Buyer and Seller that the contemplated sale is to be consummated, the Escrow Agent shall deliver the Earnest Money to the closing attorney to be applied towards the payment of the Purchase Price, unless otherwise instructed by the parties hereto. Upon written notification signed by both Seller and Buyer that the contemplated sale shall not take place or that this Agreement is terminated, the Escrow Agent shall deliver the Earnest Money as provided in this Agreement; provided, however, a termination notice signed only by Buyer shall be required to terminate this Agreement pursuant to this Agreement. The parties hereto covenant and agree that in performing any of its duties

under this Agreement, the Escrow Agent shall not be liable for any loss, costs, or damage which it may incur as a result of serving as the Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, the Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to the duties and responsibilities of the Escrow Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement. In the event of a dispute between the parties hereto sufficient in the sole discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction the Earnest Money, together with such legal pleadings as it deems appropriate, and thereupon be discharged.

7. INSPECTION PERIOD

- 7.1. The Inspection Period shall begin with the Effective Date and continue until one-hundred fifty (150) days following the Effective Date. During the Inspection Period Buyer shall be entitled to test, inspect, survey and examine the Property, in order to determine, at Buyer's sole discretion, whether or not the Property is suitable for and feasible (economically and physically) to develop in accordance with Buyer's intended development plan and policies.
- 7.2. During the Inspection Period, Buyer shall have the right, at its sole cost, to apply for rezoning and/or conditional use permits to allow Buyer's Intended Use of the Total Property is for **Age-Restricted Apartments**. Seller shall, at no cost to Seller, reasonably cooperate with Buyer's rezoning efforts. Seller shall not be required to attend any meetings.
- 7.3. In the event that Buyer determines, in Buyer's sole discretion, that the Property is not suitable and feasible to Buyer's development plan and policies, Buyer shall notify Seller in writing of that determination on or before the end of the Inspection Period, and this Agreement shall terminate upon such notification, and the Escrow Agent shall immediately return the Earnest Money less \$100.00 to Buyer, and Escrow Agent shall deliver the \$100.00 so retained to Seller as consideration for Seller's performance of its obligations hereunder. In the event that Buyer does not notify the Seller of the termination of this Agreement pursuant hereto, this paragraph will be deemed to have been waived by Buyer.
- 7.4. Upon the Effective Date and during the term hereof, Buyer and its agents, employees, independent contractors, engineers, surveyors and other representatives shall have the right to have full and complete access to the Property for the purpose of inspecting the Property, conducting noise studies, surveys, undertaking engineering analysis, plans or examinations, percolation tests, soil tests, borings, environmental analysis or other examination, mapping or testing on the Property and to perform all activities related to any of the foregoing in any respect and for any other reasonable purpose related to the purchase of the Property or the planned development thereof as is deemed necessary or appropriate by Buyer. Buyer shall indemnify and hold Seller harmless from any liability or damage to Seller as a result of Buyer's activities on

the Property, including reasonable attorney's fees actually incurred. Seller agrees to use its good faith efforts to provide to Buyer copies of documents in Seller's possession, custody or control relating to the title or physical condition of the Property, including title insurance policies, surveys, and engineering tests. Seller makes no representations or warranties that the documents to be delivered to Buyer are accurate or complete. Seller has provided the Inspection Period to Buyer to determine the accuracy of any such documents. Such documents are being delivered to Buyer as a courtesy to facilitate Buyer's review of the Property, and Buyer may rely upon or disregard such documents at its discretion and peril.

8. WARRANTY OF TITLE: TITLE EXAMINATION: SURVEY

- 8.1. Seller hereby represents and warrants to Buyer that, as of the date hereof, record title to the Property is vested in the Seller's name, and the Seller is the record owner of fee simple title to the Property.
- 8.2. During the Inspection Period, Buyer may examine record title to the Property and obtain a boundary survey ("Survey") of the Property by a licensed Georgia registered land surveyor (collectively, the "Initial Title Examination") and to notify Seller of any objections affecting marketability of title to the Property based on matters of record title or shown on the Survey other than the following: (i) general utility easements of record, if any, serving only the Property; (ii) ad valorem taxes and special assessments not yet due and payable with respect to the Property; (iii) such other survey or title matters as expressly permitted by Buyer in writing or deemed waived pursuant to this Agreement, and (iv) all matters in the real property records of Fulton County, Georgia (collectively "Permitted Exceptions"). If upon examination of record title and the Survey, title is found to be defective or objectionable, and Buyer notifies Seller in writing of such defects or objections which may include Permitted Exceptions ("Buyer's Title Objections") as provided above, then Seller shall within ten (10) business days of receipt of Buyer's Title Objections to notify Buyer in writing ("Seller's Cure Notice") of any matters in Buyer's Title Objections which Seller elects not to or will be unable to cure, it being agreed that Seller shall be required to cure all monetary liens created by, through or under Seller which encumber the Property whether or not objected to in Buyer's notice of Buyer's Title Objections. Seller shall have until the date of Closing (or such longer period as Buyer, in its sole discretion, consents to in writing) to cure or terminate any such defects or objections. In the event that the Seller fails to cure or terminate any such identified defects or objections within the period hereinabove set out, then Buyer, at its option, may elect to:
- 8.2.1. Waive any such survey or title defect or objection and consummate the transaction without reducing the Purchase Price; provided, however, that Buyer shall have the right to apply all or any portion of the Purchase Price to the cure of any such title defect or objection created by, through or under Seller that can be cured by payment of money, such as security deeds and liens; or
- 8.2.2. Terminate this Agreement by written notice to Seller, whereupon all Earnest Money shall be returned immediately to Buyer by the Escrow Agent, and thereafter no party to this Agreement shall have any rights, obligations or liabilities hereunder.

- 8.3. In the event Seller shall fail to timely notify Buyer with respect to Buyer's Title Objections, Seller shall be deemed to have elected not to cure all matters set forth therein. In the event Seller affirmatively informs Buyer in Seller's Cure Notice that Seller is unable or unwilling to cure any objections raised in Buyer's Title Objections, then Buyer shall be entitled to exercise the options outlined in Section 8.2.1 or 8.2.2 of this Agreement.
- 8.4. From and after the date of the Initial Title Examination, Buyer may from time to time during the term of the Agreement make further examinations of the title to and update the Survey, and Buyer may object to any matters of title first appearing of record after the effective date of such Initial Title Examination by giving Seller written notice of any such defects or objections. Seller shall thereafter have until the date of Closing (or such longer period as Buyer, in its sole discretion, consents to in writing) in which to cure or terminate any such defect or objection. If Seller is unable or refuses to remove or cure such additional title objections, then Buyer shall be entitled to exercise the same rights enumerated above.
9. SELLER'S REPRESENTATIONS AND WARRANTIES. Buyer and Seller shall jointly agree to abide by the Patriot Act. Seller hereby warrants and represents to Buyer, that to the best of Seller's knowledge and belief, as follows:
- 9.1. That this Agreement constitutes a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms;
- 9.2. That the execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Seller in order to consummate this transaction have been or will be obtained and authorized as so required;
- 9.3. That as of the Effective Date there are no actions, suits, claims, demands or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof, and that there are no liens, special assessments, easements, reservations, restrictions, covenants or encumbrances arising by, through or under Seller other than matters of public record affecting the Property;
- 9.4. That there are no other persons or entities claiming by, through or under Seller who have any rights to acquire the Property or have any rights or claims therein or thereto or for any portion thereof except as may appear of public record;
- 9.5. That, except as disclosed in the public records on the Effective Date, there are no outstanding state or federal tax liens, claims or demands against Seller which constitute or will constitute a lien against the Property;
- 9.6. That Seller shall not take any action during the term of this Agreement which would hamper or impede the consummation of this purchase and sale transaction or which would cause any of the representations and/or warranties made in this paragraph to become untrue, inaccurate or incomplete in any respect;
- 9.7. That Seller will notify Buyer promptly of any occurrence, notification or variation in the representations or warranties contained herein;

- 9.8. That Seller has received no notification, written or otherwise, from any individual, corporation, governmental agency, bureau or authority which pertains to or concerns the environmental or ecological condition of the Property;
- 9.9. In the event that any of the warranties and representations contained in this Paragraph 9 are not accurate, true and complete in all respects on the Closing Date, or in the event that Seller has breached any of the covenants on or before the Closing Date, then and in either of such events Buyer, at Buyer's election, shall be entitled either (a) to terminate this Agreement by written notice to Seller and Broker, whereupon the Escrow Agent immediately shall return the Earnest Money to Buyer, and no party hereto shall have any further rights or obligations hereunder; or (b) to waive such inaccurate, untrue or incomplete warranties or representations or breached covenants and proceed with Closing under this Agreement without reduction in the Purchase Price.
- 9.10. Seller shall confirm the foregoing representations and warranties at Closing subject to any updated information (e.g., a litigation filed by a third party). The representations and warranties of Seller shall survive Closing for a period of twelve (12) months.
10. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer hereby warrants and represents to Seller, and covenants with Buyer, as follows:
- 10.1. That this Agreement constitutes a valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms;
- 10.2. That the execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Buyer in order to consummate this transaction have been or will be obtained and authorized as so required;
- 10.3. That Buyer has been organized and is existing as a corporation exempt from Federal income tax under Section 501(c)(3) of the Code and shall retain such status through the Closing Date.
- 10.4. Buyer shall confirm the foregoing representations and warranties at Closing. The representations and warranties of Seller shall survive Closing for a period of twelve (12) months.
11. CONDEMNATION. If prior to the Closing of the purchase and sale of the Property, all or any part of the Property is condemned or in the reasonable judgment of Buyer is in danger of being condemned, through the exercise of the power of eminent domain or inverse condemnation, and such condemnation does or would materially and adversely affect the Property, then Buyer, at Buyer's election, may
- 11.1. Terminate this Agreement by written notice to Seller and Broker whereupon this Agreement shall become null and void, and Buyer shall be entitled to an immediate refund of the Earnest Money from the Escrow Agent; or
- 11.2. Consummate the transaction and Closing contemplated by this Agreement and receive any condemnation proceeds paid or payable as a result of any such condemnation or threat of condemnation. In the event that Buyer elects to consummate the Closing, then Seller hereby agrees to transfer and assign any and all rights which it may have in and to any proceeds of such

condemnation or threatened condemnation to the Buyer in conjunction with and at the time of Closing.

12. BROKER. Buyer and Seller hereby warrant and represent to the other that other the D.L Crawford & Associates, Inc. (who shall be paid a commission by Seller pursuant to a separate agreement) such party has not employed any broker or agent in connection with this Agreement except as specified in this paragraph. Buyer and Seller covenant and agree, each to the other, to indemnify the other against any loss, liability, costs, claims, demands, damages, actions, causes of action, or suits based upon or arising out of the alleged employment or use by the indemnifying party of any other real estate broker or agent in connection with the sale of any portion of the Property. An officer of Buyer is a licensed real estate broker. At Closing Seller shall be pay a \$150,000 brokerage fee to Buyer's Broker: CRT Commercial Group, GA License #10756.

13. DEFAULT AND REMEDIES

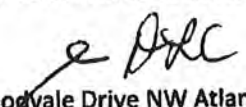
- 13.1. In the event of a default, breach of warranty or other representation contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific default, breach, or other problem and up to ten (10) days after the receipt of that written notice in which to cure said default, breach or other problem. If such default, breach or other problem is not corrected within that period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth. Notwithstanding the foregoing provisions, Buyer, in its sole discretion, shall have the right to extend the time period in which Seller may cure or otherwise correct any specified default, breach or defect for an additional period not to exceed thirty (30) days. Upon Buyer's written agreement to so extend, Seller shall be entitled to extend the date of Closing, if required, to a date not less than thirty (30) days from the date on which Seller notifies Buyer in writing that any such default, defect or other problem has been cured and provides Buyer with proper documentation evidencing that fact.
- 13.2. In the event (i) that any warranty or representation by Seller contained in this Agreement is not accurate, true and complete in all respects or (ii) Seller fails to comply with or perform any of the conditions, covenants, or agreements contained herein, and further provided that Seller fails to cure after written notice, then, at Buyer's option:
- 13.3. Buyer shall be entitled, upon giving written notice to Seller, to terminate this Agreement whereupon the Earnest Money, Additional Earnest Money and any extension payments shall be immediately returned to Buyer by the Escrow Agent, and this Agreement shall terminate and become null and void; or
- 13.4. Buyer shall be entitled to file suit in any court of appropriate jurisdiction for specific performance of Seller's obligations under and pursuant to the terms and provisions of this Agreement and/or for any damages which Buyer shall be entitled to receive under this Agreement or applicable law.
- 13.5. In the event (i) that any warranty or representation by Buyer contained in this Agreement is not accurate, true and complete in all respects, or (ii) Buyer fails to comply with or perform any of the covenants, agreements or other obligations to be performed by Buyer and fails to cure such problem within the period provided above, then Seller shall be entitled to terminate this

Agreement and receive and retain the Earnest Money from the Escrow Agent as full liquidated damages and as its sole remedy hereunder. Thereafter, all rights, liabilities and obligations of Buyer to Seller under this Agreement shall terminate. The parties hereto hereby acknowledge that it is impossible to more precisely estimate the specific damage to be suffered by the Seller, and the parties hereto expressly acknowledge and intend that this provision shall be a provision for the retention of earnest money pursuant to the provisions of O.C.G.A. § 13- 6-7 and not as a penalty. In no event shall Seller be entitled to initiate litigation or take any other action seeking legal or equitable remedies against Buyer.

- 13.6. Except as specifically provided in this paragraph, neither Buyer nor Seller shall have any further rights, obligations or liabilities to the other as a result of the breach of this Agreement. It is the express intention of the parties to limit the rights and remedies which are available to Buyer and Seller under the laws of the United States, the State of Georgia or of any other state, county or municipality to those remedies expressly provided and set forth in this Agreement. Except as otherwise expressly provided in this Agreement, no action for damages or claims for liability, costs, expenses or losses shall be maintainable by Buyer or Seller against the other as a result of this Agreement.

14. NOTICES. Any notices which may be permitted or required under the terms and provisions of this Agreement to Buyer or Seller shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time the same are deposited with FedEx or via email. The time required for any response to such notice shall commence upon the receipt date by the parties to whom the notices are sent. Such notices shall be delivered at the following addresses:

To Seller:


Sandtown Center, LLC 4845 Woodvale Drive NW Atlanta, GA 30327-4555
Attention: Douglas Lawrence Crawford, Manager C: ~~(770) 712-2714~~
E: douglaslcrawford@gmail.com

678-613-5313



With a copy to:

Leo Rose III
1100 Peachtree Street, NE Suite 800
Atlanta GA 30309
D: (404) 954-9823
E: lrose@swfllp.com

To Buyer:

Searles Foundation
Attention: David S. Searles, Jr., CFO
5030 Nesbit Ferry Lane, Sandy Springs GA 30350 C: (678) 570-1177
E: davidsearles@crt-trust.com

With a copy to:

Five Points Development, LLC
Attention: Cassius S. Coleman, Manager

510 Stoneglen Chase SW
Atlanta GA 30331
C: (404) 849-8721
E: ccoleman@fivepointscsco.com

15. MISCELLANEOUS PROVISIONS

- 15.1. Possession. Possession of the Phase 1 Property and Phase 2 Property shall be delivered to Buyer upon delivery of the limited warranty deed from Seller.
- 15.2. Tax-Deferred Exchange. Seller and Buyer agree to cooperate with the other to effectuate a tax deferred like kind exchange (an "Exchange") with respect to (a) the sale of the Property by Seller and/or (b) the acquisition of the Property by Buyer, provided, however, that (i) neither party shall have liability to the other if such other party is unable to effectuate an Exchange for any reason, other than by reason of a default under this Agreement by the other party, (ii) either party's ability to effectuate an Exchange shall not be a condition to its obligation to close under this Agreement, and (iii) neither party shall be obligated to incur any costs, expenses or liabilities with respect to the Exchange of the other party.
- 15.3. Assignment. With respect to the Phase 1 Property, Buyer may freely assign its rights hereunder, but with the prior written consent of Seller. With respect to the Phase 2 Property, Buyer may freely assign its rights hereunder to any party qualified to receive a charitable donation and deliver a Form 8283 under the Internal Revenue Code, but with the prior written consent of Seller. At a minimum, Seller's consents, when required, shall not be unreasonably withheld, conditioned or delayed. Any assignee shall expressly assume all of Buyer's duties, obligations, and liabilities hereunder, and a copy of such assignment and assumption shall be provided with reasonable promptness to Seller. Buyer intends to create two or more special purpose entities for purposes of purchasing, developing and operating the Property described herein.
- 15.4. No Waiver: Rights Cumulative. Neither the failure of either party to exercise any power or right herein provided nor to insist upon strict compliance with any obligation herein specified, nor any custom, use or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement. Except as expressly limited the terms of this Agreement, all rights, powers and privileges conferred herein shall be cumulative and not restrictive of those provided at law or in equity.
- 15.5. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and no representations, inducements, promises or other agreements, oral, written or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties whose rights, as set forth in this Agreement, pertain thereto.
- 15.6. Survival. Except as expressly provided, this Agreement and each of the provisions hereof shall survive the Closing hereunder.

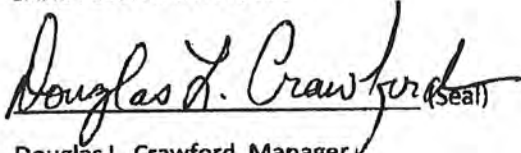
- 15.7. Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.
- 15.8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. Counterpart signature pages transmitted by email shall be deemed to be originals for all purposes.
- 15.9. Headings: Gender. The headings inserted at the beginning of each paragraph are for the convenience of the parties only and do not add to or subtract from the meaning and contents of each paragraph. Words of any gender used in this Agreement should be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.
- 15.10. Further Assurances. On and after the Effective Date, Seller and Buyer shall, at the request of the other, make, execute and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intention of this Agreement.
- 15.11. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 15.12. Business Days. If any date of significance hereunder falls upon a Saturday, Sunday or legal holiday, such date shall be deemed moved to the next succeeding business day which is not a Saturday, Sunday or legal holiday.
- 15.13. Time of the Essence. Time is of the essence of this Agreement.
- 15.14. Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with substantive laws of the State of Georgia.
16. OFFER. This Agreement shall be regarded as an offer by Buyer to Seller and is open for acceptance by Seller until 5:00 P.M., local Atlanta, Georgia time, on the date 20 days after this offer by which time written acceptance of such offer must have been actually received by Buyer. In the event Buyer's offer is not so accepted by said time and date, this Agreement shall be null, void and of no further force or effect, and neither Buyer nor Seller shall have any further rights or obligations hereunder.

{Signatures continued on the next page}

IN WITNESS WHEREOF, the parties hereto set their respective hands and affix their seals the day and year indicated below.

SELLER

SANDTOWN CENTER, LLC

 (Seal)

Douglas L. Crawford, Manager

Date signed: September 9, 2020

PURCHASER

BEVERLY J. SEARLES FOUNDATION, INC.

David Searles

BY: _____

David Sewall Searles, Jr., CFO

[Corporate Seal]

Date signed: September 07, 2020



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) Cassius S Coleman

Signature: Cassius S. Coleman Date: 2/17/21



ZONING MODIFICATION APPLICATION CHECKLIST

DOCUMENTS AND QUANTITIES REQUIRED

**ALL PERTINENT ITEMS ARE DUE AT THE TIME OF FILING.
NO INCOMPLETE APPLICATION WILL BE ACCEPTED.**

ITEM #	REQUIRED ITEM	NUMBER OF COPIES	CHECK ✓
1.	PRE-APPLICATION REVIEW FORM	1 Copy	✓
2.	APPLICATION FORM	3 Copies	✓
3.	LEGAL DESCRIPTIONS	3 Copies	✓
4.	SITE PLAN	9 Copies	✓
5.	LETTERS OF INTENT	9 Copies	✓
6.	PUBLIC PARTICIPATION PLAN	1 Copy	✓
7.	ADJACENT PROPERTY OWNERS/NEIGHBORHOOD ASSOCIATION LETTERS	2 Copies	N/A
8.	DEPARTMENTAL SIGN-OFF LETTERS	2 Copies	N/A
9.	DISCLOSURE FORM	2 Copies	✓

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
Planning Division
Community Development Services

Date: _____

2/19/21

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: _____

Cassius A. Coleman

Date: _____

1/20/2021

Applicant printed name: _____

CASSIUS S. Coleman



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 Services.
- ☒ 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). 1E; 2200174; 10143
- 3) Petition number of the Zoning or Use Permit to which this application applies 2001 Mix petition
Current zoning district 1
- 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: _____

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.

Sandtown Center LLC

TYPE OR PRINT OWNER'S NAME

4845 WOODVALE DR

ADDRESS

Atlanta Ga 30327

CITY & STATE

ZIP CODE

Sworn to and subscribed before me this
_____ day of _____ 20____

NOTARY PUBLIC

OWNER OF PROPERTY (SIGNATURE)

PHONE NUMBER

EMAIL ADDRESS

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.

Cassius S Coleman

APPLICANT (SIGNATURE)

CASSIUS S COLEMAN

TYPE/PRINT NAME OF APPLICANT

510 Stargen Chase

ADDRESS

Atlanta Ga 30331

CITY & STATE

ZIP CODE

404-849-8721

PHONE NUMBER

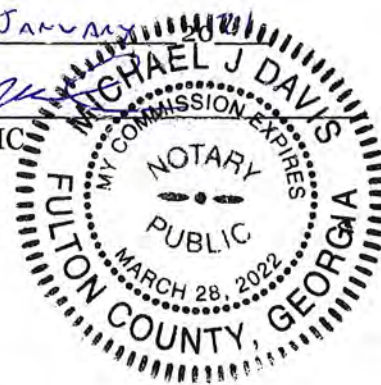
ccoleman@Fivepointseo.com

EMAIL ADDRESS

Sworn to and subscribed before me this

22 day of January 2021

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
AGENT

CHECK ONE: [] ATTORNEY []

ADDRESS

CITY & STATE

ZIP CODE

PHONE NUMBER

PROPERTY DESCRIPTION

Being all that tract or parcel of land in the City of South Fulton and lying within Land Lot 108, District 14FF, Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at the intersection of the South Line of aforesaid Land Lot 108 and the East Right of Way Line of Reynolds Road, (an apparent variable width right of way) as shown on a Final Plat entitled, "The Summit @ Sandtown Center, Phase 3", and recorded among the Land Records of Fulton County, Georgia in Plat Book 330, Page 70; thence, leaving said point and running with the said line of Reynolds Road, North 00° 41' 06" East, 754.74 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said line of Reynolds Road

1. North 00° 33' 39" East, 132.87 feet; thence,
2. North 00° 38' 18" East, 917.94 feet to the intersection with the Southerly Right of Way Line of Westlake Parkway (an apparent variable width right of way) as shown on a Final Plat entitled, "The Summit @ Sandtown Center, Phase 4", and recorded among the Land Records of Fulton County, Georgia in Plat Book 330, Page 92; thence, running with the said line of Westlake Parkway
3. 10.23 feet along the arc of a curve deflecting to the right, having a radius of 20.00 feet and a chord bearing and distance of North 15° 11' 09" East, 10.12 feet; thence,
4. North 29° 50' 11" East, 31.39 feet; thence,
5. 16.74 feet along the arc of a curve deflecting to the right, having a radius of 20.00 feet and a chord bearing and distance of North 53° 49' 37" East, 16.26 feet; thence,
6. 49.00 feet along the arc of a curve deflecting to the left, having a radius of 66.50 feet and a chord bearing and distance of North 56° 42' 30" East, 47.90 feet; thence,
7. 14.36 feet along the arc of a curve deflecting to the right, having a radius of 19.50 feet and a chord bearing and distance of North 56° 42' 00" East, 14.04 feet; thence,
8. North 77° 48' 04" East, 17.47 feet; thence,
9. North 74° 05' 52" East, 28.53 feet; thence,
10. 57.39 feet along the arc of a curve deflecting to the left, having a radius of 225.00 feet and a chord bearing and distance of North 69° 19' 43" East, 57.24 feet; thence,
11. North 62° 01' 17" East, 108.16 feet; thence,
12. 106.85 feet along the arc of a curve deflecting to the right, having a radius of 175.00 feet and a chord bearing and distance of North 79° 30' 47" East, 105.20 feet; thence,
13. South 82° 59' 42" East, 411.57 feet; thence,
14. 245.29 feet along the arc of a curve deflecting to the right, having a radius of 375.00 feet and a chord bearing and distance of South 64° 15' 21" East, 240.94 feet; thence,
15. South 45° 31' 01" East, 110.23 feet; thence,
16. 50.52 feet along the arc of a curve deflecting to the right, having a radius of 81.50 feet and a chord bearing and distance of South 27° 45' 26" East, 49.72 feet; thence, leaving the aforesaid line of Westlake Parkway and running adjacent to Common Area 1, Lots 322-324 and Common Area 4, as shown on the aforesaid "Phase 4" plat,
17. South 48° 50' 23" West, 127.96 feet; thence,
18. South 48° 50' 23" West, 38.00 feet; thence,
19. South 48° 50' 23" West, 26.00 feet; thence,
20. South 48° 50' 23" West, 26.00 feet; thence,
21. South 48° 50' 23" West, 26.00 feet; thence,

22. South 41° 09' 37" East, 128.00 feet to a point on the Northwest Right of Way Line of Stone Bay Drive (an apparent 50 feet wide right of way), as shown on the aforesaid "Phase 4" plat; thence, running with the said line of Stone Bay Drive
23. South 48° 50' 23" West, 697.35 feet; thence,
24. 19.83 feet along the arc of a curve deflecting to the right, having a radius of 175.00 feet and a chord bearing and distance of South 52° 05' 10" West, 19.82 feet; thence,
25. South 55° 19' 58" West, 46.72 feet to a point; thence, continuing along the line of Stone Bay Drive, as shown on the aforesaid "Phase 3" plat
26. South 55° 19' 58" West, 62.61 feet; thence,
27. 245.62 feet along the arc of a curve deflecting to the left, having a radius of 425.00 feet and a chord bearing and distance of South 38° 46' 34" West, 242.22 feet; thence, leaving the aforesaid line of Stone Bay Drive and running adjacent to Common Area 1, as shown on the aforesaid "Phase 3" plat
28. North 68° 56' 55" West, 56.74 feet; thence,
29. North 89° 24' 04" West, 180.37 feet; thence,
30. South 89° 47' 54" West, 4.03 feet to the Point of Beginning, containing 21.066 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded, and is subject to change based on a field run retracement survey. Description prepared from record information.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") results from Buyer's offer as of September 7, 2020, by and between **Sandtown Center, LLC** ("Seller") and **Beverly J. Searles Foundation, Inc.**, a Georgia not-for-profit corporation ("Buyer"). The Effective Date shall be deemed five (5) business days after the date of that both Buyer and Seller have executed this Agreement.

WITNESSETH:

WHEREAS, the parties desire to enter into an Agreement for the purchase and sale of certain real property as described herein.

NOW, FOR AND IN CONSIDERATION of the covenants, agreements, premises and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto intending to be legally bound hereby, do covenant and agree as follows:

1. PROPERTY. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase the land being Parcel Number 14F0102LL0015 according to the Fulton County, Georgia Tax Assessors Office. The parcel is termed the "Total Property" shown in the Tax Card and Tax Plat attached. The parcel is located Boat Rock Rd #Rear, City of South Fulton and totals 21 acres more or less. At the Closing, Purchaser shall convey the "Phase 1 Property" and "Phase 2 Property" in two separate deeds using the legal description in the Title Commitment and Survey.
2. CONCEPT PLAN. Pursuant to Buyer's "Master Concept Plan" to be delivered during the Inspection Period (defined below), the Property shall be divided into the "Phase 1 Property" being approximately 55% of the Total Property and "Phase 2 Property" being balance.
3. PURCHASE PRICE for Phase 1 Property. The purchase price ("Purchase Price") for the conveyance of the Phase 1 Property shall be \$1,750,000 paid by Buyer to Seller in Cash at Closing, in immediately available funds by wire transfer.
4. CHARITABLE CONTRIBUTION of Phase 2 Property. Separate from and in to the Cash at Closing, Seller shall make a charitable contribution to Buyer of the Phase 2 Property at the time of the Phase 1 Closing. Buyer shall pay the cost for an appraisal of the charitable contribution land which appraisal shall be subject to the reasonable review and comment of Seller. Buyer and Appraiser shall sign IRS Form 8283 and deliver to Seller. The Form 8283 shall determine the amount of Seller's charitable contribution.
5. CLOSING.
 - 5.1. Unless otherwise agreed in writing between Buyer and Seller, the closing ("Closing") of the purchase and sale of the Property shall be held at the offices of the Escrow Agent, at 10:00 o'clock A.M. on or before one-hundred forty (140) days following the Inspection Period.
 - 5.2. At Closing Buyer shall pay to Seller, subject to the adjustments and prorations hereinafter provided for and subject to the application of the Earnest Money, the balance of the cash portion of the Purchase Price. Seller shall execute and deliver to Buyer a limited warranty deed conveying fee simple and marketable title to the Property using the legal description derived from the

Survey, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever except for the Permitted Exceptions. Seller shall also deliver (a) a non-foreign person certification, and (b) a Georgia Withholding Certification.

- 5.3. Real property ad valorem taxes applicable to the Property shall be prorated as of the date of the Closing between the Seller and the Buyer, and said proration will be based upon the most recently available tax information and evaluation with respect to the Property or upon the actual tax bills if they have been prepared and issued. Buyer and Seller shall make adjustments between themselves post-Closing, if necessary, based on the actual tax bills for the Property, to correct the proration of taxes at Closing, and this provision shall survive Closing and the execution of the limited warranty deed.
- 5.4. Seller shall be responsible for all charges or assessments incurred against the Property up to and including the date of Closing, except for any such charges or assessments as may be caused by any activities of Buyer. Seller shall pay for the State of Georgia transfer tax due in connection with the recording of the deed from Seller to Buyer, and Buyer shall pay for its costs of Closing and for the recording fees incurred in connection with the recording of the deed from the Seller. Each party shall bear its own attorney's fees and expenses of Closing.
- 5.5. Seller shall execute and deliver such other documents and instruments as are helpful or necessary to evidence or effectuate the transactions contemplated hereby, including, without limitation, an owner's affidavit in a form reasonably approved by Seller, an authorizing resolution relative to this transaction, and any other instruments reasonably required by Buyer's title insurance company or necessary to consummate this transaction and to evidence the authority of Seller to convey the Property.
- 5.6. Buyer shall be entitled to two (2) three (3) month extensions of the Closing by depositing an additional \$25,000 non-refundable Earnest Money for each such extension. Such extension(s) may be necessary to handle confirm final plans and permits, financing. If extended Buyer shall pay all property taxes accruing between the date of extension and date of Closing except in the event of earlier termination of this Agreement.

6. EARNEST MONEY; ESCROW AGENT

- 6.1. Within five (5) business days of the Effective Date Buyer will deliver to **McGee & Oxford, LLP**, 5855 Sandy Springs Circle, Suite 300, Atlanta, Georgia, 30328, Attention: Pearce D. Hardwick (the "Escrow Agent") the sum of \$5,000 (the "Earnest Money"). At the conclusion of the Inspection Period, Buyer will tender \$25,000 Additional Earnest Money to the Escrow Agent.
- 6.2. The Earnest Money shall be applied to payment of the Purchase Price due at Closing (or as otherwise provided in this Agreement). Upon written notification from Buyer and Seller that the contemplated sale is to be consummated, the Escrow Agent shall deliver the Earnest Money to the closing attorney to be applied towards the payment of the Purchase Price, unless otherwise instructed by the parties hereto. Upon written notification signed by both Seller and Buyer that the contemplated sale shall not take place or that this Agreement is terminated, the Escrow Agent shall deliver the Earnest Money as provided in this Agreement; provided, however, a termination notice signed only by Buyer shall be required to terminate this Agreement pursuant this Agreement. The parties hereto covenant and agree that in performing any of its duties

under this Agreement, the Escrow Agent shall not be liable for any loss, costs, or damage which it may incur as a result of serving as the Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, the Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to the duties and responsibilities of the Escrow Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement. In the event of a dispute between the parties hereto sufficient in the sole discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction the Earnest Money, together with such legal pleadings as it deems appropriate, and thereupon be discharged.

7. INSPECTION PERIOD

- 7.1. The Inspection Period shall begin with the Effective Date and continue until one-hundred fifty (150) days following the Effective Date. During the Inspection Period Buyer shall be entitled to test, inspect, survey and examine the Property, in order to determine, at Buyer's sole discretion, whether or not the Property is suitable for and feasible (economically and physically) to develop in accordance with Buyer's intended development plan and policies.
- 7.2. During the Inspection Period, Buyer shall have the right, at its sole cost, to apply for rezoning and/or conditional use permits to allow Buyer's Intended Use of the Total Property is for **Age-Restricted Apartments**. Seller shall, at no cost to Seller, reasonably cooperate with Buyer's rezoning efforts. Seller shall not be required to attend any meetings.
- 7.3. In the event that Buyer determines, in Buyer's sole discretion, that the Property is not suitable and feasible to Buyer's development plan and policies, Buyer shall notify Seller in writing of that determination on or before the end of the Inspection Period, and this Agreement shall terminate upon such notification, and the Escrow Agent shall immediately return the Earnest Money less \$100.00 to Buyer, and Escrow Agent shall deliver the \$100.00 so retained to Seller as consideration for Seller's performance of its obligations hereunder. In the event that Buyer does not notify the Seller of the termination of this Agreement pursuant hereto, this paragraph will be deemed to have been waived by Buyer.
- 7.4. Upon the Effective Date and during the term hereof, Buyer and its agents, employees, independent contractors, engineers, surveyors and other representatives shall have the right to have full and complete access to the Property for the purpose of inspecting the Property, conducting noise studies, surveys, undertaking engineering analysis, plans or examinations, percolation tests, soil tests, borings, environmental analysis or other examination, mapping or testing on the Property and to perform all activities related to any of the foregoing in any respect and for any other reasonable purpose related to the purchase of the Property or the planned development thereof as is deemed necessary or appropriate by Buyer. Buyer shall indemnify and hold Seller harmless from any liability or damage to Seller as a result of Buyer's activities on

the Property, including reasonable attorney's fees actually incurred. Seller agrees to use its good faith efforts to provide to Buyer copies of documents in Seller's possession, custody or control relating to the title or physical condition of the Property, including title insurance policies, surveys, and engineering tests. Seller makes no representations or warranties that the documents to be delivered to Buyer are accurate or complete. Seller has provided the Inspection Period to Buyer to determine the accuracy of any such documents. Such documents are being delivered to Buyer as a courtesy to facilitate Buyer's review of the Property, and Buyer may rely upon or disregard such documents at its discretion and peril.

8. WARRANTY OF TITLE: TITLE EXAMINATION: SURVEY

8.1. Seller hereby represents and warrants to Buyer that, as of the date hereof, record title to the Property is vested in the Seller's name, and the Seller is the record owner of fee simple title to the Property.

8.2. During the Inspection Period, Buyer may examine record title to the Property and obtain a boundary survey ("Survey") of the Property by a licensed Georgia registered land surveyor (collectively, the "Initial Title Examination") and to notify Seller of any objections affecting marketability of title to the Property based on matters of record title or shown on the Survey other than the following: (i) general utility easements of record, if any, serving only the Property; (ii) ad valorem taxes and special assessments not yet due and payable with respect to the Property; (iii) such other survey or title matters as expressly permitted by Buyer in writing or deemed waived pursuant to this Agreement, and (iv) all matters in the real property records of Fulton County, Georgia (collectively "Permitted Exceptions"). If upon examination of record title and the Survey, title is found to be defective or objectionable, and Buyer notifies Seller in writing of such defects or objections which may include Permitted Exceptions ("Buyer's Title Objections") as provided above, then Seller shall within ten (10) business days of receipt of Buyer's Title Objections to notify Buyer in writing ("Seller's Cure Notice") of any matters in Buyer's Title Objections which Seller elects not to or will be unable to cure, it being agreed that Seller shall be required to cure all monetary liens created by, through or under Seller which encumber the Property whether or not objected to in Buyer's notice of Buyer's Title Objections. Seller shall have until the date of Closing (or such longer period as Buyer, in its sole discretion, consents to in writing) to cure or terminate any such defects or objections. In the event that the Seller fails to cure or terminate any such identified defects or objections within the period hereinabove set out, then Buyer, at its option, may elect to:

8.2.1. Waive any such survey or title defect or objection and consummate the transaction without reducing the Purchase Price; provided, however, that Buyer shall have the right to apply all or any portion of the Purchase Price to the cure of any such title defect or objection created by, through or under Seller that can be cured by payment of money, such as security deeds and liens; or

8.2.2. Terminate this Agreement by written notice to Seller, whereupon all Earnest Money shall be returned immediately to Buyer by the Escrow Agent, and thereafter no party to this Agreement shall have any rights, obligations or liabilities hereunder.

- 8.3. In the event Seller shall fail to timely notify Buyer with respect to Buyer's Title Objections, Seller shall be deemed to have elected not to cure all matters set forth therein. In the event Seller affirmatively informs Buyer in Seller's Cure Notice that Seller is unable or unwilling to cure any objections raised in Buyer's Title Objections, then Buyer shall be entitled to exercise the options outlined in Section 8.2.1 or 8.2.2 of this Agreement.
- 8.4. From and after the date of the Initial Title Examination, Buyer may from time to time during the term of the Agreement make further examinations of the title to and update the Survey, and Buyer may object to any matters of title first appearing of record after the effective date of such Initial Title Examination by giving Seller written notice of any such defects or objections. Seller shall thereafter have until the date of Closing (or such longer period as Buyer, in its sole discretion, consents to in writing) in which to cure or terminate any such defect or objection. If Seller is unable or refuses to remove or cure such additional title objections, then Buyer shall be entitled to exercise the same rights enumerated above.
9. SELLER'S REPRESENTATIONS AND WARRANTIES. Buyer and Seller shall jointly agree to abide by the Patriot Act. Seller hereby warrants and represents to Buyer, that to the best of Seller's knowledge and belief, as follows:
- 9.1. That this Agreement constitutes a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms;
- 9.2. That the execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Seller in order to consummate this transaction have been or will be obtained and authorized as so required;
- 9.3. That as of the Effective Date there are no actions, suits, claims, demands or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof, and that there are no liens, special assessments, easements, reservations, restrictions, covenants or encumbrances arising by, through or under Seller other than matters of public record affecting the Property;
- 9.4. That there are no other persons or entities claiming by, through or under Seller who have any rights to acquire the Property or have any rights or claims therein or thereto or for any portion thereof except as may appear of public record;
- 9.5. That, except as disclosed in the public records on the Effective Date, there are no outstanding state or federal tax liens, claims or demands against Seller which constitute or will constitute a lien against the Property;
- 9.6. That Seller shall not take any action during the term of this Agreement which would hamper or impede the consummation of this purchase and sale transaction or which would cause any of the representations and/or warranties made in this paragraph to become untrue, inaccurate or incomplete in any respect;
- 9.7. That Seller will notify Buyer promptly of any occurrence, notification or variation in the representations or warranties contained herein;

- 9.8. That Seller has received no notification, written or otherwise, from any individual, corporation, governmental agency, bureau or authority which pertains to or concerns the environmental or ecological condition of the Property;
- 9.9. In the event that any of the warranties and representations contained in this Paragraph 9 are not accurate, true and complete in all respects on the Closing Date, or in the event that Seller has breached any of the covenants on or before the Closing Date, then and in either of such events Buyer, at Buyer's election, shall be entitled either (a) to terminate this Agreement by written notice to Seller and Broker, whereupon the Escrow Agent immediately shall return the Earnest Money to Buyer, and no party hereto shall have any further rights or obligations hereunder; or (b) to waive such inaccurate, untrue or incomplete warranties or representations or breached covenants and proceed with Closing under this Agreement without reduction in the Purchase Price.
- 9.10. Seller shall confirm the foregoing representations and warranties at Closing subject to any updated information (e.g., a litigation filed by a third party). The representations and warranties of Seller shall survive Closing for a period of twelve (12) months.
10. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer hereby warrants and represents to Seller, and covenants with Buyer, as follows:
- 10.1. That this Agreement constitutes a valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms;
- 10.2. That the execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Buyer in order to consummate this transaction have been or will be obtained and authorized as so required;
- 10.3. That Buyer has been organized and is existing as a corporation exempt from Federal income tax under Section 501(c)(3) of the Code and shall retain such status through the Closing Date.
- 10.4. Buyer shall confirm the foregoing representations and warranties at Closing. The representations and warranties of Seller shall survive Closing for a period of twelve (12) months.
11. **CONDEMNATION.** If prior to the Closing of the purchase and sale of the Property, all or any part of the Property is condemned or in the reasonable judgment of Buyer is in danger of being condemned, through the exercise of the power of eminent domain or inverse condemnation, and such condemnation does or would materially and adversely affect the Property, then Buyer, at Buyer's election, may
- 11.1. Terminate this Agreement by written notice to Seller and Broker whereupon this Agreement shall become null and void, and Buyer shall be entitled to an immediate refund of the Earnest Money from the Escrow Agent; or
- 11.2. Consummate the transaction and Closing contemplated by this Agreement and receive any condemnation proceeds paid or payable as a result of any such condemnation or threat of condemnation. In the event that Buyer elects to consummate the Closing, then Seller hereby agrees to transfer and assign any and all rights which it may have in and to any proceeds of such

condemnation or threatened condemnation to the Buyer in conjunction with and at the time of Closing.

12. BROKER. Buyer and Seller hereby warrant and represent to the other that other the D.L Crawford & Associates, Inc. (who shall be paid a commission by Seller pursuant to a separate agreement) such party has not employed any broker or agent in connection with this Agreement except as specified in this paragraph. Buyer and Seller covenant and agree, each to the other, to indemnify the other against any loss, liability, costs, claims, demands, damages, actions, causes of action, or suits based upon or arising out of the alleged employment or use by the indemnifying party of any other real estate broker or agent in connection with the sale of any portion of the Property. An officer of Buyer is a licensed real estate broker. At Closing Seller shall be pay a \$150,000 brokerage fee to Buyer's Broker: CRT Commercial Group, GA License #10756.

13. DEFAULT AND REMEDIES

- 13.1. In the event of a default, breach of warranty or other representation contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific default, breach, or other problem and up to ten (10) days after the receipt of that written notice in which to cure said default, breach or other problem. If such default, breach or other problem is not corrected within that period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth. Notwithstanding the foregoing provisions, Buyer, in its sole discretion, shall have the right to extend the time period in which Seller may cure or otherwise correct any specified default, breach or defect for an additional period not to exceed thirty (30) days. Upon Buyer's written agreement to so extend, Seller shall be entitled to extend the date of Closing, if required, to a date not less than thirty (30) days from the date on which Seller notifies Buyer in writing that any such default, defect or other problem has been cured and provides Buyer with proper documentation evidencing that fact.
- 13.2. In the event (i) that any warranty or representation by Seller contained in this Agreement is not accurate, true and complete in all respects or (ii) Seller fails to comply with or perform any of the conditions, covenants, or agreements contained herein, and further provided that Seller fails to cure after written notice, then, at Buyer's option:
- 13.3. Buyer shall be entitled, upon giving written notice to Seller, to terminate this Agreement whereupon the Earnest Money, Additional Earnest Money and any extension payments shall be immediately returned to Buyer by the Escrow Agent, and this Agreement shall terminate and become null and void; or
- 13.4. Buyer shall be entitled to file suit in any court of appropriate jurisdiction for specific performance of Seller's obligations under and pursuant to the terms and provisions of this Agreement and/or for any damages which Buyer shall be entitled to receive under this Agreement or applicable law.
- 13.5. In the event (i) that any warranty or representation by Buyer contained in this Agreement is not accurate, true and complete in all respects, or (ii) Buyer fails to comply with or perform any of the covenants, agreements or other obligations to be performed by Buyer and fails to cure such problem within the period provided above, then Seller shall be entitled to terminate this

Agreement and receive and retain the Earnest Money from the Escrow Agent as full liquidated damages and as its sole remedy hereunder. Thereafter, all rights, liabilities and obligations of Buyer to Seller under this Agreement shall terminate. The parties hereto hereby acknowledge that it is impossible to more precisely estimate the specific damage to be suffered by the Seller, and the parties hereto expressly acknowledge and intend that this provision shall be a provision for the retention of earnest money pursuant to the provisions of O.C.G.A. § 13- 6-7 and not as a penalty. In no event shall Seller be entitled to initiate litigation or take any other action seeking legal or equitable remedies against Buyer.

- 13.6. Except as specifically provided in this paragraph, neither Buyer nor Seller shall have any further rights, obligations or liabilities to the other as a result of the breach of this Agreement. It is the express intention of the parties to limit the rights and remedies which are available to Buyer and Seller under the laws of the United States, the State of Georgia or of any other state, county or municipality to those remedies expressly provided and set forth in this Agreement. Except as otherwise expressly provided in this Agreement, no action for damages or claims for liability, costs, expenses or losses shall be maintainable by Buyer or Seller against the other as a result of this Agreement.

14. NOTICES. Any notices which may be permitted or required under the terms and provisions of this Agreement to Buyer or Seller shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time the same are deposited with FedEx or via email. The time required for any response to such notice shall commence upon the receipt date by the parties to whom the notices are sent. Such notices shall be delivered at the following addresses:

To Seller:

Sandtown Center, LLC 4845 Woodvale Drive NW Atlanta, GA 30327-4555
Attention: Douglas Lawrence Crawford, Manager C: ~~(770) 712-2734~~
E: douglaslcrawford@gmail.com

678-613-5313

With a copy to:

Leo Rose III
1100 Peachtree Street, NE Suite 800
Atlanta GA 30309
D: (404) 954-9823
E: rose@swflp.com

To Buyer:

Searles Foundation
Attention: David S. Searles, Jr., CFO
5030 Nesbit Ferry Lane, Sandy Springs GA 30350 C: (678) 570-1177
E: davidsearles@crt-trust.com

With a copy to:

Five Points Development, LLC
Attention: Cassius S. Coleman, Manager

510 Stoneglen Chase SW
Atlanta GA 30331
C: (404) 849-8721
E: ccoleman@fivepointsco.com

15. MISCELLANEOUS PROVISIONS

- 15.1. Possession. Possession of the Phase 1 Property and Phase 2 Property shall be delivered to Buyer upon delivery of the limited warranty deed from Seller.
- 15.2. Tax-Deferred Exchange. Seller and Buyer agree to cooperate with the other to effectuate a tax deferred like kind exchange (an "Exchange") with respect to (a) the sale of the Property by Seller and/or (b) the acquisition of the Property by Buyer, provided, however, that (i) neither party shall have liability to the other if such other party is unable to effectuate an Exchange for any reason, other than by reason of a default under this Agreement by the other party, (ii) either party's ability to effectuate an Exchange shall not be a condition to its obligation to close under this Agreement, and (iii) neither party shall be obligated to incur any costs, expenses or liabilities with respect to the Exchange of the other party.
- 15.3. Assignment. With respect to the Phase 1 Property, Buyer may freely assign its rights hereunder, but with the prior written consent of Seller. With respect to the Phase 2 Property, Buyer may freely assign its rights hereunder to any party qualified to receive a charitable donation and deliver a Form 8283 under the Internal Revenue Code, but with the prior written consent of Seller. At a minimum, Seller's consents, when required, shall not be unreasonably withheld, conditioned or delayed. Any assignee shall expressly assume all of Buyer's duties, obligations, and liabilities hereunder, and a copy of such assignment and assumption shall be provided with reasonable promptness to Seller. Buyer intends to create two or more special purpose entities for purposes of purchasing, developing and operating the Property described herein.
- 15.4. No Waiver: Rights Cumulative. Neither the failure of either party to exercise any power or right herein provided nor to insist upon strict compliance with any obligation herein specified, nor any custom, use or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement. Except as expressly limited the terms of this Agreement, all rights, powers and privileges conferred herein shall be cumulative and not restrictive of those provided at law or in equity.
- 15.5. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and no representations, inducements, promises or other agreements, oral, written or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties whose rights, as set forth in this Agreement, pertain thereto.
- 15.6. Survival. Except as expressly provided, this Agreement and each of the provisions hereof shall survive the Closing hereunder.

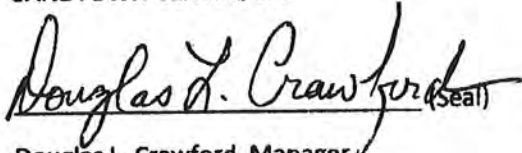
- 15.7. Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.
- 15.8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. Counterpart signature pages transmitted by email shall be deemed to be originals for all purposes.
- 15.9. Headings: Gender. The headings inserted at the beginning of each paragraph are for the convenience of the parties only and do not add to or subtract from the meaning and contents of each paragraph. Words of any gender used in this Agreement should be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.
- 15.10. Further Assurances. On and after the Effective Date, Seller and Buyer shall, at the request of the other, make, execute and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intention of this Agreement.
- 15.11. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 15.12. Business Days. If any date of significance hereunder falls upon a Saturday, Sunday or legal holiday, such date shall be deemed moved to the next succeeding business day which is not a Saturday, Sunday or legal holiday.
- 15.13. Time of the Essence. Time is of the essence of this Agreement.
- 15.14. Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with substantive laws of the State of Georgia.
16. OFFER. This Agreement shall be regarded as an offer by Buyer to Seller and is open for acceptance by Seller until 5:00 P.M., local Atlanta, Georgia time, on the date 20 days after this offer by which time written acceptance of such offer must have been actually received by Buyer. In the event Buyer's offer is not so accepted by said time and date, this Agreement shall be null, void and of no further force or effect, and neither Buyer nor Seller shall have any further rights or obligations hereunder.

{Signatures continued on the next page}

IN WITNESS WHEREOF, the parties hereto set their respective hands and affix their seals the day and year indicated below.

SELLER

SANDTOWN CENTER, LLC

 (Seal)

Douglas L. Crawford, Manager

Date signed: September 9, 2020

PURCHASER

BEVERLY J. SEARLES FOUNDATION, INC.



BY: _____

David Sewall Searles, Jr., CFO

[Corporate Seal]

Date signed: September 07, 2020

Letter of Intent for Sandtown Age-Restricted Housing Development

The Beverly J. Searles Foundation is pleased to declare our intent to develop an age-restricted development which will be called Sandtown 55 and will be located on land parcel within the City of South Fulton.

The development will include 210 units of age-restricted housing which will include an array of amenities specifically targeted to the age-restricted residents.

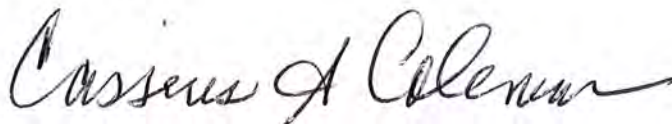
The Sandtown 55 development will provide quality housing for persons age 55 and over in the South Fulton community. The development will include attractive landscaping and green areas within the design to ensure a pleasant and welcoming environment for residents of the community. We have met with and received the support of Councilwoman Rowell who looks forward to this quality housing development that will contribute to the progress and economic development and investment of the City of South Fulton.

The Searles Foundation is a local development team that has developed several respected housing developments throughout the state. This Sandtown 55 development includes a partnership between the Searles Foundation and minority owned development firm Five Points Development. Both teams look forward to the strong partnership and working with the City of South Fulton to create a housing community that brings value and progress to the city.

The current parcel is zoned for 75 Assisted Living units and we are proposing a modification of this use to 210 age restricted apartments. The development will feature 2 separate buildings, one housing 140 units and the other comprising of 70 units and subject to the market study may be done in 2 phases. The modification is needed to accomplish the increase in density and age-restricted use. There is an overwhelming need for age restricted market rate apartments in the City of South Fulton which has been identified by Councilwoman Rowell.

Please contact Cassius Coleman at ccoleman@fivepointscs.com or David Searles at davidsearles@crt-trust.com with any questions.

Sincerely,

A handwritten signature in black ink that reads "Cassius A. Coleman". The signature is fluid and cursive, with the first name being the most prominent.

Cassius Coleman, Partner Five Points Development



**PUBLIC PARTICIPATION PLAN
FORM D**

Applicant: Beverly J Seales Foundation / Five Points Development

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:

We obtain a list of individuals and all other
property owners within a 1/4 mile of the development.

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 mail letters to each individual and
all others listed in #1.

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.)

We will conduct a virtual meeting due to COVID-19.

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: _____

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)

Cassius S Coleman

Signature:

Cassius S Coleman

Date:

1/20/2021

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: 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

DATE: May 25, 2021

SUBJECT: 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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
cv21-001	Cover Memo	5/20/2021

CV21-001

Concurrent Variance o Boat Rock Rd. (Rear)

City Council Meeting
City of South Fulton
May 25, 2021



CV21-001: 0 Boat Rock Rd. (Rear)

- Petitioner is asking for several concurrent variances to case M21-003
- Asking to allow for a 4-storey building (up from 3 stories) in the Sandtown Overlay, to allow for the stormwater retention facility to be built in a City setback and buffer area, and to allow for a parking shade island every 10 spaces (up from 5 spaces)
- No changes from the Zoning Hearing
- Staff recommends approval on the height and retention variances and denial on the parking island variance

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Mayor/Council Proclamations for Spreading on the Minutes

DATE: May 25, 2021

SUBJECT: Mayor/Council Proclamations for Spreading on the Minutes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation_ Art In The Paint_ Reeves	Cover Memo	5/20/2021
PROCLAMATION HABITAT FOR HUMANITY EDWARDS 4.26.21	Cover Memo	5/20/2021
PROCLAMATION DEBORAH BUNKLEY-Edwards	Cover Memo	5/20/2021
PROCLAMATION - Hendley-Wiggins Gilyard 5.12.21	Cover Memo	5/20/2021
PROCLAMATION - Municipal Clerks Week 5.4.21	Cover Memo	5/20/2021
PROCLAMATION - Westlake Lady Lions 4.28.21 w signatures	Cover Memo	5/20/2021



City of South Fulton

WHEREAS, In May of 2020, Art In The Paint, a 501(c)3 nonprofit corporation whose mission combines athletics, art, and activism, presents the opening of the refurbished and repurposed basketball court, themed, “Renee’s Dream”, in the Sable Chase community in the City of South Fulton, District 5; and

WHEREAS, Art In The Paint, in collaboration with the Renee Montgomery Foundation and the Sable Chase community, will consistently provide the community with a venue for the youth and community members to have direct access to art that encourages and promotes positive change; and

WHEREAS, In March and April 2021, Art In The Paint worked in conjunction with Councilman Corey A. Reeves and staff, The Renee Montgomery Foundation, RCW Renovations, See Beautiful, Serve Financial, Sherwin Williams, KDE Consulting and Development, Georgia Stand Up, and Macaroni Kid College Park * East Point * Morrow to refurbish and repurpose the sole basketball court in the Sable Chase Community by commissioning a mural designed by the artist, Aveladesign; and

WHEREAS, On this court, Antonette Velasquez (Aveladesign) created an original and unique image that included the theme of “Renee’s Dream”; and

WHEREAS, The concept of this project stems from the idea that Art In The Paint, AR Cooper, KDE Consulting and Development believe that art – in all its forms – is vital to a high quality of life and will help to not only repurpose basketball courts across the country but allow those courts to serve a purpose in our communities, while also creating a product of legacy and immortality; and

WHEREAS, The City of South Fulton County officials recognize that recreation and art bring a sense of community spirit to South Fulton County at large. Multiple community members and organizations worked to ensure the completion of this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of South Fulton Mayor and City Council, in recognition of the accomplishments of Art In The Paint and the various individuals and organizations involved, hereby proclaims May 15, 2021 as **Art In The Paint Day**, a day to revitalize our faith in the future of our youth, just as these basketball courts have been revitalized with vibrant artwork.

Councilman Corey A. Reeves, District 5

Page 304 of 569

City of South Fulton | May 25, 2021



City of South Fulton

WHEREAS, Habitat for Humanity is an international organization whose emphasis is to transform communities through neighborhood revitalization, education, innovative development, and partnerships;

WHEREAS, Atlanta Habitat for Humanity is one of its largest affiliates and impacts the lives of approximately 6,000 family members in 95 neighborhoods;

WHEREAS, with the construction of affordable, energy-efficient homes being one of the major focuses of Atlanta Habitat for Humanity, the non-profit homebuilder also renovates blighted properties and completes critical repairs for qualifying homeowners in Atlanta and South Fulton;

WHEREAS, Atlanta Habitat for Humanity is bringing its record-setting homeownership and neighborhood revitalization resources to the City of South Fulton in the largest service expansion in the organization's history;

WHEREAS, this leading non-profit who has made an estimated \$40 million impact across Atlanta in the past five years, will open the Atlanta Habitat for Humanity ReStore and Service Center on 6.2 acres at 5626 Old National Highway, South Fulton, Georgia;

WHEREAS, this is a significant expansion for Habitat for Humanity in that over the past five years it has grown from serving 50 families in 2016 to more than 150 every year and a record breaking 208 in 2019;

WHEREAS, the Atlanta Habitat ReStore, popular with home improvement enthusiasts and DIY shoppers, will sell new and gently used home goods to the public;

WHEREAS, this state-of-the art facility will include two electric vehicle charging stations, which is a first for the City of South Fulton;

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council is elated over the partnership that has been forged with Atlanta Habitat for Humanity, is excited about the value it will add to the sustainability of the community and revitalization of neighborhoods, and do hereby proclaim Monday, April 26, 2021 as ***ATLANTA HABITAT FOR HUMANITY ReSTORE AND SERVICE CENTER DAY*** in the City of South Fulton.

Mayor William "Bill" Edwards



City of South Fulton

WHEREAS, Debra Bunkley is a borne leader, who leads with distinction, making others better as a result of her presence;

WHEREAS, being raised in a God-fearing home to a Methodist minister and public-school teacher, Debra Bunkley, learned at an early age that, to whom much is given much is required;

WHEREAS, Debra believes that leadership is not about a title or a designation, but about impact, influence and inspiration;

WHEREAS, Debra Bunkley is completing a stellar Presidential term of four years with the East Point/College Park Alumnae Chapter;

WHEREAS, during her term, she excelled in her vision of **LEAD; Listen, Engage, Actively and Deliver**. She listened with continued assessment of community needs; she engaged with her beautiful smile and encouraging spirit; she led by example, being actively involved in all facets of the chapter and she delivered with excellence, authenticity and class;

WHEREAS, Debra believes that no man is an island, and it takes partnerships to get the job done. She formed collaborations with the Mayors of East Point and the City of South Fulton; Clayton County Schools and community organizations;

WHEREAS, not one to boast on her own laurels, Debra is intentional about preparing future leaders. She engages with Regional and National Leadership teams to usher in proper resources for development locally, regionally and nationally;

WHEREAS, Debra steps out of her role as President leaving the Chapter stronger, more engaged, more focused, more involved, and more committed to excellence;

NOW, THEREFORE, BE IT RESOLVED, That Mayor and City Council appreciates the unwavering commitment in the leadership of Debra Bunkley, thanks her for the partnership that has been forged with East Point/College Park Alumnae Chapter of Delta Sigma Theta and do hereby proclaim Saturday, May 15, 2021 as **DEBRA BUNKLEY DAY** in the City of South Fulton.

Mayor William “Bill” Edwards



City of South Fulton

WHEREAS, Antoinette Hendley-Wiggins works at the Chattahoochee Hills Charter School July of 2017, working for years as an educator in many capacities; and

WHEREAS, Antoinette Hendley-Wiggins worked tirelessly to promote literacy and lifelong learning among the South Fulton and Chattahoochee Hills communities; and

WHEREAS, Antoinette Hendley-Wiggins led the her educator career into the 21st century through her acceptance as one of the winners of the Feature a Charter School Teacher contest from the Association of American Educators; and

WHEREAS, Antoinette Hendley-Wiggins served multiple roles as teacher, mentor, advocate and friend to countless families of the communities throughout her educational career; and

WHEREAS, Antoinette Hendley-Wiggins is a leading person in the service to educate children of the South Fulton and Chattahoochee Hills communities; and

WHEREAS, Antoinette Hendley-Wiggins has provided help to a wide variety of individuals from various socio-economic, cultural, ethnic, educational and other diversified backgrounds; and

WHEREAS, Antoinette Hendley- Wiggins continues to be a driving force by address needs of children and concerns that lead to community education improvements; and

WHEREAS, Antoinette Hendley- Wiggins remains to equity plans to ensure that all students have access to excellent educators; and

WHEREAS, Antoinette Hendley- Wiggins outline strategies to address identified equity gaps and strives to access lop holes to make “Learning Easy” for all children; and

WHEREAS, Antoinette Hendley- Wiggins strives to be a highly effective teacher to change the life trajectory of students, regardless of students’ backgrounds.

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council appreciates the unwavering commitment and continued sacrifice of Antoinette Hendley-Wiggins, thanks her for the hard and dedicated work demonstrated throughout the years and do hereby proclaim Friday, May 14, 2021 as ***ANTOINETTE HENDLEY-WIGGINS APPRECIATION DAY*** in the City of South Fulton.

Councilwoman Naeema Gilyard



City of South Fulton

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world;

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants;

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels;

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all;

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community;

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council in recognition of the 52nd Anniversary of Municipal Clerks Week do proclaim **“THE WEEK OF MAY 2 THROUGH MAY 8, 2021, AS MUNICIPAL CLERKS WEEK”** in the City of South Fulton, and further extend appreciation to our Municipal Clerk, Corey E. Adams, Sr. and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Mayor William ‘Bill’ Edwards

Mayor Pro Tem Helen Willis
District 3

Councilwoman Catherine Rowell
District 1

Councilwoman Carmalitha Gumbs
District 2

Councilwoman Naeema Gilyard
District 4

Councilman Corey A. Reeves
District 5

Councilman khalid kamau
District 6

Councilman Mark Baker
District 7



City of South Fulton

WHEREAS, the Westlake Lady Lions is one of the most impressive high school girls’ basketball teams in the country; with laser-like focus, the Westlake Lady Lions have garnered a momentous 112 wins versus Georgia opponents in the last four years and have won four state titles, 2018, 2019, 2020 and 2021, finishing the 2019 and 2021 seasons, undefeated;

WHEREAS, led by the unconquerable Coach Hilda Hankerson since 1997, she has received the distinct honor of being the winningest coach in the Fulton County Schools’ history. Coach Hankerson says, it’s not about the wins and losses, but about the impact she has on the community, the lives she’s changed and the positive influence she’s able to share;

WHEREAS, Coach Hankerson’s awards are equally as impressive, being honored by the Georgia Athletic Coaches Association (FACA) for logging 600 wins as a coach; named 2019 Region Coach of the Year and State Coach of the Year by GACA for the 7A division and, USA Today Coach of the Year;

WHEREAS, under her dynamic leadership, Westlake is the eighth school in state history to win four consecutive girls’ basketball state championships;

WHEREAS, Coach Hankerson’s team completed an undefeated season in 2021, clinching the school’s seventh girls’ state championship defeating Carrollton 64 – 46 in the GHSA championship game, ending the season as the only undefeated team in the state;

WHEREAS, this power team of amazing young ladies includes the passion of Point Guard, Raven Johnson, who has been a vital impact player of this team. Raven was named Atlanta Journal-Constitution Girls’ Player of the Year as part of the senior class that won four consecutive state titles and lost only four games during their entire time at the school and never lost a game in their home state of Georgia;

WHEREAS, the phenomenal story continued when the Westlake Lady Lions dominated St. Paul VI Catholic High School of Chantilly, Virginia with a 70-50 victory, clinching the GEICO High School National Championship in Fort Myers, Florida;

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council shares with so many in congratulating the Westlake Lady Lions for a dominating season that afforded them the opportunity to bring back-to-back state and national championships and do hereby proclaim, Wednesday, April 28, 2021 as **WESTLAKE LADY LIONS VARSITY GIRLS’ BASKETBALL APPRECIATION DAY”** in the City of South Fulton.

Mayor William “Bill” Edwards

Mayor Pro Tem Helen Z. Willis, District 3

Councilwoman Catherine Rowell, District 1

Councilwoman Carmalitha Gumbs, District 2

Councilwoman Naeema Gilyard, District 4

Councilman Corey A. Reeves, District 5

Councilman khalid kamau, District 6

Councilman Mark Baker, District 7

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Confirmation of Recorded Development Plats As Approved by the City Engineer

DATE: May 25, 2021

SUBJECT: Request Council Confirmation of Recorded Development Plats As Approved by the City Engineer

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
May 2021 Agenda Item - Wendys (Jonesboro Rd)	Cover Memo	5/20/2021
May 2021 Agenda Item - Camden Manor	Cover Memo	5/20/2021
May 2021 Agenda Item - Oakhurst Glen	Cover Memo	5/20/2021
May 2021 Agenda Item - Wyncreek Estates	Cover Memo	5/20/2021
May 2021 Agenda Item - Anatole	Cover Memo	5/20/2021
May 2021 Agenda Item - Jackson Estate at Ono Road	Cover Memo	5/20/2021
May 2021 Agenda Item - Queen Anne	Cover Memo	5/20/2021
May 2021 Agenda Item - Retreat at Sierra Estates	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Council District(s) Affected
Requesting Department		
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

City of South Fulton Agenda Item Summary



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City of South Fulton Agenda Item Summary



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City of South Fulton Agenda Item Summary



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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		

City of South Fulton Agenda Item Summary



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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		

City of South Fulton Agenda Item Summary



City Council Meeting Date		Council District(s) Affected
Requesting Department		
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

City of South Fulton Agenda Item Summary



City Council Meeting Date		Council District(s) Affected
Requesting Department		
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

City of South Fulton Agenda Item Summary



City Council Meeting Date		Council District(s) Affected
Requesting Department		
Requested Action		
Requirements for Council Action (City specific Council policy, statute or code requirement)		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)		
Funding Source (if applicable)		
Financial Impact (if applicable)		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval 		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval authorizing the City Manager to execute a Right of Way Mowing and Maintenance Agreement: State Route 14 and County Road 1389

DATE: May 25, 2021

SUBJECT: Request Council Approval authorizing the City Manager to execute a Right of Way Mowing and Maintenance Agreement: State Route 14 and County Road 1389

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ROW Mowing & Maintenance Agreement	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 4/27/2021		
Requesting Department Public Works	Council District(s) Affected 3	
Requested Action Motion to authorize the Mayor and other City Officials as required to sign a Right of Way Mowing and Maintenance Agreement for GDOT P.I. 0011845 - State Route 14 (Roosevelt Highway) and County Road 1389 (Washington 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 landscaping associated with GDOT's intersection project. Execution of the agreement will allow the City to incorporate enhancements 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, maintenance and removal of the enhancements. The project is currently scheduled for letting in February 2022 with construction completion date in 2023.		
Funding Source (if applicable) Public Works Annual Operations Budget - <i>Not Applicable in FY2021</i> NR		
Financial Impact (if applicable) Implementation and maintenance costs are not anticipated until FY 2024.		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☒ No ☐		
Department Director Approval Public Works <i>[Signature]</i>		Finance Director Approval <i>[Signature]</i>
Assistant City Manager Approval <i>[Signature]</i>	City Attorney Approval <i>[Signature]</i>	City Manager Approval Tammi Saddler Jones



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

March 23, 2021

The Honorable William Edwards
Mayor, City of South Fulton/ Fulton County
5440 Fulton Industrial Blvd.
Atlanta, GA 30336

ATTN: Antonio Valenzuela, Public Works Director

Subject: **Right of Way Mowing & Maintenance Agreement for Execution**
P.I. 0011845, Fulton County
SR 14 @ CR 1389/WASHINGTON ROAD

Dear Mayor Edwards,

Enclosed is a Right of Way Mowing & Maintenance Agreement detailing the maintenance commitments for the proposed landscaping and sidewalk on the above referenced project.

This project will convert the existing T-intersection into a modern single lane roundabout at the intersection of State Route 14 (Roosevelt Highway) and County Road 1389 (Washington Road) in Fulton County.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS). Once the signed agreements are received within CATS, they will be routed for GDOT signatures, and then the City of South Fulton will be sent one copy of the fully executed agreement for the project file.

If you have any questions about the items contained in this agreement, please contact the Department's Project Manager, Zebedee Martin, at (404) 865-3494.

Sincerely,

A handwritten signature in cursive script, reading "Kimberly W. Nesbitt".

Kimberly W. Nesbitt
State Program Delivery Administrator


KWN:KESD:MH:ZAM:ts
Attachments

cc: Paul DeNard, Asst. District 7 Engineer/Preconstruction Engineer
Brandon Clayton, District 7 Maintenance Manager
Andy Doyle, State Maintenance Engineer

Rev: September 2020

RIGHT OF WAY MAINTENANCE AGREEMENT (LOCAL GOVERNMENT ONLY)

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF SOUTH FULTON

PROJECT ID # 0011845

Fulton County

THIS AGREEMENT made and entered into this ____ day of _____, 20____ (“Effective Date”) by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter referred to as “**DEPARTMENT**”, and CITY OF SOUTH FULTON hereinafter referred to as “**LOCAL GOVERNMENT**”.

WHEREAS, the **DEPARTMENT** desires to enter into a partnership to perform certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

WHEREAS, the **PROJECT** is associated with a permit approved and issued by the **DEPARTMENT**, permit identification number (PERMIT ID #) [N/A], which is referenced above and in Exhibit A, MAINTENANCE AGREEMENT (MA) WORK PLAN, and is hereby incorporated into this Agreement as if fully restated herein; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representation.

Page 1 of 13

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I

SCOPE OF PROJECT

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section(s) of the **DEPARTMENT'S** rights of way. This Agreement does not provide the **APPLICANT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT'S** right-of-way in general nor to the **PROJECT** area specifically, except the right to conduct the **PROJECT** work set forth in the **MAINTENANCE AGREEMENT (MA) WORK PLAN** (Exhibit A) in accordance with the terms and conditions of this Agreement.

The maintenance duties and responsibilities of the **LOCAL GOVERNMENT** are defined set forth in Exhibit A, **MA WORK PLAN**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants to the **LOCAL GOVERNMENT** the right to maintain that specific section(s) of **DEPARTMENT** right-of-way located in **FULTON** County, as more particularly described in Exhibit A.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the standards for all **PROJECT** activities. Equipment or materials utilized for the **PROJECT** must be moved on or across a traveled right of way in a manner as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that these maintenance services be performed by a third party, the **LOCAL GOVERNMENT** and the third party shall enter into an agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for those services rendered as set forth in Exhibit A. The Agreement between the **LOCAL GOVERNMENT** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, as set forth by the **DEPARTMENT**. All liability associated with the **PROJECT** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any major maintenance activities, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or

pedestrian flow within the right of way **PROJECT** limits, the **LOCAL GOVERNMENT** understands and agrees that it shall apply for and obtain a permit in accordance with the current edition of the **DEPARTMENT's** Driveway & Encroachment Control Manual prior to performance, and execute a separate agreement with the **DEPARTMENT** associated specifically with such permit.

ARTICLE II
EXECUTION OF AGREEMENT AND AUTHORIZATION
TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement, unless noted otherwise in Exhibit A or upon completion of the construction project associated with PERMIT ID N/A.

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LOCAL GOVERNMENT**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the **PROJECT** scope of the permission granted to **LOCAL GOVERNMENT** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV ASSIGNMENT

It is understood by the **LOCAL GOVERNMENT** that the work is considered personal and, except as provided for in Article I, **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in **FULTON** County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

ARTICLE VI INSURANCE

It is understood that the **LOCAL GOVERNMENT** is self-insured and all claims against **LOCAL GOVERNMENT** will be handled through **GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY**.

Prior to beginning work, the **LOCAL GOVERNMENT** shall, where applicable, cause its contractors and subcontractors to obtain the following minimum amounts of insurance coverage:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- (c) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT**

shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates shall also provide that the insurance will not be modified or canceled without a 30-day prior written notice to the **DEPARTMENT**. Failure by the **LOCAL GOVERNMENT** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

ARTICLE VII COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of **PROJECT** work under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days written notice of such termination, unless there is imminent or serious danger to the public health, safety, or welfare or to property, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **PROJECT** work under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the

DEPARTMENT is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- A. The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- B. The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the maintenance activities as set forth in Exhibit A, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items "A", "B", "C", and "D" above, as applicable, and then terminate the Agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

ARTICLE XII

MISCELLANEOUS

A. **NON-WAIVER.** No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.

B. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

C. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

D. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the Parties.

E. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

F. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

H. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

I. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON THE FOLLOWING PAGE.

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.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee

ATTEST:

Treasurer

LOCAL GOVERNMENT:

Print Name: _____
Title: _____

Sworn to before me this
_____ day of _____, 20____.

NOTARY PUBLIC
My commission expires _____, _____.

EXHIBIT A

MAINTENANCE WORK PLAN

For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

Watering

- Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

Seasonal Color (Annuals and Herbaceous Perennials and Roses)

- Install and maintain plant material at a height that does not interfere with clear sight lines for both pedestrians and vehicular traffic according to the Department's sight distance criteria
- Maintain bare areas in seasonal beds with a minimum 3-inch cover of mulch
- Cut back perennials each year after they are spent to keep the beds free of vegetative debris
- Maintain any rose shrubs at a height that will not obstruct existing directional signs or driver sight lines.

Pruning

- Remove dead or diseased planted vegetation.
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)
- Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.
- Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning standards

Plant Replacement

- Replacement of dead or diseased vegetation of planted material within the project limits is the responsibility of the LICENSEE

- Replacement plant material must be according to the Department's landscaping policy 6755-9 and Special Provision Section 702, attached hereto and incorporated by reference as Exhibit C

Weeding

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds
- All Pesticide/Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When pesticides/herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.
- Post warning signs for pesticide/herbicide use as required by state code.

Mowing and trimming of grass

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

Mulching

- Replace mulch in plant beds as needed to maintain an attractive, fresh look at a 2-3" depth
- Maintain mulch so that it will not spread or wash on to pedestrian paths or traveled lanes

Litter

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- Remove all graffiti within project limits

Installed Sidewalks/Multi-Use Trails

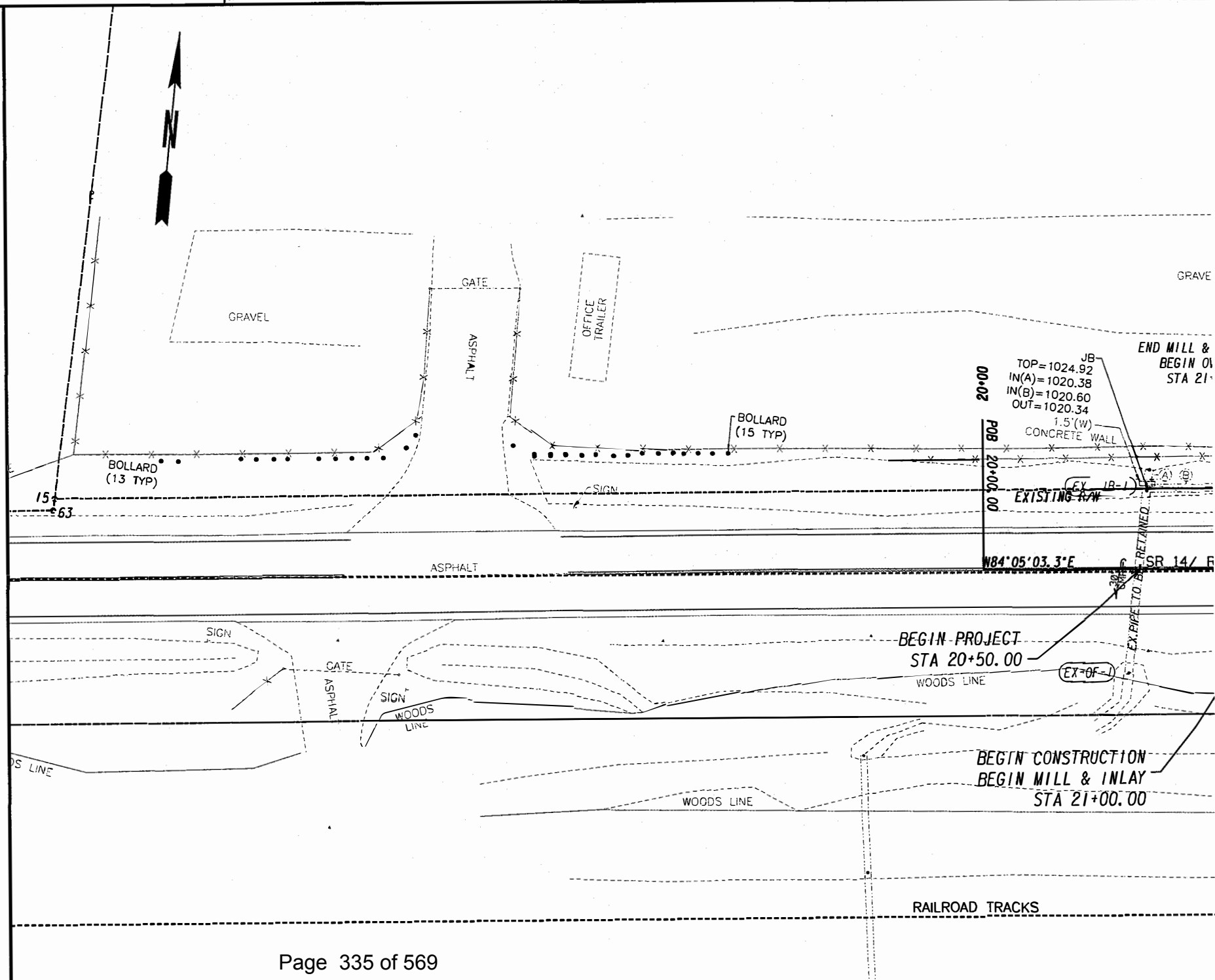
- Maintain and repair sidewalks and brick pavers according to the Americans with Disabilities Act (ADA)
- GDOT will not be responsible for damages to sidewalks/multi-use trails, amenities, etc. caused by maintenance activities on state right of way

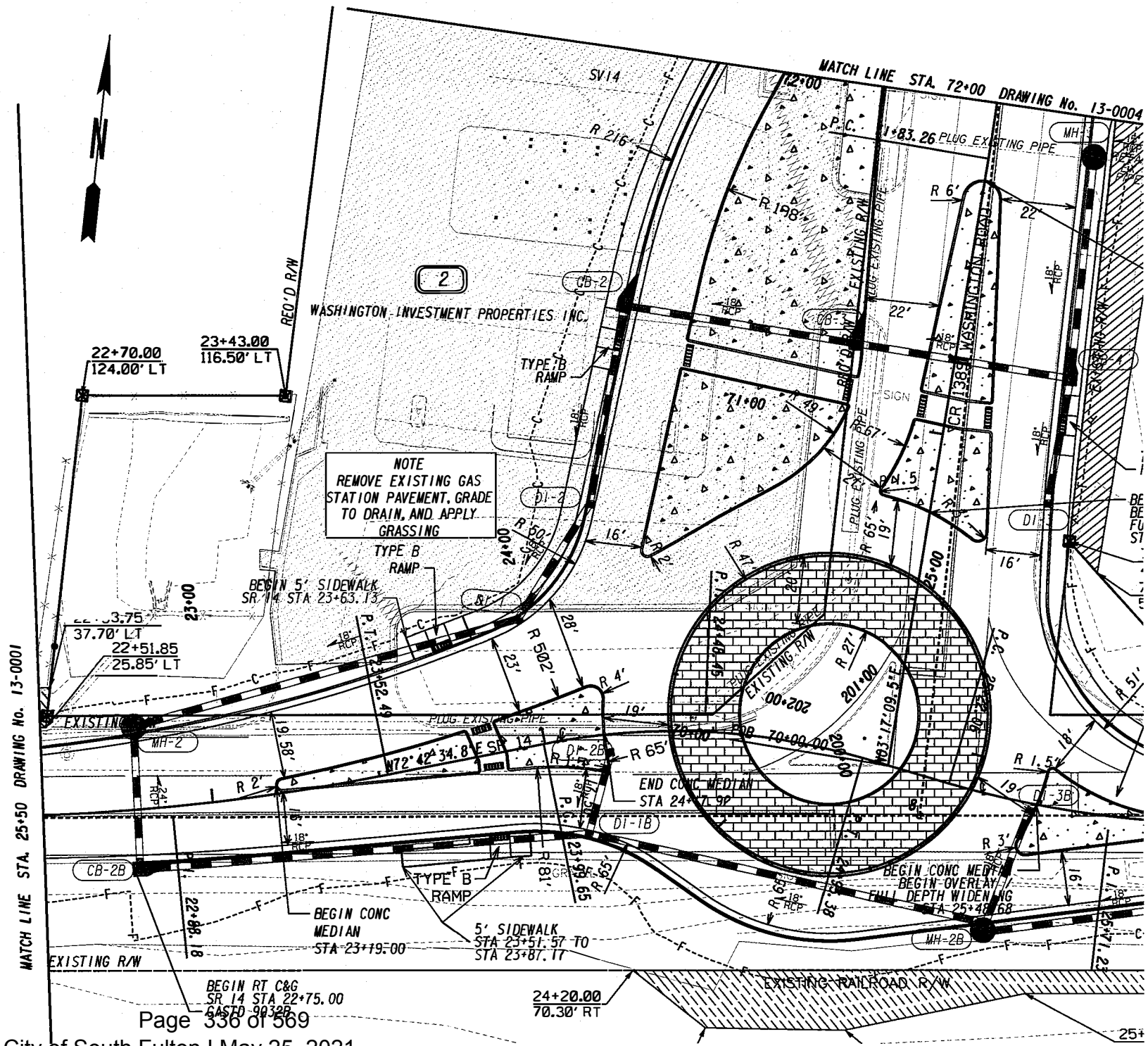
Installed Non-Standard Fencing/Site Furnishings

- Repair and/or replace damaged components

- Repair or install a temporary construction work fence immediately if damage involves a safety issue
- LICENSEE is responsible for all maintenance of non-standard fencing/site furnishings/murals

*NOTE: All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the **LICENSEE** notify the Department at least 48 hours prior to the activity to coordinate and gain Department appro*





2/10/2020
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3:02:50 PM

GPLOT-VB

gplotborder-VB1-P0.tbl

0011845_13-0003.dgn

MATCH LINE STA. 27+50 DRAWING No. 13-0002

4
UNITED STATES OF AMERICA

END OVERLAY
BEGIN MILL & INLAY
STA 27+50.00

28+00

END MILL & INLAY
END CONSTRUCTION
STA 28+00.00

END PROJECT
STA 28+50.00

00+62

POE
29+00.65

SR #4/ROOSEVELT T. HWY

EXISTING R/W

EXISTING RAILROAD R/W

MILE
POST
#11

EXISTING R/W

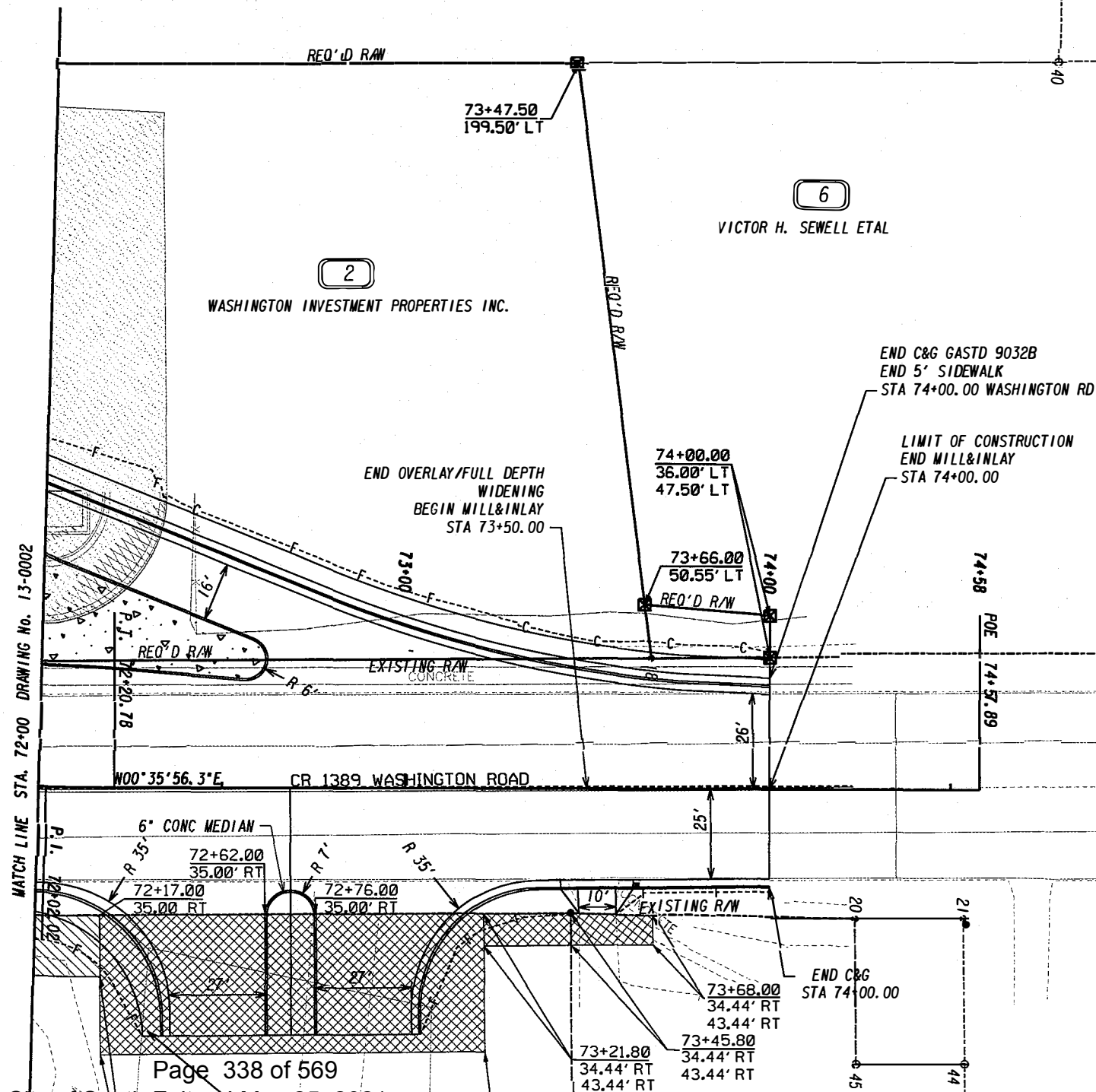
NORFOLK SOUTHERN RAILROAD

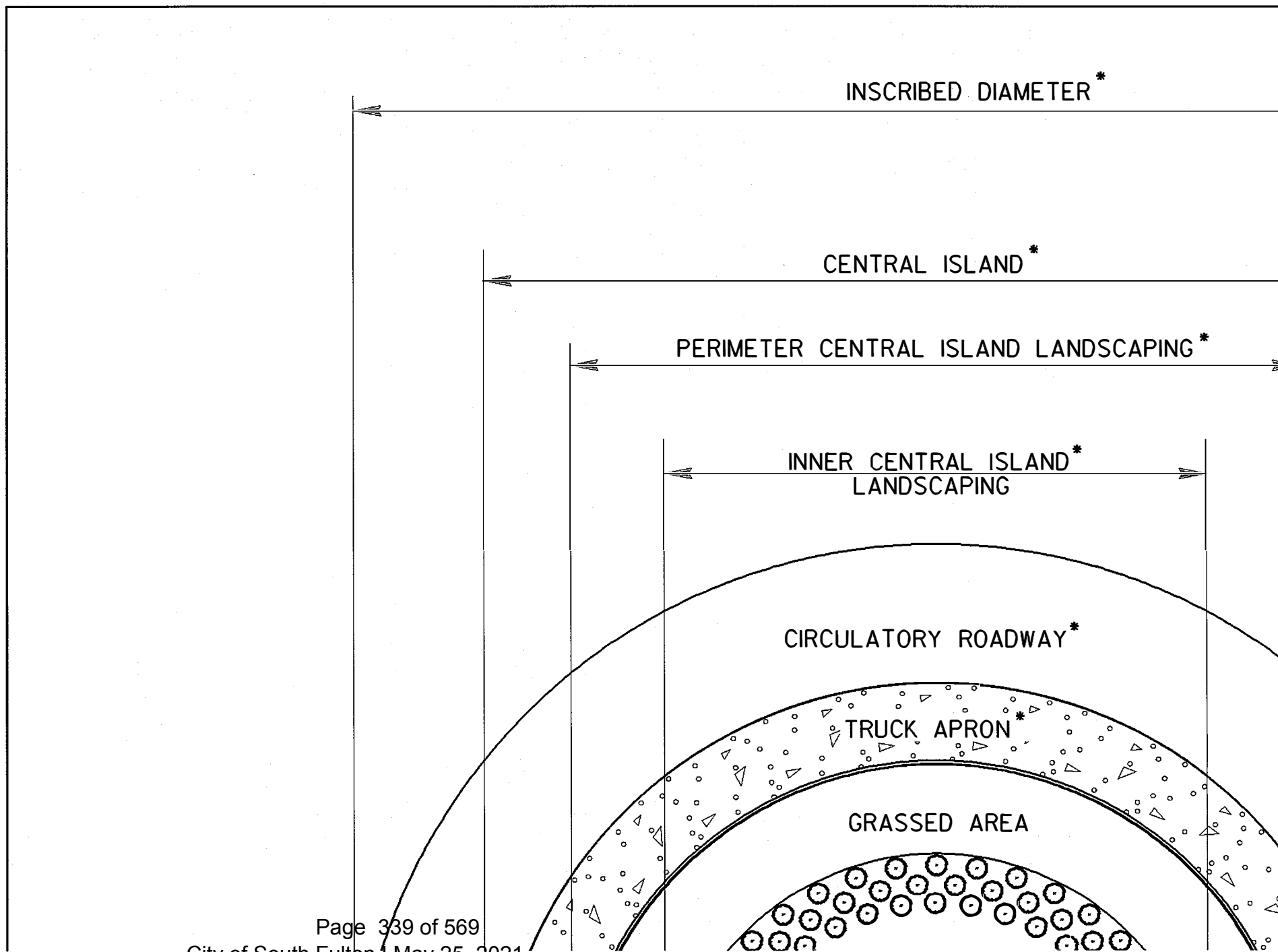
SPHALT

3

2'(W)X2.8'(H)
BOX CULVERT
INV=1018.06
NO VISIBLE
WING WALLS

RAILROAD TRACKS





Certificate Of Completion

Envelope Id: 766DD04000224632BEFA1CF5BACD3ACF
 Subject: 48400-425-IGOPD2200033/CITY OF SOUTH FULTON
 Source Envelope:
 Document Pages: 19
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
 GDOT DocuSign Admin
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Signer Events

William Edwards
 william.edwards@cityofsouthfultonga.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 4/2/2021 10:23:50 AM
 ID: 8686a9af-042c-4098-a76c-ed0b8cad67b6

Corey Adams
 corey.adams@cityofsouthfultonga.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Russell R McMurry
 catscommissioner@dot.ga.gov
 Security Level: In Session

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Angela O. Whitworth
 catstreasurerattest@dot.ga.gov
 Security Level: In Session

Electronic Record and Signature Disclosure:
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In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

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Status

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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

****** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval to enter into an Intergovernmental Agreement with the City of Fairburn for the full depth reclamation of Oakley Industrial Blvd, SR 74 to SR 92

DATE: May 25, 2021

SUBJECT: Request Council Approval to enter into an Intergovernmental Agreement with the City of Fairburn for the full depth reclamation of Oakley Industrial Blvd, SR 74 to SR 92

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
IGA with City of Fairburn regarding Oakley Road (PW)	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date May 25, 2021		
Requesting Department Public Works	Council District(s) Affected 7	
Requested Action Request Council Approval to enter into an Intergovernmental Agreement (IGA) with the City of Fairburn for the full depth reclamation of Oakley Industrial Boulevard, (SR74 to SR 92), within the City of South Fulton, in an amount not to exceed \$504,019.45.		
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 Public Works Department requests approval of the Intergovernmental agreement between the City of South Fulton and the City of Fairburn for the full depth reclamation of Oakley Industrial Boulevard, asphalt paving and striping, from Senoia Rd (SR 74) to SR 92. Oakley Industrial Boulevard will be resurfaced per Georgia Department of Transportation (GDOT) standards and specifications. The total resurfacing cost from Senoia Rd (SR 74) to SR 92 is estimated at \$720,027.78. The City of South Fulton's total estimated cost for construction is \$504,019.45 or 70% of the construction costs of the full-depth reclamation of Oakley Industrial Boulevard, from SR 74 to SR 92.		
Funding Source (if applicable) Funding Line Pending Midyear Budget Ordinance Approval		
Financial Impact (if applicable) \$504,019.45 or 70% of construction cost		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval <i>Antonio Valenzuela</i> _____ _____		Finance Director Approval <i>Nora Rebo</i> _____
Assistant City Manager Approval <i>[Signature]</i> _____	City Attorney Approval <i>Vincent D. Hyman</i> _____	City Manager Approval <i>Tammi Saddler Jones</i> _____

(STATE OF GEORGIA)

(COUNTY OF FULTON)

INTERGOVERNMENTAL AGREEMENT

Oakley Industrial Full-Depth Reclamation Project – SR 74 to SR 92 Project Number 21-001

This agreement made by and between City of Fairburn, Georgia, a subdivision of the State of Georgia (hereinafter referred to as “**City of Fairburn**”) and City of South Fulton, Georgia, a subdivision of the State of Georgia (hereinafter referred to as “**City of South Fulton**”), each of whom has been duly authorized to enter this agreement,

WITNESSETH:

WHEREAS, the City of Fairburn is working as the project sponsor on Project Number 21-001, Oakley Industrial Full-Depth Reclamation Project; and

WHEREAS, the City of Fairburn wishes to coordinate the full-depth reclamation of Oakley Industrial Boulevard from SR 92 to SR 74 under the above-mentioned project which is partially inside of the City of South Fulton and partially inside of the City of Fairburn; and

WHEREAS, both Cities feel that in it is the mutual interest of both parties to enter into this Intergovernmental Agreement for the purpose of this regional transportation improvement project which will beautify and provide roadway improvements to both Cities; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Description of Project – The project consists of full depth reclamation, asphalt paving and striping on Oakley Industrial Boulevard Road from the deceleration lane of the Solstice Apartment Complex to SR 74 in Fairburn. In addition, (#1) Oakley Industrial Boulevard from SR 74 to SR 92, (#2) Oakley Industrial Boulevard from SR 92 to Fayetteville Road, (#3) Oakley Industrial Boulevard from Fayetteville Road to Stalwart Road, (#4) Oakley Industrial Boulevard from just west of Bohannon Road to Creekwood Road, and (5) Gullatt Road for the bridge over I-85 to McLarin Road were bid as Add Alternates.
2. Design Costs - The City of Fairburn conducted the preparation of the construction plans for the project. The City of Fairburn was responsible for all engineering costs associated with the preparation of procurement documents necessary to design that portion of the project inside of the City of South Fulton’s city boundary.
3. Right-of-Way Costs – The City of Fairburn shall be responsible for all necessary costs associated with the acquisition of all rights-of-way and easements necessary to construct the improvements within the City of Fairburn. The City of South Fulton shall be responsible for all necessary costs associated with the acquisition of all rights-of-way and easements necessary to construct the improvements within the City of South Fulton. There are no anticipated ROW costs.
4. Utility Relocations - The City of Fairburn shall be responsible for one hundred percent (100%) of the necessary cost of utility relocations associated with the project inside of their City boundary. The City of South Fulton shall be responsible for one hundred percent (100%) of the necessary cost of utility relocations associated with the project inside of their boundary. All effort will be made to avoid utility relocation for this project.

5. Construction Cost – The City of Fairburn will contract with a contractor to construct the project. The City of South Fulton shall be responsible for all construction costs necessary to construct the project inside of the City of South Fulton’s city boundary. The City of South Fulton’s total estimated cost for construction is **\$504,019.45 or 70% of the construction costs of the full-depth reclamation of Oakley Industrial Boulevard, from SR 74 to SR 138**. Said payment to the City of Fairburn shall be due within 30 days after final completion of the construction activities. Please reference Exhibit “A” for the itemized breakdown of estimated construction cost.
6. Funding – In consideration of and with respect to funding to be provided by the City of South Fulton, the City of Fairburn agrees that it shall maintain records of the expenditures of all funds and such records shall be maintained in accordance with generally accepted accounting procedures. The City of Fairburn shall comply with all Federal, State and County regulations governing the use of any of the funds provided by the City of South Fulton for this project.
7. Notices – All notices pursuant to this agreement shall be served as follows:

As to City of South Fulton, Georgia:

Mayor
5440 Fulton Industrial Blvd.
Atlanta, Georgia 30336

As to City of Fairburn, Georgia:

Mayor
56 Malone St., SW
Fairburn, Georgia 30213

8. Term of Agreement - The term of this Agreement shall commence upon the date set forth above and shall terminate either one (1) year from that date or at such time as the construction of the Oakley Industrial Full-Depth Reclamation Project has been completed and fulfilled. The let date for this project was January 6, 2021. The anticipated Notice of Award date is April 28th, 2021.
9. Termination - This Agreement may be terminated by written agreement between City of Fairburn and the City of Union City, by the failure of a party to fulfill a material obligation, or by operation of law.
10. Governing Law - This Agreement shall be governed in all respects as to validity, construction, and performance by the laws of the State of Georgia.
11. Entire Agreement - This Agreement and its exhibits, incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. No other writings or oral agreements or conversations shall effect or modify any of the terms or obligations herein contained. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing service in connection with this Project of any liability or responsibility to perform the services in a safe and responsible manner or to complete the work in a good, substantial, and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either City of Fairburn or to the City of South Fulton by the Constitution and laws of the State of Georgia.

12. Amendment - No variation or modification of this Agreement shall be valid unless made in writing and executed by all parties.
13. Severability - If any section of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
14. Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 20__

CITY OF FAIRBURN, GEORGIA

ATTEST: _____
Arika Birdsong-Miller
City Clerk

By: _____
Elizabeth Carr-Hurst, Mayor
City of Fairburn

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Director, Community Development/Public Works

William R. (Randy) Turner
City of Fairburn Attorney

CITY OF SOUTH FULTON, GEORGIA

ATTEST: _____
(Seal)
Clerk to the Commission

By: _____
William "Bill" Edwards, Mayor
City of South Fulton

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Director, Public Works Department

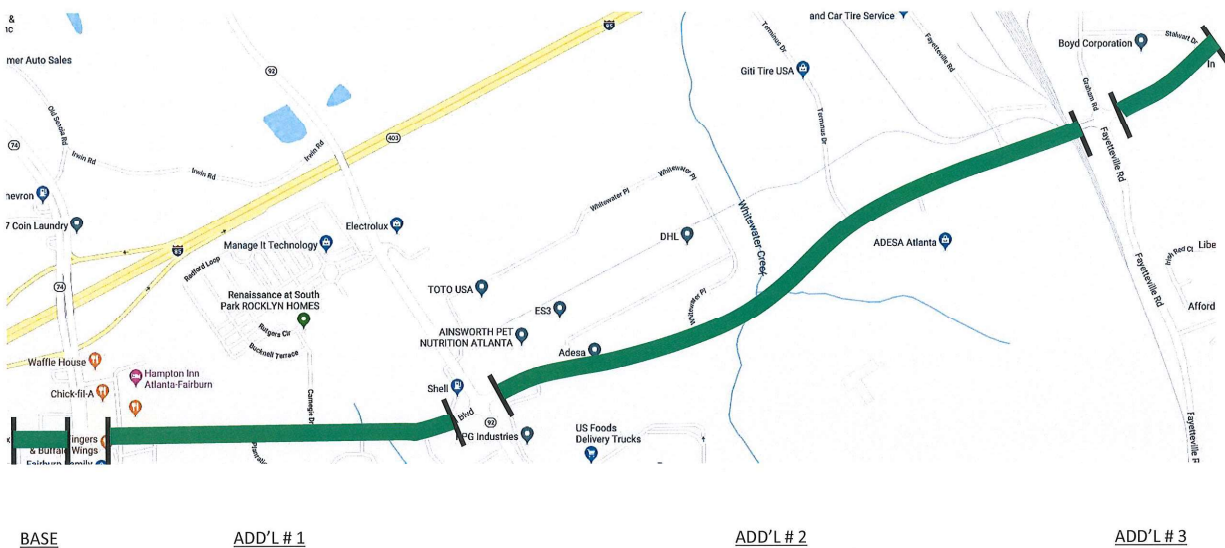
Office of City Attorney

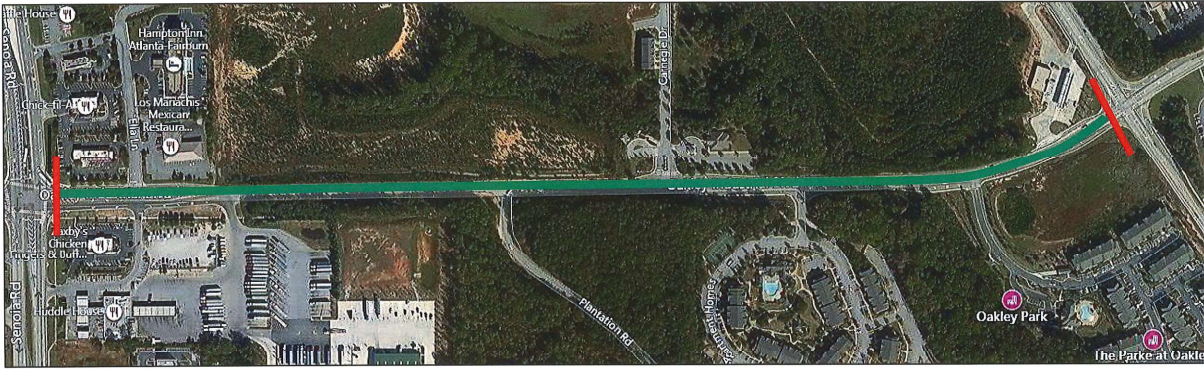
EXHIBIT “A” CONSTRUCTION COST

OAKLEY INDUSTRIAL BOULEVARD [SR 47 TO SR 92]					
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	
Traffic Control	1	LS	\$ 52375.78	\$ 52,375.78	
Temporary Silt Fence, TP C	500	LF	\$ 5.00	\$ 2,500.00	
Full Depth Reclamation of 14 IN of Existing Asphalt, Conc. and Subgrade with Cement Stabilization	18,600	SY	\$ 7.99	\$ 148,614.00	
Cement for Stabilization @ 90 LBS/SY	840	TN	\$ 165.00	\$ 138,600.00	
Recycled Asph Conc. 12.5 MM Superpave, GP 2 only, Incl. Bitum Matl & H Lime	1,540	TN	\$ 91.25	\$ 140,525.00	
Recycled Asph Conc. 19 MM Superpave, GP 1 or 2, incl. Bitum Matl & H Lime	2,050	TN	\$ 81.36	\$ 166,788.00	
Tack Coat	1,500	GL	\$ 1.92	\$ 2,880.00	
Thermoplastic Solid Traf Stripe, 5 IN, White	7,050	LF	\$ 0.46	\$ 3,243.00	
Thermoplastic Solid Traf Stripe, 5 IN, Yellow	6,750	LF	\$ 0.46	\$ 3,105.00	
Thermoplastic Solid Traf Stripe, 24 IN, White	24	LF	\$ 7.00	\$ 168.00	
Raised PVMt Markers, TP 1	230	EA	\$ 4.50	\$ 1,035.00	
Raised PVMt Markers, TP 3	140	EA	\$ 4.50	\$ 630.00	
Mill Asph CONC PVMt, Variable Depth	18,600	SY	\$ 2.10	\$ 39,060.00	
Adjust Manhole to Grade	4	EA	\$5,126.00	\$ 20,504.00	
PROJECT SUBTOTAL				\$ 720,027.78	

City of South Fulton 70% match = \$504,019.45

CITY OF FAIRBURN
OAKLEY INDUSTRIAL BLVD
(FULL DEPTH RECLAMATION)





ALTERNATE # 1:

OAKLEY INDUSTRIAL BOULEVARD (SR 74/SENOIA RD TO SR 92/SPENCE RD)

CITY OF FAIRBURN, GEORGIA	
PROJECT #:	
PROJECT:	Oakley Industrial Blvd
BID NUMBER	IFB 21-001

BID SCHEDULE					C.W. Matthews Contracting Company, Inc.		Project #	
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	No. of Units	Amount

**PROJECT: ADD ALTERNATE # 1: Oakley Industrial Boulevard
(SR 74 to SR 92)**

100	150-1000	TRAFFIC CONTROL	LS	1	\$52,375.78	\$52,375.78	1	\$52,375.78
101	171-0030	TEMPORARY SILT FENCE, TP C	LF	500	\$5.00	\$2,500.00	500	\$2,500.00
102	301-0320	FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT	SY	18,600	\$7.99	\$148,614.00	18,600	\$148,614.00
103	301-5001	CEMENT FOR STABILZATION @ 90 LBS/SY	TN	840	\$165.00	\$138,600.00	840	\$138,600.00
104	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,540	\$91.25	\$140,525.00	1,540	\$140,525.00
105	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2,050	\$81.36	\$166,788.00	2,050	\$166,788.00
106	413-0750	TACK COAT	GL	1,500	\$1.92	\$2,880.00	1,500	\$2,880.00
107	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	7,050	\$0.46	\$3,243.00	7,050	\$3,243.00

CITY OF FAIRBURN, GEORGIA	
PROJECT #:	
PROJECT:	Oakley Industrial Blvd
BID NUMBER	IFB 21-001

BID SCHEDULE					C.W. Matthews Contracting Company, Inc.		Project #	
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	No. of Units	Amount
108	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	6,750	\$0.46	\$3,105.00	6,750	\$3,105.00
109	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	24	\$7.00	\$168.00	24	\$168.00
110	654-1001	RAISED PVT MARKERS, TP 1	EA	230	\$4.50	\$1,035.00	230	\$1,035.00
111	654-1003	RAISED PVT MARKERS, TP 3	EA	140	\$4.50	\$630.00	140	\$630.00
112	432-5010	MILL ASPH CONC PVT, VARIABLE DEPTH	SY	18,600	\$2.10	\$39,060.00	18,600	\$39,060.00
113	611-8050	ADJUST MANHOLE TO GRADE	EA	4	\$5,126.00	\$20,504.00	4	\$20,504.00
ADD ALTERNATE # 1 BID TOTAL						\$720,027.78		\$720,027.78

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of An Intergovernmental Agreement for the provision of Election Services Between Fulton County and the City of South Fulton

DATE: May 25, 2021

SUBJECT: Request Council Approval of An Intergovernmental Agreement for the provision of Election Services Between Fulton County and the City of South Fulton

REFERENCE:

CONCLUSION:

BACKGROUND:

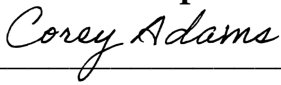
FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary _ FC Elections Contract 5.20.2021	Cover Memo	5/20/2021
Contract - South County Nov 2021	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 5-20-21		
Requesting Department City Clerk		Council District(s) Affected Districts 1-7
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 _____

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2021, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of South Fulton, Georgia (“City”), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

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

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections (“BRE”) has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of \$2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of \$2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

i) An estimate of the City's pro-rata share of the election costs based on the number of electors will be provided to the City and 75% of that amount is due to the County ninety (90) days prior to Election Day.

ii) Following the election, the actual costs of the election will be determined, as well as the City's pro-rata share of the actual costs.

iii) If based on the estimated election, costs a refund is due to the City, said refund will issue within ninety (90) days after the election.

iv) If based on the estimated election costs the City owes the County an additional amount for the election, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

4.3 For City elections that are not conducted contemporaneously with any countywide election, the City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

i) The City will pay the County the sum determined in Exhibit B for the election to be maintained in a separate election account. Said amount is due ninety (90) days prior to Election Day.

ii) Following the election, the actual costs of the election will be determined.

iii) If based on the payment made in compliance with Exhibit B a refund is due to the City said refund will issue within ninety (90) days after the election.

4.4 Failure to timely remit the funds owed will result in a 10% per month penalty.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including,

without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

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

ARTICLE 8 E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9 AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to: Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City: City Clerk

With a copy to: City Attorney

ARTICLE 12 NON-ASSIGNABILITY

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

ARTICLE 13 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14 SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
EBINDING EFFECT

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

ARTICLE 16
COUNTERPARTS

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

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

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF SOUTH FULTON, GEORGIA

(SEAL)

Mayor

City Clerk (SEAL)

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

City Attorney

City Clerk

EXHIBIT A

As per the Agreement executed on _____, the City of South Fulton, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This _____ day of _____, 2021.

City Clerk (SEAL)

The Fulton County Board of Registrations and Elections agrees to conduct the City of South Fulton General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

Elections Superintendent
Fulton County Board of Registration and
Elections (SEAL)



EXHIBIT B
CITY OF SOUTH FULTON
FLAT RATE CONTRIBUTION

Election	November 2, 2021 General	November 30, 2021 Runoff
Citywide		
Number of Active Registered Voters (as of 3.23.2021)	85,385	85,385
Cost Per Voter	\$2.96	\$2.46
Total Cost	\$252,740	\$210,047
Grand Total	\$462,787.00	

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval to accept the Fulton County FY20 Community Development Block Grant (CDBG) CV Program award in the amount of \$330,000

DATE: May 25, 2021

SUBJECT: Request Council Approval to accept the Fulton County FY20 Community Development Block Grant (CDBG) CV Program award in the amount of \$330,000

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Community Development Block Grant (Fulton County)	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Requesting Department		Council District(s) Affected	
Requested Action					
Requirements for Council Action (City specific Council policy, statute or code requirement)					
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)					
Funding Source (if applicable)					
Financial Impact (if applicable)					
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐					
Department Director Approval				Finance Director Approval	
Assistant City Manager Approval	City Attorney Approval		City Manager Approval		
			<i>Tammi Saddler Jones</i>		

21-0371 Real Estate and Asset Management

Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC#99999-SPD-ES40199409-0001, SWC#99999-SPD-ES40199409-0002, SWC#99999-SPD-ES40199409-0003, SWC#99999-SPD-ES40199373-002, SWC#99999-SPD-ES40199373-005, SWC#99999-SPD-ES40199373-009S, SWC#99999-SPD-SPD000155-0001, SWC#99999-SPD-SPD000155-0007, SWC #99999-001-SPD0000102-0004, and SWC#99999-001-SPD0000102-0023, Purchase 2021 Vehicles and Equipment Countywide, in the total amount of \$3,235,091.38 with: (A) Akins Ford-Dodge-Chrysler-Jeep-Pursuit (Winder, GA) in the amount of \$439,868.41; (B) Hardy Chevrolet -Pursuit (Dallas, GA) in the amount of \$512,419.08, (C) Wade Ford, Inc.-Pursuit (Smyrna, GA) in the amount of \$747,747.00; (D) Allan Vigil Ford-Administrative (Morrow, GA) in the amount of \$668,960.00; (E) Hardy Fleet Group Chev-Administrative (Dallas, GA) in the amount of \$107,269.20; (F) Wade Ford, Inc.-Administrative (Smyrna, GA) in the amount of \$237,223.12; (G) Rush Truck Center of Georgia, Inc. (Atlanta, GA) in the amount of \$87,509.57; (H) Peach State Truck Centers, LLC (Norcross, GA) in the amount of \$118,198.00; (I) Atlanta Kubota, LLC (Marietta, GA) in the amount of \$92,115.00; and (J) Flint Equipment Co., Inc., dba John Deere (Atlanta, GA) in the amount of \$223,782.00; to purchase 64 total 2021 vehicles and equipment through the Statewide Contracts: 33 pursuit & 27 administrative vehicles with customized accessories; and four (4) specialized heavy equipment for various Fulton County Departments. This is a one-time procurement.

Health and Human Services**21-0372 Public Works**

Request approval of a statewide contract - Department of Public Works, Biological Supplies and Lab Equipment & Supplies, SPD# 99999-SPD0000156, Contract No. 99999-001-SPD0000156-0003 in the amount of \$95,883.31 with Fisher Scientific, LLC (Suwanee, GA), to provide laboratory supplies. Effective upon execution of contract through December 31, 2021 with two renewal options.

21-0373 Community Development

Request approval by the Board of Commissioners of the Community Development Block Grant (CDBG) COVID CV-3 Resolution which authorizes the adoption and submittal of a Substantial Amendment to the 2019 Action Plan and the 2015-2019 Consolidated Plan to secure CARES ACT federal funds for COVID related projects and activities; to authorize and approve Cooperative Agreements for eligible projects to the following cities: College Park (\$110,000.00); East Point (\$550,000.00); Hapeville (\$1,800.00); Palmetto (\$132,000.00); Union City (\$385,000.00); and South Fulton (\$330,000); to authorize the Chairman to disburse funds and execute and administer contracts, and other related documents consistent with the federal program requirements and this Board action.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval authorizing the City Manager to execute the lease for Old National Marketplace – Phase II, 6385 Old National Highway, South Fulton, Ga 30349 for the Main Street Office

DATE: May 25, 2021

SUBJECT: Request Council Approval authorizing the City Manager to execute the lease for Old National Marketplace – Phase II, 6385 Old National Highway, South Fulton, Ga 30349 for the Main Street Office

REFERENCE:

CONCLUSION:

BACKGROUND:

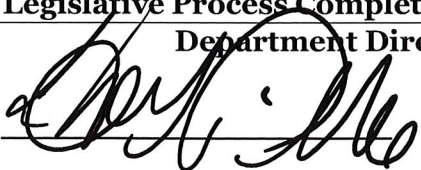
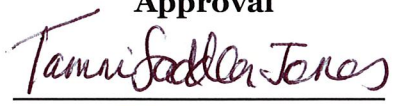
FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Old National Marketplace Lease 50445 City of South Fulton Lease 4.22.2021	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 5/25/2021		
Requesting Department Economic Development	Council District(s) Affected 6	
Requested Action 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		
Requirements for Council Action (City specific Council policy, statute, or coderequirement) Fulfills requirement to be a National Certified Main Street America Program. Mains Street American requires a full-time Main Street Manager to have a permanent office in the Main Street District. Additionally, the location will serve as a Welcome Center for the CVB and CollabSouth Small Business Resource Center location.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) As part of the fiscal year 2020 budget, the Mayor and Council approved funding to establish a Main Street District for the Red Oak Historic District and the Old National District. A requirement to be a National Certified Main Street America Program is establishing a Main Street office in the Main Street District. At the January 28, 2020, Regular Meeting of the Mayor and Council, the official Letter of Intent and funding was approved for the Old National Marketplace Phase II office.		
Funding Source (if applicable) 100-1595-52-2310 Rental of Land and Building		
Financial Impact (if applicable) \$50,520 - year 1 \$614,840.86 over 10 years (Includes total buildout, rent and CAM)		
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  _____

NOTE: SIGNED TO BE EFFECTIVE FOR FY2022.

**SHOPPING CENTER
LEASE AGREEMENT**

FOR

**CITY OF SOUTH FULTON
TENANT**

**OLD NATIONAL MARKETPLACE PHASE II
SHOPPING CENTER**

Lease Draft Date: April 22, 2021

SHOPPING CENTER LEASE AGREEMENT

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EXHIBIT B - Minimum Rent

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EXHIBIT E - Guaranty – Intentionally Deleted

EXHIBIT F-1 - Prohibited Uses

EXHIBIT F-2 - Shopping Center Exclusives and Restrictions

EXHIBIT G - Rules and Regulations

EXHIBIT H - Sample Certificate of Insurance

EXHIBIT I - Landlord's Initial Leasing Costs

SHOPPING CENTER LEASE AGREEMENT

ARTICLE I - ABSTRACT OF LEASE

Date of Lease: This Shopping Center Lease Agreement (the "Lease") is entered into by the undersigned parties on _____.

1.1 PARTIES.

A. LANDLORD:

Name:	Inland Property Management, LLC, a Delaware limited liability company, as managing agent for the owner of the Shopping Center	Phone:	(630) 218-8000
Address: (for notices)	2901 Butterfield Road Oak Brook, Illinois 60523	Rent Payment: (Location)	Inland Property Management, LLC Bldg. #50445 2901 Butterfield Road Oak Brook, IL 60523

B. OWNER:

Name:	Inland Atlantic-Georgia Old National Venture, L.L.C., a Delaware limited liability company	Phone:	(630) 218-8000
Address: (for notices)	2901 Butterfield Road Oak Brook, Illinois 60523		

C. TENANT:

Name: (and Status)	City of South Fulton a body politic and corporate incorporated under the laws of the state of Georgia	Phone:	(470) 809-7700
Address: (for notices)	5440 Fulton Industrial Blvd. Atlanta, GA 30336	Trade Name:	City of South Fulton

D. GUARANTOR:

Name:	None	Phone:	
Address:			

1.2 PROPERTY.

A. SHOPPING CENTER:

Name:	Old National Marketplace Phase II	Description:	Site Plan showing the layout of Shopping Center (and approximate location of Premises) is attached as Exhibit A.
Location: (include county)	6385 Old National Highway South Fulton, GA 30349 Fulton County		

B. PREMISES:

Space No.:	Unit #21	Description:	Approximately 3,000 square feet of gross floor area as outlined on the Site Plan attached as Exhibit A.
Address:	6385 Old National Highway Suite #210 South Fulton, GA 30349		

1.3 TERM OF LEASE.

A. The initial term of this Lease shall be for a period commencing on the date of Landlord's delivery

of possession of the Premises to Tenant with Landlord's Work "substantially completed" (as defined and described in Section 6.2 below)(the "Commencement Date"). After the delivery of possession, the Lease will continue for one (1) year following the Rent Commencement Date. The Rent Commencement Date shall be the date which is thirty (30) days following the Commencement Date.

The initial term shall automatically extend thereafter for nine (9) consecutive one (1) year renewal terms, unless written notice is provided by Tenant, at least one hundred eighty (180) days prior to the end of the then current term, that the Lease will not renew beyond the then current term. In the event Tenant so delivers such notice, in order to be effective, such notice shall be accompanied by payment to Landlord of a termination fee (the "Termination Fee") equal to the unamortized portion of the cost to perform Landlord's Work in Exhibit C-1, attached hereto and all leasing commissions paid by Landlord in connection with this Lease, the aggregate of such costs shall be deemed to be \$315,000.00, with such sums amortized on a straight-line basis over a period of ten (10) years. Further classification of the initial costs upon which the Termination Fee is based appears in Exhibit I to this Lease.

- B. This Lease and the effectiveness of the terms and conditions herein shall be contingent upon Landlord obtaining use consents, in writing, from all existing tenants of the Shopping Center and/or adjoining land whose leases prohibit Tenant's use as set forth herein (the "Use Consents"). Landlord shall use good faith efforts to obtain the Use Consents. In the event Landlord does not obtain the Use Consents within one hundred twenty (120) days following execution and delivery of this Lease by the parties hereto, either party may thereafter terminate the Lease, without payment, penalty the requirement of a Termination Fee, by providing thirty (30) days' advance written notice to the other party, with such notice being provided prior to the date the Use Consents are obtained. Landlord shall have no obligation to commence or perform Landlord's Work (as defined herein) or to deliver possession of the Premises prior to the date the Use Consents are obtained.
- C. Pursuant to O.C.G.A § 36-60-13, this Lease will terminate immediately and absolutely, alongside future obligations to pay Minimum Rent and Additional Rent/Fixed CAM, at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Tenant under the Lease. In the event Tenant so elects to terminate the Lease pursuant to this Section 1.3(C), Tenant shall be obligated to pay the Termination Fee to Landlord at the time Tenant's notice of Termination is delivered to Landlord.

1.4 RENT AND OTHER TENANT CONTRIBUTIONS.

- A. Minimum Rent shall be: See Exhibit B
- B. Tenant shall pay to Landlord, as Additional Rent and as contribution toward Landlord's cost to operate, maintain, repair, replace, equip, insure, clean and manage the Common Areas and Shopping Center, a fixed charge (initially equal to \$4.84 per square foot) in the amount of \$1,210.00 per month ("Fixed CAM") of the Lease. Fixed CAM shall increase by 5% each renewed Lease Term.
- C. Intentionally Deleted.
- D. The term "Rent" shall include Minimum Rent, Additional Rent, and all other amounts payable by Tenant pursuant to the terms of this Lease.
- E. Notwithstanding anything in this Lease to the contrary, Rent for the first month ("Initial Rent") for \$4,210.00 and the security deposit described in Section 1.5 below shall be paid to Landlord upon execution of the Lease by Tenant. The Initial Rent shall be applied toward the first month that Rent is due pursuant to Section 4.1 and Exhibit B.

1.5 SECURITY DEPOSIT. \$4,210.00 (Section 5.1).

1.6 CONSTRUCTION, ALTERATIONS, MAINTENANCE, AND REPAIRS.

- A. Initial Construction by Landlord (Section 6.2):
_____None. _____X_____ (See Exhibit C-1.)
- B. Initial Construction by Tenant (Sections 6.4 and 6.7):
_____X_____None. _____ (See Exhibit C-2.)

C. Sign criteria (Section 6.5) are attached as Exhibit D.

1.7 USE OF PREMISES. Tenant shall use the Premises for only the operation of city of South Fulton administrative offices, including without limitation economic development department offices and for no other purposes whatsoever. Tenant's use shall be subject to the Prohibited Uses as set forth in Exhibit F-1 and the Shopping Center Exclusives and Restrictions as set forth in Exhibit F-2.

1.8 RESTRICTED AREA. Intentionally Deleted.

1.9 ANTICIPATED TENANT OPENING DATE: January 1, 2021 ("Opening Date")

1.10 ABSTRACT OF VARIABLE PROVISIONS AND STANDARD PROVISIONS. The previous provisions of this Article I will be referred to as the "Abstract of Lease" and the provisions of the remaining Articles of this Lease will be referred to as the "Standard Provisions." Wherever in the Standard Provisions or elsewhere the parties, effective date, premises, rent, charges or other variable terms are defined or referred to, they shall be those identified in the Abstract of Lease above and the exhibits to this Lease. In the event of any conflict between the terms of the Abstract of Lease and the Standard Provisions, the terms of the Abstract of Lease shall supersede and prevail. The Standard Provisions may, however, add detail or clarification to the summary provisions described in the Abstract of Lease.

ARTICLE II - SHOPPING CENTER AND PREMISES

2.1 SHOPPING CENTER. The Premises are part of a shopping center which is depicted substantially in accordance with a site plan ("Site Plan") as outlined in the attached Exhibit A. The purpose of the Site Plan attached is to show the general configuration of the Shopping Center and the approximate location of the Premises. Landlord reserves the right to change the size, layout and location of any buildings or common areas, parking and other facilities shown on Exhibit A as well as reduce or expand the size of the Shopping Center. The term "Shopping Center" herein shall be deemed to mean the entire development owned by Landlord from time to time, including any and all existing and proposed structures (whether reflected in Exhibit A or hereafter incorporated in the Shopping Center during the term or any extension thereof), parking facilities, common facilities, and the like to be built on the property shown on said Exhibit A as the same may from time to time be increased by the addition of other land, together with structures and the like thereon which may from time to time be included by Landlord in the development.

2.2 PREMISES.

A. **DESCRIPTION.** Landlord on behalf of and as agent for the owner of the Shopping Center hereby leases to Tenant and Tenant leases and accepts subject to the terms and conditions of this Lease, the Premises. The square footage of the Premises shall be the square footage set forth in Section 1.2.B. above. If the floor area of the Premises, or the Shopping Center shall be more or less than the estimated square footage set forth in Section 1.2 of the Abstract of the Lease, neither the Minimum Rent nor calculation of Tenant's Proportionate Share hereunder shall be affected. Under no circumstances shall Landlord or Tenant be entitled to any rent credits or other credits past, present and future for an error in the square footage calculation.

B. **EXCEPTION AND RESERVATION.** Landlord reserves and excepts from the Premises the roof and exterior walls of the building or buildings of which the Premises are a part, and further reserves the right to construct additional floors on the building of which the Premises are a part and the right in, over and upon the Premises as may be reasonably necessary or advisable for the servicing of the Premises or of other portions of the Shopping Center. Landlord shall not, in the exercise of its rights under this Section 2.2(B), materially interfere with Tenant's access to the Premises, or Tenant's use of the Premises for the uses permitted by this Lease.

C. **SUBSTITUTE PREMISES.** After the date hereof, Landlord may substitute for the Premises other space (hereinafter called "Substitute Premises") in the Shopping Center or any immediately adjacent property to the Shopping Center owned and/or managed by Landlord, subject to Tenant's written consent. Insofar as reasonably possible, the Substitute Premises shall have a comparable square foot area and a configuration substantially similar to the Premises. Tenant agrees that all of the obligations of this Lease, including the payment of Minimum Rent, will continue despite Tenant's relocation to the Substitute Premises. Upon substantial completion of the Substitute Premises, this Lease will apply to the Substitute Premises as if it had been the space originally described in the Lease. Landlord shall use commercially reasonable efforts to minimize any period when the Premises shall be closed to the public as a result of relocation. Provided that Tenant shall be unable to conduct any business at the Shopping Center solely due to such relocation, all Rent shall abate from the date the Premises are closed until the date the Substitute Premises are open for business. Tenant agrees to use all reasonable efforts to open for business in the Substitute

Premises as quickly as is reasonably possible under the circumstances, and in all events within thirty (30) days after Landlord delivers possession of the Substitute Premises to Tenant. Landlord hereby agrees to pay the reasonable cost of relocation such as equipment moving and installation costs. Landlord shall not, however, be liable or responsible in any way for damages, loss of business, income or profits or injuries suffered by Tenant pursuant to a relocation in accordance with this provision including, but limited to, loss of goodwill, business, or profits.

2.3 COMMON AREA. Tenant along with its Lease of the Premises receives the non-exclusive right to use, in common with others, the Common Areas of the Shopping Center. The term "Common Areas" herein shall include all service roads, loading facilities, sidewalks, automobile parking areas, driveways, footways and other facilities designed for common use, as may be installed by Landlord as hereinafter provided, and of such other and further facilities as may be provided or designated from time to time by Landlord for common use, subject, however, to the terms and conditions of this Lease.

ARTICLE III - LEASE TERM AND POSSESSION OF PREMISES

3.1 TERM.

A. **INITIAL TERM.** The Term of this Lease shall be as set forth in Section 1.3 above. Notwithstanding the foregoing, this Lease and all of the obligations of Landlord and Tenant set forth herein are binding and shall be in full force and effect from and after the date of their mutual execution of this Lease, and this Lease shall not be deemed a contract to make a lease. Tenant shall be responsible for the payment of any and all utilities servicing the Premises from and after the date that Landlord delivers the Premises to Tenant. Landlord and Tenant agree that if the Term shall not have commenced on or before the first (1st) anniversary of the date of this Lease, then Landlord and Tenant each shall have the right to terminate this Lease by delivering notice thereof to the other party prior to such commencement, which notice shall terminate any future obligations to pay Minimum Rent, the Termination Fee, Additional Rent and/or Fixed CAM.

For all practical purposes of this Lease, the word "Term" shall refer to the initial term and any continuations or extensions thereof.

3.2 QUIET ENJOYMENT. Landlord agrees that, if the Rent and any other additional charges are being paid in the manner and at the time prescribed and the covenants and obligations of Tenant are being all and singularly kept, fulfilled and performed, Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Premises so long as this Lease remains in force without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease. Notwithstanding anything to the contrary herein, except as required by applicable laws, or to perform necessary maintenance upon the Shopping Center or to protect life, property or safety, Landlord shall not modify the Common Areas of the Shopping Center in such a manner as to: (i) materially restrict access to the Premises or (ii) materially restrict Tenant's access to the parking areas adjoining the Premises.

3.3 SURRENDER OF PREMISES.

A. **OBLIGATIONS UPON SURRENDER.** Upon any termination of this Lease or termination of Tenant's right to possession of the Premises, whether by lapse of time, cancellation or termination, forfeiture, or otherwise, Tenant shall, within thirty (30) days thereafter, surrender possession of the Premises and all buildings and improvements on the same to Landlord in "broom clean" condition and good and tenantable repair, reasonable wear and damage from fire or other casualty or peril excepted, and shall surrender all keys and security codes for the Premises to Landlord at the place then fixed for the payment of Minimum Rent and shall inform Landlord of all security codes, combinations of locks, safes and vaults, if any, in the Premises.

B. **RIGHT TO REMOVE.** Prior to the Termination Date of this Lease, Tenant shall remove, at Tenant's sole cost and expense, and at the end of the Term or termination of Tenant's right to possession of the Premises, shall remove, at Tenant's sole cost and expense, from the Premises all furniture, furnishings, signs, and equipment then installed or in place in, on or about the Premises provided, however, Tenant shall make all repairs, at Tenant's sole cost and expense, to the Premises required because of such removal and to restore the Premises to good order, repair and condition prior to the Termination Date.

3.4 HOLDING OVER. Any holding over after the expiration of the Term of this Lease or Tenant's right to possession of the Premises, without the consent of Landlord, shall be construed to be a tenancy from month to month, cancelable by either Landlord or Tenant upon thirty (30) days' written notice, and at Minimum Rent equal one hundred twenty-five percent (125%) of the total Minimum Rent as existed during the last year of the term hereof for each month or partial month of holding over, and further upon all of the terms and conditions (including, without limitation,

the obligation to pay Additional Rent) as existed other than payment of Minimum Rent during the last year of the term hereof. Such holding over by Tenant, and Landlord's collection of any Rent therefor, shall not serve as permission for Tenant's continued occupancy of the Premises nor serve to extend the Term. The provisions of this Section 3.4 shall not be deemed to be a waiver of Landlord's right of reentry or right to regain possession by actions at law or in equity or any other rights under this Lease, and any receipt of payment of holdover Rent by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease term or right of tenancy except as elected by Landlord as set forth above

ARTICLE IV - RENT AND OTHER TENANT CONTRIBUTIONS

4.1 MINIMUM RENT. Commencing on and as of the Rent Commencement Date, Tenant shall pay to Landlord the minimum annual rent (hereinafter referred to as "Minimum Rent") set forth in the Abstract of Lease, payable in advance in equal monthly installments on or before the first day of each calendar month, without prior demand therefor and without offset. The first payment date for Minimum Rent shall, if the Rent Commencement Date is other than the first day of a month, include Minimum Rent for the fractional month on a per diem basis (calculated on the basis of the number of days in that particular month); and thereafter the Minimum Rent shall be paid in equal monthly installments in advance on or before the first day of each calendar month during the Term of this Lease.

4.2 INTENTIONALLY DELETED.

4.3 INTENTIONALLY DELETED.

4.4 RENT PAYMENT PROCEDURES.

A. PAYMENT LOCATION. Tenant shall, without prior notice or demand and without any setoff or deduction whatsoever, pay all Minimum Rent, Additional Rent and other charges herein prescribed at the Landlord's address specifically provided in the Abstract of Lease or to such other person or corporation, and at such other place as may be designated by Landlord in writing from time to time.

B. TAXES ON RENT. Intentionally Deleted.

C. INTEREST AND LATE CHARGES. Tenant covenants and agrees that all sums to be paid under this Lease, if not paid when due, shall bear interest on the unpaid portion thereof at the per annum rate of four percent (4%). Tenant further agrees that for each calendar month, that the Rent is not paid to Landlord within ten (10) days of the due date as provided herein above, Tenant shall promptly pay to Landlord a late fee equal to the lesser of \$150.00 or ten (10%) percent of the monthly Rent. Tenant shall pay to Landlord Fifty and no/100 (\$50.00) dollars for each of Tenant's checks returned to Landlord unpaid by Tenant's bank.

4.5 TAXES AND ASSESSMENTS ON TENANT'S PROPERTY. To the extent any taxes or other assessments against Tenant's personal property in the Premises are payable by Tenant, Tenant acknowledges and agrees that Landlord shall have no liability for such taxes and assessments. Tenant shall not permit any lien or encumbrance to be placed upon the Premises or Tenant's interest in the Lease in connection with such personal property.

4.6 UTILITIES CONSUMED ON THE PREMISES. In addition to all payments of Minimum Rent and Additional Rent herein specified, Tenant shall be responsible for and shall pay for all utilities used, or consumed in or upon the Premises, and all sewer charges, as and when the charges therefor shall become due and payable. Commencing on the date Landlord notifies Tenant that the Premises are ready for occupancy, Tenant shall make all appropriate applications to the local utility companies and pay all required deposits for meters and service for all utilities commencing with the delivery of possession of the Premises as provided in Section 6.2. Landlord at its option may determine the provider of electrical service to the Premises. If permitted by Law, Landlord shall have the right at any time and from time to time during the Term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "Alternate Service Provider") or continue to contract for service from the present provider of electric service ("Electric Service Provider"). Tenant shall cooperate with Landlord, the Electric Service Provider and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to the Shopping Center's electric lines, feeders, risers, wiring, and any other machinery within the Premises.

Except to the extent caused by the negligence or intentional misconduct of Landlord, its agents, contractors or employees, Landlord shall in no way be liable or responsible for any loss, damage (direct, indirect or consequential),

or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises. If the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease, except to the extent caused by the negligence or intentional misconduct of Landlord, its agents, contractors or employees, in which event, Minimum Rent payable by Tenant hereunder shall abate for such period of time in excess of three (3) days during which electricity service is so disrupted

4.7 SHOPPING CENTER PROMOTIONS. Intentionally Deleted.

4.8 INDEPENDENT COVENANTS. Except as set forth in this Lease, Tenant's covenants to make payments pursuant to this Lease including, but not limited to, Minimum Rent and Additional Rent are independent covenants and, except as expressly set forth in this Lease, are not subject to setoff, deduction, reduction, abatement or suspension of any kind during the Term including any extension thereof.

ARTICLE V – SECURITY

5.1 SECURITY DEPOSIT. When delivered to Landlord upon execution of this Lease, the Security Deposit shall remain on deposit with Landlord during the Term of this Lease and any extensions thereof as security for the payment of Rent and the full and faithful performance by Tenant of the covenants and conditions of this Lease. In the event of any default, the Security Deposit shall be retained by Landlord and may be applied toward damages arising from such default. Said deposit shall not be construed as liquidated damages. Upon yielding of the Premises at the termination of this Lease and in compliance with the terms and provisions of this Lease, and provided no default has occurred, the Security Deposit shall be returned to the Tenant. No interest shall be payable on the Security Deposit. Should Landlord convey its interest under this Lease, the Security Deposit, or the part or portion thereof not previously applied, shall be turned over to Landlord's grantees or assignees; and Tenant hereby releases Landlord from any liability with respect to the Security Deposit and Tenant agrees to look solely to such grantee or assignee for the return of the Security Deposit and this provision shall also apply to subsequent grantees or assignees. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of unpaid Minimum Rent, Additional Rent or other sums due and payable to Landlord by Tenant, then Tenant shall, upon written demand by Landlord, remit to Landlord a sufficient amount in cash to restore the Security Deposit to the original sum deposited.

5.2 SECURITY AGREEMENT. Intentionally Deleted.

5.3 SECURITY IN ADDITION TO OTHER REMEDIES. The security given Landlord in this Article shall not limit, replace or obviate the remedies of Landlord upon a default by Tenant as described at Article XI below.

**ARTICLE VI - CONSTRUCTION,
ALTERATIONS, MAINTENANCE AND REPAIRS**

6.1 CONDITION OF THE PREMISES. Except for Landlord's initial construction obligations under the Lease, including any initial construction set forth on Exhibit C-1 and Landlord's duty to repair as provided in Section 6.3, Tenant hereby accepts the Premises "as is" without any representation, warranty or expectation as to the condition of the Premises, and Landlord makes no other representation or warranty of any kind, express or implied, with respect to the Premises, Shopping Center or the Lease (without limitation, Landlord makes no representation or warranty as to the habitability, fitness or suitability of the Premises or the Shopping Center for a particular purpose, or relating to the requirements, timelines or costs of permits, licenses or governmental approvals needed for Tenant's operations, which shall be Tenant's sole responsibility, or relating to the cost or availability of insurance required to be obtained by Tenant under this Lease; all of which Tenant has had an opportunity to investigate prior to the execution of this Lease). It is agreed that by accepting possession of the Premises, Tenant acknowledges (i) Landlord's full and final completion of Landlord's Work as set forth in Exhibit C attached hereto and made a part hereof, (ii) Landlord's construction and delivery of the Premises to Tenant in the condition called for hereunder, and (iii) that the Premises were in good and satisfactory condition as of the time of such taking, subject, however, in all events, to Punch List Items (as defined in Section 6.2 below, which Punch List Items shall be completed by Landlord within thirty (30) days or such reasonable time thereafter if the Punch List Items cannot reasonably be completed in thirty (30) days, provided that Landlord commences work on the Punch List Items within thirty (30) days and diligently prosecutes same to completion thereafter.

6.2 INITIAL CONSTRUCTION BY LANDLORD. The responsibility for performance and payment for the initial construction of improvements on and in connection with the Premises, if any, is set forth in Exhibit C-1 attached hereto and made a part hereof, and except as expressly set forth herein, Landlord is under no responsibility to make any changes to the Premises or the Shopping Center, make any representations, perform any act or service, or provide Tenant with any permits, certificates, drawings, or other materials or information as a requirement of delivery. Landlord shall use commercially reasonable efforts to substantially complete such construction in a timely manner, provided that in the event such substantial construction is delayed or hindered by strikes, casualties, fires, injunctions, inability to secure materials, restraints of law, actions of the elements, or any other causes beyond the reasonable control of Landlord, or by any acts or omissions of Tenant, then the construction period shall be extended to the extent of such delays.

Landlord's Work shall be deemed to be "substantially completed" for all purposes under this Lease if and when the Landlord's Work has been completed, except for minor, finish-out and so-called punch list items (collectively, "Punch List Items") in substantial compliance with the plans and specifications therefor. Landlord's Punch List Items shall be completed by Landlord within thirty (30) days or such reasonable time thereafter if the Punch List Items cannot reasonably be completed in thirty (30) days, provided that Landlord commences work on the Punch List Items within thirty (30) days and diligently prosecutes same to completion. Notwithstanding the foregoing, the Premises shall be deemed to have been "substantially completed" upon Landlord's delivery of possession thereof to Tenant, unless Tenant, within ten (10) days after receipt of such possession, notifies Landlord in writing that the Premises have not been "substantially complete" and the specific, detailed reasons therefor. Tenant agrees that, within ten (10) days after Landlord's delivery of the Premises to Tenant, Tenant shall inspect the Premises with Landlord or its representative and execute Landlord's standard punch list ("Punch List") which shall identify any uncompleted portions of Landlord's Work agreed to by Landlord and Tenant. If Landlord and Tenant are unable to agree upon the work to be included in the Punch List, the dispute shall be submitted to an architect selected by Landlord for resolution, whose decision as to the work to be included in the Punch List shall be final and binding on the parties. All costs and expenses incurred in connection with the resolution of any such dispute shall be shared equally by Landlord and Tenant. Tenant further agrees that at the request of Landlord from time to time thereafter, Tenant shall promptly furnish to Landlord a revised Punch List reflecting the completion of any prior Punch List Items. If Tenant fails to conduct such inspection or execute the Punch List as required herein, Landlord is authorized to complete and sign the Punch List on behalf of Tenant, which as so completed shall be binding upon Tenant.

Tenant, its agents, servants and contractors, prior to the delivery of possession of the Premises, shall have the right to enter upon the Premises, for the purpose of taking measurements or making Tenant's improvements therein, but for no other purposes; provided, however, that such entry shall not interfere with or obstruct the progress of the work being done by Landlord and further provided Tenant has first delivered evidence of liability insurance in amounts as are required by the terms of this Lease.

6.3 LANDLORD'S DUTY TO REPAIR. Landlord shall, subject to Tenant's reimbursement as provided in Section 4.3, maintain in good repair the exterior walls, (but not windows, doors, plate glass, so-called "storefront systems", or any tenant signs/installations), the roof, the foundation and the common areas located on the Shopping Center. Tenant agrees that it will not authorize any person to go onto the roof of the building of which the Premises are a part without the prior written consent of Landlord. Landlord shall not be required to make any repairs to the exterior walls, roof, and sidewalks unless and until Tenant has notified Landlord in writing of the need of such repairs and Landlord shall have had a reasonable period of time thereafter to commence and complete said repairs. Landlord may at its sole discretion and cost, arrange for a maintenance contract of all roof structures.

6.4 TENANT'S ALTERATIONS AND IMPROVEMENTS TO PREMISES. Prior to the commencement of any modifications to the Premises by Tenant which would impact structural components of the Premises or Shopping Center, building systems of the Premises or Shopping Center, or would alter the exterior architectural appearance of the Premises or Shopping Center, or would interfere with the use and/or enjoyment of any portion of the Shopping Center by other tenants, Tenant shall provide Landlord with detailed plans for such modifications and obtain Landlord's approval therefor. To the extent Tenant makes any modifications to the Premises, Tenant shall complete such modifications in accordance with all applicable laws, in a good and workmanlike manner using new or completely reconditioned materials.

6.5 SIGNS. Tenant agrees to maintain its signs, awning and canopy in good condition and repair at all times, and repair all damage to the Premises that is caused by the installation, maintenance or removal of such items. All signs shall comply with the sign criteria provided by Landlord in Exhibit D, and Tenant shall be obligated to install at least one sign in conformance with, as well as any additional signs required by, such sign criteria. All tenant signs shall, at Tenant's cost, comply with applicable laws, codes, ordinances, rules and regulations. If directed by Landlord, Tenant, at its sole cost, shall remove all signs upon the termination of the Lease and will repair all damage caused by such removal.

6.6 FURNITURE, TRADE FIXTURES AND EQUIPMENT. All furnishings, trade fixtures, equipment, and machines installed by Tenant in the Premises shall be new or completely reconditioned and remain the property of Tenant and shall be removed by Tenant at the expiration or earlier termination of this Lease or any renewal or extension thereof, provided that in the event of such removal Tenant shall promptly restore the Premises to their original order and condition. Any such equipment not removed at or prior to such termination shall, at Landlord's option, be and become the property of Landlord. If any personal property is leased or otherwise owned by a third party, Tenant shall provide Landlord with the identity of the owner in sufficient detail for Landlord to be able to communicate with such owner.

6.7 INITIAL INSTALLATION AND IMPROVEMENTS BY TENANT. Intentionally Deleted.

6.8 MECHANIC'S LIENS. If Tenant makes any alterations or improvements in the Premises, Tenant must pay for same when made. Nothing in the Lease shall be construed to authorize Tenant or anyone dealing with or under Tenant, to charge the rents of the Premises, or the property of which the Premises form a part, or the interest of Landlord in the estate of the Premises, or any person under and through whom Landlord has acquired its interest in the estate of the Premises, with a mechanic's lien or encumbrance of any kind, and under no circumstances shall Tenant be construed to be the agent, employee or representative of Landlord in the making of any such alterations or improvements to the Premises.

No mechanics' or materialmens' liens or mortgages, deeds of trust, or other liens of any character whatsoever created or suffered by Tenant shall in any way, or to any extent, affect the interest or rights of Landlord in any buildings or other improvements on the Premises, or attach to or affect Landlord's title to or rights in the Premises including, but not limited to, Landlord's reversionary interest or other estate or interest of Landlord in the Premises.

In the event any mechanics or materialmens' lien is filed against the Premises in connection with any alterations, improvements or installations by Tenant, Tenant shall cause such lien to be removed or completely bonded over within thirty (30) days thereafter. In the event Tenant bonds over any lien, Tenant shall diligently pursue contest of such lien and in the event Tenant is unsuccessful in contesting such lien, shall cause such lien to be promptly removed.

6.9 TENANT'S DUTY TO REPAIR AND MAINTAIN PREMISES. With the exception of Landlord's responsibilities under this Lease, Tenant, at its sole cost and expense, shall keep and maintain in good order, condition and repair (including any such replacement, periodic painting, and restoration as is required for that purpose) the Premises and every part thereof and any and all appurtenances hereto located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the Premises including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems (whether or not located in the Premises), sprinkler systems, walls, floors and ceilings (including (i) any damage to the walls, floors, ceilings or the other areas of the Premises or (ii) any mold or mildew condition on the walls, floors, ceilings or the other areas of the Premises, caused by or resulting from moisture on or about the Premises within Tenant's control), motors applicable to the Premises, and all alterations, improvements and installations made by Tenant under the terms of this Lease and any exhibits thereto, as herein provided.

Tenant shall maintain and bear the expense of the light fixtures and bulbs, any sprinkler system, air-conditioning units and filters, janitorial services, interior pest control, and the like. In the event that any governmental regulations or insurance company insuring the Shopping Center or the Premises, from time to time, shall require modifications including, but not limited to, emergency lighting to be installed in the Premises, the installation and the maintenance of the same, including providing of battery power, shall be the responsibility of Tenant. Tenant will not cause or permit accumulation of any debris or extraneous matter on the roof of the Premises and will be responsible for any damage caused to the roof by any acts of the Tenant, its agents, servants, employees or contractors of any type or nature.

At all times during the Term, Tenant, at its sole cost and expense, shall maintain a maintenance contract in effect with a licensed competent contractor for the consistent periodic (which shall be at least quarterly, or more frequently if required by any manufacturer's warranty) inspection and maintenance of all heating, ventilation and air conditioning ("HVAC") systems located on or for the use of the Premises.

If Tenant refuses or neglects to commence and to complete repairs or maintenance required herein promptly and adequately, Landlord may, but shall not be required to, make and complete said repairs and Tenant shall be liable for the cost thereof to Landlord as Additional Rent. Except to the extent otherwise expressly provided in Section 6.3

above, or Sections 9.1 or 9.2 below, Landlord shall not be obligated to repair, replace, maintain or alter the Premises, and Tenant waives all laws in contravention thereof.

ARTICLE VII - USE OF PREMISES

7.1 TENANT'S USE OF THE PREMISES. Tenant shall use and occupy the Premises only for those permitted uses reflected in Section 1.7 of the Abstract of Lease and for no other purpose without Landlord's prior written consent. If Landlord permits a deviation from any provision of this Lease, the permission, to be effective, must be in writing and Landlord in its sole discretion may withhold or revoke such permission. Failure of Landlord to enforce any provision in this Lease or in leases to any other tenant in the Shopping Center shall be at Landlord's sole discretion and Landlord shall incur no liability to Tenant as a result of any determination made by Landlord.

Notwithstanding anything contained in this Lease to the contrary, neither Tenant nor any person, firm, or corporation directly or indirectly affiliated with Tenant nor Tenant's franchisers, subsidiaries, parents, partners or shareholders (in a closely held corporation) shall conduct or operate, within the Restricted Area during the Term, any commercial establishment for the same or a similar use as the permitted use described in Section 1.7 of the Abstract of Lease. Nothing contained in this Lease is intended to (or shall) limit or restrict the Landlord and its affiliates, successors and/or assigns or any other tenant and their successors and/or assigns from engaging in one or more types of retail businesses. Tenant will at all-time be the operator and manager of the Premises.

7.2 USE OF COMMON AREAS. All facilities furnished by Landlord in the Shopping Center and designated for the general use, in common, of occupants of the Shopping Center, including Tenant hereunder, their officers, agents, employees and customers, including, but not limited to, parking areas, streets, sidewalks, canopies, roadways, loading platforms, washrooms, shelters, ramps, landscaped areas and other similar facilities, shall at all times be subject to the exclusive control and management of Landlord. Landlord shall have the right from time to time to change the area, level, location and arrangement of such parking areas and other facilities above referred to; and make reasonable rules and regulations pertaining to and necessary for the proper operation and maintenance of the common facilities. The parking area shall be limited to parking for customers, agents and employees of tenants of the Shopping Center, Landlord and any other parties permitted by Landlord from time to time, and Tenant and its agents and employees may not park in any portion of the parking area, except that portion thereof, if any, designated or which may hereafter be designated as "Employees' Parking Area." Landlord retains the right to grant exclusive parking rights to portions of the Shopping Center to other tenants of the Shopping Center. Landlord shall have the exclusive right at any and all times to close any portion of the common areas for the purpose of making repairs, changes or additions thereto and may change the size, area or arrangement of the parking areas or the lighting thereof within or adjacent to the existing areas and may enter into agreements with adjacent owners for cross-easements for parking, ingress or egress.

7.3 CONDUCT OF TENANT'S OPERATIONS.

A. Subject to inability by reason of strikes or labor disputes or unavailability of goods or other reasons beyond Tenant's reasonable control, Tenant shall, at all times during the Term, continuously and uninterruptedly occupy the Premises and operate its business throughout the Term for the use permitted by this Lease in an efficient and professional manner.

B. At all times throughout the Term, and without limitation of other obligations set forth in this Lease, the parties shall:

(1) Comply with any and all requirements of any of the constituted public authorities, and with the terms of any State or Federal law, statute or local ordinance or regulation applicable to Tenant for its use, safety, cleanliness or occupation of the Premises including, but not limited to, the requirements of any applicable permitting or licensing authorities (including payment of such costs), the requirements of the Americans with Disabilities Act and requirements of any insurer of the Shopping Center or the Premises;

(2) Give to the other party prompt written notice of any accident, fire damage or environmental condition occurring on or to the Premises or of any leaks, moisture buildup on or about the Premises.

(3) Not do, or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or any part thereof, or on the building of which the Premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date when Tenant receives possession hereunder.

C. At all times throughout the Term, and without limitation of other obligations set forth in this Lease, Tenant shall:

- (1) Load and unload goods at such times in the areas and through such entrance as may be designated for such purposes by Landlord. Such trailers or trucks shall not be permitted to remain parked overnight in any area of the Shopping Center, whether loaded or unloaded.
- (2) Comply with reasonable rules and regulations promulgated by Landlord for the safety and efficient operation of the Shopping Center and Common Areas, provided, however, that Landlord shall enforce such rules in a non-discriminatory manner among similarly situated tenants in the Shopping Center. No such rules promulgated by Landlord shall 1) require additional payments by Tenant or 2) materially interfere with the use and enjoyment of the Premises by Tenant for the uses set forth in Section 1.7 of this Lease.
- (3) Keep all display windows clean and shall keep the same illuminated during normal business hours.
- (4) Not perform any act or carry on any practice which may injure the Premises, any other space in the Shopping Center or any other tenant or occupant of the Shopping Center, or cause any offensive odor, noise or vibration, or constitute a nuisance or menace to any other occupant or other persons in the Shopping Center, and in no event shall any offensive noises be emitted from the Premises.
- (5) Ensure that no trash, garbage and refuse accumulate on the Premises and shall dispose of all trash, garbage and refuse from the Premises in accordance with all applicable laws.
- (6) Tenant will at its expense (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all the walls and interior and exterior store surfaces of the Premises clean, dry and free from mold and mildew; (c) replace promptly any cracked or broken glass of the Premises with glass of like kind and quality; (d) maintain the Premises in a clean, orderly and sanitary condition and free of insect, rodents, vermin and other pests; (e) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; and (f) conduct its business in all respects in a manner consistent with the quality and standards of operation of the Shopping Center and in a dignified manner and in accordance with high standards of store operation.
- (7) Tenant agrees that neither it nor anyone taking under through it shall operate nor cause or permit to be operated from or at the Premises a catalogue, Internet, mail order or an "800-type" phone-order facility, or a wholesale, discount, outlet, "warehouse," "dollar-type" or unit price store. In regard to the use and occupancy of the Premises and the Common Areas of the Shopping Center, Tenant will not: (i) place or maintain any merchandise, trash, debris, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises; (ii) cause disruptive noise or vibration which travel outside the Premises and interfere with the use and enjoyment of the Shopping Center or portions thereof by other tenants and occupants; (iii) permit undue accumulations of or burn garbage, trash, rubbish or other debris within or without the Premises; (iv) cause or permit objectionable odors in Landlord's reasonable opinion to emanate or to be dispelled from the Premises; (v) cause water to accumulate, pool or cause leaks into adjacent premises, (vi) solicit business in any area of the Shopping Center outside the Premises; (vii) distribute handbills or other matter in any area of the Shopping Center outside the Premises; (viii) receive or ship articles of any kind outside the designated loading areas for the Premises; (ix) use any plaza, exterior areas, corridor, sidewalk, or any other area of the Shopping Center adjacent to or near the Premises for the sale of any merchandise; (x) conduct or permit to be conducted any auction, sidewalk sale, distress sale, fire sale, going out-of-business sale, or the like; (xi) use or permit the use of any portion of the Premises for any unlawful purpose or for any activity of a type which is not generally considered appropriate for high-caliber, urban, shopping areas conducted in accordance with good and generally accepted standards of operation; (xii) place a load upon any floor that exceeds the floor load that the floor was designed to carry; or (xiii) deface, damage or demolish any sign, light standard or fixtures, landscaping material or other improvement or property in any areas of the Shopping Center outside the Premises.

7.4 RIGHTS RESERVED BY LANDLORD. All of the following rights are reserved by Landlord, each of which Landlord may (but without obligation to) exercise without notice or liability to Tenant. The exercise of such rights by Landlord shall not be deemed an eviction, disturbance or disruption of Tenant's use or possession of the Premises.

A. EASEMENTS. Landlord expressly reserves all rights in and with respect to the land hereby leased not inconsistent with Tenant's use of the Premises as provided in the Lease, including (without in any way limiting the generality of the foregoing) the rights of Landlord to establish common areas and grant parking easements to others and to enter upon the Premises and to grant, in Landlord's sole discretion, easements to others (even before the establishment of common areas) for the purpose of installing, using, maintaining, renewing and replacing such overhead or underground water, gas, sewer and other pipe lines, and telephone, electric, and power lines, cables and conduits.

B. INSPECTION, REPAIR AND INSTALLATION. Landlord reserves the right to, at all reasonable times, by itself or its duly authorized agents, employees and contractors to go upon and inspect the Premises and every part thereof, to enforce or carry out the provisions of this Lease, at its option to make repairs, alterations and additions to the Premises or the building of which the Premises are a part, to perform any defaulted obligation of Tenant or for any other proper purposes. Landlord also reserves the right to install or place upon, or affix to the roof and exterior walls of the Premises, equipment, signs, displays, antenna, cables and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the building or interfere with Tenant's occupancy.

C. PRESENTATION FOR SALE OR LEASE. Landlord hereby reserves the right during normal business hours to enter the Premises and to exhibit the same for purposes of sale, lease or mortgage, and, during the last twelve (12) months of the term of this Lease, to exhibit the same to any prospective tenant, and to display a "For Sale" sign at any time, and also after notice from either party of their intention to terminate this Lease, or at any time within twelve (12) months prior to the expiration of this Lease, a "For Rent" sign, a "For Sale" sign, or both, as Landlord shall require, except on doors leading into the Premises.

7.5 HAZARDOUS MATERIALS.

A. HAZARDOUS MATERIALS. Tenant shall comply with all environmental laws relating to Hazardous Materials (as hereinafter defined) affecting the Premises, the Shopping Center and the improvements thereon, and the business conducted thereon by Tenant, or any activity or condition on or in the Premises. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, and which is stored, used, disposed of or released in violation of any law, rule, regulation or order of any local governmental authority, the state in which the Premises is located or the United States Government. Tenant shall not use Hazardous Materials in excess of quantities permitted by applicable laws in or on the Premises or Shopping Center. Tenant shall be responsible for the abatement of all Hazardous Materials in excess of quantities permitted by applicable environmental laws introduced or released by Tenant, its agents, employees, contractors or invitees and shall indemnify Landlord against all costs, damages, injury and claims in connection with such Hazardous Materials. Tenant shall promptly notify Landlord of any Hazardous Materials discovered in or about the Premises.

Notwithstanding the foregoing, Landlord shall be responsible for abatement of all Hazardous Material in excess of quantities permitted by applicable environmental laws which: (i) existed on the Premises prior to the Commencement Date and/or (ii) are introduced and/or released by Landlord, its agents, contractors or employees. Landlord shall comply with all applicable laws with regard to Hazardous Material in the Shopping Center.

B. INSPECTION. Landlord shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the requirements of this Section 7.5. If Tenant is not in compliance with the requirements of this Section 7.5, Landlord shall have the right, but not the obligation, to immediately enter upon the Premises to remedy any condition which is in violation of the terms of this Lease or caused by Tenant's failure to comply with the requirements of this Lease. Landlord shall use reasonable efforts to minimize interference with Tenant's business as a result of any such entry by Landlord. The provisions of this Section 7.5 shall survive the expiration or earlier termination of this Lease and Tenant's surrender of the Premises to Landlord.

ARTICLE VIII - LIABILITY INSURANCE AND INDEMNIFICATION

8.1 ALLOCATION OF RISKS AND INSURANCE.

A. OPERATION OF SHOPPING CENTER AND COMMON FACILITIES. Landlord bears the risk of and may insure, as practical or required by a lender of Landlord, the operation of the Shopping Center as a whole or the common facilities. Such insurance may include, but is not limited to, general liability, umbrella liability, bodily injury, public liability, property damage liability, automobile insurance, sign insurance and the like in limits selected by Landlord.

B. PREMISES AND SHOPPING CENTER. Landlord bears the risk of and shall keep the buildings and improvements forming at any time a part of the Premises insured against loss or damage by fire, with extended coverage and vandalism and malicious mischief endorsement or their equivalents, in such insurance companies as Landlord shall select and in amounts not less than eighty percent (80%) of the replacement cost of the building and structures insured with loss payable thereunder to Landlord and to any authorized encumbrances of Landlord (with standard mortgagee loss payable clause) in accordance with their respective interests. Landlord may also maintain rent insurance equal to at least one year's Rent. If Tenant has committed an event of default which has not been cured, all insurance proceeds shall be paid and retained by Landlord to the extent reasonably necessary to cure such default, subject to the rights of any authorized encumbrances of Landlord. The parties agree not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy.

C. PROPERTY OF TENANT. Tenant agrees that all property owned by it in, on, or about the Premises shall be at the sole risk and hazard of the Tenant.

[PLEASE CAREFULLY REVIEW LANDLORD'S INSURANCE REQUIREMENTS BELOW WITH YOUR INSURANCE BROKER/AGENT. TENANT MUST HAVE PROPER/CORRECT CERTIFICATE OF INSURANCE BEFORE POSSESSION OF THE PREMISES CAN BE TENDERED BY LANDLORD.]

D. OPERATIONS OF TENANT. All operations conducted by Tenant shall be at Tenant's sole risk. In addition, Tenant shall procure insurance for its operations as specified in the Abstract of Lease and as follows:

(1) Liability Insurance: Tenant shall keep in force and at its own expense Commercial General Liability (CGL) insurance, which shall be on a primary and non-contributory basis, naming as Additional Insured parties, Landlord, Landlord's property management company, and any mortgagees designated by Landlord, with coverage for premises/operations, personal and advertising injury, products/completed operations and contractual liability with single limits of liability of not less than \$1,000,000 for bodily injury and property damage per Occurrence, \$2,000,000 for bodily injury and property damage for General Aggregate, and Fire Legal Liability insurance in amounts sufficient to cover the replacement costs of the Premises and loss of use thereof.

(2) Plate Glass Insurance: Tenant shall keep and maintain in force during the Term hereof, plate glass insurance upon windows and doors in the Premises.

(3) Dram Shop/Liquor Liability Insurance: In the event that at any time during the Term of the Lease or any extension or renewal thereof, drugs, prescription drugs, beer, wines or other alcoholic liquors or beverages are sold or given away upon or from the Premises (it being understood and agreed, however, the foregoing provision shall not authorize the use of the Premises for such purposes without the express written consent of the Landlord being set forth otherwise in this Lease), Tenant shall, at its sole expense, obtain, maintain, and keep in force, adequate Dram Shop/Liquor Liability insurance protecting both Tenant and Landlord in connection therewith with policy as required, from time to time, under the laws of the state in which the Premises are located and with a minimum coverage of the greater of (a) \$1,000,000 per occurrence or (b) the amount required by the laws of the state where the Premises are located. In the event Tenant shall fail to procure such insurance, then sales of the foregoing products shall be suspended immediately until such coverage is again in force.

(4) Physical Damage Insurance including, but not limited to, fire, sprinkler leakage, vandalism and all other risks of direct physical loss as insured against under special broad form coverage endorsement for the full replacement cost of all additions, improvements and alterations to the Premises and providing that Landlord and any other parties designated by Landlord from time to time are loss payees or additional insureds as their interests may appear, and covering all furniture, trade fixtures, equipment, machinery, movable partitions, wall and floor coverings, inventory, merchandise and all other items of Tenant's property on the Premises and any alterations to the Premises made by Tenant. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value of the covered items and in amounts that meet any coinsurance clause of the policies of insurance and with deductibles no greater than \$10,000. In the event of a loss, the proceeds of such insurance shall be used for the repair or replacement of the property insured.

(5) Worker's Compensation Insurance covering all employees, agents and contractors of Tenant performing work in, on, or with respect to the Premises, in amounts not less than those required by applicable law.

(6) Employers liability insurance covering all employees, agents and contractors of Tenant performing work in, on or with respect to the Premises, in amounts not less than \$500,000 for each accident and \$500,000 for diseases. \$500,000 for disease – Each Employee, and \$500,000 for Disease-Policy Limit.

(7) Extra expense and business interruption insurance including loss of rents for periods and with limits not less than twelve (12) months of Minimum Rent and Additional Rent, naming Landlord as loss payee.

(8) Automobile Insurance on a primary and non-contributory basis covering all owned, non-owned and hired automobiles with limits of liability of not less than \$1,000,000 for bodily injury to any one person, and \$1,000,000 for property damage for each accident.

(9) Umbrella or Excess Liability coverage in amounts not less than \$5,000,000 in excess of the CGL insurance required in D (1) hereinabove.

(10) Any such other types, coverages and amounts of insurance (including increases to the foregoing) as may be required from time to time by landlords of real estate properties similar to the Shopping Center (in size, age, tenant mix, etc.) in the metropolitan area where the Premises is located.

E. **REQUIREMENTS OF ALL POLICIES.** All insurance policies required of Tenant in this Lease shall name as additional insured Landlord (and upon request, any other party named by Landlord) and shall contain an express waiver of any right of subrogation against Landlord and other named additional insured designated by Landlord. Said policies shall be in Class “A” companies authorized to write such coverage in the state in which the Premises are located and shall be acceptable to Landlord and/or its lender (which shall be named as an additional insured if requested in writing). Tenant will further deposit the policy or policies of such insurance or certificates thereof (on Acord forms - the form attached hereto as Exhibit H and made a part hereof) with Landlord with evidence of payment of premium at all times commencing with the date Tenant first enters upon the Premises for any purpose and upon each anniversary of such certificate. Each policy shall provide against cancellation without thirty (30) days prior written notice to the named insureds. The deductibles on all such insurance will be in amounts acceptable to Landlord. Tenant will pay all deductible amounts under all such insurance policies.

F. **FAILURE TO PROCURE INSURANCE.** In the event Tenant shall fail to procure insurance required under this Article and fail to maintain the same in force continuously during the Term, in addition to any other remedies available to Landlord at law, in equity or as provided for in this Lease, Landlord, at its sole election shall also be entitled to procure the same and Tenant shall immediately reimburse Landlord for such premium expense, plus an administrative fee equal to fifteen percent (15%) of such premium expense.

G. **WAIVER OF SUBROGATION.** Without limiting the generality of any other waivers of claims contained in this Lease, Landlord and Tenant hereby waive any and all claims and rights of recovery against the other and their respective officers, directors, employees, agents and representatives for any loss or damage to their respective properties or interests (including business interruption and rent loss), to the extent such loss or damage is insured against, or required to be insured against pursuant to the terms of this Lease, by Landlord or Tenant (as applicable) pursuant to this Article VIII, regardless of fault or negligence and regardless of the amount of insurance proceeds actually collected or collectible under any insurance policies in effect, and Landlord and Tenant each represent and warrant to the other that all such policies permit such waiver and contain, and will contain, enforceable waiver of subrogation endorsements. Nothing contained herein shall serve as a waiver for any deductible or self-insured risk. In addition, Landlord and Tenant agree that in the event of any loss or damage to their respective properties or interests (including business interruptions or loss), the party suffering the loss shall resort to its insurance coverage prior to asserting any claim or demand against the party causing the loss.

8.2 INDEMNIFICATION AND WAIVER OF CLAIMS.

A. **INDEMNIFICATION.** Subject to Landlord’s waivers contained in this Lease, Tenant shall indemnify to the extent allowable by law and defend Landlord and hold it harmless from and against any and all claims, actions, damages, liability and expense, including, without limitation, court costs and reasonable attorneys’ fees suffered, paid or incurred by Landlord in connection with loss of life, personal injury and/or damage to or theft or misappropriation or loss of property occurring in or about, or arising from or out of, the Premises caused by the intentional and willful misconduct or negligence of Tenant, its agents, contractors or employees unless such claim, action, damage, liability or expense is the result of the negligent, intentional and willful misconduct or the gross negligence of Landlord. Subject to the waivers contained in Section 8.1G above and subsection B below, Landlord shall indemnify and defend Tenant and hold it harmless from and against any and all claims, actions, damages, liability

and expense including, without limitation, court costs and reasonable attorneys' fees suffered, paid or incurred by Tenant in connection with loss of life, personal injury and/or damage to or theft or misappropriation or loss of property occurring in or about, or arising from or out of, the Shopping Center (other than the Premises) caused by and/or arising from the intentional and willful misconduct or negligence of Landlord, its agents or employees unless such claim, action, damage, liability or expense is the result of any act or omission of Tenant, its agents, contractors, invitees, customers or employees.

B. WAIVER OF CLAIMS. Intentionally Deleted.

ARTICLE IX - LOSS, DESTRUCTION OR TAKING OF PREMISES OR SHOPPING CENTER

9.1 FIRE OR OTHER CASUALTY. Tenant shall give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises. Thereupon, Landlord's obligation concerning the repair or reconstruction of the Premises will be as follows:

A. **PARTIAL DESTRUCTION OF PREMISES.** If the Premises shall be damaged by the elements or other casualty or by fire, not due to Tenant's intentional acts or negligence, but are not thereby rendered untenable in whole or in part, Landlord shall promptly after receipt of insurance proceeds cause such damage to be repaired, and the Rent shall not be abated. If by reason of any such occurrence, the Premises shall be rendered untenable only in part, Landlord shall promptly after receipt of insurance proceeds cause the damage to be repaired and the Rent meanwhile shall be abated proportionately as to the portion of the Premises and only for the time such Premises are rendered untenable.

B. **SUBSTANTIAL DESTRUCTION OF PREMISES.** If the Premises shall be rendered wholly untenable by reason of such occurrence (i.e., destruction of 25% or more), and Tenant actually shall not be operating in any portion of the Premises, then Landlord shall promptly after receipt of insurance proceeds cause such damage to be repaired, and the Rent shall meanwhile be abated in whole, provided, however, that Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence, the Rent to be adjusted as of such date. If Landlord shall not have completed such repairs within one (1) year after the occurrence of such fire or other casualty, then Tenant shall have the right to terminate this Lease by delivering notice thereof to Landlord prior to such completion.

C. **DESTRUCTION OF SHOPPING CENTER.** If the Shopping Center shall be damaged by the elements or other casualty or by fire, not due to Tenant's negligence and which damage does not render the Premises untenable in whole or in part, Landlord shall promptly after receipt of insurance proceeds cause such damage to be repaired and the Rent shall not be abated. If the Shopping Center or any premises (other than the Premises) located thereon suffers damage or destruction of a substantial nature (i.e., destruction of 10% or more of the Shopping Center), which damage or destruction does not render the Premises untenable in whole or in part, Landlord shall after receipt of insurance proceeds cause such damage to be repaired and the Rent shall not be abated; provided, however, that Landlord shall have the right to be exercised by notice in writing to be delivered to Tenant within sixty (60) days from and after such occurrence to elect not to reconstruct the destroyed portion of the Shopping Center, and in such event this Lease and the tenancy hereby created shall terminate as of the date of the occurrence, alongside termination of any future obligations by Tenant to pay Minimum Rent, the Termination Fee, Additional Rent and/or Fixed CAM.

9.2 CONDEMNATION.

A. **AWARD.** If title to all or any portion of the Premises is taken by a public or quasi-public authority under any statute or by right of eminent domain of any governmental body, whether such loss or damage results from condemnation of part or all of the Premises or any portion of the parking area or service entrances and exits, Tenant shall not be entitled to participate or receive any part of the damages or award except where said award shall provide for moving or other reimbursable expenses for the Tenant under applicable statute in which event the latter sum shall be received by Tenant, and except that portion of any award allocated to the taking of Tenant's trade fixtures, equipment and personal property, or to a loss of business by Tenant. None of the awards or payments to Landlord shall be subject to any diminution or apportionment on behalf of Tenant or otherwise.

B. **SUBSTANTIAL OR MATERIAL TAKING OF PREMISES.** Should any power of eminent domain be exercised after Tenant is in possession, such exercise shall not void or impair this Lease unless the amount of the Premises so taken is such as to substantially and materially impair the usefulness of the Premises for the purpose for which the same are hereby demised, in which event either party may cancel this Lease by notice to the other within

sixty (60) days after possession is taken, and the Rent herein provided shall abate as of the date possession is taken by the condemning authority.

C. **PARTIAL TAKING OF PREMISES.** If a portion of the Premises shall be taken as herein provided for public improvements or otherwise under the exercise of the right of eminent domain and the Premises shall continue to be reasonably suitable for the use which is herein authorized, then the Rent herein provided shall be reduced from the date of such taking in direct proportion to the reduction in usefulness of the Premises and the Lease shall continue in full force and effect.

D. If a portion of the Shopping Center shall be taken as herein provided for public improvements or otherwise under the exercise of the right of eminent domain, such exercise shall not void or impair the Lease unless the amount of the Shopping Center so taken, in Landlord's sole and absolute discretion, is such to substantially or materially impair the usefulness of the Shopping Center, in which event Landlord may terminate this Lease by notice to Tenant within sixty (60) days after possession is taken, the Rent to be adjusted as of such date, alongside termination of any future obligations by Tenant to pay Minimum Rent, the Termination Fee, Additional Rent and/or Fixed CAM.

ARTICLE X - ASSIGNMENT, SUBLETTING, MORTGAGING AND SUBORDINATION

10.1 ASSIGNMENT AND SUBLETTING BY TENANT. Tenant may not and shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, nor pledge or encumber by mortgage or other instruments any interest in this Lease (each individually and collectively referred to in this Section as a "Transfer") without first obtaining the consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. This prohibition includes, without limitation, any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate, partnership or proprietary structure. Consent by Landlord to any transfer shall not constitute a waiver of the requirement for such consent to any subsequent Transfer. The acceptance of any Rent by Landlord from any alleged assignee or subtenant shall not constitute approval of the assignment or sublease of this Lease by the Landlord, and the consent by Landlord to one assignment or subletting of the Premises shall not constitute a waiver of Landlord's rights hereunder. Tenant shall pay to Landlord a Transfer Fee of \$2,000.00 for such written consent. In the event of any such assignment, subletting, licensing or granting of a concession made with the prior written consent of the Landlord as aforesaid, Tenant will nevertheless remain primarily liable for the performance of all the terms, conditions, and covenants of this Lease. Any Transfer shall be by agreement in a form and content acceptable to Landlord, and shall specify and require that each Transferee of this Lease by acceptance of any Transfer shall assume, be bound by, and be obligated to perform the terms and conditions of its sublessor and assignor under this Lease. A condition of such Transfer is the agreement of the parties that Landlord shall receive the full and complete Rent payment of the Transferee even though such payments may be in excess of the original Rent between Landlord and Tenant. It is the intent and understanding of the parties to this Lease that Tenant shall not receive any monetary benefit, in excess of the actual Rent obligation of Tenant, as agreed between the original Tenant and Landlord, through a Transfer to a third party.

10.2 ASSIGNMENT AND MORTGAGING BY LANDLORD.

A. **TRANSFER BY LANDLORD.** The owner of the Premises shall only remain liable for the Landlord's obligations pursuant to the terms and limitations set forth in this Lease during its ownership of the Premises. So long as all sums held on Tenant's behalf in trust or escrow by Landlord are paid over to any purchaser of the Premises, Landlord and the owner of the Premises shall be and are hereby relieved of all covenants and obligations of Landlord hereunder after the date of sale of said Premises, and it shall be construed without further agreement between the parties that the purchaser has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder from the date of such sale.

B. **SUBORDINATION.** This Lease is subordinate to any and all leases, mortgages or deeds of trust hereinafter placed upon the Shopping Center, now or in the future, or any part thereof, and to all future modifications, consolidations, replacements, extensions and renewals of, and all amendments and supplements to said leases, mortgages or deeds of trust. Notwithstanding such subordination, as aforesaid, this Lease, except as otherwise hereinafter provided including, but not limited to, an event of default by Tenant, shall not terminate or be divested by foreclosure or other default proceedings under said leases, mortgages, deeds of trust, or obligations secured thereby, and Tenant shall attorn to and recognize the landlord, mortgagee, trustee, beneficiary or the purchaser at the foreclosure sale in the event of such foreclosure or other default proceeding, as Landlord for the balance of the Term of this Lease, subject to all of the terms and provisions hereof. The provisions of this paragraph shall be self-operative, but Tenant acknowledges and agrees that as a material consideration inducing Landlord to enter into this Lease, Tenant

shall acknowledge same by executing and delivering to Landlord, on demand at any time or times, any and all instruments in order to subordinate this Lease and Tenant's rights hereunder, as aforesaid. Notwithstanding the foregoing, any such mortgagee, beneficiary, purchaser or lessor may elect to give the rights and interests of Tenant under this Lease (excluding rights in and to insurance proceeds and condemnation awards) priority over the lien of its mortgage or deed of trust or the estate of its lease, as the case may be. In the event of such election and upon the mortgagee, beneficiary or lessor notifying Tenant of such election, the rights and interests of Tenant shall be deemed superior to and to have priority over the lien of said mortgage or deed of trust or the estate of such lease, as the case may be, whether this Lease is dated prior to or subsequent to the date of such mortgage, deed of trust or lease. In such event, Tenant shall execute and deliver whatever instruments may be required by such mortgagee, beneficiary or lessor to confirm such superiority on the form customarily used by such party. In the event of any act or omission by Landlord which would give Tenant the right to damages from Landlord or the right to terminate this Lease, Tenant will not sue for such damages nor exercise any such right to terminate until (i) it shall have given written notice of the act or omission to Landlord and to the holder(s) of the indebtedness or other obligations secured by any mortgage or deed of trust affecting the Premises or of any ground or underlying lease, if the name and address of such holder(s) have been furnished to Tenant, and (ii) a reasonable period of time, in light both of the time required to effect a remedy and of the impact of the act or omission on Tenant's business operations at the Premises, for remedying the act or omission has elapsed following the giving of the notice (which shall in no event be deemed any less than thirty (30) days), during which time Landlord and such holder(s), or either of them, and their agents or employees, will be entitled to enter upon the Premises and do therein whatever may be necessary to remedy the act or omission.

C. **ESTOPPEL AND SUBORDINATION DOCUMENTS.** Tenant acknowledges and agrees that as a material consideration inducing Landlord to enter into this Lease, Tenant agrees to execute, acknowledge and deliver any and all documents required to effectuate the provisions of this Section within fourteen (14) business days after request thereof by Landlord. In the event that upon any sale, assignment, lease, mortgage or hypothecation of the Premises and/or the land thereunder by Landlord, a statement shall be required by Tenant, Tenant agrees to deliver and cause Guarantor to deliver in recordable form an Estoppel Certificate (if such be the case) that this Lease and Guaranty, as applicable, is in full force and effect and there are no defenses or offsets or Landlord defaults thereto, or stating those claimed by Tenant, the dates to which Rent or other sums have been paid in advance, and any other such certifications of Lease terms as may reasonably be required and such specific subordination agreement on Lender's form as may reasonably be required by Lender, it being intended that any such statements delivered pursuant to this Section may be relied upon by any prospective purchaser, mortgagee, assignee or beneficiary. Tenant hereby grants Landlord a power of attorney to execute any document in the name of Tenant in the event Tenant fails to execute, acknowledge and deliver any document required to effectuate the provisions of this Section within seven (7) days after request therefor by Landlord.

D. **FINANCIAL STATEMENTS AND SALES FIGURES.** Intentionally Deleted.

E. **LENDER APPROVAL.** If Landlord deems it necessary or appropriate it may submit this Lease to its mortgagee for approval. In such event this Lease and all of Landlord's covenants and obligations hereunder are expressly contingent upon a formal, approval by such mortgagee. Landlord shall inform Tenant not later than thirty (30) calendar days after Landlord's execution of the Lease whether or not the mortgagee has approved or disapproved the Lease. If the mortgagee disapproves the Lease it shall be deemed void and of no further force or effect and all paid and all monies paid by Tenant to Landlord for unexpired portions of the Lease Term shall be returned by Landlord to Tenant.

ARTICLE XI - DEFAULT AND REMEDIES FOR DEFAULT

11.1 TENANT EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an event of default by Tenant hereunder:

- (1) The filing of a petition by or against Tenant or any Guarantor for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors or the taking of possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant.
- (2) Failure of Tenant to pay when due any installment of Rent hereunder or any other sum herein required to be paid by Tenant, and the continuance of such nonpayment for five (5) business days after written notice from Landlord to Tenant of such failure.
- (3) Abandonment or illegal use of the Premises by Tenant.

- (4) Tenant fails to observe or perform any of the covenants with respect to a Transfer.
- (5) Tenant's failure to perform any other covenant or condition of this Lease within thirty (30) days after written notice and demand from Landlord.

11.2 REMEDIES OF LANDLORD FOR DEFAULT BY TENANT. Upon the occurrence of an event of default, Landlord shall have the right, then or at any time thereafter, and while such event of default shall continue, and in addition to and not in lieu of any other remedies, relief or rights available to Landlord at law or equity or contained in this Lease, to do any of the following:

- A. Landlord may enforce every provision of the Lease in accordance with its terms including, but not limited to enforcement of the payment of Rent provisions by a suit or suits in equity or at law.
- B. Landlord may (a) exercise its rights as secured party under its security agreement with Tenant as provided in Section 5.2 above; (b) apply all or part of the Security Deposit to the default of Tenant.
- C. Landlord may terminate the Lease by providing written notice to Tenant. Such termination does not, however, release Tenant from liability for Rent then overdue or remaining under the Lease and Landlord shall be entitled to all damages at law, in equity or pursuant to this Lease.
- D. Subject to applicable laws, including applicable dispossession laws in the state and county where the Premises are located, Landlord shall have the right to terminate the Tenant's right of possession of the Premises without terminating this Lease and, therefore, to reenter the Premises to assume and take possession of the whole or any part thereof, and to remove all persons or personal property by direct or summary action, or in a different type of suit or proceeding, by force or otherwise, without being deemed liable of trespass or other actionable wrong by reason thereof, and without being liable for the damages therefor or in connection therewith, and, after demand made therefor, Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer and subject to such summary judgment or other action as may be provided by law. Tenant hereby agrees that if Landlord shall recover or take possession of said Premises as aforesaid, and be unable to relet and rent the same so as to realize a sum equal to the Minimum Rent and Additional Rent hereby provided, Tenant shall pay to Landlord any loss or difference of Minimum Rent and Additional Rent for the remainder of the Term.

11.3 NON-WAIVER OF REMEDIES.

A. It is expressly agreed that neither the taking of possession of the Premises nor the institution of any proceedings by way of unlawful detainer, ejection, dispossession, eviction, quiet title, or otherwise, to secure possession of said Premises, nor the reentry by Landlord with or without the institution of such proceedings, nor the issuance of a writ of possession, nor the re-renting or subletting of said Premises, shall operate to relieve Tenant of its obligations to pay Rent and other amounts due hereunder, or operate to terminate this Lease in whole or in part, nor of itself constitute an exercise of Landlord's option to do so, but only by the giving of the written notice specifically specifying termination shall such termination be effected.

B. Acts of maintenance or preservation or efforts to relet the Premises, or the appointment of a receiver upon the initiation of the Landlord to protect the Landlord's interest under this Lease, shall not constitute a termination of the Lease.

C. Waiver by either party of any default, breach or failure under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure. In case of a breach by Tenant of any of the covenants or undertakings of Tenant, Landlord nevertheless may accept from Tenant any full or partial payments hereunder without in any way waiving Landlord's right to exercise the remedies hereinbefore provided for by reason of any other breach or lapse which was in existence at the time such payment or payments were accepted by Landlord. Following any default by Tenant, Landlord may apply any payment to any Rent then owing, or damages, cost and fees in the manner it chooses in its sole discretion.

E. The parties shall use reasonable efforts to mitigate their damages in the event of a default by the other party.

E. The specific remedies to which the parties may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them or of any provisions of this Lease.

11.4 DEFAULTS BY LANDLORD. If Landlord fails to perform any of Landlord's obligations under this Lease, which failure continues for more than thirty (30) days after Tenant's delivery of written notice to Landlord specifying such failure, or if such failure is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the failure within such thirty (30) day period and diligently pursued such efforts to complete such cure), Tenant may, in addition to any other remedy available at law or in equity, after a second written notice to Landlord and Landlord's failure to cure within ten (10) business days after receipt of such second written notice, at its option, terminate the Lease and incur any expense necessary to perform the obligation of Landlord specified in such notice and invoice Landlord for the cost thereof. Landlord shall reimburse Tenant for Tenant's actual, reasonable cost to cure a Landlord default within thirty (30) days after Tenant's written request therefor. If Landlord fails to so reimburse Tenant for such costs, Tenant may offset such costs against Rent next due until Tenant's costs have been fully recovered.

ARTICLE XII - GENERAL PROVISIONS

12.1 BROKERS. Tenant warrants that it has employed no broker who has or may have a legitimate claim to a commission arising of Tenant's acceptance of this Lease, other than Keller Williams ("Tenant's Broker") who will be paid a commission by Landlord pursuant to the terms of a separate agreement. Any obligations or potential obligations for commission to any brokers who have a claim arising out of the actions of Tenant, other than Tenant's Broker are the sole obligation of Tenant. Should a claim be made upon Landlord or the Premises by any brokers who in Landlord's discretion Landlord determines to have legitimate claim for commission arising out of this transaction, whether such claim is ultimately upheld or not, Landlord may, but shall not be obligated to, discharge the claim either by paying the amount claimed to be due or by any other means. In the event any lien is filed against the Premises, the Lease or the Shopping Center in connection with such a claim, Tenant shall cause such lien to be discharged or completely bonded over. Tenant shall diligently contest such lien and if such contest is unsuccessful, promptly cause such lien to be removed. Any commission or other compensation due brokers employed by Landlord shall be the sole responsibility of Landlord.

12.2 NO PARTNERSHIP. Notwithstanding any other express or implied provision of this Lease, it is understood that Landlord does not in any way claim to be or propose a partnership or joint venture with Tenant in the conduct of Tenant's business.

12.3 SUCCESSORS AND ASSIGNS. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, subsequent purchasers, executors, administrators, successors, sublessees and assigns of said parties, subject to the provisions of Article X and except to the extent otherwise provided in this Lease, provided, however, that the liability of Landlord hereunder and any successor in interest and title to the Premises shall be limited to his or its interest in the Shopping Center, and no other assets of the Landlord other than his or its interest in the Shopping Center shall be affected by reason of any liability which said Landlord or successor in interest may have under this Lease. If there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof.

12.4 NOTICES. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall not be deemed to have been duly given or served unless made in writing and either personally delivered or forwarded by Certified Mail, Return Receipt Requested, postage prepaid, nationally-recognized overnight courier service or personal delivery to the address for each party provided in the Abstract of Lease. Such addresses may be changed from time to time by either party by serving notices as above provided. While Tenant is in possession of the Premises, notices to the Tenant may also be delivered or forwarded by Certified Mail to the Premises. Notice shall be deemed given when delivered (a) one business day following delivery to a nationally-recognized overnight courier service or (b) by certified United States mail.

12.5 SCOPE AND INTERPRETATION OF THIS AGREEMENT.

A. **ENTIRE AGREEMENT.** This Lease shall be considered to be the only agreement between the parties hereto pertaining to the Premises. It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, letters of intent, agreements and understandings, written or oral, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none shall be used to interpret or construe this Lease.

All negotiations and oral agreements acceptable to Landlord and Tenant have been merged into and are included in this Lease.

B. ARTICLE HEADINGS AND CAPTIONS. The headings or captions of Articles in this Lease are for convenience and reference only and they in no way define, limit, or describe the scope or intent of this Lease or the provisions of such Articles.

C. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS. As used in this Lease and whenever required by the context thereof, each number, either singular or plural, shall include all numbers, and each gender shall include all genders. Landlord and Tenant, as used in this Lease, or in any other instrument referred to in or made a part of this Lease, shall likewise include both singular and plural, a corporation, limited liability company, partnership, individual or person acting in any fiduciary capacity as executor, administrator, trustee, or in any other representative capacity. All covenants herein contained on the part of Tenant shall be joint and several.

D. TIME OF ESSENCE. Time is hereby expressly declared to be of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

E. IMPARTIAL CONSTRUCTION. The language in all parts of this Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for nor against either Landlord or Tenant.

F. GOVERNING LAW. The laws of the State of Georgia shall govern the validity and enforceability of this Lease. Jurisdiction and venue shall be deemed valid and appropriate in Fulton County, Georgia.

G. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. AMENDMENT. No oral agreements can modify or amend this Lease until such time that it is reduced to writing and agreed and executed by the parties. All amendments must be in writing executed by the parties or their respective successors in interest.

I. TENANT'S CONFLICTS. Intentionally Deleted.

J. LANDLORD, OWNER OR OWNER'S BENEFICIARY OR BENEFICIARIES THEREOF. Wherever in this Lease Landlord is granted a right of consent or approval, a right of inspection, a right to add improvements to the Shopping Center, a right to designate repairs, maintenance or improvements required to be made by Tenant or changes in any plans submitted by Tenant or any other act which involved the exercise of discretion on the part of the Landlord hereunder, such right or exercise of discretion may be exercised by Landlord, owner or owner's beneficiary or beneficiaries thereof. Any obligation set forth in this Lease of the Landlord, or any obligation of Tenant which Landlord is given the right to perform on Tenant's behalf, shall be conclusively deemed to have been performed by owner's beneficiary or beneficiaries thereof. Any obligation of Tenant contained in this Lease to indemnify, defend or hold Landlord harmless (or Landlord and any other party), or to maintain and pay for insurance for the benefit of Landlord (or Landlord and any other party), or to waive any claim against Landlord (or Landlord and any other party) is hereby extended so that such obligations shall run in favor of Landlord, owner and owner's beneficiary or beneficiaries thereof. Wherever in this Lease it is acknowledged or stated that Landlord has made no representation or warranties or promises with respect to any matter, such provisions shall be deemed to acknowledge or state that neither Landlord nor owner nor owner's beneficiary or beneficiaries thereof, nor employee of Landlord has made such representations or warranties or promises. All rights to enforce any provision of this Lease on the part of Landlord or any rights to exercise any remedies of Landlord, either specifically provided for herein or at law or equity, may be exercised by Landlord, owner or owner's beneficiary or beneficiaries thereof, in their own name, alone or in conjunction with Landlord or any of the foregoing parties.

K. EXECUTION OF LEASE BY LANDLORD. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereby by Landlord and Tenant. The execution of this Lease by Tenant shall be deemed an offer by Tenant to lease the Premises from Landlord upon the terms and conditions contained in the Lease, which offer may be accepted by Landlord only by the execution of this Lease by Landlord. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and

no act or omission of any employee or agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

L. JURY WAIVER. LANDLORD AND TENANT WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER, OR WITH RESPECT TO ANY ISSUE OR DEFENSE RAISED THEREIN, INCLUDING THE RIGHT TO AN ADVISORY JURY (EXCEPT FOR PERSONAL INJURY AND PROPERTY DAMAGE), ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE PREMISES INCLUDING SUMMARY PROCEEDING AND POSSESSION ACTIONS, ANY EMERGENCY STATUTORY OR OTHER STATUTORY REMEDY.

M. RENTS FROM REAL PROPERTY. Landlord and Tenant hereby agree that it is their intent that all Rent and other charges payable to the Landlord under this Lease shall qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code, as amended, (the "Code") and the Department of the U.S. Treasury Regulations promulgated thereunder (the "Regulations"). Should the Code or the Regulations, or interpretations thereof by the Internal Revenue Service contained in revenue rulings or other similar public pronouncements, be changed so that any Rent no longer so qualifies as "rent from real property" for purposes of Section 856(d) of the Code and Regulations, or any successor provision thereto, then the parties agree to execute such further instrument as may reasonably be required by the Landlord in order to give effect to the foregoing provisions of this Section.

N. INDEPENDENT COVENANTS. The covenants of Tenant to pay Rent and any and all other amounts payable by Tenant pursuant to the terms of this Lease are independent covenants, and Tenant shall not have the right to hold back, offset, or fail to pay any such amounts for default by Landlord or any other reason whatsoever.

12.6 RADON GAS. Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from your county public health unit.

12.7 ATTORNEYS' FEES. N/A

12.8 LEASE NOT RECORDABLE. Under no circumstances shall this Lease be recorded and if Tenant records this Lease in violation of the terms hereof, in addition to any other remedy available to Landlord upon Tenant's default, Landlord shall have the option to terminate this Lease by recording a notice to such effect. If a memorandum or short form of lease is recorded, then, on the termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord an instrument in writing releasing and quit-claiming to Landlord all right, title and interest of Tenant in and to the Premises and/or the Shopping Center by reason of this Lease or otherwise.

12.9 ACCORD AND SATISFACTION. No endorsement or statement on any check or letter of either party shall be deemed an accord and satisfaction. The acceptance of any such check or payment shall be without prejudice to the other party's right to recover any and all amounts owed by the other party hereunder, including the right to pursue any other available remedy.

12.10 NO WAIVER. No waiver of any provision of this Lease shall be implied by any failure of Landlord or Tenant to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term hereof or create a new tenancy or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement or a suit for possession of the Premises or after final judgment for possession of the Premises Landlord may receive and collect any Rent due and the payment of said Rent shall not waive, affect or nullify said notice, suit or judgment. Acceptance by either party of less than the entire amount due and owed to them shall not constitute a waiver of either party's right to further collection.

12.11 COUNTERPARTS. This Lease may be executed in two or more original counterparts, each of which shall be deemed an original, but all of which together shall constitute one of and the same instrument. Further, signatures transmitted in a "PDF" format by facsimile, e-mail, or accomplished through an electronic signature platform, such as DocuSign, shall have the same force and effect as an original signature in this Lease.

12.12 EXHIBITS AND SCHEDULES. All exhibits and schedules attached to this Lease are hereby incorporated by reference.

12.13. FORCE MAJEURE. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, by the following forces beyond its control: acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, or local, state or federally declared emergencies impacting a parties' ability to perform under the Contract. In no event shall any such force majeure event delay or excuse the obligation to pay any sum payable pursuant to this Lease, including without limitation, the payment of Rent hereunder.

12.14 PUBLIC ANNOUNCEMENT(S) OF LEASE AND STATUS. Notwithstanding anything to the contrary in this Lease, either party shall have the non-exclusive right to make public announcement(s) of (i) the execution of this Lease by the parties and (ii) Tenant's opening for business in the Shopping Center, without the requirement of any additional consent by either party. Such public announcements may be made through print, radio, television or electronic communication, including without limitation, social media websites, Landlord's website and e-mail.

TENANT:

City of South Fulton,
a body politic and corporate, incorporated
under the laws of the state of Georgia

Tammie Saddler Jones, City Manager

Date:_____

Approved as to form:

Vincent D. Hyman, City Attorney

LANDLORD:

Inland Property Management, LLC,
A Delaware limited liability company,
as managing agent for the Owner

Larry Sajdak, Executive Vice President

Date:_____

EXHIBIT A

**SITE PLAN OF SHOPPING CENTER
AND DEPICTION OF LOCATION OF PREMISES**

This Site Plan is presented solely for the purpose of identifying the approximate location and size of the Premises. The size or configuration of the Shopping Center, building sizes, site dimensions, access and parking areas, existing tenant locations, uses and identities are subject to change at Landlord's discretion, except as otherwise expressly restricted in the text of the Lease.

The Premises are depicted as Unit #21 below.



EXHIBIT B
MINIMUM RENT

INITIAL TERM

<u>Lease Year</u>	<u>Monthly</u>	<u>Annual</u>	<u>Annual PSF</u>
1	\$3,375.00	\$40,500.00	\$13.50
2	\$3,510.00	\$42,120.00	\$14.04
3	\$3,650.40	\$43,804.80	\$14.60
4	\$3,796.42	\$45,556.99	\$15.19
5	\$3,948.27	\$47,379.27	\$15.79
6	\$4,106.20	\$49,274.44	\$16.42
7	\$4,270.45	\$51,245.42	\$17.08
8	\$4,441.27	\$53,295.24	\$17.77
9	\$4,618.92	\$55,427.05	\$18.48
10	\$4,803.68	\$57,644.13	\$19.21

EXHIBIT C-1

LANDLORD'S WORK

As of the Commencement Date, the Landlord work items below will be substantially performed. Except for the Landlord Work items and representations specifically set forth in this Exhibit C-1, Tenant accepts the Premises in its current "as is" condition. Landlord has made no other representations or warranties as to the condition of the Premises.

Within thirty (30) days after mutual execution and delivery of this Lease, Landlord shall prepare a detailed scope of work (and to the extent necessary, detailed plans) indicating locations of installations set forth hereinbelow and such other specifications as may be reasonably necessary for Landlord to perform the Landlord's Work set forth herein.

Such detailed scope of work and/or plans (the "Plans") shall be used by Landlord in the performance of Landlord's Work items set forth below. In the event that the Approved Plans do not comply with applicable laws, or are not feasible due to unavailability of materials, Landlord shall have the right to deviate from the Approved Plans to the extent reasonably necessary to comply with applicable laws or to incorporate substitute materials.

Landlord will perform the following work items in the Premises:

Floor Slab:

Landlord shall deliver the Premises with the existing floor slab. If no floor slab currently exists in the Premises, a 4" concrete floor slab will be installed in the Premises.

Demising Walls:

In the event the Premises is demised to the size specified in the Lease, Landlord will deliver the Premises with the existing demising walls. In the event that demising walls must be constructed, Landlord will install drywall demising partitions of one layer of 5/8" fire rated gypsum board on both sides of 3-5/8" 20-gauge metal studs at 16" o.c., tight to underside of roof deck. Face of partition to be taped, sanded and ready for paint.

Interior of Premises:

1. Landlord will install interior walls generally in the locations depicted in the Premises Plan below; the actual location and specifications of such interior walls shall be as set forth in the Plans.
2. Landlord will install a suspended acoustical 2'x2' non-directional fissured white ceiling tile with exposed white intermediate-duty suspension grid. Ceiling height to be 10'-0" above finish floor, and as otherwise indicated on the Plans
3. Landlord will install standard 2' x 4' recessed fluorescent troffer fixtures, typically one (1) fixture for every eighty (80) s.f. of demised area, including conduit, wiring, junction boxes and switching as required.
4. Landlord will install ceiling hung exit lights at each exit door per local codes (maximum two fixtures).
5. Landlord will install one (1) 120V duplex receptacle at 20' o.c. maximum, mounted 18" above finish floor.
6. Landlord will install Three (3) emergency battery-backup type, twin head, wall-mounted lighting fixtures per local codes (one of the fixtures to be located in toilet room) in the locations specified in the Plans.
7. Landlord will install two (2) complete ADA-compliant toilet room, including one (1) six (6) gallon capacity electric hot water heater (placement to be determined by code), containing:
 - a. Drywall partitions: one (1) layer of 5/8" gypsum board on both sides of 3-5/8", 20 gauge metal studs to 6" above finished ceiling (use moisture resistant drywall on interior wet wall). Exterior face of partition to be taped, sanded and ready for paint.
 - b. Two (2) hollow core, 3'-0" x 6'-8" wood door and frame with privacy hardware set.

- c. Two (2) tank type, floor mounted water closet.
- d. Two (2) wall hung lavatory with ADA-compliant faucet and insulated drain piping.
- e. Two (2) 18" x 36" mirror
- f. Two (2) 100 cfm exhaust fan
- g. Two (2) 2'x4' recessed fluorescent light fixture with acrylic lens.
- h. Two (2) light switch integral with both exhaust fan and fluorescent light fixture.
- i. Two (2) ground fault protected duplex wall outlet mounted 40" above finish floor.
- j. Two (2) four inch (4") diameter floor drain with brass flush grate.
- k. Two (2) single roll toilet tissue dispenser, wall mounted.

Utility Systems:

1. Landlord will provide electrical service (100 Amp, 3 Wire, 4 Phase) to Tenant's wall mounted 24-circuit electrical panel with circuit breakers and disconnect switch as required by local code and as indicated in the Plans.
2. Landlord will provide domestic water service (minimum ¾") to the Premises as required for two (2) toilet room, as indicated in the Plans.
3. Landlord will provide a sanitary sewer connection to the Premises in the location indicated in the Plans.
4. Landlord shall provide conduit for telephone service from main distribution board as required by code and pursuant to the Plans. All secondary telephone wiring by Tenant.

Storefront:

Landlord will deliver the Premises with the existing storefront.

HVAC Units:

Landlord will deliver the Premises with existing HVAC Units. If no HVAC units are installed for use by the Premises, Landlord shall provide:

- a. Heating, ventilating and air conditioning units shall be of the air-cooled type by Carrier, Trane, or approved equal and shall consist of a gas-powered heating and electric cooling package unit. The units shall be designed and tested to provide one ton (1T) AC per three hundred and fifty (350) square feet of retail space.
- b. Heating and air conditioning ductwork, vents, grilles and diffusers as required for proper design, as indicated in the Plans.

Fire Protection:

To the extent not existing in the Premises, Landlord will install Fire Protection Sprinkler System head distribution in a uniform grid pattern, one (1) head per 130 sf.

Fire Alarm System, if required by Tenant, is the sole responsibility of Tenant.

Basic Floor Plan

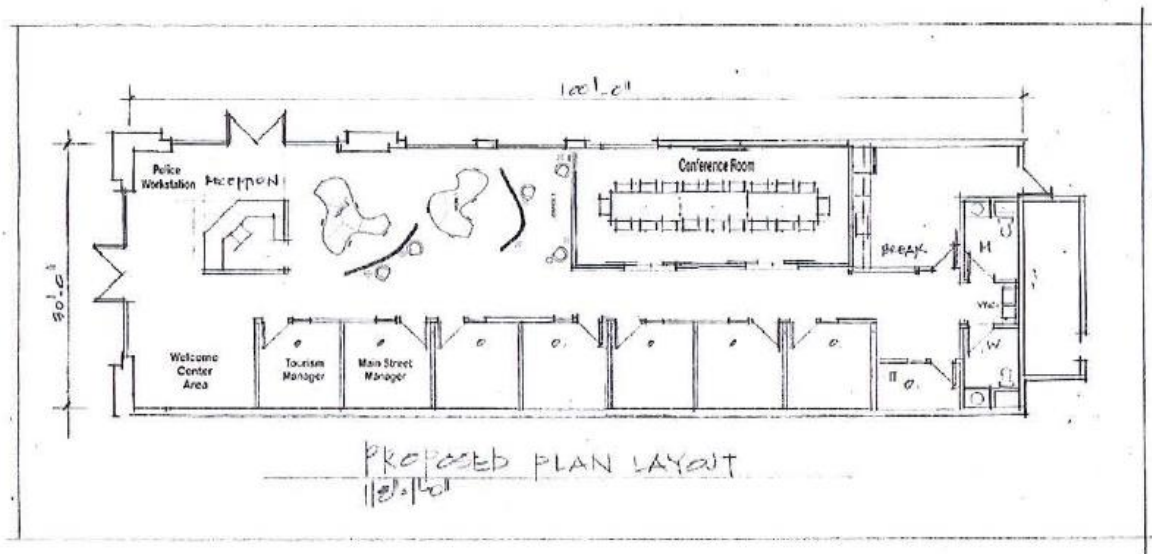


EXHIBIT C-2

TENANT'S WORK

NONE – INTENTIONALLY DELETED

EXHIBIT D

SIGN CRITERIA FOR SHOPPING CENTER

Basic Criteria Governing Signs:

Tenant signs must be kept clean and in good operating condition. It is recommended that each tenant develop a maintenance program to assure that its sign(s) will always appear inviting to customers and enhance the overall appearance of the Shopping Center. Nothing in this Lease shall prohibit Tenant from engaging in conduct related to signs which is authorized by local, state or federal regulations and/or laws.

I. APPROVALS

1. Each tenant must submit its sign(s) to Landlord for pre-approval.
2. Each tenant shall be responsible for the costs of obtaining all permit(s) for its sign(s), and for the costs of manufacturing and installing its sign(s).
3. In addition to obtaining the approval of Landlord, a tenant must ensure that all of its signs are in conformance with local sign ordinances and codes.
4. All sign vendors and contractors must be approved by Landlord, and approved sign vendors and contractors must submit required insurance to Landlord prior to commencing any sign work at the Shopping Center.

II. MANUFACTURING

1. All wiring, transformers, ballasts and other necessary equipment shall be concealed.
2. All work shall be done in a workmanlike manner and approved by Landlord.
3. The responsible tenant, at that tenant's sole cost and expense, and to Landlord's satisfaction and approval, shall repair any damage to the fascia.
4. Upon vacating its leased premises, a tenant shall remove its sign(s) and restore the fascia to its original condition. This shall be done at the tenant's sole cost and expense, and to the satisfaction and approval of Landlord.

III. ALLOWABLE SIGN LOCATION

1. One sign per tenant may be located on the fascia of the Shopping Center.
2. Fascia signs shall be centered with respect to the tenant's total store frontage.
3. The tenant's entire copy and graphics must be located within the boundaries of the "designated sign area," as designated by Landlord.

IV. ALLOWABLE SIGN STYLES

1. Fascia signs shall be individually formed metal channel letters and graphics.
2. Letters and graphics must be covered with acrylic faces.
3. All canopy and graphics shall be internally illuminated with neon.

4. Aluminum returns or sides of letters and graphics shall be Lacyral 20-313E Duranodic, or equivalent, with a 4-inch (4") depth. Landlord must approve substitutions.
5. The tenant's copy and graphics shall be mounted entirely on a raceway that matches the color of the fascia on which it is located. Landlord will specify these colors.

V. ALLOWABLE SIGN SIZE

1. The length of a tenant's sign will be limited to seventy-five percent (75%) of the tenant's sign panel.
2. A tenant shall be allowed up to two (2) square feet of sign face for each linear foot of the tenant's store frontage, but not to extend higher than the sign panel.
3. Letter sizes shall be as follow:
 - (a) for store fronts up to thirty feet (30'): capital letters shall be twenty-four inches (24"), and lower case letters shall be eighteen inches (18");
 - (b) for store fronts ranging from thirty feet (30') up to sixty feet (60'): capital letters shall be thirty inches (30"), and lower case letters shall be twenty-four inches (24").

VI. GENERAL REQUIREMENTS

1. No sign shall be placed in other than the "designated sign area," as designated by Landlord.
2. No sign perpendicular to the face of any building shall be permitted.
3. No roof-mounted sign of any kind shall be permitted.
4. No flashing, moving, or audible signs or beacons shall be permitted.
5. No banners or flagpoles shall be permitted.
6. Trailer signs, portable signs or temporary signs shall not be permitted.
7. All transformers or electrical appurtenances shall be used.
8. No exposed conduit, tubing, neon tubing, conductors, transformers or electrical appurtenances shall be allowed.
9. Electrical service to all signs shall be provided from the Tenant's meter, and it shall be the responsibility of each tenant to hire an electrician approved by Landlord to perform all required electrical work.
10. Landlord shall approve design of raceway mounting devices.
11. A tenant shall be responsible for repair of any damages to the building caused by the installation of its sign(s).
12. All signs shall be fully lighted and operational from a minimum of dusk until 2:00 a.m., Monday through Sunday (seven days a week)

EXHIBIT E
GUARANTY
INTENTIONALLY DELETED

EXHIBIT F-1

PROHIBITED USES

Tenant shall not violate any of the following Prohibited Uses:

1. Funeral establishment;
2. Automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities;
3. Auction or bankruptcy sale;
4. Pawn shop;
5. Outdoor circus, carnival or amusement park, or other entertainment facility;
6. Outdoor meetings;
7. Bowling alley;
8. Primarily pool or billiard establishment;
9. Shooting gallery;
10. Off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
11. Refinery;
12. Adult bookstore or facility selling or displaying or selling access to pornographic books, literature, websites or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), massage parlor (not to include therapeutic massage clinics such as Massage Envy, Heavenly Massage, day spas or chiropractic clinics), steam bath, nude modeling, establishment with nude or semi-nude waiters, waitresses or entertainers;
13. Any residential use, including, but not limited to living quarters, sleeping apartments or lodging rooms;
14. Theater including, but not limited to, an X-rated theater;
15. Auditorium, meeting hall, ballroom, school, educational facilities (including, but not limited to, beauty schools, barber colleges, reading rooms or libraries, or other place of public assembly;
16. Unemployment agency, service or commission;
17. Gymnasium, health club, exercise or dance studio;
18. Dance hall;
19. Cocktail lounge, bar, disco or night club;
20. Bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
21. Video game or amusement arcade, except as an incidental part of another primary business;
22. So called "head shop" which sells drug paraphernalia;
23. Skating or roller rink;
24. Car wash, car repair or car rental agency;
25. Second hand store, auction house, or flea market, Army/Navy-type store or governmental surplus;
26. Restaurant including, but not limited to, drive-in or drive-through restaurants;
27. Intentionally Deleted;
28. Tenant may not install an Automatic Teller Machine in or on the Premises without the express written consent of Landlord which consent Landlord may deny in its sole discretion

EXHIBIT F-2

SHOPPING CENTER EXCLUSIVES AND RESTRICTIONS

Tenant shall not violate any of the Exclusives and Restrictions granted by Landlord to other parties and occupants of the Shopping Center as redacted below or as otherwise contained in any documents of record. Defined terms and references to sections and exhibits shall correspond to those in the respective lease or governing document.

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS by Inland Atlantic-Georgia Old National Venture, L.L.C. dated March 25, 2011 and recorded on April 1, 2011 in Deed Book 49954, Page 264, Doc# 2011-0095700, Fulton County, Georgia records.

Section 8. No portion of the Shopping Center Property shall be used for any of the following purposes without the prior written approval of the Approving Parties:

- (a) any unlawful use;
- (b) residential use;
- (c) funeral establishment;
- (d) used car lot;
- (e) auction or bankruptcy sale (except those which are lawful and bona fide);
- (f) pawn shop;
- (g) thrift store; provided, however, the foregoing restriction shall not restrict the Phase II Property from being used or occupied as a thrift store (such as "Goodwill" and "Salvation Army") selling high quality used merchandise with at least 25% of such store dedicated to the sale of new, unused items;
- (h) shooting gallery;
- (i) refinery;
- (j) adult bookstore or facility selling, renting or displaying pornographic or adult books, magazines, literature, films, pictures, videotapes, video discs or other adult paraphernalia or merchandise of any kind (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), provided that sale, rental or display of such items as an incidental part of a permitted business (as used above, the term "incidental" means, with respect to any national or regional video store chain or national or regional book store, any sale or rental of such materials and with respect to other tenants, the sale of such materials from not more than ten percent (10%) of the sales area of such business and so as to constitute less than ten percent (10%) of the gross sales of such business) shall be permitted;
- (k) massage parlor, excluding day spas such as Massage Envy;
- (l) tattoo parlor/shop;
- (m) unemployment agency;
- (n) government office open to the public in excess of 4,000 square feet; provided, however, the Phase II Property shall be permitted to have a government office not open to the general public provided it does not contain more than 5,000 square feet of space;
- (o) food stamp center;
- (p) check cashing business (other than a regional or national bank); provided, however, the foregoing restriction shall not affect the Phase II Property;
- (q) any school, training, educational or day care facility, including but not limited to: beauty schools, barber colleges, nursery schools, real estate school including a real estate office that includes a school, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers such as tutoring of any grade/level of school/university for subjects/testing such as Score, Mathnasium, etc.; provided, however, the foregoing restriction shall not prohibit a school or other training facility containing not more than 5,000 square feet of leasable square footage and catering primarily to students or trainees rather than to customers such as tutoring of any grade/level of school/university for subjects/testing such as Score, Mathnasium, etc. located on the Phase II Property;
- (r) office (provided that up to 2,000 square feet of office space shall be permitted in the "Permitted Office Area" identified on the Site Plan); provided, further up to 6,000 square feet of office space shall be permitted on the Phase II Property;
- (s) medical office/clinic; provided, however, the foregoing restriction shall not affect the Phase II Property;
- (t) "park-and ride" fair;
- (u) amusement park;
- (v) sports bar; provided, however, the foregoing restriction shall not affect the Phase II Property;
- (w) dance hall, billiard, pool hall;

- (x) cocktail lounge or bar (except as incidental to the operation of a restaurant), disco or night club;
- (y) bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
- (z) second-hand store; provided, however, the foregoing restriction shall not prohibit antique shops or stores selling high quality used merchandise such as Play it Again Sports and Game Stop;
- (aa) auction house or flea market;
- (bb) auditorium, meeting hall, church, or other place of public assembly;
- (cc) veterinary services or overnight pet stay facilities (provided the foregoing shall not prohibit the operation of a pet store such as Petsmart or Pet Supermarket that provides veterinary services or overnight pet stays as an incidental part of its retail operation);
- (dd) video game arcade, skating rink;
- (ee) car wash or facility for the sale, display, leasing, servicing, fueling or repair of motor vehicles (except that either one gas station with or without an incidental car wash facility or one first class oil change/lubrication facility may be located on an outparcel on the Phase I Property or anywhere on the Phase II Property).

BEAUTY MASTER

Exclusive

Section 7.3 Landlord shall not allow or permit any tenant under a lease or occupancy agreement executed after the date of this Lease to use their premises primarily for the sale of beauty supplies or the operation of a full service salon ("Tenant's Exclusive Use"). Tenant's Exclusive Use shall not apply to (1) any tenants or occupants (or their successors or assigns) of the Shopping Center or of Phase I of Old National Marketplace existing prior to the date of this Lease, or (2) TJ Maxx (or its successors or assigns). In addition, it shall not be deemed a violation of Tenant's Exclusive Use if: (i) a tenant or occupant uses their premises for the sale of beauty supplies in the lesser of (x) ten percent (10%) of the leasable floor area of such premises or (y) two thousand (2,000) square feet of leasable floor area; or (ii) there are up to two (2) hair and/or nail salons in the Shopping Center, so long as each such hair salon does not exceed two thousand (2,000) square feet of leasable floor area in the Shopping Center.

Restrictions

None

BURLINGTON COAT FACTORY

Exclusive

Section 33.A.(h) no building in the Project shall be leased, used or occupied for the sale of any of the items listed in Exhibit "D-1" and "D-2" ("Tenant's Exclusive Items"); Notwithstanding the foregoing, the ancillary sale of Tenant's Exclusive Items by another occupant of the Project shall be permitted. For purposes hereof, "ancillary sale" shall mean that: (i) the Tenant's Exclusive Items set forth on D-1 are displayed in the lesser of ten percent (10%) or seven hundred fifty (750) square feet of such occupant's floor area; and (ii) the Tenant's Exclusive Items set forth on D-2 are displayed in the lesser of ten percent (10%) or two thousand five hundred (2,500) square feet of such occupant's floor area. Notwithstanding anything to the contrary contained herein,.... (ii) the Tenant's Exclusive Items restriction shall not prohibit the operation of a Ross, Marshall's, TJ Maxx or other similar department store so long as the primary use of such stores is never as an infant furniture and accessories store or a bath and linen store.

Exhibit D-1: Baby Depot Exclusives

1. cribs
2. changing tables
3. toy boxes
4. baby or children's rocking chairs
5. glider/rockers
6. juvenile furniture
 - a. tables
 - b. chairs
 - c. chests
 - d. dressers
 - e. bean bags
7. crib comforters, dust ruffles, bumpers, sheets and mattress pads
8. diaper stackers and diaper bags
9. strollers
10. high chairs

11. car seats
12. play pens
13. walkers and entertainers
14. infant swings
15. infant and layette clothing
16. infant toys
17. children's books
18. diapers

Exhibit D-2: Luxury Linens Exclusives

1. Bedding, such as: sheets, comforters, bedspreads, bed pillows, mattress pads, duvet covers, blankets, quilts, and decorative throws
2. Bath and Kitchen Towels, such as: beach towels, aprons, potholders, oven mitts, robes and body wraps
3. Decorative Pillows and Chair Pads
4. Tabletop, such as: tablecloths, napkins, placements, runners, scarves and doilies
5. Rugs, such as: scatter rugs, bath rugs, area rugs, novelty rugs
6. Bath Room Accessories and Shower Curtains, such as: plastic ensembles, ceramic ensembles, metal ensembles, scales, hampers, toilet seats, shower hooks, personal care products
7. Curtains and Draperies
8. Drapery hardware
9. Wall Art and Picture Frames
10. Decorative Housewares
11. Decorative Gifts, such as: crystal, ceramic, silver, brass and wood accessories, stationery and gift wrap
12. Closet and Storage Items
13. Luggage
14. Candles and Candleholders

Restrictions

33.A.(e) no places of public assembly (e.g., movie theaters, bowling alleys, supermarkets, gymnasiums, fitness centers, and the like) shall be erected or maintained in any part of the Project, except within the leased premises currently leased to L.A. Fitness, Citi Trends and Its Fashion Metro as shown on Exhibit "A"; (f) no restaurant or other premises for on or off premises food or beverage consumption may be erected or maintained within 150 feet of any part of the Demised Premises; (g) no building, store or premises in the Project shall be leased, used or occupied as other than a "retail store" as such term is defined in Article 27 hereof (except that the area identified on the Site Plan as the "Office Use Area" shall be permitted to be used for office use);

Section 27.H. As used in this Lease, "retail stores" shall mean bona fide tenants, of a character consistent with a first class shopping center, whose businesses consist principally of the sale of goods or the purveying of services (principally to household consumers as contrasted with business consumers) at retail, and specifically shall exclude the uses set forth in Exhibit "F" hereto and all other establishments which purvey goods or services which are offensive, obnoxious, illegal or not consistent with a first class shopping center. Retail stores shall include, without limitation, financial or similar service offices, real estate agents, insurance agents, travel agents, and other similar uses that are office use in nature but provide services to household consumers.

Exhibit F – Prohibited Uses

1. A tavern, bar, nightclub, cocktail lounge, discotheque, dance hall or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than thirty (30%) percent of the restaurant's gross revenues, or a restaurant of the type operated on the date hereof under the trade names "Chili's," "TGI Friday's," "Applebee's," "Olive Garden," "Red Lobster," or "Longhorn Steakhouse."
2. A billiards parlor, pool hall, arcade, video or game room (unless as incidental to the operation of a restaurant, including without limitation, Chuck E Cheese so long as such store or facility's building or premises is not located within 150 feet of Tenant's Building).
3. A theater (for live performance), an auditorium, a convention or exhibition hall or the like.
4. A fairground.
5. A service station, automotive repair shop or parts store, truck stop or vehicle fueling station except that an Auto parts store with no ancillary automotive repair shop or fuel (such as Auto Zone or Pep Boys are currently operated) shall be permitted on any Outparcel shown on the Site Plan.

6. A flea market or pawnshop.
7. A training or educational facility (including without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than to customers or employees employed on premises provided that educational or training classes as part of a permitted use shall be permitted); provided, however, a training or educational facility occupying less than 5,000 square feet shall be permitted so long as such store or facility's building or premises is not located within 150 feet of Tenant's Building.
8. A car wash.
9. A medical clinic or office (which shall not preclude an optometrist's office located in a store selling eyeglasses, contact lenses and similar eye ware products or a person who may, by law, write prescriptions in connection with the operation of a pharmacy or a medical or a medically-related activity then being conducted in, and incidental to, retail drug stores).
10. An office building or any office of any kind not used principally for the purveying of products or services to walk-in consumers at retail (other than back room offices incidental to a retail use).
11. A dry cleaning plant, central laundry or laundromat (which shall not preclude a "drop off" and "pick up" dry cleaning service where all dry cleaning processes shall be located outside of such premises).
12. An establishment for sale of automobiles, trucks, mobile homes, recreational motor vehicles.
13. A piercing pagoda or tattoo parlor or similar establishment; provided, however, a jewelry or accessories store that provides ear piercing as an incidental part of its operation shall be permitted.
14. An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts. [This clause shall not prohibit or limit the items typically sold by a business of the type operated on the date hereof under the trade names "Barnes & Noble" or "Borders"])
15. A massage parlor or any establishment purveying similar services, excluding full service reputable day spas such as Massage Envy.
16. A skating rink of any type.
17. A house of worship, church, reading room, mortuary, crematorium or funeral home.
18. A mobile home or trailer court, labor camp, junkyard or stockyard.
19. A motel or hotel or a lodging establishment of any kind.
20. A landfill, garbage dump or for the dumping, disposing, incineration or reduction of garbage.
21. A telephone call center (which shall not preclude a telephone store, cellular and otherwise).
22. A gambling establishment of any kind including, without limitation, a casino, bingo parlor or betting parlor (but lottery tickets may be sold and government sponsored lottery and similar gaming devices may be operated incidental to non-casino and non-hotel primary business at the premises).
23. An assembling, manufacturing, industrial, distilling, refining or smelting facility.
24. A storage warehouse or storage facility, except for storage incidental to a permitted use.
25. The conduct of any "fire sale," going out of business sale or bankruptcy sale (except pursuant to a court order) or any auction house operation.
26. Any use which regularly emits a noxious odor, loud noises or sounds which can be heard or smelled outside of the occupant's premises.
27. A "so called" head shop.

HIBBETT SPORTS

Exclusive

Section 8.2.2. Landlord shall not permit any other tenant or other user in the Center or in Phase I of Old National Market Place (as shown on the Site Plan) (with the exception of (a) tenants currently operating within the Center that have the right, pursuant to their current occupancy agreement, to operate for the Exclusive Use, as defined below, including those tenants that have open use clauses and (b) the tenant known as Shoe Market which is currently operating in Phase I or its replacement operating for the same use and in the same or less square footage as currently occupied by Shoe Market and (c) tenants in excess of twenty thousand [20,000] square feet which do not operate primarily in the sale of sporting goods, athletic apparel, athletic shoes or sports fan licensed products, such as, by way of example but not in limitation, Dick's Sporting Goods, Academy Sports, Encore Shoe Dept., MC Sports, Modell's, Dunham's or Sports Authority), to conduct the Exclusive Use either as its principal use or within a kiosk or in an area exceeding the lesser of one thousand (1,000) square feet or more than twenty percent (20%) of such other tenant's respective premises, sales or inventory ("Exclusive Covenant"); the measurement of such other tenant's respective premises shall include any and all racks, tables, displays, etc and the area used to access these by the customer. For purposes hereof, the Exclusive Use shall be defined as the retail sale of sporting goods, athletic apparel, athletic shoes or sports fan licensed products. Further, tenants such as, for purposes of

example and not in limitation, Encore Stores, Lids, Lids Team Sports, Lids Locker Room, Genesco, Foot Locker, Finish Line, Shoe Department, Shoe Show, Rack Room, Sports Chalet, Sportsman's Warehouse, MC Sports, Dunham's, Shoe Carnival, Champs, Cabelas, REI, Play it Again Sports, Gander Mountain, Marty's, City Gear, Downtown Locker Room, Big 5, Dick's, Sports Authority and Academy will be a violation of this provision. Further still, "athletic shoes", as used in the Exclusive Use, shall include, but not be limited to, any shoe whatsoever made or branded by: Adidas, Adio, Airwalk, American Eagle, And1, Apple Bottoms, Asics, Avia, Bearpaw, Black Label, Body Glove, Brooks, Champion, Choco, City Sneaks, Colombia, Clarks, Converse, Coogi, Crocs, Cross Treckers, DC, Diadora, Dunkman, Ecko, Easton, Etnies, Fila, Guy Harvey, Heely's, Hi-Tec, Jordan, Kaepa, K-Swiss, Keds, Keens, LA Gear, Lacoste, Lugz, Kiskeen, Mark Ecko, Merrell, Mizuno, New Balance, Nike, Oakley, Pearl Izumi, Polo, Predictions, Puma, Quiksilver, Rainbow, Reebok, Rocawear, Rockport, Rugged Outback, Russell, Ryka, Saucony, Skechers, Sperry, Steve Madden, Stride Rite, Tapout, Teva, The North Face, Timberland, Umbro, Under Armour, Vans, Wilson, Zodiac, Zoo York.

Restrictions

Section 8.2.1. Landlord shall not use or permit the use of any portion of the Center as any of the following: massage parlor (not to exclude an upscale day spa such as Massage Envy); "adult book or video store" or similar business catering to pornographic interests; amusement center or game room (featuring, without limitation, pinball, electric and video game machines); bowling alley; tire, battery or auto parts retail location (with the exception of a national auto parts retailer); skating rink; head shop; off-track betting facility; billiard parlor; gyms and exercise facilities; automobile leasing facility; check cashing; business operation generally referred to as a "flea market"; night club; comedy club, country and western bar; teenage facility; dance hall; bingo parlor; or a close-out, thrift, good will or similar store, with the exception of a Goodwill Industries store.

MARSHALLS

Exclusive

None

Restrictions

Schedule B, Section 4(A) Landlord agrees that the Shopping Center shall not be used for any of the prohibited uses set forth in Schedule F-1 hereto. In addition, Landlord agrees that the Shopping Center shall not be used (a) for any non-retail purposes (repairs, alterations and offices incidental to retailing, and banks and small loan offices, not being deemed non-retail), provided, that office and service uses of the types typically found in first class retail shopping centers shall be permitted provided that the aggregate floor area of all such office and service uses in the Shopping Center (excluding the floor area of all such businesses located on any OUTPARCEL) shall not exceed five thousand (5,000) square feet, or (b) for any entertainment purposes such as a bowling alley, skating rink, cinema, bar (provided, that the serving of beer, wine or other alcoholic beverages as an incidental part of the operation of a restaurant not otherwise prohibited hereunder, shall not constitute the operation of a bar), nightclub, discotheque, amusement gallery, poolroom, health club (other than the existing LA Fitness or a replacement health club that is no larger than the existing LA Fitness and no closer to the Demised Premises than the existing LA Fitness), massage parlor (provided, that one (1) upscale day spa or an upscale massage parlor, such as Massage Envy, shall not be prohibited), sporting event, sports or game facility, off-track betting club, provided, that notwithstanding anything to the contrary set forth in this clause (b), cinema, laser tag, or game-themed restaurants such as Dave & Buster's or Chuck E Cheese shall be permitted on any OUTPARCEL and in the area labeled "Permitted Entertainment Uses" upon the Lease Plan, or (c) for any establishment which sells or displays pornographic materials (provided, that the foregoing restriction shall not prohibit typical grocery stores and/or drug stores which may sell pornographic magazines as an incidental part of their business, or prohibit typical video stores such as Blockbuster) or (d) for any establishment which sells or displays used merchandise or second hand goods (provided, that such businesses shall be permitted so long as the aggregate floor area of all such businesses in the Shopping Center do not exceed five thousand (5,000) square feet). No restaurants or establishments selling food prepared on premises for consumption on or off premises shall be located within one hundred (100) feet of the nearest demising wall of the Demised Premises. Excluding restaurants on any OUTPARCEL, (i) no individual restaurant or other food service business shall contain more than five thousand (5,000) square feet of floor area, and (ii) the aggregate floor area of all restaurants and food service businesses in the Shopping Center shall not exceed twenty-five thousand (25,000) square feet. (Collectively the uses described herein are referred to as the "Prohibited Uses".) Other than the restrictions set forth in Schedule F-1, which shall apply to all occupants of the Shopping Center, the restrictions set forth in this Paragraph 4(A) shall not apply to Burlington Coat Factory.

(B) Landlord agrees that, from the date hereof until expiration of the term of this lease, no other premises in the Shopping Center shall at any time contain more than (i) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of apparel and related accessories, and/or (ii) excluding one (1) shoe store containing not more than ten thousand (10,000) square feet of floor area, seven thousand five hundred (7,500) square feet of floor area therein used or occupied for, or devoted to the sale or display of shoes, footwear and related accessories, and/or (iii) fifteen thousand (15,000) square feet of floor

area therein used or occupied for, or devoted to, the sale or display of furnishings for the home including the following categories of items: linens and domestics, window treatments, floor coverings, bathroom items, bedding, furniture, wall decor, housewares, table top goods, glassware, flatware, cookware, kitchen utensils, giftware and/or closet, shelving and storage items and home accessories (all of the foregoing hereinafter referred to as a "Competing Use" and the merchandise referred to therein as the "Protected Merchandise"). The computation of such floor area shall include one half (½) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of the Protected Merchandise. The provisions of this Paragraph 4(B) shall not be applicable to Burlington Coat Factory.

Schedule F-1 Prohibited Uses

No premises in the Shopping Center shall be used for lodging or extended stay purposes.

8. Use Restrictions. No portion of the Shopping Center Property shall be used for any of the following purposes without the prior written approval of the Approving Parties:

- (a) any unlawful use;
- (b) residential use;
- (c) funeral establishment;
- (d) used car lot;
- (e) auction or bankruptcy sale (except those which are lawful and bona fide);
- (f) pawn shop;
- (g) thrift store; provided, however, the foregoing restriction shall not restrict the Phase II Property from being used or occupied as a thrift store (such as "Goodwill" and "Salvation Army") selling high quality used merchandise with at least 25% of such store dedicated to the sale of new, unused items;
- (h) shooting gallery;
- (i) refinery;
- (j) adult bookstore or facility selling, renting or displaying pornographic or adult books, magazines, literature, films, pictures, videotapes, video discs or other adult paraphernalia or merchandise of any kind (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), provided that sale, rental or display of such items as an incidental part of a permitted business (as used above, the term "incidental" means, with respect to any national or regional video store chain or national or regional book store, any sale or rental of such materials and with respect to other tenants, the sale of such materials from not more than ten percent (10%) of the sales area of such business and so as to constitute less than ten percent (10%) of the gross sales of such business) shall be permitted;
- (k) massage parlor, excluding day spas such as Massage Envy;
- (l) tattoo parlor/shop;
- (m) unemployment agency;
- (n) government office open to the public in excess of 4,000 square feet; provided, however, the Phase II Property shall be permitted to have a government office not open to the general public provided it does not contain more than 5,000 square feet of space;
- (o) food stamp center;
- (p) check cashing business (other than a regional or national bank); provided, however, the foregoing restriction shall not affect the Phase II Property;
- (q) any school, training, educational or day care facility, including but not limited to: beauty schools, barber colleges, nursery schools, real estate school including a real estate office that includes a school, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers such as tutoring of any grade/level of school/university for subjects/testing such as Score, Mathnasium, etc.; provided, however, the foregoing restriction shall not prohibit a school or other training facility containing not more than 5,000 square feet of leasable square footage and catering primarily to students or trainees rather than to customers such as tutoring of any grade/level of school/university for subjects/testing such as Score, Mathnasium, etc. located on the Phase II Property;
- (r) office (provided that up to 2,000 square feet of office space shall be permitted in the "Permitted Office Area" identified on the Site Plan); provided, further up to 6,000 square feet of office space shall be permitted on the Phase II Property;
- (s) medical office/clinic; provided, however, the foregoing restriction shall not affect the Phase II Property;
- (t) "park-and-ride" fair;
- (u) amusement park;
- (v) sports bar; provided, however, the foregoing restriction shall not affect the Phase II Property;
- (w) dance hall, billiard, pool hall;

- (x) cocktail lounge or bar (except as incidental to the operation of a restaurant), disco or night club;
- (y) bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
- (z) second-hand store; provided, however, the foregoing restriction shall not prohibit antique shops or stores selling high quality used merchandise such as Play it Again Sports and Game Stop;
- (aa) auction house or flea market;
- (bb) auditorium, meeting hall, church, or other place of public assembly;
- (cc) veterinary services or overnight pet stay facilities (provided the foregoing shall not prohibit the operation of a pet store such as PetSmart or Pet Supermarket that provides veterinary services or overnight pet stays as an incidental part of its retail operation);
- (dd) video game arcade, skating rink;
- (ee) car wash or facility for the sale, display, leasing, servicing, fueling or repair of motor vehicles (except that either one gas station with or without an incidental car wash facility or one first class oil change/lubrication facility may be located on an outparcel on the Phase I Property or anywhere on the Phase II Property).

RAINBOW APPAREL

Exclusive: None

Restrictions: None

FITNESS INTERNATIONAL

Exclusive: Section 1.9. Notwithstanding anything to the contrary in this Lease, so long as Tenant is not in default hereunder beyond any applicable notice and cure period and is operating as a health club and fitness facility in at least 60% of the Premises, Landlord will not allow any other fitness related operation (including, without limitation, health club, aerobics, spinning/cycling, personal training, basketball, boxing, cardiovascular or jazzercise operations) to operate in the Project (and Landlord will not amend the REA to permit such uses in the Project). Notwithstanding the foregoing, Landlord shall be permitted to lease space in the Project for use of any of the following which shall not be deemed to be a health club or fitness facility: (a) tanning salon, (b) weight loss clinic, (c) retail store specializing in sale of athletic apparel and equipment, such as without limitation, Dick's Sporting Goods or Sport's Authority, (d) spa offering massage services, such as without limitation, Massage Envy, (e) physician or chiropractic or other medical office, including without limitation, a physical therapy center or sports medicine specialty, (f) retail store or pharmacy offering the sale of nutritional supplements, such as without limitation, CVS or GNC and (g) children's gymnasium catering to children under the age of 18 years old and offering activities such as gymnastics and ballet. Tenant shall not be deemed to have ceased operating its business if it closes or ceases operations on account of remodeling, repairs or condemnation or in connection with an assignment or sublease of the Premises. The foregoing shall not, however, preclude Landlord from permitting another Project tenant to engage in the retail sale of fitness equipment for off-premises use or the operation of any of the Ancillary Uses.

Restrictions: Section 8.4. Landlord covenants and agrees that the Project shall be constructed, leased, operated, maintained and managed as a first-rate retail center and (except as set forth at the end of this Section 8.4) that no premises (and no portion of any premises) in the Project shall be used or occupied for any of the following: any unlawful use; funeral establishment; used care lot; auction or bankruptcy sale (except those which are lawful and bona fide); pawn shop; thrift store; shooting gallery; refinery; adult bookstore or facility selling, renting or displaying pornographic or adult books, magazines, literature, films, pictures, videotapes, video discs or other adult paraphernalia or merchandise of any kind (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), provided that sale, rental or display of such items as an incidental part of a permitted business (as used above, the term "incidental" means, with respect to any national or regional video store chain or national or regional book store, any sale or rental of such materials and with respect to other tenants, the sale of such materials from not more than ten percent (10%) of the sales area of such business and so as to constitute less than ten percent (10%) of the gross sales of such business) shall be permitted; massage parlor excluding day spa such as Massage Envy; tattoo parlor/shop; unemployment agency; government office open to the public with in excess of 4,000 square feet; food stamp center; check cashing business (other than a regional or national bank); any school, training, educational or day care facility, including but not limited to: beauty schools, barber colleges, nursery schools, real estate school including a real estate office that includes a school, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers such as tutoring of any grade/level of school/university for subjects/testing such as Score, Mathnasium, etc.; office (provided that up to 2,000 square feet of office space shall be permitted in the "Permitted Office" identified on the Site Plan); medical office/clinic; "park and ride" fair; amusement park; sports bar; dance hall; cocktail

lounge or bar (except as incident to a restaurant), disco or night club; bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business; second-hand store; provided, however, the foregoing restriction shall not prohibit antique shops or stores selling high quality used merchandise such as Play it Again Sports and Game Stop; auction house or flea market. Tenant shall not use the Premises or allow the Premises to be used for any of the foregoing prohibited uses. To the extent any portion of the Project is within the control of a third-party (through lease, ground lease or fee-conveyed parcel), Landlord will use its best efforts to cause such third-party to maintain the foregoing quality of the Project. Notwithstanding the foregoing, the Phase II of the Project as identified on the Site Plan may be used or occupied for any of the following: check cashing business, thrift store (such as "Goodwill" and "Salvation Army") selling high quality used merchandise with at least 25% of such store dedicated to the sale of new, unused items; government office not open to the general public with not more than 5,000 square feet of space; a school, training, educational or day care facility, including but not limited to: beauty schools, barber colleges, nursery schools, real estate school including a real estate office that includes a school, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers such as tutoring of any grade/level of school/university for subjects/testing such as Score, Mathnasium, etc.; office; medical office/clinic; and sports bar.

EXHIBIT G

RULES AND REGULATIONS

1. Tenant shall advise and cause its vendors to deliver all merchandise before noon on Mondays through Fridays, not at other times.
2. All deliveries are to be made to designated service or receiving areas and Tenant shall request delivery trucks to approach their service or receiving areas by designated service routes and drives.
3. Tractor-trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be available for use. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers will be permitted in the Shopping Center.
4. Tenant shall not dispose of the following items in sinks or commodes: plastic products (plastic bags, straws, boxes); sanitary napkins; tea bags; cooking fats, cooking oils; any meat scraps or cutting residue; petroleum products (gasoline, naphtha, kerosene, lubricating oils); paint products (thinner, brushes); or any other time which the same are not designed to receive.
5. Tenant shall not permit or suffer any advertising medium to be placed on exterior walls or windows, on the sidewalks or on the parking lot areas or light poles. No permission, expressed or implied, is granted to exhibit or display any banner, pennant, sign and trade or seasonal decoration of any size, style or material within the Shopping Center, outside the Premises.
6. Tenant shall not permit or suffer the use of any advertising medium which can be heard or experienced outside of the Premises, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios, or television. No radio, television, or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the Premises, unless Landlord has previously given its written consent.
7. Tenant shall not permit or suffer any portion of the Premises to be used for lodging or extended stay purposes.
8. Tenant shall not, in or on any part of the Common Area:
 - a. Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.
 - b. Exhibit any sign, placard, banner, notice or other written material, except for activities as approved in writing by Landlord.
 - c. Distribute any circular, booklet, handbill, placard or other material, except for activities as approved in writing by Landlord.
 - d. Solicit membership in any organization, group or association or contribution for any purpose.
 - e. Create a nuisance.
 - f. Throw, discard or deposit any paper, glass or extraneous matter of any kind except in designated receptacles, or create litter or hazards of any kind.
 - g. Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement within the Shopping Center, or the property of customers, business invitees or employees situated within the Shopping Center.
9. Tenant shall not locate furnishings or cabinets adjacent to mechanical or electrical access Panels or over air-conditioning outlets so as to prevent operating personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for Landlord's access will be at Tenant's cost. The lighting and air-conditioning equipment of the Shopping Center will remain in the exclusive control of the building designated personnel.
10. Tenant shall comply with parking rules and regulations as may be posted and/or distribution from time to time.
11. Prior written approval, which shall be at Landlord's sole discretion, must be obtained for installation of window shades, blinds, drapes or any other window treatment of any kind whatsoever.
12. Tenant shall keep the Premises at a temperature compatible with comfortable occupancy during business

hours and at all times sufficiently high to prevent freezing of water in pipes and fixtures.

13. Tenant shall keep the signs, exterior lights and display window lights of the Premises lighted each and every day of the Term during the hours designated by Landlord.
14. No animals shall be brought into or kept in or about the Shopping Center other than as handicap aids.

EXHIBIT H

SAMPLE CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Required	
PRODUCER				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED ABC Tenant Inland Shopping Center Anywhere, America 12345				INSURERS AFFORDING COVERAGE		NAIC #	
				INSURER A: ABC Insurer			
				INSURER B: XYZ Insurer			
				INSURER C: DEF Insurer			
				INSURER D:			
				INSURER E:			
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED UNDER THE FOLLOWING CONDITIONS: ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OF ANY POLICY, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY OTHER COVERAGE.							
INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		☒ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Includes coverage for plate glass GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PRO: ☒ LOC	Required	current policy period		EACH OCCURRENCE \$ DAMAGE TO RENTALS \$ PREMISES (EA occurrence) \$ MED EXP (Any agg person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AGG \$	
B		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE \$ ☐ RETENTION \$	Required	current policy period		EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Required	current policy period		☒ WS STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$	
OTHER Dram Shop (when applicable)							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							
Property Management Company and Owner are endorsed as additional insured on liability policies.							
The certificate must name the owning entity and the management firm as additional insureds in this box. Additionally, if required by lease, the following information must be added: "Such Insurance is primary and non-contributory with any other insurance available to the owner and property manager." The property and address must be identified.							
CERTIFICATE							

EXHIBIT I

LANDLORD'S INITIAL LEASING COSTS

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: 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

DATE: May 25, 2021

SUBJECT: 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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
American Rescue Plan Agreement	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 5/25/2021		
Requesting Department		Council District(s) Affected
City Manager's Office		Citywide
Requested Action 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.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Staff recommends Council approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The City has received notification of its allocation from the American Rescue Plan in the amount of \$11,352,517. In order for the City to receive the allocation, an application process must be completed in the U.S. Treasurer's Departments portal. Additionally, the City is required to sign an agreement with the U.S. Treasury to complete the application process and to receive the funding.		
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

Georgia	Marietta	\$11,180,581.00
Georgia	Rome	\$11,546,686.00
Georgia	Roswell	\$11,374,757.00
Georgia	Sandy Springs City	\$13,868,305.00
Georgia	Savannah	\$55,591,247.00
Georgia	Smyrna City	\$7,995,546.00
Georgia	South Fulton	\$11,352,517.00
Georgia	Stonecrest city	\$9,730,045.00
Georgia	Valdosta	\$16,254,692.00
Georgia	Warner Robins	\$15,026,496.00
Hawaii	Honolulu	\$196,954,703.00
Idaho	Boise	\$36,904,682.00
Idaho	Caldwell City	\$12,481,887.00
Idaho	Coeur D'Alene	\$8,659,329.00
Idaho	Idaho Falls	\$10,570,717.00
Idaho	Lewiston	\$5,709,318.00
Idaho	Meridian	\$12,845,509.00
Idaho	Nampa	\$17,511,452.00
Idaho	Pocatello	\$10,700,496.00
Idaho	Twin Falls	\$8,465,111.00
Illinois	Alton City	\$21,639,201.00
Illinois	Arlington Heights	\$6,772,596.00
Illinois	Aurora	\$35,221,280.00
Illinois	Belleville	\$15,792,501.00
Illinois	Berwyn	\$31,943,759.00
Illinois	Bloomington	\$13,386,924.00
Illinois	Bolingbrook	\$9,140,140.00
Illinois	Carbondale city	\$7,858,667.00
Illinois	Champaign	\$25,277,693.00
Illinois	Chicago	\$1,886,591,388.00
Illinois	Chicago Heights	\$13,654,940.00
Illinois	Cicero	\$42,882,464.00
Illinois	Danville	\$24,704,857.00
Illinois	Decatur	\$33,822,135.00
Illinois	Dekalb	\$10,422,954.00
Illinois	Des Plaines	\$7,787,945.00
Illinois	Downers Grove	\$4,916,120.00
Illinois	East St Louis	\$36,379,844.00
Illinois	Elgin	\$19,501,332.00
Illinois	Evanston	\$43,173,654.00
Illinois	Granite City	\$16,872,443.00
Illinois	Hoffman Estates	\$5,634,310.00
Illinois	Joliet	\$22,207,675.00

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of South Fulton INC 5440 Fulton Industrial Blvd, SW Atlanta, Georgia, 30336	DUNS Number: 081057307 Taxpayer Identification Number: 821374843 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative: William "Bill" Edwards

Title: Mayor

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
 - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of South Fulton INC

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval to remove the Special Events Moratorium consistent with the Governor's Executive Order issued on April 30, 2021

DATE: May 25, 2021

SUBJECT: Request Council Approval to remove the Special Events Moratorium consistent with the Governor's Executive Order issued on April 30, 2021

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Agenda Summary Sheet (Special Events Moratorium)	Cover Memo	5/20/2021
Governor Kemp's April 30, 2021 Executive Order (Covid 19)	Cover Memo	5/20/2021
RES2020-046_Resolution Establishing Moratorium on Special Event Permits	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Council District(s) Affected
Requesting Department		
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



THE STATE OF GEORGIA

EXECUTIVE ORDER

BY THE GOVERNOR:

EMPOWERING A HEALTHY GEORGIA

- WHEREAS:** On March 14, 2020, due to the impact of COVID-19 on the State of Georgia, I issued Executive Order No. 03.14.20.01, declaring a Public Health State of Emergency in Georgia; and
- WHEREAS:** On March 14, 2020, I issued a Proclamation convening the General Assembly of Georgia in special session on Monday 16, 2020 at 8:00 A.M. for the express purpose of concurring with or terminating the Public Health State of Emergency in accordance with Code Section 38-3-51(a); and
- WHEREAS:** The Georgia General Assembly met in special session and concurred with Executive Order 03.14.20.01 by joint resolution on March 16, 2020, thereby affirming the existence of a Public Health State of Emergency and vesting me with the emergency powers enumerated in Code Section 38-3-50 *et seq.*; and
- WHEREAS:** Georgia law does not require that the General Assembly concur with every rule, regulation, or order the Governor issues in response to a Public Health State of Emergency; the law requires only that the General Assembly concur with the initial existence of such a state of emergency, and the Governor is thereafter charged with ongoing management of a state of emergency; and
- WHEREAS:** On April 8, 2020, I renewed the Public Health State of Emergency until May 13, 2020 by issuing Executive Order 04.08.20.02; and
- WHEREAS:** On April 30, 2020, I renewed the Public Health State of Emergency until June 12, 2020 by issuing Executive Order 04.30.20.01; and
- WHEREAS:** On May 28, 2020, I renewed the Public Health State of Emergency until July 12, 2020 by issuing Executive Order 05.28.20.01; and

WHEREAS: On June 29, 2020, I renewed the Public Health State of Emergency until August 11, 2020 by issuing Executive Order 06.29.20.01; and

WHEREAS: On July 31, 2020, I renewed the Public Health State of Emergency until September 10, 2020 by issuing Executive Order 07.31.20.01; and

WHEREAS: On August 31, 2020, I renewed the Public Health State of Emergency until October 10, 2020 by issuing Executive Order 08.31.20.01; and

WHEREAS: On September 30, 2020, I renewed the Public Health State of Emergency until November 9, 2020 by issuing Executive Order 09.30.20.01; and

WHEREAS: On October 30, 2020, I renewed the Public Health State of Emergency until December 9, 2020 by issuing Executive Order 10.30.20.01; and

WHEREAS: On November 30, 2020, I renewed the Public Health State of Emergency until January 8, 2021 by issuing Executive Order 11.30.20.01; and

WHEREAS: On December 30, 2020, I renewed the Public Health State of Emergency until February 7, 2021 by issuing Executive Order 12.30.20.01; and

WHEREAS: On January 29, 2021, I renewed the Public Health State of Emergency until March 7, 2021 by issuing Executive Order 01.29.21.01; and

WHEREAS: On February 26, 2021, I renewed the Public Health State of Emergency until April 6, 2021 by issuing Executive Order 02.26.21.01; and

WHEREAS: On March 31, 2021, I renewed the Public Health State of Emergency until April 30, 2021 by issuing Executive Order 03.31.21.01; and

WHEREAS: On April 23, 2021, I renewed the Public Health State of Emergency until May 30, 2021 by issuing Executive Order 04.23.21.01; and

WHEREAS: The Governor is vested with the emergency powers cited herein as the Chief Executive of this State; and

WHEREAS: The Georgia Constitution, Art. III, § VI, Para. IV provides that no local or special law can contravene a statewide law of general applicability; and

- WHEREAS:** Code Section 38-3-28 provides that “[a]ll orders, rules, and regulations promulgated by the Governor” have the force and effect of law; and
- WHEREAS:** As Chief Executive, the Governor is tasked with protecting the citizens of this State, including during a state of emergency; and
- WHEREAS:** The General Assembly has entrusted the authority to declare a state of emergency to the Governor and vested him with the sole power to direct and manage the statewide response to any such emergency, as Code Section 45-12-30 provides that, “[w]hen, in his opinion, the facts warrant, the Governor shall, by proclamation, declare that, because of unlawful assemblage, violence, overt threats of violence, or otherwise, a danger exists to the person or property of any citizen or citizens of the state and that the peace and tranquility of the state or of any area or political subdivision thereof is threatened, and because thereof an emergency, with reference to said threats and danger, exists. In all such cases, when the Governor shall issue his proclamation he shall be and is further authorized, in coping with said threats and danger, to order and direct any person, corporation, association, or group of persons to do any act which would, in his opinion, prevent danger to life, limb, or property or prevent a breach of the peace; or he may order such person, corporation, association, or group of persons to refrain from doing any act or thing which would, in his opinion, endanger life, limb, or property or cause, or tend to cause, a breach of the peace, or endanger the peace and good order of society; and he shall have full power to enforce such order or proclamation by appropriate means”; and
- WHEREAS:** Code Section 38-3-51(c)(1) vests the Governor with the power to enforce all laws, rules, and regulations relating to emergency management and to assume direct operational control of all civil forces and helpers in the state; and
- WHEREAS:** Code Section 38-3-51(c)(4) vests the Governor with the power to perform and exercise such other functions, powers, and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population; and
- WHEREAS:** Code Section 38-3-51(d)(1) vests the Governor with the power to suspend any regulatory statute prescribing the procedures for conduct of state business, or the orders, rules, or regulations of any state agency if strict compliance with any statute, order, rule, or regulation would in any way prevent, hinder, or delay necessary action in coping with the emergency or disaster; and

- WHEREAS:** The Georgia Constitution, Art. IX, § 2, Para. III(c) grants the General Assembly the ability to regulate, restrict, or limit the powers of local governments by general law; and
- WHEREAS:** To ensure the public's safety and prevent confusion, it is necessary for the State's departments, agencies, and political subdivisions to provide a coordinated response to support the Governor's emergency management rules, regulations, and orders; and
- WHEREAS:** Code Section 38-3-51(d)(2) vests the Governor with the power to utilize all available resources of the state government and of each political subdivision of the state as reasonably necessary to cope with the emergency or disaster, therefore providing the Governor with emergency authority over all resources of every local government of the State; and
- WHEREAS:** Code Section 38-3-51(d)(3) establishes the Governor's emergency authority over the operation of state departments and agencies by vesting the Governor with the power to transfer the direction, personnel, or functions of state departments and agencies or units thereof for the purpose of performing or facilitating emergency services; and
- WHEREAS:** To ensure the Governor is equipped with all resources necessary to respond to a public health state of emergency, the General Assembly has vested him with the option to delegate expanded powers to the Department of Public Health in such an event as Code Section 38-3-51(i) provides that the Governor **may** direct the Department of Public Health to coordinate all matters pertaining to the response of the state to a public health emergency; and
- WHEREAS:** Pursuant to Code Section 38-3-51(i), in Executive Order 03.14.20.01, I instructed the Department of Public Health to coordinate with the Georgia Emergency Management and Homeland Security Agency to take any action necessary to protect the public's health, including, without limitation:
- (1) Planning and executing public health emergency assessments, mitigation, preparedness response, and recovery for the state;
 - (2) Coordinating public health emergency responses between state and local authorities;
 - (3) Establishing protocols to control the spread of COVID-19;
 - (4) Coordinating recovery operations and mitigation initiatives;
 - (5) Collaborating with appropriate federal government authorities, elected officials of other states, private organizations, or private sector companies;
 - (6) Organizing public information activities regarding the state's public health emergency response operations, including

educating the public on prevention of the spread of COVID-19 based on Centers for Disease Control and Prevention's guidelines and the best scientific evidence available;

- (7) Providing special identification for public health personnel involved in this Public Health State of Emergency;
- (8) For all persons meeting the Centers for Disease Control and Prevention's definition of a Person Under Investigation ("PUI"), implementing a program of active monitoring, which may include a risk assessment within twenty-four (24) hours of learning that the person meets the PUI criteria and twice-daily temperature checks for a period of at least fourteen (14) days or until the PUI tests negative for COVID-19; and
- (9) Implementing quarantine, isolation, and other necessary public health interventions consistent with Code Sections 31-12-4 and 38-3-51(i)(2) or as otherwise authorized by law.

WHEREAS: Notwithstanding said broad instructions, the authority delegated to the Department of Public Health is subject to the limitations of Code Section 38-3-28(a), and such delegation did not lessen or relinquish the Governor's superior emergency management powers; and

WHEREAS: Georgia law grants the Department of Public Health other duties and authority for general and emergency disease prevention and control; and

WHEREAS: Code Sections 31-2A-4 and 31-12-4 vests the Department of Public Health with the power to segregate and isolate certain individuals with certain communicable diseases or conditions when said individuals' exposure to the general population is likely to endanger the health of others; and

WHEREAS: To ensure advance preparation for a public health emergency, the Georgia legislature has provided in Code Section 31-12-3(a) that the Department of Public Health may require vaccinations or other measures to prevent the conveyance of infectious matter from infected persons to other persons as may be necessary and appropriate, although this Code Section does not vest sole power in the Department to do so and the rules and regulations promulgated by the Department to provide for the implementation of such measures during a public health state of emergency must be adopted pursuant to Chapter 13 of Title 50, the "Georgia Administrative Procedure Act,"; and

WHEREAS: Code Section 38-12-2.1 provides that in the event of a public health emergency, the Department of Public Health shall carry out certain investigatory duties relating to the identification of the illness or health condition, the source thereof, and infected or potentially

infected persons, and shall promulgate rules and regulations appropriate for management of any declared public health emergency; and

WHEREAS: The Department of Public Health is also authorized to adopt and implement emergency rules and regulations pursuant to the provisions of subsection (b) of Code Section 50-13-4; however, all such rules, regulations, and emergency rules and regulations remain subject to the provisions of Code Section 38-3-51(i); and

WHEREAS: The various public health emergency related powers designated to the Department of Public Health are not mutually exclusive, and pursuant to Code Section 38-3-51, are subject to the Governor's own emergency management orders; and

WHEREAS: In addition to the limitations on agency authority during a state of emergency set forth in Code Section 38-3-51, Code Section 38-3-28(a) prohibits political subdivisions of the state from making, amending, or rescinding any orders, rules, and regulations as may be necessary for emergency management that are inconsistent with any orders, rules, or regulations promulgated by the Governor; and

WHEREAS: Local rules, ordinances, orders, or mandates that provide for any action more or less permissive than the recommendations and requirements of this Order will result in an incompatible outcome for the uniform response to COVID-19, therefore constituting inconsistency as Black's Law Dictionary defines "inconsistent" as lacking agreement among parts or otherwise not compatible with another fact or claim; and

WHEREAS: In accordance with Georgia law, the Governor has ultimate authority over the State's emergency management procedures because, while other agencies and political subdivisions of the State may be directed or authorized to develop and implement emergency management plans, rules, regulations, and emergency rules and regulations, Code Section 38-3-28(a) clearly provides that no such rule, regulation, or order may be inconsistent with the Governor's own emergency management directives; and

WHEREAS: The State of Georgia implemented a COVID-19 vaccine distribution program in December of 2020;

WHEREAS: The vaccine distribution program has been successful in vaccinating a significant percentage of Georgia's healthcare workers, elderly population, first responders, educators, medically fragile population, and other hardworking Georgians;

WHEREAS: As a result of the state's successful vaccine distribution program, ample supply of COVID-19 tests and Personal Protective Equipment, improved treatment methods for COVID-19 patients, and Georgia residents' efforts to minimize the spread of COVID-19 through social distancing, wearing face coverings, and hand sanitization, COVID-19 hospitalizations and the rate of new COVID-19 cases have steadily declined;

WHEREAS: In consultation with public health and emergency preparedness officials, I have determined that the following actions are necessary and appropriate to protect the strength of Georgia's economy and provide for the health, safety, and welfare of Georgia's residents and visitors as they resume conducting normal activities with reduced COVID-19 related restrictions.

NOW, THEREFORE, PURSUANT TO THE AFOREMENTIONED GEORGIA LAW, CODE SECTION 38-3-51, AND THE AUTHORITY VESTED IN ME AS THE GOVERNOR OF THE STATE OF GEORGIA, IT IS HEREBY

I. GENERAL PROVISIONS

ORDERED: That unless otherwise noted, the provisions contained in this Order shall be effective from May 1, 2021 at 12:00 A.M. until May 30, 2021 at 11:59 P.M.

IT IS FURTHER

ORDERED: That all residents and visitors of the State of Georgia are strongly encouraged to practice Social Distancing as defined herein.

IT IS FURTHER

ORDERED: That all residents and visitors of the State of Georgia are strongly encouraged to wear face coverings as practicable while outside their homes or place of residence, except when eating, drinking, or exercising outdoors.

IT IS FURTHER

ORDERED: All residents and visitors of the State of Georgia are strongly encouraged to practice sanitation in accordance with the guidelines published by the Centers for Disease Control and Prevention.

II. DEFINITIONS

IT IS FURTHER

ORDERED:

That the following definitions shall apply to this Order:

1. “Bar” shall mean any Organization which possesses a license to operate as a bar or otherwise meets the definition of “bar” as defined by Code Section 3-1-2(2.1).
2. “Convention” shall mean an organized event of more than 100 persons that are required to register or obtain a license to gather for a common purpose at a single indoor facility or grouping of indoor facilities for more than four hours and in some cases for more than one day. Such definition shall include exhibitions, trade shows, conferences, and business retreats. Conventions shall not include any regular operation of a business that occurs on property owned or leased for the exclusive operation of such business. Conventions shall not include regular religious services, business meetings, sports competitions, or events categorized by Code Section 16-11-173(b)(1)(A).
3. “Fully Vaccinated” shall mean for any person that two (2) or more weeks have passed since said person’s receipt of one does of a single-dose COVID-19 vaccine or receipt of the second dose in a two-dose COVID-19 vaccine series.
4. “Live Performance Venue” shall mean any indoor or outdoor location that requires patrons to purchase a license to attend an event featuring live musical, dramatical, automotive, educational, or any other type of entertainment performed before in-person patrons. This definition shall not include Restaurants, school, university, college, or technical college classrooms or lecture halls, banquet facilities, private event facilities, private reception venues, weddings, drive-in venues or events, events held as part of a Convention, graduation ceremonies, or indoor or outdoor recreational fields used for amateur sporting events.
5. “Local Option Face Covering Requirement” shall mean a requirement imposed by a municipal, county, or other government entity that individuals wear face masks or face coverings when not able to maintain Social Distancing from non-cohabitating persons that is permitted by the terms of this Executive Order.
6. “Long-Term Care Facility” shall include all:
 - A. “Intermediate care facilities,” “personal care homes,” and “skilled nursing facilities” as defined by Code Section 31-6-2;
 - B. “Nursing homes” as defined by Ga. Comp. R. & Regs. r. 111-8-56-.01(a);

- C. "Inpatient hospice" as defined by Code Section 31-7-172 and licensed pursuant to Code Section 31-7-173;
 - D. "Assisted living communities" and all facilities providing "assisted living care" pursuant to Code Section 31-7-12.2;
 - E. "Community living arrangements" as classified by the Department of Community Health pursuant to Code Section 31-2-4(d)(8); and
 - F. "Community integration homes" operated by the Georgia Department of Behavioral Health and Developmental Disabilities.
7. "Organization" shall mean any business, establishment, corporation, non-profit corporation, organization, convention, event, or other entity.
 8. "Personal Protective Equipment" shall mean surgical masks, N95 masks, respirators, other face masks, protective gloves, protective clothing, protective garments, and shoe coverings.
 9. "Post-Exposure Quarantine Protocol" shall mean that, in accordance with Centers for Disease Control and Prevention and Georgia Department of Public Health guidelines, any person who has had close contact (six (6) feet or closer for a cumulative total of fifteen (15) minutes or more) with a person that has or is suspected to have COVID-19 within the past fourteen (14) days is required to either:
 - A. Quarantine at their home or place of residence for fourteen (14) days from the date of most recent exposure;
 - B. Quarantine at their home or place of residence for at least ten (10) days from the date of most recent exposure, then practice extreme diligence in monitoring for Symptoms of COVID-19, wearing a face covering, and social distancing until fourteen (14) days have passed since the date of most recent exposure;
 - C. Quarantine at their home or place of residence for at least seven (7) days from the date of most recent exposure if a COVID-19 test was taken no earlier than day five (5) of quarantine and a negative result is received, then practice extreme diligence in monitoring for Symptoms of COVID-19, wearing a face covering, and social distancing until fourteen (14) days have passed since the date of most recent exposure; or
 - D. If the exposed person has:
 - i. Been Fully Vaccinated; or
 - ii. Recovered from illness due to laboratory confirmed COVID-19 infection, has already met criteria to end isolation, and is within ninety (90) days following the onset of symptoms of the initial laboratory confirmed COVID-19 infection or ninety (90) days

of the first positive COVID-19 test result if they were asymptomatic during the initial infection;

the person shall not be required to quarantine but shall actively monitor for Symptoms of COVID-19.

If at any time during the Post-Exposure Quarantine Protocol time period a person experiences Symptoms of COVID-19, that person shall seek a COVID-19 test, isolate until test results are received, and proceed in accordance with the test results and Centers for Disease Control and Prevention and Georgia Department of Public Health guidelines.

10. "Restaurant" shall mean any entity defined as a "food service establishment" pursuant to Code Section 26-2-370(2).
11. "Social Distancing" shall mean keeping space between yourself and other people outside of your home or place of residence. Persons practicing Social Distancing should stay at least six (6) feet from other people, avoid assembling in groups, avoid crowded places, and avoid large crowds. This provision shall not apply to cohabitating persons, family units, or roommates residing together in private homes, whether inside or outside of their homes or place of residence.
12. "Symptoms of COVID-19" shall mean symptoms identified by the Centers for Disease Control and Prevention as symptoms of COVID-19 and shall include at least the following: fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; and diarrhea.
13. "Threshold Requirement" shall mean the prevalence in a county of confirmed cases of COVID-19 over the previous fourteen (14) days is equal to or greater than one hundred (100) cases per one hundred thousand (100,000) people according to the Georgia Department of Public Health.
14. "Worker" shall include employees, independent contractors, agents, volunteers, or other representatives of an Organization.

III. RESTAURANTS & BARS

IT IS FURTHER

ORDERED:

That all Restaurants and Bars, as well as all banquet facilities, private event facilities, and private reception venues where food is served, that operate during the effective dates of this Order ***shall*** implement measures which mitigate the exposure and spread of COVID-19 among its patrons and workforce. Such measures ***shall*** include the following:

1. Screen and evaluate Workers who exhibit Symptoms of COVID-19;
2. Require Workers who exhibit Symptoms of COVID-19 to not report to work or to seek medical attention;
3. Maintain a regular cleaning schedule for the entire facility and frequently clean and sanitize high contact areas that are touched often by Workers and/or patrons including, but not limited to, bar tops, table condiments, digital ordering devices, check presenters, self-service areas, reusable menus, tabletops, and playgrounds;
4. Posting signage at the entrances to the facility stating that individuals who have been diagnosed with COVID-19, have Symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days and have not completed the Post-Exposure Quarantine Protocol shall not enter the facility;
5. Where practicable, physical barriers such as partitions or Plexiglas at registers should be used;
6. Use technological solutions where possible to reduce person-to-person interaction: mobile ordering, mobile access to menus, text on arrival for seating, and contactless payment options; and
7. Ensure ventilation systems operate properly and increase circulation and purification of air within facilities as practicable.

IT IS FURTHER

ORDERED: That none of the provisions of Section III of this Order, titled “Restaurants & Bars,” shall apply to the operation of dine-in services in hospitals, health care facilities, nursing homes, or other long-term care facilities, but such facilities should implement measures to prevent the spread of COVID-19 if possible.

IT IS FURTHER

ORDERED: In the event that any Organization subject to the requirements of this Section III, titled “Restaurants & Bars,” shall also qualify as any other type of Organization or event for which specific operating requirements are set forth in Section IV, titled “Industry, Commerce, & Organizations,” or Section VIII, titled “Sports & Live Performance Venues,” the Organization shall adhere to the requirements of Section III and the requirements for all other types of Organizations and events for which it qualifies. In the event that any of said requirements conflict, the requirements of Section III shall control.

IV. INDUSTRY, COMMERCE, & ORGANIZATIONS

IT IS FURTHER

ORDERED:

That all Organizations that continue in-person operations during the effective dates of this Order ***shall*** implement measures which mitigate the exposure and spread of COVID-19 among its workforce. Such measures ***may*** include the following:

1. Any measures that have been proven effective to control the spread of COVID-19;
2. Screening and evaluating Workers who exhibit Symptoms of COVID-19;
3. Requiring Workers who exhibit Symptoms of COVID-19 to not report to work or to seek medical attention;
4. Posting signage at the entrances to the facility stating that individuals who have been diagnosed with COVID-19, have Symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days and have not completed the Post-Exposure Quarantine Protocol shall not enter the facility;
5. Enhancing sanitation as appropriate;
6. Disinfecting frequently touched surfaces regularly, including, but not limited to, PIN entry devices, signature pads, and other point of sale equipment, door handles, and light switches;
7. Increasing space between Workers' worksites to maintain Social Distancing;
8. Permitting Workers to take breaks and meals outside, in their office or personal workspace, or in such other areas where proper Social Distancing is attainable;
9. If the Organization engages volunteers or has members of the public participate in activities, prohibiting volunteering or participation in activities for persons diagnosed with COVID-19, having exhibited Symptoms of COVID-19, or having had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days and having not yet completed the Post-Exposure Quarantine Protocol;
10. Ensuring ventilation systems operate properly and increasing circulation and purification of air within facilities as practicable;
11. If the Organization provides childcare services, complying with the regulations for "Childcare Facilities" included in Section VI of this Order titled "Education & Children;" and
12. Any food service areas within an Organization's facility must adhere to the guidelines set forth in Section III of this Order, titled "Restaurants & Bars."

IT IS FURTHER

ORDERED: That in addition to the applicable requirements above for all Organizations, Conventions operating during the effective dates of this Order **shall** implement additional measures to prevent the spread of COVID-19. Such measures **shall** include:

1. Requiring that all individuals exhibiting or experiencing Symptoms of COVID-19 at any time while at a Convention be isolated and leave the facility as soon as practicable;
2. Providing training to Workers on how to identify Symptoms of COVID-19 in any individuals present, the proper processes for assisting a potentially ill individual with exiting the facility, and the appropriate infection mitigation procedures to perform in such an event;
3. Providing an isolation area or areas for individuals experiencing Symptoms of COVID-19 that are unable to immediately leave the Convention;
4. To the extent practicable, utilizing contactless parking systems, registration, check-in, check-out, security checks, coat/bag checks, and/or sales; and
5. To the extent practicable, utilizing physical barriers such as partitions or Plexiglas at registration and check-in stations, refreshment stations, and points of sale.

V. HEALTHCARE

IT IS FURTHER

ORDERED: That Long-Term Care Facilities' visitation policies shall comply with the Georgia Department of Public Health's Long-Term Care Facility Administrative Order. This provision shall be strictly enforced upon Long-Term Care Facilities.

IT IS FURTHER

ORDERED: That any person, service, or entity delivering healthcare during the effective dates of this Order shall adhere to the guidelines for all Organizations listed in Section IV, titled "Industry, Commerce, & Organizations," in addition to the guidelines listed in this Section.

IT IS FURTHER

ORDERED: That in addition to the applicable requirements for all Organizations set forth in Section IV, titled "Industry, Commerce, & Organizations," above, Long-Term Care Facilities **shall** implement additional measures and protocols to prevent the spread of COVID-

19 and shall adhere to Centers for Disease Control and Prevention, Centers for Medicare & Medicaid Services, and Georgia Department of Public Health guidance.

IT IS FURTHER

ORDERED: That the Georgia Department of Public Health is authorized to issue directives under this Order to monitor, treat, prevent, reduce the spread of, and suppress COVID-19 in Long-Term Care Facilities throughout Georgia. These directives shall be coordinated among the Georgia Department of Public Health, Georgia National Guard, and the Georgia Department of Community Health.

IT IS FURTHER

ORDERED: That compliance with Georgia Department of Public Health, Georgia Department of Community Health, and Georgia National Guard directives and guidance shall be mandatory for all Long-Term Care Facilities.

IT IS FURTHER

ORDERED: That pursuant to Code Section 38-3-51(d)(4.1), in the event of noncompliance by a Long-Term Care Facility with this Order or a directive issued subject to this Order, the Georgia Department of Public Health may, after taking reasonable steps to provide notice and an opportunity to comply, assume management and supervision of the Facility.

IT IS FURTHER

ORDERED: That the Adjutant General of the Georgia National Guard and the Commissioner of the Department of Public Safety shall provide available resources as requested to assist the Georgia Department of Public Health in the enforcement of all applicable provisions of this Order.

IT IS FURTHER

ORDERED: That nothing in this Order shall prohibit community ombudsmen as defined in Code Section 31-8-132(2) or the state ombudsman as defined in Code Section 31-8-132(8) from having access to or performing inspections of Long-Term Care Facilities pursuant to Code Section 31-8-55.

IT IS FURTHER

ORDERED:

That nothing in this Order shall prohibit individuals providing support coordination services through funding from the Georgia Department of Behavioral Health and Developmental Disabilities pursuant to Code Sections 37-5-1 *et seq.* from having access to or conducting health and safety visits within Long-Term Care Facilities.

IT IS FURTHER

ORDERED:

That, pursuant to U.S. Department of Health and Human Services guidance, any requirement of the laws or regulations of this state, including but not limited to Code Section 43-34-26.1, which limits the types of vaccines pharmacists or nurses may administer is hereby suspended to the extent necessary to allow pharmacists and nurses to administer a COVID-19 vaccination, with or without a vaccine protocol agreement. Such administration shall be in accordance with the Advisory Committee on Immunization Practices (ACIP) guidelines. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

IT IS FURTHER

ORDERED:

That any requirement of the laws or regulations of this state, including but not limited to Code Section 43-34-26.1, which requires vaccine recipients to remain under the observation of the administering pharmacist or nurse for a period of not less than 15 minutes immediately subsequent to the administration of the vaccine is hereby suspended to the extent necessary to allow any pharmacist or nurse to observe COVID-19 vaccine recipients for a period of not less than 15 minutes immediately subsequent to the administration of a COVID-19 vaccine. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

IT IS FURTHER

ORDERED:

That any provision of the laws or regulations of this state, including but not limited to Code Section 43-34-26.1, which prohibits a pharmacist or nurse from administering a vaccine to a patient while the patient remains in his or her vehicle is hereby suspended to the extent necessary to allow a pharmacist or nurse to administer a COVID-19 vaccine to a patient while the patient remains in his or her vehicle. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

IT IS FURTHER

ORDERED:

That any provision of the laws or regulations of this state, including but not limited to Code Section 26-4-82(e) and Ga. Comp R. & Regs. R. 480-15-.03(f), which limits the number of pharmacy interns, as defined by Code Section 26-4-5(19), that a pharmacist may be assisted by and directly supervise is hereby suspended to the extent necessary to allow a pharmacist to be assisted by and directly supervise more than one (1) pharmacy intern at a time for the limited purpose of supporting COVID-19 vaccination efforts. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

IT IS FURTHER

ORDERED:

That any provision of the laws or regulations of this state, including but not limited to Code Sections 43-11-1 and 43-11-17, which prohibits licensed dentists, as defined by Code Section 43-11-1(10), from administering vaccinations is hereby suspended to the extent necessary to allow licensed dentists to administer a COVID-19 vaccination for the limited purpose of providing COVID-19 vaccine administration in partnership with the Georgia Department of Public Health. Any such vaccine administration shall be in accordance with the Georgia Department of Public Health guidelines. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in

Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

VI. EDUCATION & CHILDREN

IT IS FURTHER

ORDERED: That the State Board of Education shall provide rules, regulations, and guidance for the operation of public elementary and secondary schools for local boards of education relying on Code Section 20-2-168(c)(2) to depart from a strict interpretation of the definition of “school year,” “school month,” or “school day.” Such rules, regulations, and guidance promulgated by the State Board of Education shall adhere to, and shall not conflict with, guidance issued by the Georgia State Health Officer, the Georgia Department of Public Health, and the American Academy of Pediatrics.

IT IS FURTHER

ORDERED: That nothing in this Order shall prevent any school, technical school, college, or university from requiring faculty and Workers to attend meetings or other necessary activities at a school or facility for the purpose of supporting distance learning, research, administration, maintenance, or preparation for the 2020-2021 school year.

IT IS FURTHER

ORDERED: That in addition to the requirements for all Organizations set forth in Section IV, titled “Industry, Commerce, & Organizations,” above, schools and school districts ***shall*** implement additional measures to prevent the spread of COVID-19 among Workers and students while present on school campuses in accordance with Georgia Department of Public Health and the Centers for Disease Control and Prevention guidance.

IT IS FURTHER

ORDERED: That any requirement of the laws or regulations of this state, including but not limited to Code Section 20-3-519(27), that graduates of eligible high schools, as defined by Code Section 20-3-519(6), receive a qualifying standardized college admission test score prior to high school graduation in order to qualify as a Zell Miller Scholarship Student is hereby suspended for all such students that

have graduated or will graduate high school in the year 2020 or between January 1, 2021 and June 30, 2021. The Georgia Student Finance Commission shall be authorized to: (a) extend the deadline by which said students must submit a qualifying standardized college admission test score for purposes of Zell Miller Scholarship eligibility to June 30, 2021 for 2020 graduates and to June 30, 2022 for students that graduate between January 1, 2021 and June 30, 2021; (b) to establish rules and procedures for retroactively awarding Zell Miller Scholarships to those students who submit a qualifying standardized college admission test score in accordance with the extended deadline provided that they met any applicable Zell Miller Scholarship checkpoint requirements; and (c) to establish rules and procedures whereunder HOPE scholarship funds issued to incoming freshman students that later qualify for the Zell Miller Scholarship in accordance with the extended deadline provided for herein shall be returned.

IT IS FURTHER

ORDERED:

That any requirement of the laws or regulations of this state, including but not limited to Code Section 20-3-519(27), that graduates of ineligible high schools, meaning ones that do not meet the definition of Code Section 20-3-519(6), or graduates of home study programs meeting the requirements of Code Section 20-2-690(c) must receive a qualifying standardized college admission test score prior to high school graduation or home study completion in order to qualify as Zell Miller Scholarship Students is hereby suspended for all such students that graduate or complete home study between March 14, 2020 and June 30, 2021. The Georgia Student Finance Commission shall be authorized to: (a) extend the deadline by which said students must submit a qualifying standardized college admission test score for purposes of Zell Miller Scholarship eligibility to June 30, 2021 for those students that graduate or complete home study between March 14, 2020 and December 31, 2020 and to June 30, 2022 for such students that graduate or complete home study between January 1, 2021 and June 30, 2021; and (b) to establish rules and procedures for retroactively awarding Zell Miller Scholarships to those students who submit a qualifying standardized college admission test score in accordance with the extended deadline provided that they met any applicable Zell Miller Scholarship checkpoint requirements.

IT IS FURTHER

ORDERED:

That any requirement of the laws or regulations of this state, including but not limited to Code Section 20-3-519.2, that graduates of ineligible high schools, meaning those that do not meet the

definition of Code Section 20-3-519(6), students that completed home study programs meeting the requirements of Code Section 20-2-690(c), or recipients of general education development (GED) diplomas receive a score in the seventy-fifth percentile or higher nationally on a standardized college admission test prior to graduation, home study completion, or earning the GED in order to qualify for a HOPE Scholarship is hereby suspended for all such students that graduate, complete home study, or earn a GED between March 14, 2020 and June 30, 2021. The Georgia Student Finance Commission shall be authorized to: (a) extend the deadline by which said students must submit a qualifying standardized college admission test score for purposes of HOPE Scholarship eligibility to June 30, 2021 for those students that graduate, complete home study, or earn a GED between March 14, 2020 and December 31, 2020 and to June 30, 2022 for such students that graduate, complete home study, or earn a GED between January 1, 2021 and June 30, 2021; and (b) to establish rules and procedures for retroactively awarding HOPE Scholarships to those students who submit a qualifying standardized college admission test score in accordance with the extended deadline provided that they met any applicable HOPE Scholarship checkpoint requirements.

IT IS FURTHER

ORDERED:

That in addition to the requirements for all Organizations set forth in Section IV, titled “Industry, Commerce, & Organizations,” above and the standard hygiene, sanitation, and disinfection licensing rules promulgated by the Georgia Department of Early Care and Learning, all Childcare Facilities that operate during the effective dates of this Order ***shall*** implement additional measures to prevent the spread of COVID-19. Such measures ***shall*** include the following:

1. Screening and evaluating all children prior to them entering the classroom for Symptoms of COVID-19;
2. Prohibiting children from entering a classroom if they exhibit any Symptoms of COVID-19; and
3. Allowing only bedding (sheets, pillows, blankets, and sleeping bags) that can be washed to be used. Each child’s bedding must be kept separate and, to the extent practicable, should be stored in individually labeled bins, cubbies, or bags. Cots and mats should be labeled for each child and any bedding that touches a child’s skin should be cleaned regularly.

IT IS FURTHER

ORDERED:

That Code Section 15-11-2(10) relating to the definition of “child” is suspended for the limited purpose of ensuring that persons in the care of the Georgia Division of Family & Children Services who age

out of the definition of “child” during the Public Health State of Emergency shall be eligible to remain in their placement and continue to receive services for a duration of ninety (90) days following the termination of the Public Health State of Emergency or any extension thereof. This suspension shall apply to Code Section 15-11-2(10), effective until July 1, 2020, and upon expiration to Code Section 15-11-2(10), effective July 1, 2020. Any Georgia Division of Family & Children Services policies shall also align with this provision.

IT IS FURTHER

ORDERED: That no provision of this Order shall limit, infringe, suspend, or supplant any custodial arrangements created pursuant to the laws or constitution of this State or the laws or constitution of the United States, nor shall any person use any provision of this Order as a defense to an action in violation of a custodial arrangement by any court created pursuant to the laws or constitution of this State or the laws or constitution of the United States.

IT IS FURTHER

ORDERED: To the extent that any provision of Section VI of this Order, titled “Education & Children,” directly conflicts with any provision of Section VII of this Order, titled “Governments,” the provision in Section VI shall control.

VII. GOVERNMENTS

IT IS FURTHER

ORDERED: That for the purposes of Code Section 48-5-311(e)(6A), “in-person” appearances before county boards of equalization may occur via remote communications, including, but not limited to, video teleconference. This provision shall be implemented consistent with Ga. Comp. R. & Regs. r. 560-11-12-.02, which requires hearings before county boards of equalization to “only be as formal as is necessary to preserve order and be compatible with the principles of justice.” Further, this provision does not abrogate the requirement that county boards of equalization comply with the Georgia Open Meetings Act. Further, decisions of county boards of equalization may be transmitted electronically if all parties consent at the time of the hearing.

IT IS FURTHER

ORDERED:

That any purported requirement under the laws of this state requiring original signatures and raised corporate seals related to construction surety bonds required under Code Sections 13-10-40-65, 32-2-70, 36-91-1, 36-91-2, 36-91-50 and 36-91-70-93 and commercial surety bonds required or permitted under numerous other statutes are suspended for the limited purpose of providing that public procurement officers shall accept electronic signatures and electronic corporate seals as provided by the provisions of Code Sections 10-12-2 *et seq.* and 33-24-14 and any construction surety bond or commercial surety bond may be executed electronically if all the following requirements are met:

1. The document is notarized pursuant to the requirements of Executive Order 04.09.20.01; and
2. If requested by the procurement officer, the original shall be provided within seven (7) business days.

IT IS FURTHER

ORDERED:

That the requirements of Code Section 36-70-27 and 50-8-8 are hereby suspended to the extent that they would prevent local governments from being eligible to receive state funding for expenditures made during the current Public Health State of Emergency related to the prevention, treatment, or mitigation of COVID-19.

IT IS FURTHER

ORDERED:

That pursuant to Code Section 38-3-28, county and municipal governments are authorized and empowered to make, amend, and rescind such orders, rules, and regulations as may be necessary for emergency management purposes and to supplement the carrying out of this Order, but such orders, rules, and regulations shall not be inconsistent with this Order or any other orders, rules, or regulations promulgated by the Governor or by any state agency exercising a power derived from the Public Health State of Emergency declaration. For the purpose of this provision, orders, rules, and regulations that are promulgated by county and municipal governments that are more or less restrictive than the terms of this Order shall be considered inconsistent with this Order, unless such provision, order, rule, or regulation is otherwise expressly permitted by the terms of this Order.

IT IS FURTHER

ORDERED: That pursuant to Code Section 38-3-28, other than orders issued pursuant to the authority of Code Section 38-3-60 *et seq.*, any state, county, or municipal law, order, ordinance, rule, or regulation that requires persons to wear face coverings, masks, face shields, or any other Personal Protective Equipment while in places of public accommodation or on public property are suspended to the extent that they are more restrictive than this Executive Order or any such law, order, ordinance, rule, or regulation expressly permitted by this Executive Order.

IT IS FURTHER

ORDERED: That municipalities, counties, and other governmental entities located in counties that have reached the Threshold Requirement are hereby permitted to impose a Local Option Face Covering Requirement; however, local governmental entities are not required to impose a Local Option Face Covering Requirement even if the Threshold Requirement is reached.

IT IS FURTHER

ORDERED: If a local government entity meets the Threshold Requirement and chooses to impose a Local Option Face Covering Requirement, such Local Option Face Covering Requirement must comply with the following:

1. The Local Option Face Covering Requirement shall not be applied to individuals who are eating or drinking, those who have difficulty donning or removing a face mask or face covering without assistance, those who have a bona fide religious objection to wearing a face mask or face covering, or those who have a bona fide medical reason not to wear a face mask or face covering;
2. The Local Option Face Covering Requirement shall not give rise to any fines, fees, penalties (criminal or otherwise) or other cause of action against any private Organization;
3. The Local Option Face Covering Requirement shall not give rise to any fines, fees, or penalties in excess of fifty dollars (\$50.00) against any person per offense, nor shall it be punishable by imprisonment for any term;
4. Enforcement measures may only be taken against individuals. Owners, directors, officers, or agents of any Organization may not be held liable for the failure of their customers to comply with any Local Option Face Covering Requirement;
5. The Local Option Face Covering Requirement shall not be enforced at any Polling Place, as defined under Code Section

21-2-2(27), and no individual shall be denied ingress or egress to or from a Polling Place for failure to wear a face covering or face mask;

6. The Local Option Face Covering Requirement cannot be enforced against individuals on residential property; and
7. The Local Option Face Covering Requirement may be enforced against individuals on private property where the owner or occupant of the property consents to enforcement. Organizations may be required to post reasonable public notice of a Local Option Face Covering Requirement and state whether such Organization consents to enforcement or does not consent to enforcement of such requirement on its property.

IT IS FURTHER

ORDERED:

Local government entities who choose to impose a Local Option Face Covering Requirement shall warn noncompliant individuals about the health risks posed by not wearing a face mask or face covering prior to issuing any citation and shall make good faith, reasonable efforts to distribute free masks in their jurisdictions to individuals who cannot afford a face mask or face covering. A person who is found in violation of any Local Option Face Covering Requirement and who cannot afford a face mask or face covering shall be provided one at the municipality, county, or other governmental entity's expense.

IT IS FURTHER

ORDERED:

That municipalities, counties, and other government entities shall have the authority to control terms of entry onto property owned or leased by the municipality, county, or other government authority, board, bureau, or commission regardless of whether the Threshold Requirement is met. Controlling terms of entry may include requiring employees or other individuals present on municipality, county, or other government authority, board, bureau, or commission's owned or leased property to wear a face mask or face covering; however, no individual shall be denied ingress or egress to or from a Polling Place, as defined under Code Section 21-2-2(27), for failure to wear a face covering or face mask.

IT IS FURTHER

ORDERED:

That for any weapons carry license or renewal license that expires during the Public Health State of Emergency, the application for renewal of such weapons carry license or renewal license made pursuant to Code Section 16-11-129 shall be considered to be for a

renewal license if the holder of such weapons carry license or renewal license applies within 120 days after the expiration date on the face of license.

IT IS FURTHER

ORDERED:

That any provision of the laws or regulations of this state, including but not limited to Code Section 40-5-21.1, that limits the time period for which a noncitizen who holds a Georgia driver's license or identification card may be issued a temporary driving permit or identification card to 120 days from the date of expiration of his or her valid driver's license or identification card is hereby suspended to the extent necessary to allow noncitizen holders of a Georgia driver's license or identification card, whose driver's license or identification card expired on or after March 14, 2020, who have already been issued the 120 day temporary driving permit or identification card permitted under Code Section 40-5-21.1, and have filed, or on whose behalf has been filed, a request for an extension with the United States Department of Homeland Security, or similar such federal issuing agency, for time to remain lawfully within the United States and said request is still pending, to apply to the Georgia Department of Driver Services for one or more additional 120 day temporary driving permits or identification cards. Any such temporary driving permit or identification card shall be issued in accordance with existing procedures established by the Georgia Department of Driver Services and in the sole discretion of the Commissioner of the Georgia Department of Driver Services. The Georgia Department of Driver Services shall be authorized to issue additional guidelines and procedures for the application and issuance of said temporary driving permits and identification cards as needed. Nothing in this Order shall be construed to suspend or otherwise alter any existing identity or lawful status verification requirements established by the Georgia Department of Driver Services to comply with federal REAL ID requirements. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

IT IS FURTHER

ORDERED:

That nothing in this Order shall relieve municipalities, counties, or other local government entities from the obligations set forth under Georgia law, including but not limited to Code Sections 9-13-11, 9-

13-160 *et seq.*, 48-4-3, and 15-16-10, to conduct public auctions through statutory levy processes and otherwise enforce writs of fieri facias.

IT IS FURTHER

ORDERED:

That strict compliance with Code Section 45-20-16 and Ga. Comp. R. & Regs. r. 478-1-.16(12) shall be suspended for the limited purposes of (1) allowing all employees, as defined by Ga. Comp. R. & Regs. r. 478-1-.02(14), but not including temporary employees as defined by Ga. Comp. R. & Regs. r. 478-1-.02(34), to use up to eight (8) hours of emergency office closure leave for the purpose of receiving a COVID-19 vaccine, provided that any employee who uses emergency office closure leave for the purpose of receiving a COVID-19 vaccine shall provide proof of said vaccination to his or her supervisor, and (2) allowing employees who receive a COVID-19 vaccine and experience negative side effects from said vaccine, the severity of which prohibit him or her from being able to perform his or her duties of employment, to use up to sixteen (16) hours of emergency office closure leave for recovery from said side effects, provided that any employee who uses emergency office closure leave for the purpose of recovering from negative side effects of a COVID-19 vaccine shall provide documentation of such negative side effects from a medical provider to his or her supervisor, if so requested. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

VIII. SPORTS & LIVE PERFORMANCE VENUES

IT IS FURTHER

ORDERED:

That all Live Performance Venues ***shall*** operate pursuant to the guidelines for all Organizations set forth in Section IV, titled "Industry, Commerce, & Organizations," above. Additional measures ***may*** be developed in conjunction with the performer(s), and, if applicable, the organizer(s), promoter(s), or sponsor(s) of the event.

IT IS FURTHER

ORDERED: That professional, collegiate, or high school sports teams and organizations that engage in practices, games, or other in-person operations during the effective dates of this Executive Order ***shall*** operate solely pursuant to the rules or guidelines that have been promulgated or approved by the respective professional league or applicable conference or association of the sport.

IT IS FURTHER

ORDERED: Any previous executive order or departmental rule which would prevent professional sports teams or organizations, collegiate sports teams or organizations, high school sports teams or organizations, or other amateur sports teams or organizations from operating in a manner consistent with the above requirements is hereby suspended.

IX. ENFORCEMENT

IT IS FURTHER

ORDERED: That the state agencies with primary regulatory authority over the entities listed in this Order and the Commissioner of the Department of Public Safety shall provide resources as requested to assist in the enforcement of this Order.

IT IS FURTHER

ORDERED: That pursuant to Code Section 38-3-7, any person who violates this Order shall be guilty of a misdemeanor. Officials enforcing this Order should take reasonable steps to provide notice prior to issuing a citation or making an arrest. No provision of this Order shall limit the ability of law enforcement officers to enforce the laws of this State. Particularly, the provisions of Code Section 38-3-4 remain in effect, and all law enforcement is authorized to enforce the Orders issued pursuant to Title 38, Chapter 3.

IT IS FURTHER

ORDERED: That no Organization shall be mandated to close for failure to comply with this Executive Order, provided, however, that nothing in this provision shall be construed to prohibit the closure of an Organization by appropriate authorities for any other lawful reason.

IT IS FURTHER

ORDERED: That pursuant to Executive Order 04.02.20.01 and Code Section 38-3-51, enforcement of any county or municipal ordinance or order that is more or less restrictive than this Order and is not otherwise expressly permitted by the terms herein is hereby suspended.

X. MISCELLANEOUS

IT IS FURTHER

ORDERED: That if one or more of the provisions contained in this Order shall conflict with the provisions of any previous Executive Order or Agency Administrative Order, the provisions of this Order shall control. Further, in the event of any conflict, the provisions of any Quarantine or Isolation Order issued to a specific person by the Georgia Department of Public Health shall control.

IT IS FURTHER

ORDERED: That nothing in this Order shall be construed to suspend or limit the sale, dispensing, or transportation of firearms or ammunition, or any component thereof.

IT IS FURTHER

ORDERED: That if one or more of the provisions contained in this Order shall be held to be invalid, in violation of the Georgia Constitution, in violation of Georgia law, or unenforceable in any respect, such invalidity, violation, or unenforceability shall not affect any other provisions of this Order, but, in such case, this Order shall be construed as if such invalid, illegal, or unenforceable provision had never been contained within the Order.

IT IS FURTHER

ORDERED: That no provision of this Order shall limit, infringe, suspend, or supplant any judicial order, judgment, or decree issued pursuant to the laws or constitution of this State or the laws or constitution of the United States, nor shall any person use any provision this Order as a defense to an action in violation of a judicial order, judgment, or decree by any court created pursuant to the laws or constitution of this State or the laws or constitution of the United States.

IT IS FURTHER

ORDERED: This Order does not attempt, nor shall it be construed, to imply that the Governor, in any instance, has the unilateral authority to overturn any judicial order, judgment, or decree.

IT IS FURTHER

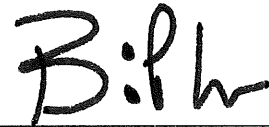
ORDERED: The Office of the Governor may continue to issue guidance on the scope of this Order as needed through communication media, including social media, without need for further Executive Orders.

XI. EFFECTIVE DATE & SIGNATURE

IT IS FURTHER

ORDERED: That this Order shall be effective upon signature.

This 30th day of April 2021.

A handwritten signature in black ink, appearing to read "B:lh", is written above a horizontal line.

GOVERNOR

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**

RES-2020-046

4
5 **A RESOLUTION ESTABLISHING A MORATORIUM ON SPECIAL USE EVENT**
6 **PERMITS AND FOR OTHER LAWFUL PURPOSES**

7
8 **(Sponsored by Councilwoman Rowell)**
9

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

12
13 **WHEREAS**, the duly elected governing authority of the City is the Mayor and
14 Council thereof ("City Council");

15 **WHEREAS**, the City and governments across the world are responding in an
16 emergency capacity to an outbreak of respiratory disease caused by a novel coronavirus
17 ("COVID-19");

18
19 **WHEREAS**, on September 30, 2020, Governor Kemp signed an executive order
20 (Executive Order 09.30.20.01) extending Georgia's Public Health State of Emergency
21 due to COVID-19; and

22
23 **WHEREAS**, as of the effective date of this Resolution, Georgia remains under a
24 Public Health State of Emergency from COVID-19, with the number of new cases and
25 related deaths increasing daily throughout Fulton County and Georgia;

26
27 **WHEREAS**, the COVID-19 pandemic has placed tremendous hardship and
28 burden upon governments and persons across the country, including the City, City
29 operations and City employees and public safety personnel;

30
31 **WHEREAS**, due to the current state of emergency and administrative burdens
32 resulting from the COVID-19 pandemic, it remains unsafe for gatherings to occur in
33 accordance with City issued special event permits;

34 **WHEREAS**, the City Council desires through this Resolution to place a temporary
35 moratorium on the City's acceptance and granting of new applications for special event
36 permits for the duration of Georgia's COVID-19 related Public Health State of Emergency;
37 and

38 **WHEREAS**, this Resolution is in the best interests of the health, safety and general
39 welfare of the City and State of Georgia.

40 **THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY**
41 **RESOLVES** as follows:

42 **Section 1. Moratorium.** The City Council hereby places a temporary moratorium
43 on the City's acceptance, processing and granting of applications for special event
44 permits, from the effective date of this Resolution through the duration of the COVID-19
45 related Public Health State of Emergency declared by the Georgia Governor. City staff
46 shall not accept, process and/or grant any application for a special event permit for the
47 effective duration of this Resolution. Any persons and/or entity with a pending and/or
48 approved special event application during the effective period of this moratorium shall be
49 entitled to a refund.
50

51 *****

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

56 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
57 clause or phrase of this Resolution is severable from every other section, paragraph,
58 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause
59 or phrase of this Resolution is mutually dependent upon any other section, paragraph,
60 sentence, clause or phrase of this Resolution.

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

68 **Section 3.** The City Attorney and City Clerk are authorized to make non-substantive
69 editing and renumbering revisions to this Resolution for proofing, codification, and
70 supplementation purposes. The final version of all resolutions shall be filed with the City
71 Clerk.

72 **Section 4.** This moratorium shall not apply to official City events.

73 **Section 5.** The effective date of this Resolution shall be the date of adoption, unless
74 provided otherwise by the City Charter or state and/or federal law.

The foregoing RESOLUTION No. 2020-046, adopted on October 27, 2020 was offered by Councilmember Rowell, who moved its approval. The motion was seconded by Councilmember Gumbs, and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor	<u> X </u>	<u> </u>
Carmalitha Gumbs, Mayor Pro Tem	<u> X </u>	<u> </u>
Catherine Foster Rowell	<u> X </u>	<u> </u>
Helen Zenobia Willis	<u> X </u>	<u> </u>
Gertrude Naeema Gilyard	<u> X </u>	<u> </u>
Corey Reeves	<u> X </u>	<u> </u>
khalid kamau	<u> X </u>	<u> </u>
Mark Baker	<u> X </u>	<u> </u>

THIS RESOLUTION adopted this 27th day of October 2020.

CITY OF SOUTH FULTON, GEORGIA

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

COREY E. ADAMS, SR., CITY CLERK

APPROVED AS TO FORM:

EMILIA C. WALKER, CITY ATTORNEY



GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: 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

DATE: May 25, 2021

SUBJECT: 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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Agenda Summary Sheet (NIMS)	Cover Memo	5/20/2021
Res2021 Adopting NIMS for City of South Fulton	Cover Memo	5/20/2021
Adopting NIMS for City of South Fulton 0519 FIS	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Requesting Department		Council District(s) Affected	
Requested Action					
Requirements for Council Action (City specific Council policy, statute or code requirement)					
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)					
Funding Source (if applicable)					
Financial Impact (if applicable)					
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐					
Department Director Approval 				Finance Director Approval 	
Assistant City Manager Approval 	City Attorney Approval 		City Manager Approval 		

A RESOLUTION AUTHORIZING THE ADOPTION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AS ESTABLISHED UNDER FEDERAL HOMELAND SECURITY PRESIDENTIAL DIRECTIVE 5, REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT, AND FOR OTHER PURPOSES

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

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

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;

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 established the National Incident Management System (NIMS); and

WHEREAS, NIMS established a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state, and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, NIMS provides for interoperability and compatibility among federal, state, and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, all Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through the law (O.C.G.A. 38-3-57) that all local public safety and emergency response organizations, including emergency management agencies, law enforcement agencies, fire departments, and emergency medical services, shall implement the standardized unified incident command system and

that those agencies do not establish such systems shall not be eligible for state reimbursement for any response or recovery related expenses;

WHEREAS, this Resolution is in the best interests of the health, safety and general welfare of the City and its employees and residents.

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES as follows:

Section 1. The City of South Fulton, Georgia hereby adopts the National Incident Command System (NIMS) as established under HSPD 5 and the Unified Command System as established under O.C.G.A. § 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organizations of the City of South Fulton train and exercise and the use of these systems in their response operations.

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

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

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

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 4. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

Tammi Saddler Jones
CITY MANAGER



Nina Robinson
Interim Finance Director

MEMORANDUM

TO: Nina Robinson *nr*
FROM: Sydnee Heidt
DATE: May 19, 2021
SUBJECT: Adopting NIMS for City of South Fulton

CONCLUSION

With this Ordinance, the City hereby adopts the National Incident Command System (NIMS) as established under HSPD 5 and the Unified Command System as established under O.C.G.A. § 38-3-57.

BACKGROUND

The City is a municipal corporation duly organized and existing under the laws of the State of Georgia. 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.

FINANCIAL IMPACT

The financial impact to the FY21 budget and/or FY2022 fiscal year appropriations/allocations includes the requisite costs for training and system setup which is not determinable at this time.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of A Resolution Requesting Georgia General Assembly's Prompt and Voluntary Repeal of Unjust Voter Law

DATE: May 25, 2021

SUBJECT: Request Council Approval of A Resolution Requesting Georgia General Assembly's Prompt and Voluntary Repeal of Unjust Voter Law

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Agenda Summary Sheet (Repeal of SB 202 New Voting Law)	Cover Memo	5/20/2021
Resolution Calling for Repeal of Unjust Voter Laws (Gilyard) rev 1 (vdh)	Cover Memo	5/20/2021
FIS - Resolution Calling for Repeal of Unjust Voter Laws	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Council District(s) Affected
Requesting Department		
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

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**

4
5 **A RESOLUTION CALLING FOR THE GEORGIA GENERAL ASSEMBLY'S**
6 **IMMEDIATE AND VOLUNTARY REPEAL OF S.B. 202 IN PROTECTION OF THE**
7 **VOTING RIGHTS AND FINANCIAL SECURITY OF ALL GEORGIANS AND FOR**
8 **OTHER LAWFUL PURPOSES**
9

10 **(Sponsored by Councilmembers Gilyard, khalid and Gumbs)**
11

12 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
13 organized and existing under the laws of the State of Georgia;
14

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

17 **WHEREAS**, on or about March 25, 2021, Georgia Governor Brian Kemp signed
18 S.B. 202 into law, imposing significant new voting obstacles negatively impacting primarily
19 minority and democratic voting areas within Georgia;

20 **WHEREAS**, S.B. 202 imposes voter identification requirements for absentee
21 ballots, allows state officials to take over local election boards, limits the use of ballot drop
22 boxes and makes it a crime to offer food or drink to persons waiting in line to vote;

23 **WHEREAS**, S.B. 202 has been met with an outcry by lawmakers, Americans and
24 businesses across the nation, and has been compared to post-Civil War era Jim Crows
25 laws attacking the rights of American minorities;

26 **WHEREAS**, prominent organizations, including the National Association for the
27 Advancement of Colored People, American Civil Liberties Union, Lawyer's Committee for
28 Civil Rights and New Georgia Project, have filed lawsuits challenging S.B. 202;

29 **WHEREAS**, Coca-Cola CEO James Quincey has denounced S.B. 202
30 "unacceptable" and "a step backwards;"

31 **WHEREAS**, Delta CEO Ed Bastian has denounced S.B. 202 for including
32 "provisions that will make it harder for many underrepresented voters, particularly Black
33 voters, to exercise their constitutional right to elect their representatives;"

34 **WHEREAS**, S.B. 2020 has already caused financial damage to Georgia in the
35 mere days since its passage;

36 **WHEREAS**, on or about April 2, 2021, Major League Baseball moved the 2021 All-
37 Star Game out of Georgia, in protest of S.B. 202;

WHEREAS, a Cobb County tourism official estimated lost economic impact from the MLB All-Star Game alone to be over \$100 million;

WHEREAS, S.B. 202 has damaged and will continue to damage all Georgians, unless repealed;

WHEREAS, this Resolution is presented as a request to the Georgia General Assembly to promptly voluntarily repeal S.B. 202; and

WHEREAS, this Resolution is in the best interests of the health, protection and general welfare of the City and State of Georgia.

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES as follows:

Section 1. The City Council hereby respectfully requests that the Georgia General Assembly promptly repeal S.B. 2020, to prevent continuing damage and harm to the voting rights and financial security of all Georgians.

Section 2. Instruction to City Clerk. The City Clerk is hereby instructed to cause for this Resolution to be emailed to all members of the Georgia General Assembly, within ten days of the Resolution's adoption.

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 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 4. 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 5. The effective date of this Resolution shall be the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

The foregoing RESOLUTION No. 2021-_____, adopted on _____
was offered by Councilmember _____, who moved its approval. The motion
was seconded by Councilmember _____, and being put to a vote, the result
was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Carmalitha Gumbs	_____	_____
Catherine Foster Rowell	_____	_____
Helen Zenobia Willis, Mayor Pro Tem	_____	_____
Gertrude Naeema Gilyard	_____	_____
Corey Reeves	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2021. **CITY OF
SOUTH FULTON, GEORGIA**

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

CORY E. ADAMS, CITY CLERK

APPROVED AS TO FORM:

EMILIA C. WALKER, 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 13, 2021
SUBJECT: Resolution Calling for Repeal of Unjust Voter Laws

CONCLUSION

The City Council hereby respectfully requests that the Georgia General Assembly promptly repeal S.B.202, to prevent continuing damage and harm to the voting rights and financial security of all Georgians.

BACKGROUND

The City of South Fulton is a municipal corporation duly organized and existing under the laws of the State of Georgia. On or about March 25, 2021, Georgia Governor Brian Kemp signed S.B. 202 into law, imposing significant new voting obstacles negatively impacting primarily minority and democratic voting areas within Georgia.

FINANCIAL IMPACT

There is no determinable financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocations.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Second Reading and Request Council Approval of An Ordinance to Amend the Fiscal Year 2020 Final Budget

DATE: May 25, 2021

SUBJECT: Second Reading and Request Council Approval of An Ordinance to Amend the Fiscal Year 2020 Final Budget

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
FY2020 Final Budget Amendment (Finance)	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/2021		
Requesting Department Finance	Council District(s) Affected ALL	
Requested Action Approve FINAL FY 2020 Budget Amendment		
Requirements for Council Action (City specific Council policy, statute or code requirement) O.C.G.A. § 36-81-3 O.C.G.A. § 36-81-3(d)		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) To amend appropriations to reflect actual activity related to FY 2020 Operations		
Funding Source (if applicable) Not applicable		
Financial Impact (if applicable) Amend FY 2020 Revenues and Expenditures appropriations		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval _____ _____		Finance Director Approval Nina Robinson Digitally signed by Nina Robinson Date: 2021.02.10 10:01:57 -05'00'
Assistant City Manager Approval _____	City Attorney Approval _____	City Manager Approval <i>Tammi Saddler Jones</i>

GOVERNMENT OF THE CITY OF SOUTH FULTON

Tammi Sadler Jones
CITY MANAGER



Nina Robinson
Interim, Finance Director

MEMORANDUM

TO: Nina Robinson *nmr*

FROM: Sydnee Heidt

DATE: May 25, 2021

SUBJECT: Fiscal Year 2020 Final Budget Amendment -2nd Read

Overview

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. In order to be in compliance we O.C.G.A. § 36-81-1

Department of Finance and Administrative Services recommends:

#1 Correct General Fund departmental budget appropriation deficiencies:

Budgetary Deficiency:

Human Resources	1,206.93
Community Development & Regulatory Affairs	202,099.34
Transfers to Other Funds	1,791,572.25
Total Expense Reappropriated	1,994,878.52

Items above are covered by Contingency and Cost Savings reflected below:

Finance / Contingency Reserve	1,641,622.68
Information Technology	353,255.84
Total Transfers to Departments	1,994,878.52
Net Change in Amended FY20 Budget	0.00

#2 Update General Fund and fund appropriations to reflect actual operating results to comply with audit requirements at fiscal year end.

- a. Increase General Fund Budgeted revenue and expenses to \$80,175,984.
- b. Amend budgeted transfers to Other Funds from the General Fund

General Fund Budget	
General Fund Revenue	\$80,175,984
General Fund Expenditures	\$72,027,956
(Plus, updated transfers)	
Blighted Properties	\$200,000
E-911	\$1,976,323
Restricted Grants	\$297,742
Development Authority	\$16,943
Capital Grants	\$531,115
Capital Projects (Local + URA)	\$5,125,906
TOTAL GF EXPENDITURES	\$80,175,984

Actions needed:

1. Respectfully request that the Mayor and City Council approve the Ordinance as presented to amend the FY 2020 Final Budget to allow the City of South Fulton to reflect a budget that more closely aligns with actual operating results.
2. To reflect an adjustment of revenue appropriations to present a budget where revenues align with anticipated and actual revenue.

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**

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5
6 **AN ORDINANCE TO AMEND THE FISCAL YEAR 2020 FINAL BUDGET**
7 **FOR EACH FUND OF THE CITY OF SOUTH FULTON, GEORGIA,**
8 **APPROPRIATING THE AMOUNTS SHOWING IN EACH FUND AS**
9 **EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF**
10 **REVENUE ANTICIPATIONS, PROHIBITING EXPENDITURES OR**
11 **EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE**
12 **AND FOR OTHER LAWFUL PURPOSES**
13

14 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
15 organized and existing under the laws of the State of Georgia;
16

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

19 **WHEREAS**, sound governmental operations require a budget in order to plan
20 the financing of services for City residents;
21

22 **WHEREAS**, O.C.G.A. § 36-81-1 requires a balanced budget for the City's fiscal
23 year, which runs from October 1st to September 30th of each year;
24

25 **WHEREAS**, O.C.G.A. § 36-81-3 authorizes a local government to amend "its
26 budget so as to adapt to changing governmental needs during the budget period."
27

28 **WHEREAS**, Section 6.27 of the City Charter provides that "the City Council by
29 majority vote may make changes in the appropriations contained in the current
30 operating budget at any regular meeting or special or emergency meeting called for
31 such purposes;"
32

33 **WHEREAS**, the City Council has reviewed the amended budget as presented
34 by the City Manager;
35

36 **WHEREAS**, each of these funds is a balanced budget, so that anticipated
37 revenues and other financial resources for each fund equal the proposed expenditures
38 or expenses;
39

40 **WHEREAS**, the City Council wishes by this Resolution to amend its final Fiscal
41 Year 2020 annual budget (said amendment referred to herein as "Amended Final
42 Fiscal Year 2020 Budget"), effective from October 1, 2019 through September 30,
43 2020; and
44

45 **WHEREAS**, this Ordinance will benefit the health and general welfare of the
46 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 Final Fiscal Year 2020 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 2020, which began October 1, 2019 and ends September 30, 2020. A summary is copied below of the current Fiscal Year 2020 budget ("2020 Adopted") as compared to the Amended Final Fiscal Year 2020 Budget adopted herein:

Revenues:	FY2020 Amendment 5	FY2020 Final Amendment
General Fund	68,760,907	80,175,984
Confiscated Asset	60,000	59,132
E- 911 Fund	0	0
Restricted Grant Fund	5,064,602	192,419
Hotel/Motel Fund	240,000	121,792
TSPLOST	17,592,330	17,951,476
Capital Projects (Local + URA)	10,499,348	17,020,000
Capital Grant Fund	1,222,516	1,222,516
Solid Waste Fund	520,000	424,540
Debt Fund	0	0
Total Revenues	103,959,703	117,167,860
Expenditures:		
General Fund	63,872,265	72,027,956
Blighted Properties	200,000	200,000
Confiscated Asset	60,000	59,132
E- 911 Fund	1,920,000	1,976,323
Restricted Grant Fund	5,064,602	490,161
Hotel/Motel Fund	240,000	121,792
Development Auth.	0	16,943
TSPLOST	17,592,330	17,951,476
Capital Grant Fund	1,222,516	1,753,631
Capital Projects (Local + URA)	12,310,089	22,145,906
Solid Waste Fund	520,000	424,540
Debt Service	957,901	0
Total Expenses	103,959,703	117,167,860
Net Surplus/Deficit	\$0	\$0

- 60 1. **Appropriation.** That the several items of revenues, expenditures, other
61 financial resources, and sources of cash shown in the budget for each fund in
62 the amounts shown within the Amended Final Fiscal Year 2020 Budget are
63 hereby adopted, and that the several amounts shown in the budget for each
64 fund as proposed expenditures or expenses and uses of cash are hereby
65 appropriated to the departments named in each fund.
66
- 67 2. **Legal Level of Control.** That the “legal level of control” as defined in O.C.G.A.
68 § 36-81-2 is set at the department level, meaning that the City Manager in
69 his/her capacity is authorized to move appropriations from one line item to
70 another within a department, but under no circumstances may expenditures or
71 expenses exceed the amount appropriated for a department without a further
72 budget amendment approved by the City Council.
73
- 74 3. **Expiration of Appropriations.** That all appropriations shall lapse at the end of
75 the fiscal year.
76

77 *****
78

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

83 (b) To the greatest extent allowed by law, each and every section, paragraph,
84 sentence, clause or phrase of this Ordinance is severable from every other section,
85 paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph,
86 sentence, clause or phrase of this Ordinance is mutually dependent upon any other
87 section, paragraph, sentence, clause or phrase of this Resolution.

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

95 **Section 3.** All Ordinance and Resolutions in conflict herewith are hereby expressly
96 repealed.

97 **Section 4.** The City Attorney, City Clerk and contracted City Codifier are authorized
98 to make non-substantive formatting and renumbering edits to this ordinance for
99 proofing, codification, and supplementation purposes. The final version of all
100 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 _____ 2020. **CITY OF SOUTH FULTON, GEORGIA.**

“FIRST READING”

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

Corey Adams, CITY CLERK

APPROVED AS TO FORM:

Vincent Hyman, CITY ATTORNEY

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The foregoing **ORDINANCE No. 2020-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:

“FIRST READING”

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Mark Baker, Mayor Pro Tem	_____	_____
Catherine Foster Rowell	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Second Reading and Request Council Approval of An Ordinance Regulating Resident-Initiated Parking Zones

DATE: May 25, 2021

SUBJECT: Second Reading and Request Council Approval of An Ordinance Regulating Resident-Initiated Parking Zones

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

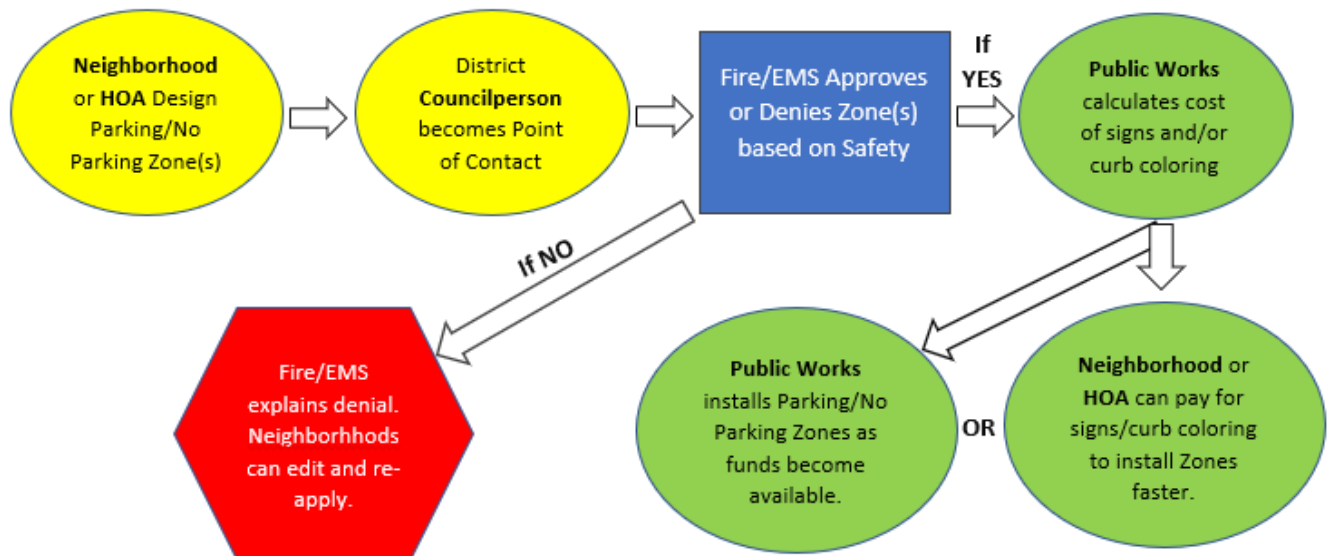
ATTACHMENTS:

Description	Type	Upload Date
Resident Initiated Parking Zones Ordinance (khalid)	Cover Memo	5/20/2021
FIS - Community No Parking Zone Ordinance	Cover Memo	5/20/2021

**AN ORDINANCE REGULATING PARKING ENFORCEMENT IN RESIDENTIAL
COMMUNITIES, AMENDING TITLE 8, TRAFFIC AND VEHICLES, OF THE CITY
CODE OF ORDINANCES AND FOR OTHER LAWFUL PURPOSES**

(Sponsored by Councilperson khalid)

Plain Text Explanation: Streets less than 21 feet wide cannot have cars parked on either side of the street. Streets 30 feet wide or wider may have parking on both sides. Streets 21-29 feet wide may have parking on one side. Neighborhoods can apply to the City to create their own rules for streets wider than 21 feet; and ask the City Public Works department to provide curb coloring and/or signage to make parking rules clear. Additionally, neighborhoods can pay for their own signage or curb coloring to speed up the process of setting up parking/no parking zones.



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 parking within the City;

WHEREAS, the City Council desires through this Ordinance to update City parking regulations within the City in protection of City residents, visitors, employees and businesses; and

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. The City of South Fulton Code of Ordinances, Title 8, Traffic and Vehicles, Chapter 1, In General, is hereby amended by adding a new subsection (16) to the existing subsections (1) through (15) in Sec. 8-1017(a), No parking rules, which shall read as follows:

TITLE 8 – TRAFFIC AND VEHICLES

CHAPTER 1. – IN GENERAL

Sec. 8-1017. - No parking rules.

- (a) It shall be unlawful at any time to permit any motor vehicle to stand, stop or park upon any public street, road, alley or walkway of the city in any of the following places or under any of the following conditions except in compliance with the directions of a law enforcement official or a traffic control device:

. . .

- (16) On any public road whose width is less than twenty-one (21) feet, curb to curb.

Section 2. The City of South Fulton Code of Ordinances, Title 8, Traffic and Vehicles, Chapter 1, In General, is hereby amended by adding a new Sec. 8-1018, Community no parking zones, which shall read as follows:

TITLE 8 – TRAFFIC AND VEHICLES

CHAPTER 1. – IN GENERAL

Sec. 8-1018. – Resident Initiated Parking Rules for HOA and Non-HOA Communities

1. A home owners association (“HOA”) or Non-HOA residential community (collectively referred to as “Communities”) may make application to the City to enforce parking and no parking zones (“Parking and No Parking Zone”) on public roads within their respective communities whose width is twenty-one (21) feet or more, curb to curb. A non-HOA residential community shall be defined under this Ordinance as a residential community without an organized HOA, or with an HOA that is inactive, insolvent and/or without current board members.

(b) **Application Contents.** At a minimum the application to the City shall:

1. Clearly identify the requested boundaries of each Parking and No Parking Zone;
2. Explain the need and justification for each Parking and No Parking Zone;
3. Identify the applicant's ability to cover reasonable installation, maintenance and repair/replacement costs for Parking and No Parking Zone signs and striping, if approved by the City. The City will provide an estimate of costs upon review of the application. The applicant will have the option of determining whether to proceed upon receipt of the cost estimate. If estimated costs are not paid within thirty (30) days following approval, the requested Parking and No Parking Zone will not be implemented. A Community without funds to pay for the estimated installation and annual maintenance — as evidenced by the HOA's quarterly/annual financial statements — may request in the application for costs to be paid by the City. The implementation and enforcement of a No Parking Zone funded by the City is at the City's complete discretion, and will be subject to all reasonable factors to be taken into consideration by the city, which includes fund availability, competing priorities/projects and the nature of the request;
4. Evidence the Communities' approval for such Parking and No Parking Zone enforcement, as follows:
 - i. **For HOA communities**, a minimum of three board member's signature and title must be included within the application, along with a sworn notarized statement by a board member that notice of the HOA's intent to apply for Parking and No Parking Zone enforcement under this ordinance has been mailed to the attention of the "Owner/Occupant" of all residential properties which are adjacent to the portions of the street subject to the requested Parking and No Parking Zone;
 - ii. **Non-HOA residential communities** shall include with their application the signature, address, email and phone numbers of one tenant and/or

homeowner over the age of eighteen (18) from at least sixty (60) percent of the occupied, residential properties which are adjacent to the portions of the street subject to the requested Parking and No Parking Zone.

iii. **Additional Application Materials.** All applications shall also include:

1. Written description of each type of parking/no parking zone requested, with no more than three (3) types of zones allowed per application
2. A diagram of the parking/no parking zone(s) requested.
3. A request for at least one of the following three (3) types of notification to those in affected areas:
 - a. Colored Curbs;
 - b. Striped Parking Spaces;
 - c. Signs indicating where Parking/No Parking Zones begin and end;
 - d. Signs at all entrances to the subdivision, or at the start of the to designated No Parking Area areas in non-subdivisions which read: "You may be ticketed for parking on the street in this neighborhood. Please visit City of South Fulton, GA Municode for neighborhood parking rules."
5. Provide written assurance that the Community has at least ten (10) days prior to the filing of this application, provided written notice by email to the District Councilperson where the Parking and No Parking Zone is requested to be enforced of the Community's intent to submit an application under this ordinance.

(c) **Submission of Application:** The Community's designated representative shall email the completed application to the City Fire Marshall who shall within five (5) business days cause for the

application to be emailed to the impacted District Councilmember for notice purposes, Police Chief and Solicitor for comment, and Public Works Director for determination of estimated expenses. All reviewers shall have thirty (30) days from the Fire Marshall's forwarding of an approved application to provide feedback.

- (d) **Consideration.** The Fire Marshall shall assess provided feedback and make a determination within sixty (60) days of its receipt of a completed application as to whether to approve or deny the application. If the request is approved, the notice to the applicant representative shall include the estimate of the project cost of purchasing and installing necessary signage and striping and/or curb coloring to implement the requested Parking Zone. The Fire Marshall may extend the decision on the application in fifteen-day increments at a time for good cause, which may include additional time needed by Public Works to secure cost estimates from outside vendors.
- (e) **Local Participation.** When possible and reasonably price, the City shall make every effort to contract with vendors having offices within the City, and or owners who are City residents.
- (f) **Approval.** If approved, Public Works shall confirm a final approved diagram for the approved Parking and No Parking Zone. A Parking and No Parking Zone shall not be enforced until proper signage — paid for by the applicant or the City — is installed. Upon the payment of costs, Public Works shall promptly cause for the requisite signature and striping to be placed within the Parking and No Parking Zone.

2. Penalty. No person shall park in any area of the street where parking is prohibited by signage, striping and/or making installed under this ordinance. The penalty for violation of this subsection shall be twenty-five (\$25) for each occurrence, which may be waived at the Municipal Judge's discretion for the first occurrence. Each day shall constitute a separate violation.

3. Termination of Requested Enforcement Zone. The City reserves the right and discretion to terminate Parking and No Parking Zone enforcement under this ordinance. A Community may also cause for parking enforcement implemented under this ordinance to be discontinued by request of the HOA and/or by request of the sixty percent threshold of directly impacted homeowners and tenants authorized under this Ordinance to submit an application. No funds expended by the City to cover costs under this ordinance shall be returned.

Section 3. The phrase “Public Works Director” under this ordinance refers to the City Public Works director and/or their designee. The Public Works Director shall be authorized to make forms for No Parking Zone applications consistent with this Ordinance.

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, 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 5. All Ordinance and Resolutions in conflict herewith are hereby expressly repealed.

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

Section 7. 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.

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 

FROM: Sydnee Heidt

DATE: April 11, 2021

SUBJECT: Community No Parking Zone Ordinance

CONCLUSION

The City of South Fulton Code of Ordinances, Title 8, Traffic and Vehicles, Chapter 1, in general is hereby amended by adding a new Sec. 8-1018. In addition, the City will assess the signage, striping or related project for compliance with code.

BACKGROUND

The City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia. The City Charter authorizes the City to enact rules and regulations concerning parking within the City. Through this ordinance Council desires to update City parking regulations within the City in protection of residents, visitors, employees and businesses.

FINANCIAL IMPACT

There will be a financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocations. The cost estimates will require a minimum of up to 60 days from outside contractors.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: 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 Purposes

DATE: May 25, 2021

SUBJECT: 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 Purposes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Draft COSF Moratorium Residential Rental Rev 5	Cover Memo	5/20/2021

STATE OF GEORGIA
FULTON COUNTY
CITY OF SOUTH FULTON

RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF SOUTH FULTON, GEORIGIA ESTABLISHING A ONE-HUNDRED-EIGHTY (180) DAY MORATORIUM ON THE ACCEPTANCE OF ANY APPLICATIONS RELATED TO THE NEW DEVELOPMENT AND/OR CONSTRUCTION OF SINGLE FAMILY HOMES INTENDED FOR RESIDENTIAL RENTAL PURPOSES, TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Sponsors Councilwoman Gumbs and Mayor William “Bill” Edwards)

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 has been vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City of South Fulton; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, licenses and other development approvals where exigent circumstances warrant the same, pursuant to case law found at *City of Roswell et al v. Outdoor Systems, Inc.*, 274 Ga. 130, (2001); *Lawson v. Macon*, 214 Ga. 278 (1958); *Taylor v. Shetzen*, 212 Ga. 101 (1955); and

WHEREAS, the Courts take judicial notice of a local government's inherent ability to impose moratoria on an emergency basis; and

WHEREAS, the Georgia Supreme Court, in the case of *DeKalb County v. Townsend*, 243 Ga. 80 (1979), held that, "To justify a moratorium, it must appear first, that the interests of the

public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals." The City of South Fulton has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

WHEREAS, the Mayor and City Council of the City of South Fulton have, as a part of planning, zoning and growth management, been in review of the City's Zoning Ordinances and have been studying the City's best estimates and projections of the type of development which could be anticipated within the City of South Fulton; and

WHEREAS, the Mayor and City Council deem it important to develop a comprehensive plan which integrates all of these concerns and therefore considers this moratorium a proper exercise of its police powers; and

WHEREAS, the Mayor and City Council therefore consider it paramount that land use regulation continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City of South Fulton. The Mayor and City Council have always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and in particular the lessening of congestion on City streets, security of the public from crime and other dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities of the City including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

WHEREAS, it is the belief of the Mayor and City Council of the City of South Fulton that the concept of "public welfare" is broad and inclusive; that the values it represents are spiritual as

well as physical, aesthetic as well as monetary; and that it is within the power of the City "to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled," *Berman v. Parker*, 348 U.S. 26 (1954); *Keio v. City of New London*, 545 U.S. 469 (2005). It is also the opinion of the City that "general welfare" includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the City, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic wellbeing of the community, facilitating adequate provision of public services, and the preservation of the resources of the City; and

WHEREAS, the Mayor and City Council are, and have been interested in, developing a cohesive and coherent policy regarding certain uses in the City, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the City as a whole; and

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

SECTION I.

FINDINGS OF FACT

The Mayor and Council of the City of South Fulton, Georgia hereby make the following findings of fact:

(a) It appears that the City's development ordinances, Zoning Ordinance and/or Comprehensive Land Use Plan require an additional review by the City of South Fulton as they relate to buildings intended for new construction townhome residential rental and/or single family residential rental purposes;

(b) Substantial disorder, detriment and irreparable harm would result to the citizens, businesses and City of South Fulton if the current land use regulation scheme in and for the above-described use in the City were to be utilized by property owners prior to a more thorough review;

(c) The City's ongoing revision of its code, comprehensive plan and zoning ordinances requires that a limited cessation of development and building permits, occupation tax permits, and other licenses, permits or variances, with respect to the above-described use, be enacted;

(d) It is necessary and in the public interest to delay, for a reasonable period of time, the processing of any applications for such developments, to ensure that the design, development and location of the same are consistent with the long-term planning objectives of the City; and

(e) That the Georgia Supreme Court has ruled that limited moratoria are reasonable and do not constitute land use when such moratoria are applied throughout the City under City of Roswell et al v. Outdoor Systems Inc., 274 Ga. 130 (2001).

SECTION II.

IMPOSITION OF MORATORIUM

(1) There is hereby established a moratorium on the establishment of any additional buildings intended for single family residential rental purposes and the acceptance by the staff of the City of South Fulton of applications of any kind for or related to any buildings intended for new construction townhome residential rental and/or single family residential rental purposes.

(2) The duration of this extended moratorium shall be until the City adopts a revision of the City's Code of the City of South Fulton related to the above referenced uses or until 180 days has elapsed, whichever first occurs;

(3) This moratorium shall be effective as of the date of adoption of this resolution;

(4) This moratorium shall have no effect or apply to any property that is the subject of a rezoning, modification, special use permit, variance applications or upon approvals or permits previously issued or as to development plans previously filed or approved by the City prior to the effective date of this Resolution. Additionally, the provisions of this Resolution shall not affect the issuance of permits or site plan reviews that have received preliminary or final approval by the City or for which consultations have been had with the City staff on or before the effective date of this Resolution. The effective date of this Resolution will be upon its adoption on April 27, 2021;

(5) As of the effective date of this Resolution, no applications for development or permits, or for any other purposes related to the above described use will be accepted by any agent, employee or officer of the City with respect to any property in the City of South Fulton, and any permit so accepted for filing will be deemed in error, null and void and of no effect whatsoever and shall constitute no assurance whatsoever of any right to engage in any act, and any action in reliance on any such permit shall be unreasonable;

(6) The following procedures shall be put in place immediately. Under *Cannon v. Clayton County*, 255 Ga. 63 (1985); *Meeks v. City of Buford*, 275 Ga. 585 (2002); *City of Duluth v. Riverbroke Props.*, 233 Ga. App. 46 (1998), the Supreme Court stated, "Where a landowner makes a substantial change in position by expenditures and reliance on the probability of the issuance of a building permit, based upon an existing zoning ordinance and the assurances of zoning officials, he acquires vested rights and is entitled to have the permit issued despite a change in the zoning ordinance which would otherwise preclude the issuance of a permit." Pursuant to this case, the City of South Fulton recognizes that, unknown to the City, de facto vesting may have occurred. The following procedures are established to provide exemptions from the moratorium where vesting has occurred: A written application, including verified supporting data, documents and

facts, may be made requesting a review by the Mayor and City Council at a scheduled meeting of any facts or circumstances which the applicant feels substantiates a claim for vesting and the grant of an exemption.

SECTION III.

EXEMPTION

(1) During the term of this moratorium, any person may file an application for exemption from this moratorium with the Mayor and City Council. The Mayor and City Council may grant such exemption where the proposed establishment(s) is/are deemed to be in conformity with the proposed development ordinances, proposed Zoning Ordinance and/or the proposed Comprehensive Land Use Plan that are to be considered during the term of this moratorium. The Mayor and City Council shall consider the general terms of the proposed development, the proposed use, the proposed development plans, the benefits of the proposed development to the City, and the comprehensive land use plan for the City in deciding upon a requested exemption.

(2) Should the Mayor and City Council grant such exemption, the staff of the City of South Fulton may accept an application for the proposed use. However, the grant of an exemption from this moratorium in no way confers any rights upon the applicant or the exempted plans, applications or requests.

(3) Any exemption granted by the Mayor and City Council shall not constitute final approval of such plans or requests by the City. Any granted exemption shall merely grant the City staff the ability to accept and process the subject application in accordance with all City laws.

SECTION IV.

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

(b) It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, 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 Mayor and 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 and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

(d). The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this Resolution for proofing, codification,

and supplementation purposes. The final version of all resolutions or ordinances shall be filed with the Clerk.

(e). The effective date of this Resolution shall be the date of adoption consistent with Section 3.21 of the City Charter, unless provided otherwise by applicable local, state and/or federal law.

SECTION V.

All resolutions or parts of this Resolution in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

[Signatures and voting tabulations to be inserted by City Clerk]

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: 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

DATE: May 25, 2021

SUBJECT: 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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Resolution to Impose Moratorium for Cedar Grove Overlays (CW Gilyard) rev 2	Cover Memo	5/20/2021

A RESOLUTION BY THE CITY OF SOUTH FULTON, GEORGIA, SETTING FORTH A NINETY DAY ZONING AND DEVELOPMENT MORATORIUM PERTAINING TO THE OVERLAYS OF CEDAR GROVE AND CEDAR GROVE AGRICULTURAL AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmembers Gilyard and khalid)

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 has been vested with the power and authority to regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace and the general welfare of the City;

WHEREAS, Georgia law recognizes that local governments are authorized to impose moratoria on zoning decisions, permits, licenses and other development approvals. See *City of Roswell, et al v. Outdoor Systems, Inc.*, 274 Ga. 130 (2001); *Lawson v. Macon*, 214 Ga. 278 (1958); *Taylor v. Shetzen*, 212 Ga. 101 (1955);

WHEREAS, the City has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive;

WHEREAS, the City Council, as a part of planning, zoning and growth management, is in the process of assessing the City's comprehensive land use plan ("Comprehensive Plan") and studying the type of development which could be anticipated within the City;

WHEREAS, the City Council deems it important to update its Comprehensive Plan which enhances safe, healthy and positive development and therefore consider this moratorium a proper exercise of its police powers;

WHEREAS, the City Council has a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; in particular, the lessening of congestion on City streets, security of the public from crime and other dangers, promotion of health and general welfare of its citizens including environmental protection and protection of the aesthetic quality of the City including access to air and light, and facilitation of the adequate provision of transportation, and other public requirements;

WHEREAS, the City Council finds that the concept of "public welfare" is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the City "to determine that a community

should be beautiful as well as healthy, spacious as well as clean, well so balanced as well as carefully patrolled," *Berman v. Parker*, 348 U.S. 26 (1954); *Kelo v. City of New London*, 545 U.S. 469 (2005);

WHEREAS, the City Council finds that "general welfare" includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the City, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the City;

WHEREAS, the City Council considers it paramount that land use regulations continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City;

WHEREAS, this moratorium is enacted as a limited measure to preserve the status quo pending review of the cedar grove and cedar grove agricultural overlays that are included in the Zoning Code;

WHEREAS, additionally the current Comprehensive Plan includes goals to protect natural resources, and the agricultural and rural character of the cedar grove and cedar grove agricultural overlays, however, the protection requires enhancement to the physical appearance and development design controls while maintaining some of the agricultural area as agricultural only and protecting environmentally sensitive land while allowing other uses that would be compatible with the character of the area;

WHEREAS, a review of the Cedar Grove overlays is necessary to ensure that development changes, demands and the infrastructure needs align and are consistent with the intent of the City's goal of smart growth. The review will occur during the review of the comprehensive plan;

WHEREAS, the City desires to impose a ninety (90) day moratorium as set forth herein to allow the review of the zoning code during the comprehensive plan review that is currently occurring and before additional development occurs that may be contrary to the goals of the Comprehensive Plan;

WHEREAS, completion of this process is anticipated within the next ninety (90) day to allow the recommendations to be considered by the City Council prior to enactment of legislation on the revised map; and

WHEREAS, this moratorium 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.

FINDINGS OF FACT

In addition to the findings in the above whereas clauses, the City Council hereby makes the following findings of fact:

(a) The City's Zoning Code require an additional review by the City as it relates to the Cedar Grove and Cedar Grove Agricultural overlays;

(b) Substantial disorder, detriment and irreparable harm would result to the City and its citizens if the current land use regulation scheme in and for the above-described use in the City were to be utilized by property owners for these identified overlays prior to a more thorough review;

The City's revision of its Zoning Code for the Cedar Grove and Cedar Grove Agricultural overlays necessitates that this Resolution be enacted as set forth herein; and

(d) It is necessary and in the public interest to delay, for ninety (90) days, the processing of any new applications as set forth below beginning on the passage of this resolution, to ensure that the development of the same are consistent with the long-term planning objectives of the City.

Section 2.

IMPOSITION OF MORATORIUM

(a) There is hereby imposed a moratorium on the acceptance by City staff, boards and commissions ("City staff") of new applications and/or petitions for rezoning and variances with respect to property within the Cedar Grove and Cedar Grove Agricultural overlays that is not connected to applications currently in process prior to this moratorium.

(b) In addition, there is hereby imposed a moratorium on the acceptance and/or processing by City staff of applications, petitions and/or requests for approval and construction of development in CUP zoned land in the Cedar Grove and Cedar Grove Agricultural Overlays from the date of the adoption of this Resolution through August 25, 2021. This paragraph does not apply to building permit applications connected to applications accepted by the City prior to the effective date of this Resolution.

This moratorium shall have no effect upon approvals or permits previously issued or as to development plans previously approved or under review by the City:

(c) The provisions of this Resolution shall not affect the issuance of permits or site plan reviews that have received preliminary or final approval by the City on or before the effective date of this Resolution.

Section 3.

VESTED RIGHTS

The following procedures shall be put in place immediately. Under *Cannon v. Clayton County*, 255 Ga. 63 (1985); *Meeks v. City of Buford*, 275 Ga. 585 (2002); *City of Duluth v. Riverbroke Props.*, 233 Ga. App. 46 (1998), the Supreme Court stated, "Where a landowner makes a substantial change in position by expenditures and reliance on the probability of the issuance of a building permit, based upon an existing zoning resolution and the assurances of zoning officials, he acquires vested rights and entitled to have the permit issued despite a change in the zoning resolution which would otherwise preclude the issuance of a permit." Pursuant to this case, the City recognizes that, unknown to the City, de facto vesting may have occurred. The following procedures are established to provide exemptions from the moratorium where vesting has occurred:

A written application, including verified supporting data, documents and facts, may be made requesting a review by the Mayor and Council at a scheduled meeting of any facts or circumstances which the applicant feels substantiates a claim for vesting and the grant of an exemption.

Section 4.

(a) It is hereby declared to be the intention of the Mayor and 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 ordinances shall be filed with the city clerk.

Section 6.

The effective date of this Resolution shall be May 25, 2021, the date of adoption, unless provided otherwise by the City Charter or state and/or federal law

Section 7.

Instruction to City Clerk: The City Clerk is hereby directed to circulate a copy of this Resolution to the Director of the City Department of Community and Regulatory Affairs and contracted Zoning Consultants promptly following its adoption.

[Signatures and vote tabulations appear and be inserted by the City Clerk on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: 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

DATE: May 25, 2021

SUBJECT: 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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Agenda Summary Sheet (Res Outside Counsel Fee Schedule and Selection)	Cover Memo	5/20/2021
Res Adopting a Fee Schedule and Authorizing the City Attorney to Establish Process for Hiring Outside Counsel (2021)	Cover Memo	5/20/2021
Ordinance to Establish Process for Hiring Outside Counsel 0519 FIS	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Requesting Department		Council District(s) Affected	
Requested Action					
Requirements for Council Action (City specific Council policy, statute or code requirement)					
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)					
Funding Source (if applicable)					
Financial Impact (if applicable)					
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐					
Department Director Approval 				Finance Director Approval 	
Assistant City Manager Approval 	City Attorney Approval 		City Manager Approval 		

**RESOLUTION ADOPTING A SCHEDULE OF FEES AND AUTHORIZING THE CITY
ATTORNEY TO ESTABLISH A PROTOCOL FOR THE EMPLOYMENT AND
MANAGEMENT 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 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 ("GIRMA") policy or other insurance coverage;

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

WHEREAS, the Mayor and City Council for the City of South Fulton (the "Council") periodically must employ outside counsel to represent the City of South Fulton, Georgia (the "City") on certain legal matters due to the nature and/or complexity of the matter or conflicts, including, but not limited to, e.g., bonds or the existence of actual and potential conflicts of interest;

WHEREAS, the Mayor and Council may periodically vote, authorize and/or elect to retain outside counsel to represent City officers or employees under the City's Plan of Defense (City Code Sec. 1-3008) in matters where there is a lack of coverage and/or a conflicts of interest prevents Office of the City Attorney ("City Attorney") from representing the interests of both the City and its officers and/or employees, that are not otherwise covered under the City's Georgia Interlocal Risk Management Agency ("GIRMA") policy or other insurance policies that would provide for the payment of outside counsel;

WHEREAS, in cases where the appropriate judicial officer (e.g., Superior Court Judge), state agency (e.g., State Bar of Georgia, through its promulgated rules or opinions), or the City Attorney determines that a conflict of interest exists which prevents the City Attorney from representing the interests of a City constitutional officer (i.e., mayor, or councilmembers) and/or employees, the City would be required to pay the reasonable fees of the constitutional officer's or employee's outside counsel along with the associated reasonable costs and expenses of the case in accordance with O.C. G. A. § 45-9-21(e)(2);

WHEREAS, the Mayor and Council desires 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 costs and expenses incurred are reasonable and consistent with the prudent expenditure of public money; and

WHEREAS, the Mayor and City Council further desires the City Attorney to establish a protocol governing the employment and management of outside counsel.

NOW, THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows: That the Schedule of Fees for Outside Counsel ("Schedule of Fees") attached hereto as **Exhibit A** is hereby adopted for the purpose of setting the reasonable attorneys' fees for outside counsel.

Section 1. Be it further resolved that the City Attorney is authorized to develop and establish a protocol for the employment and management of outside counsel in accordance with existing City policy or amendments thereto. See Exhibit B, attached hereto.

Section 2. Be IT FURTHER RESOLVED that the Schedule of Fees shall be effective immediately and shall govern all engagements of outside counsel entered on or after the date this Resolution is passed and adopted, including new and modified engagements with existing outside counsel.

Section 3. BE IT FURTHER RESOLVED that the Schedule of Fees may be modified by the Mayor and City Council in their discretion and that the City Attorney's protocol, once established, may be modified by the City Attorney in his or her discretion.

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, 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.

[signature and voting results appear on following page]

EXHIBIT A

SCHEDULE OF FEES FOR OUTSIDE COUNSEL

(Effective May 2021 or Upon Adoption)

The following schedule of fees shall govern the employment of outside counsel:

1. For matters due to their nature, specialization, and/or complexity that require the City of South Fulton to employ outside counsel that is not otherwise covered under the City's Georgia Interlocal Risk Management Agency ("GIRMA") policy or other insurance coverage for the representation and payment of outside counsel, the hourly rate of such outside counsel shall not exceed:

ATTORNEY LEVEL	HOURLY RATE
Sole Practitioner, Partner/Member, "Of Counsel"	\$500.00
Associate	\$300.00
Paralegal	\$110.00

The hourly rate for each specific matter shall be set by the City Attorney within the parameters of this schedule of fees. As governed by the *City of South Fulton Outside Counsel Protocol* developed by the City Attorney, City of South Fulton may also pay all applicable and reasonable court costs, deposition costs, witness fees and compensation, expenses, and other fees and expenses subject to the City Attorney's discretion.

2. For matters due to a conflict of interest (including conflicts governed by O.C.G.A. § 45-9-21(e)) that require the City of South Fulton to employ outside counsel that is not otherwise covered under the City's Georgia Interlocal Risk Management Agency ("GIRMA") policy or other insurance coverage, the hourly rate of such outside conflict counsel shall not exceed:

ATTORNEY LEVEL		HOURLY RATE
Sole Practitioner, Partner/Member, "Of Counsel"		\$400.00
Associate		\$200.00
Paralegal		\$90.00

The hourly rate for each specific matter shall be set by the City Attorney within the parameters of this schedule of fees. As governed by the *City of South Fulton Outside Counsel Protocol* developed by the City Attorney, City of South Fulton may also pay all applicable and reasonable court costs, deposition costs, witness fees and compensation, expenses, and other fees and expenses subject to the City Attorney's discretion.

EXHIBIT A

EXHIBIT B

CITY ATTORNEY'S OUTSIDE COUNSEL PROTOCOL (2021)

The following City of South Fulton ("City") Outside Counsel Protocol ("Protocol") shall apply to all outside attorneys employed by the City to represent the City of South Fulton, Georgia, its officers (including its constitutional officers) and its employees in accordance with existing City Council (the "Council") policy. This Protocol is mandatory for all outside counsel engaged by the City and is an integral part of the terms and conditions under which all outside counsel have agreed to provide legal services paid for by the City. The City encourages outside counsel to consider the nature of public sector representation and adjust their billing arrangements to reflect the need to be prudent in the expenditure of public money.

The City does not intend for this Protocol to impose inflexible or arbitrary restrictions on the way outside counsel provides legal services. Rather, the City prefers to establish clear pre-engagement parameters within which outside counsel will work for the City. The City's ultimate goal is to obtain quality legal services in a cost-effective manner. The City, however, reserves the right, in its sole discretion, to modify or supplement this Protocol from time to time. Changes to the Protocol will be communicated to the law firms representing the City at the time of the changes, and it is the responsibility of each law firm to ensure that it is operating under the most current version of the Protocol or as amended.

1. **Outside Counsel Approval:** Following authorization by the Council, all engagements for representation of the City, its officers (including constitutional officers) and its employees must be approved and executed in writing by the City Attorney. The Mayor and Council, directly or through the City Manager, may, in their discretion, refuse to pay for any representation initiated without the City Attorney's prior written approval and refuse to pay for any services performed or work product prepared without the City Attorney's prior written approval. The decision to terminate an engagement rests in the discretion of the City Attorney.

2. **Attorney-Client Relationship:** This Protocol is not intended to derogate from, replace or remove the obligations and duties which apply to the attorney-client relationship established by applicable laws, regulations and professional rules of conduct. This Protocol is intended to augment and supplement them. The outside counsel's work product, conclusions and communications will be covered by the attorney-client privilege and the work product doctrine to the extent provided by applicable law. Outside counsel shall do all things reasonably necessary to create and preserve the attorney-client privilege and the work product doctrine, and shall maintain the confidentiality of communications, information or documents that are protected by the attorney-client privilege and the work product doctrine until such privilege or doctrine no longer applies or is expressly waived. Outside counsel shall keep records of matters they handle for the City consistent with the Georgia Rules of Professional Conduct and outside attorneys' internal retention practices. If outside counsel receives an Open Records Act request pursuant to O.C.G.A. § 50-18-72, et seq., outside counsel must contact the City Attorney immediately. Outside counsel should refrain from responding to media inquiries about

the legal work they perform for the City and should refer all requests from the media for comments to the City Attorney, who may in his/her discretion may forward such requests to the City's Communication Department or other appropriate person(s) or department(s).

3. *Roles of the City Attorney's Office and Outside Counsel:* Outside counsel (except in the case of conflicts of interest) should work under the consultation, advise and/or direction of the City Attorney to resolve the legal matter for which they were engaged. In cases where outside counsel represents a city official, constitutional officer or employee because a conflict exists, outside counsel should work with the City Attorney to ensure that the official, constitutional officer and/or employee receive adequate, but cost-effective representation. All significant decisions associated with the legal matter for which outside counsel are hired must be reviewed and approved by the City Attorney (except in the case of conflicts of interest). The City Attorney may designate one or more of his/her employees as contact persons for outside counsel. The contact person should be advised of all important meetings, conferences and court appearances and provided with drafts of all important documents sufficiently in advance to allow the contact person a meaningful opportunity to participate or to review the case, as necessary. Once the legal matter is closed, outside counsel must deliver all work product and other case materials to the City Attorney's Office (except in the case of conflicts of interest). Outside attorneys who represent officials, officers and employees in conflict-of-interest cases shall adhere to this Protocol; however, the City of South Fulton's City Attorney's Office will manage those cases in such a way as to avoid any additional conflicts.

4. *Staffing:* The City, through the Office of the City Attorney, hires outside counsel based, in part, on the attorneys' specialized knowledge in areas of local government law and expects outside counsel to staff the matters for which they are engaged with attorneys and paralegals knowledgeable of local government law. The City should not be charged for educating and training new lawyers about the law governing the substantive issue(s) outside attorneys are handling. Nor should the City be charged for internal conferences between attorneys or conferences with staff members. Outside counsel should designate a Relationship Attorney who will serve as the City Attorney's contact for management of the overall relationship between the City Attorney and outside counsel. The Relationship Attorney should always be aware of who is performing any significant work on the matter assigned to outside attorneys and shall insure all work for which the City is being billed is useful and performed in an efficient and ethical manner.

5. *Fee Arrangements:* The City, through the Office of the City Attorney, encourages the use of alternative billing arrangements whenever appropriate for work done by outside counsel. Such alternative billing arrangements could include flat fees for certain aspects of the work; blended rates for all personnel working on the matter; discounts associated with certain aspects of the work; standard government rates comparable to those offered the State of Georgia and other local governments; and similar arrangements.

6. *Effective Management, Billing and Settlement Authority:* Prior to initiating any work on a matter, the Relationship Attorney and the City Attorney should coordinate their roles and agree on the most effective and efficient legal strategy to handle the new matter. The

Relationship Attorney shall develop a projected budget for all transactional and litigation matters, identifying all levels of legal staffing and the projected attorney's fees and expenses associated with each significant task. Outside counsel shall invoice the City Attorney monthly, and each matter shall be invoiced separately. Each invoice shall identify the matter, the timekeepers and the description of the work in sufficient detail to allow the City Attorney to evaluate the nature and scope of the work performed, while protecting attorney-client privileged information. The City should not be charged for non-substantive activities. Outside counsel shall not make any offers, promises or commitments, or accept any offers or notices on behalf of, or purport to bind or obligate the City in any way, unless expressly directed to do so by the City Attorney. Further, only the Mayor and Council may approve the settlement of any claims brought by or against the City or any officials, officers and employees in conflict-of-interest cases.

7. **Expenses:** The City will reimburse outside counsel for reasonable expenses as follows, subject to the City Attorney's discretion:

(a) The cost of filing fees, messenger and overnight delivery charges will be reimbursed at the actual expense incurred.

(b) If outside counsel internally has negotiated a flat fee for computer assisted research, it is expected that the firm will not charge the City for that research in addition to the time spent performing the research by the timekeeper.

(c) The City will not pay for long distance phone calls (telephone and facsimile) and copying charges, secretarial overtime, library services, temporary employees, or purely administrative tasks (whether undertaken by a secretary, paralegal or lawyer) and similar expenses that should be included in outside counsel's overhead without prior approval by the City Attorney.

(d) The City will reimburse outside counsel for reasonable travel expenses associated with the legal work performed on behalf of the City. All travel must be pre-approved by the City Attorney and reflected as accurately as possible in outside counsel's projected budgets. Outside counsel should make travel arrangements consistent with the prudent use of public funds and will not be reimbursed for first class air travel, expenses at luxury hotels or similar expenditures. The City will not pay for time spent traveling unless outside attorneys performed legal work for the City while in route.

(e) The City will not reimburse outside counsel for non-substantive communications with the City Attorney's Office regarding administrative matters inherent in the attorney-client relationship.

(f) The City will refuse reimbursement to outside counsel for all other fees and expenses the City Attorney deems improper or inconsistent with the prudent use of public funds.

8. **Updates on Matters:** Outside counsel shall update the City Attorney on all significant developments in a matter. The City Attorney, or his or her designee, should be thoroughly

informed of all substantive emerging facts, negotiations, settlement efforts and significant status changes in the matter at the time of occurrence. These updates shall be summarized at the end of each billing cycle and included in the monthly billing statements.

EXHIBIT B

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



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval Of A Resolution To Encourage Police Reform

DATE: May 25, 2021

SUBJECT: Request Council Approval Of A Resolution To Encourage Police Reform

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Agenda Summary Sheet (Res Encouraging Gen Assbly to Adopt George Floyd Policing Act)	Cover Memo	5/20/2021
Resolution City of South Fulton Encouraging State of Georgia to Implement Police Reforms (1)	Cover Memo	5/20/2021
COSF Encouraging State of Georgia to Implement Police Reform 0519	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Requesting Department		Council District(s) Affected	
Requested Action					
Requirements for Council Action (City specific Council policy, statute or code requirement)					
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)					
Funding Source (if applicable)					
Financial Impact (if applicable)					
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐					
Department Director Approval 				Finance Director Approval 	
Assistant City Manager Approval 	City Attorney Approval 		City Manager Approval 		

**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 AND FOR OTHER LAWFUL
PURPOSES**

(Sponsored by Councilman Mark Baker)

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, every citizen of the United States and State of Georgia is entitled to the equal protection of the laws;

WHEREAS, a citizen and/or suspect of a crime in Georgia and the United States should receive race neutral encounters, apprehension and/or arrest without regard to race, gender, color or creed;

WHEREAS, there is an undeniable pattern and practice throughout the United States, including the State of Georgia, where black americans under similar circumstances as their white counterparts receive excessive and/or lethal force at a disproportional rate that raises the inference that race of the suspect or citizen must have played a role in the disproportionate treatment;

WHEREAS, some states, e.g., the State of New York have recognized that there remains a state of civil unrest in the United States regarding protesting racism, police brutality and injustice;

WHEREAS, the Governor of the State of New York signed Executive Order Number 203 as an attempt to address this pattern of disproportionate excessive force and injustice against black americans;

WHEREAS, Executive Order Number 203 allows the Governor to take immediate action to eliminate racial inequities in policing, to modify and modernize policing strategies, policies, procedures, and practices that better address the particular needs of black communities to promote public safety, improve community engagement, and foster

trust; especially, after the May 25, 2020 police-involved death of George Floyd in Minnesota;

WHEREAS, Executive Order Number 203 directed each local government entity that has a police agency operating with police officers to perform a comprehensive review of their current police force deployments, strategies, policies, procedures, and practices, and develop a plan to improve such deployments, strategies, policies, procedures, and practices, for the purposes of addressing the particular needs of the communities served by such police agency and promote community engagement to foster trust, fairness, and legitimacy, and to address any racial bias and disproportionate policing of black communities;

WHEREAS, the City of New York, pursuant to Executive Order 203, voted to remove the cloak of qualified immunity from its police departments located in the City of New York;

WHEREAS, on March 3, 2021, the House for the United States Congress passed the George Floyd Justice in Policing Act of 2021 (“Georgia Floyd Act”);

WHEREAS, the George Floyd Act addresses policing practices, law enforcement accountability and restricts the use of certain policing practices, enhances transparency and data collection, and establishes best practices and training requirements.

WHEREAS, the George Floyd Act also recommends the lowering of the criminal intent standard—from willful to knowing or reckless and limits qualified immunity as a defense to liability in a private civil action against a law enforcement office and it establishes a framework to prevent and remedy racial profiling by law enforcement at the federal, state, and local levels. It also limits the unnecessary use of force and restricts the use of no-knock warrants, chokeholds, and carotid holds.

WHEREAS, there is a long and painful history in the State of Georgia of discrimination and mistreatment of blacks and African American citizens dating back to the arrival of the first enslaved Africans in America;

WHEREAS, this recent history includes several incidents involving the police or former police officers that have resulted in the deaths of unarmed civilians, predominantly black and African American men and/or women, that have undermined the public's confidence and trust in our system of law enforcement and criminal justice, and such condition is ongoing and urgently needs to be rectified; and

WHEREAS, these deaths in Georgia include, e.g., Maurice Hampton, Melvin Williams, Rayshard Brooks and Ahmaud Arbery and, in other states, include Oscar Grant, Trayvon Martin, Michael Brown, Tamir Rice, Laquan McDonald, Walter Scott, Freddie Gray, Philando Castile, Antwon Rose Jr., Breanna Taylor, George Floyd and Kurt Reinhold, amongst others,

WHEREAS, the State of Georgia has drafted House Bill 479 to repeal the civil war era law that allowed most residents to arrest someone that they suspected of committing a crime;

WHEREAS, the enactment and passage of House Bill 479 is a start, but does not fully or adequately address the unequal and disparate treatment of African Americans during citizen – police encounters;

WHEREAS, the City Council desires through this Resolution to affirm its commitment to the well-being and safety of all residents, businesses and visitors, and commitment to ending the unauthorized, unnecessary and all too often deadly force directed towards black people;

WHEREAS, this Resolution is in the best interests of the health and general welfare of the citizens of the City of South Fulton, State of Georgia and the Nation.

WHEREAS, the City of South Fulton desires and strongly encourages the Governor and General Assembly through this Resolution to research, explore and convene a police reform committee that will adopt the reforms as set forth in the George Floyd Act or in the State of New York – Executive Order Number 203 for the State of Georgia that will help regain the public confidence and trust in our law enforcement system for all citizens of Georgia, regardless of their color, race, gender, ethnicity or creed.

THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES AND DECLARES the City's commitment to end police brutality, excessive force, racial profiling and other injustices that disproportionately affects people of color and strongly encourages our State and U.S. House and Senate Representatives to join in this movement of fair, equal and transparent policing in the City of South Fulton and throughout the State of Georgia.

Section 1. 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, 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 2. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 3. The effective date of this Resolution shall be 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: COSF Encouraging State of Georgia to Implement Police Reform

CONCLUSION

The City of South Fulton desires and strongly encourages the Governor and General Assembly through this Resolution to research, explore and convene a police reform committee that will adopt the reforms as set forth in the George Floyd Act or in the State of New York – Executive Order Number 203 for the State of Georgia. The goal is to help regain public confidence and trust in our law enforcement system for all citizens of Georgia, regardless of their color, race, gender, ethnicity or creed.

BACKGROUND

The City is a municipal corporation duly organized and existing under the laws of the State of Georgia. The City, believes and supports that a citizen and/or suspect of a crime in Georgia and the United States should receive race neutral encounters, apprehension and/or arrest without regard to race, gender, color or creed. Moreover, there is an undeniable pattern and practice throughout the United States, including the State of Georgia, where black Americans under similar circumstances as their white counterparts receive excessive and or lethal force at a disproportional rate.

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



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: 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

DATE: May 25, 2021

SUBJECT: 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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Agenda Summary Sheet (Res recognizing Exonerated Five and Implementing New Interrogation Police Policies)	Cover Memo	5/20/2021
COSF Exonerated Five Interrogation Policy (Baker)	Cover Memo	5/20/2021
FIS - COSF Exonerated Five Interrogation Policy	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Council District(s) Affected
Requesting Department		
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

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**

4
5 **A RESOLUTION RECOGNIZING THE INJUSTICE COMMITTED AGAINST THE**
6 **EXONERATED FIVE; CREATING A CODE OF CONDUCT WITHIN THE CITY TO BE**
7 **KNOWN AS THE EXONERATED FIVE YOUTH INTERROGATION POLICY AND FOR**
8 **OTHER LAWFUL PURPOSES**
9

10 **(Sponsored by Councilman Baker)**
11

12 **WHEREAS**, the City of South Fulton ("City" or "COSF") is a municipal corporation
13 duly organized and existing under the laws of the State of Georgia;
14

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

17 **WHEREAS**, the City County is dedicated to ensuring equity and fair treatment
18 within the City;
19

20 **WHEREAS**, in April of 1989, the assault of a female jogger in the state of New
21 York led to the quick arrest and wrongful conviction of five black and Latino children:
22 Antron McCray, 15, Kevin Richardson, 15, Yusef Salaam, 15, Raymond Santana, 14, and
23 Korey Wise, 16 (known as the "Exonerated Five");
24

25 **WHEREAS**, after serving prison sentences that spanned from six to thirteen years,
26 DNA evidence and a confession proved that convicted rapist Matias Reyes committed
27 the heinous crime and not the Exonerated Five;
28

29 **WHEREAS**, the wrongful convictions against the Exonerated Five were thereafter
30 vacated;
31

32 **WHEREAS**, the wrongful convictions of the Exonerated Five have highlighted the
33 fact that children are especially vulnerable to offering false confessions during
34 interrogation;
35

36 **WHEREAS**, the National Registry of Exonerations has reported that up to 38% of
37 the exonerations of crimes allegedly committed by children involved false confessions;
38

39 **WHEREAS**, the City Council desires through this Resolution to create positive
40 change in recognition of the gross injustices committed against the Exonerated Five and
41 others; and

42 **WHEREAS**, the City Council further desires through this Resolution to help reduce
43 the risk of false confessions by children within the City in protection of its most vulnerable;

44 **WHEREAS**, this Resolution shall be known as the **COSF Exonerated Five Youth**
45 **Interrogation Policy**; and

47 **WHEREAS**, this Resolution is in the best interests of the health, protection and
48 general welfare of the City, U.S. and world.

50 **THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY**
51 **RESOLVES** as follows:

52
53 **Section 1. COSF Exonerated Five Youth Interrogation Policy.** The City Police
54 Chief is hereby instructed to cause for City police general operating procedures to be
55 updated within thirty days of the effective date of this Resolution, to include the following
56 policy:

57
58 Where a person under the age of eighteen years of age ("Minor") is subject to
59 interrogation by a City police officer, the interrogation, including the giving of any required
60 notice to the Child as to his or her rights, shall be video recorded in a manner such that
61 persons in the recording are identifiable and the speech is intelligible.

62
63 *****

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

68 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
69 clause or phrase of this Resolution is severable from every other section, paragraph,
70 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause
71 or phrase of this Resolution is mutually dependent upon any other section, paragraph,
72 sentence, clause or phrase of this Resolution.

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

80 **Section 3.** The city attorney and city clerk are authorized to make non-substantive
81 editing and renumbering revisions to this Resolution for proofing, codification, and
82 supplementation purposes. The final version of all resolutions shall be filed with the city
83 clerk.

84 **Section 4.** The effective date of this Resolution shall be the date of adoption,
85 unless provided otherwise by the City Charter or state and/or federal law.
86

87 **Section 5.** The admissibility of all confessions shall be determined in accordance
88 with state and federal law. Nothing in this Resolution shall be interpreted to conflict with
89 and or limit the admissibility of any confession under state and/or federal law. A willful
90 violation of the policy established under this Resolution shall subject the offender to
91 disciplinary action.
92

The foregoing RESOLUTION No. 2021-_____, adopted on _____
was offered by Councilmember _____, who moved its approval. The motion
was seconded by Councilmember _____, and being put to a vote, the result
was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Carmalitha Gumbs,	_____	_____
Catherine Foster Rowell	_____	_____
Helen Zenobia Willis, Mayor Pro Tem	_____	_____
Gertrude Naeema Gilyard	_____	_____
Corey Reeves	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2021. **CITY OF
SOUTH FULTON, GEORGIA**

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

CORY E. ADAMS, CITY CLERK

APPROVED AS TO FORM:

EMILIA WALKER, 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: COSF Exonerated Five Interrogation Policy

CONCLUSION

The City Council desires through this Resolution to create positive change in recognition of the gross injustices committed against the Exonerated Five and others. The City Police Chief is hereby instructed to update City police general operating procedures within thirty days of the effective date of this Resolution.

BACKGROUND

In April of 1989, the assault of a female jogger in the state of New York led to the quick arrest and wrongful conviction of five black and Latino children. After serving prison sentences that spanned from six to thirteen years, DNA evidence and a confession proved that convicted rapist Matias Reyes committed the heinous crime and not the Exonerated Five.

FINANCIAL IMPACT

There is no determinable financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocations.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of A Resolution To Make Eliminating Racial Disparities and Income Inequality Public Policy Priorities Within The City of South Fulton

DATE: May 25, 2021

SUBJECT: Request Council Approval of A Resolution To Make Eliminating Racial Disparities and Income Inequality Public Policy Priorities Within The City of South Fulton

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Agenda Summary Sheet (Res seeking to recognize racial and income inequities)	Cover Memo	5/20/2021
Racial and Income Inequality A Public Health Crisis (khalid)	Cover Memo	5/20/2021
FIS- Racial and Income Inequality	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Requesting Department		Council District(s) Affected	
Requested Action					
Requirements for Council Action (City specific Council policy, statute or code requirement)					
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)					
Funding Source (if applicable)					
Financial Impact (if applicable)					
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐					
Department Director Approval				Finance Director Approval	
Assistant City Manager Approval	City Attorney Approval		City Manager Approval		

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**

4
5 **A RESOLUTION TO MAKE ELIMINATING**
6 **RACIAL DISPARITIES AND INCOME INEQUALITY**
7 **PUBLIC POLICY PRIORITIES WITHIN THE CITY OF SOUTH FULTON**

8
9 **(Sponsored by Councilmembers khalid and Gilyard)**

10
11 *Plain Text Explanation: The City Council desires through this resolution to make*
12 *combating racial and income inequality a component in City Council's policymaking.*
13

14 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
15 organized and existing under the laws of the State of Georgia;
16

17 **WHEREAS**, the duly elected governing authority of the City is the Mayor and
18 Council thereof ("City Council");
19

20 **WHEREAS**, a primary purpose for the public collection of race, ethnicity and
21 income data is for enforcement and evaluation of laws prohibiting discrimination based
22 on race, ethnicity and income;
23

24 **WHEREAS**, in March 1968, a National Advisory Commission on Civil Disorders,
25 known as the Kerner Commission, declared that bad policing practices, a flawed justice
26 system, unscrupulous consumer credit practices, poor or inadequate housing, high
27 unemployment, voter suppression, and other culturally embedded forms of racial
28 discrimination all converged to propel violent upheaval in predominantly African-American
29 neighborhoods across America;
30

31 **WHEREAS**, the Kerner Commission revealed that African-American students are
32 3.5 times more likely than their white classmates to be suspended or expelled, and racial
33 minorities and children with disabilities are disproportionately represented in the school-
34 to-prison pipeline;
35

36 **WHEREAS**, numerous studies have shown that: 1) Black and Hispanic
37 communities are exposed to higher proportions of air pollution, toxic waste sites, landfills,
38 lead poisoning, and other industrial complexes compared to white counterparts; 2) an
39 estimated 70% of contaminated waste sites are located in low-income neighborhoods,
40 and 3) an upwards of 2 million Americans live within a mile of sites that are vulnerable to
41 flooding — the majority of which are in Black and brown communities;
42

43 **WHEREAS**, according to the Center for Budget and Policy Priorities' Gini Index of
44 the United States Census Bureau's American Community Survey (ACS) and reports by
45 Bloomberg and Brookings Institution, the Metropolitan Atlanta Area ranks number one in
46 income inequality for the past 4 years, and in the top 10 for income inequality amongst

American cities for over a decade, with the wealth gap between the Metro-Atlanta area's richest and poorest growing;

WHEREAS, according to a 2016 report by the Brookings Institution, the net worth of a typical white American family is nearly ten times greater than that of a Black family;

WHEREAS, according to the United States Census Bureau in the first quarter of 2020, 44 percent of black families owned their home, compared with 73.7 percent of white families;

WHEREAS, in multiple studies, after accounting for all other factors, race and ethnicity remain the most significant predictors of health, economic and criminal justice outcomes; and family education and income remain the most significant predictor of educational outcomes;

WHEREAS, the City Council desires through this resolution to make the amelioration racial and income inequality a consideration in policymaking;

WHEREAS, this Resolution is in the best interests of the health, protection and general welfare of the City, U.S. and world.

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES as follows:

Section 1. As a matter of public policy, the City of South Fulton shall:

1. Assess internal policies and procedures to ensure racial and income equity is a component of City policies.

2. Work to create an inclusive organization and identify specific activities to decrease income inequality.

3. Incorporate inclusion and equity, and offer educational training to explain the difference between equality and equity and expand employees' understanding of how systemic racism affects people, particularly residents of South Fulton.

4. Advocate for policies that improve physical and mental health in communities of color.

5. Encourage other local, state and national entities to recognize racism as a public health crisis.

Section 2. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were,

91 upon their enactment, believed by the City Council to be fully valid, enforceable and
92 constitutional.

93 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
94 clause or phrase of this Resolution is severable from every other section, paragraph,
95 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause
96 or phrase of this Resolution is mutually dependent upon any other section, paragraph,
97 sentence, clause or phrase of this Resolution.

98 (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution
99 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
100 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is
101 the express intent of the City Council that such invalidity, unconstitutionality or
102 unenforceability shall, to the greatest extent allowed by law, not render invalid,
103 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
104 sentences, paragraphs or sections of the Resolution.
105

106 **Section 3.** The city attorney and city clerk are authorized to make non-substantive
107 editing and renumbering revisions to this Resolution for proofing, codification, and
108 supplementation purposes. The final version of all resolutions shall be filed with the city
109 clerk.
110

111 **Section 4.** The effective date of this Resolution shall be the date of adoption, unless
112 provided otherwise by the City Charter or state and/or federal law.
113
114

The foregoing RESOLUTION No. 2021-_____, adopted on _____
was offered by Councilmember _____, who moved its approval. The motion
was seconded by Councilmember _____, and being put to a vote, the result
was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Carmalitha Gumbs	_____	_____
Catherine Foster Rowell	_____	_____
Helen Zenobia Willis, Mayor Pro Tem	_____	_____
Gertrude Naeema Gilyard	_____	_____
Corey Reeves	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2021. **CITY OF
SOUTH FULTON, GEORGIA**

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

CORY E. ADAMS, 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 

FROM: Sydnee Heidt

DATE: April 28, 2021

SUBJECT: Racial and Income Inequality

CONCLUSION

The City Council desires through this resolution to make combating racial and income inequality a key consideration in policymaking.

BACKGROUND

In March 1968, a National Advisory Commission on Civil Disorders known as the Kerner Commission declared that various practices have converged to propel violent upheaval in predominantly African American neighborhoods across America. The Commission's stance blamed bad policing practices, a flawed justice system, unscrupulous consumer credit practices, poor or inadequate housing, high unemployment, voter suppression, and other culturally embedded forms of racial discrimination.

FINANCIAL IMPACT

There is no determinable financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocations.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: First Reading of FY21 Budget Amendment Number 3
Ordinance

DATE: May 25, 2021

SUBJECT: First Reading of FY21 Budget Amendment Number 3
Ordinance

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Mid-year FY21 Amendment (Finance)	Cover Memo	5/20/2021

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

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**
4

5
6 **AN ORDINANCE TO AMEND THE FISCAL YEAR 2021 BUDGET FOR**
7 **EACH FUND OF THE CITY OF SOUTH FULTON, GEORGIA,**
8 **APPROPRIATING THE AMOUNTS SHOWING IN EACH FUND AS**
9 **EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF**
10 **REVENUE ANTICIPATIONS, PROHIBITING EXPENDITURES OR**
11 **EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE**
12 **AND FOR OTHER LAWFUL PURPOSES**
13

14 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
15 organized and existing under the laws of the State of Georgia;
16

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

19 **WHEREAS**, sound governmental operations require a budget in order to plan
20 the financing of services for City residents;
21

22 **WHEREAS**, O.C.G.A. § 36-81-1 requires a balanced budget for the City's fiscal
23 year, which runs from October 1st to September 30th of each year;
24

25 **WHEREAS**, O.C.G.A. § 36-81-3 authorizes a local government to amend "its
26 budget so as to adapt to changing governmental needs during the budget period."
27

28 **WHEREAS**, Section 6.27 of the City Charter provides that "the City Council by
29 majority vote may make changes in the appropriations contained in the current
30 operating budget at any regular meeting or special or emergency meeting called for
31 such purposes;"
32

33 **WHEREAS**, the City Council has reviewed the amended budget as presented
34 by the City Manager;
35

36 **WHEREAS**, each of these funds is a balanced budget, so that anticipated
37 revenues and other financial resources for each fund equal the proposed expenditures
38 or expenses;
39

40 **WHEREAS**, the City Council wishes by this ordinance to amend its Fiscal Year
41 2021 annual budget effective from October 1, 2020 through September 30, 2021; and
42

43 **WHEREAS**, this Ordinance will benefit the health and general welfare of the
44 City, its citizens and general public.
45

46 **NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON**
 47 **HEREBY ORDAINS** as follows:

48 **Section 1. Amendment of Budget.** The amended Fiscal Year 2021 Budget, attached
 49 hereto and incorporated herein as a part of this ordinance, is hereby adopted as the
 50 final budget for the City for the Fiscal Year 2021, which begins October 1, 2020 and
 51 ends September 30, 2021. A summary is copied below of the Proposed Fiscal Year
 52 2021 budget

53
54

**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	

55
56
57
58
59

- 60 1. **Appropriation.** That the several items of revenues, expenditures, other
61 financial resources, and sources of cash shown in the budget for each fund in
62 the amounts shown within the Adopted Fiscal Year 2021 Budget are hereby
63 amended, and that the several amounts shown in the budget for each fund as
64 proposed expenditures or expenses and uses of cash are hereby appropriated
65 to the departments named in each fund.
66
- 67 2. **Legal Level of Control.** That the “legal level of control” as defined in O.C.G.A.
68 § 36-81-2 is set at the department level, meaning that the City Manager in
69 his/her capacity is authorized to move appropriations from one line item to
70 another within a department, but under no circumstances may expenditures or
71 expenses exceed the amount appropriated for a department without a further
72 budget amendment approved by the City Council.
73
- 74 3. **Expiration of Appropriations.** That all appropriations shall lapse at the end of
75 the fiscal year.
76

77 *****
78

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

83 (b) To the greatest extent allowed by law, each and every section, paragraph,
84 sentence, clause or phrase of this Ordinance is severable from every other section,
85 paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph,
86 sentence, clause or phrase of this Ordinance is mutually dependent upon any other
87 section, paragraph, sentence, clause or phrase of this Resolution.

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

95 **Section 3.** All Ordinance and Resolutions in conflict herewith are hereby expressly
96 repealed.

97 **Section 4.** The City Attorney, City Clerk and contracted City Codifier are authorized
98 to make non-substantive formatting and renumbering edits to this ordinance for
99 proofing, codification, and supplementation purposes. The final version of all
100 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

146
147
148
149
150
151 The foregoing **ORDINANCE No. 2021-xxx** was adopted on _____
152 was moved for approval by Councilmember _____ and seconded by
153 Councilmember _____, and being put to a vote, the result was
154 as follows:

155155

156 **“SECOND READING”**

157157

158158

159159

160

AYE

NAY

161161

162 William “Bill” Edwards, Mayor

163 Mark Baker, Mayor Pro Tem

164 Catherine Foster Rowell

165 Carmalitha Lizandra Gumbs

166 Helen Zenobia Willis

167 Gertrude Naeema Gilyard

168 Corey Reeves

169 Khalid Kamau

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: First Reading of An Ordinance Creating A Trayvon Wilkens Memorial Pedestrian Fund

DATE: May 25, 2021

SUBJECT: First Reading of An Ordinance Creating A Trayvon Wilkens Memorial Pedestrian Fund

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Agenda Summary Sheet (Ord Establishing Trayvon Wilkens Pedestrian Fund)	Cover Memo	5/20/2021
Pedestrian Safety Fund (khalid) rev 1 (vdh)	Cover Memo	5/20/2021
FIS - Pedestrian Safety Fund	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Council District(s) Affected
Requesting Department		
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 IMPROVEMENTS 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 (I), 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



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: First Reading of An Ordinance To Provide For A Plan of Defense and Outside Counsel Fees

DATE: May 25, 2021

SUBJECT: First Reading of An Ordinance To Provide For A Plan of Defense and Outside Counsel Fees

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	5/20/2021
Ord Plan of Defense for Officers and Employees (Catherine Rowell)	Cover Memo	5/20/2021
FIS - Plan of Defense for Officers and Employees	Cover Memo	5/20/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Council District(s) Affected
Requesting Department		
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” followed them.

Charter: the word “Charter” shall mean the Charter of the city, as it now exists or as it may be amended in the future.

Claim includes all claims presented against an employee or elected official prior to institution of a proceeding.

Elected Official means each council member that has been elected by majority vote of the qualified electors of his or her respective council district voting at the elections of the city.

Employee means the members of the governing body of the City of South Fulton, Georgia, supervisors, employees, and other elected or appointed officers and their appointees and employees.

“No sum” is intended to exclude payment of any sum whatsoever including but not limited to compensatory damages, punitive damages, attorney’s fees and costs.

Proceeding means any matter of a civil nature in or before any court or agency of this state or of any other state or of the United States.

The City of South Fulton shall indemnify, hold harmless, and defend a City employee or elected official, as permitted by federal, state and local laws and consistent with subsection (d) of this Code for any liability that may arise from acts or omissions committed by the employee, or elected official where said acts or omissions were made without willfulness, malice or corruption either while performing duties as an elected official or during the course and within the scope of City employment for the City.

(b) *Defense of employees.* Whenever any claim is made or proceeding is brought against an employee, either against him asserting personal liability for damages or expenses arising out of the performance of his duties or in any way connected therewith, whether based on negligence, violation of contract rights, or violation of civil, constitutional, common law, or other statutory rights and including, professional disciplinary proceedings, whether federal, state, or local, the City shall, upon his timely written request, provide for his defense unless otherwise limited by the terms of this division.

(c) *Defense of elected officials.* Whenever any claim is made or proceeding is brought against an elected official while performing his/her duties as an elected official or during the course and scope of City employment or volunteer activity for or on behalf of the City and results in a claim or proceeding either against him/her asserting personal liability for damages or expenses arising out of the performance of his/her duties or in any way connected therewith, whether based on negligence, violation of contract rights, or violation of civil, constitutional, common law, or other statutory rights and including, professional disciplinary proceedings, whether federal, state, or

local, the City shall, upon timely written request, provide for his/her defense unless otherwise limited by the terms of this division.

The City shall have no duty to indemnify, hold harmless or defend a City employee or elected official with regards to the following:

(d) *Grounds for refusal of defense.*

- (1) The City may refuse to provide for the defense of a claim or proceeding brought against an employee if it determines that:
 - a. The act or omission did not arise out of and in the course of his/her employment;
 - b. The employee acted or failed to act because of actual fraud, corruption, or actual malice on his/her part;
 - c. Provision of a defense against the claim or proceeding would not be in the best interests of the City of South Fulton, Georgia;
 - d. The proceeding is a criminal prosecution; provided, however, that a defense shall not be refused where the criminal prosecution is one for an alleged violation of the Georgia Open Records Act or Georgia Open Meetings Act, and it is determined that the charged employee, officer, or elected official has acted in good faith to comply with the subject Act and has substantially complied with all city policies relating to the subject Act, which determination shall be made by city council;
 - e. The request was not timely made;
 - f. The claim arises out of an act or omission at a time when the employee was under the influence of drugs or intoxicants; or
 - g. The act or omission giving rise to the claims was in direct disobedience of an order or instructions of a superior or in contravention of established City policy.
 - h. The employee fails to cooperate in the defense of a claim or proceeding which arises after June 1, 2021.
- (2) The determinations required by this section shall be made by the council. For any claim or proceeding that arises after June 1, 2021 or after adoption, the council may refuse, at any time, prior to or after the approval or assumption of the defense, to provide for the defense of an employee if it is determined that any of the grounds for refusal set forth in this section exist.
- (3) Upon approval of the defense of a claim or proceeding against an employee, the council shall refer the matter to the City Attorney for disposition or referral to the Georgia Interlocal Risk Management Agency ("GIRMA"), if applicable. In the event two or more employees or groups of employees are involved, and the interest of one employee or group of employees' conflicts with the interests of another employee or group of employees, the council shall specify which employee or group of employees shall be represented by the City Attorney, GIRMA, if applicable, and/or shall authorize other employees or groups of

employees to employ outside or other counsel at the expense of the City. However, the selection and compensation of such other counsel shall be subject to the prior approval by the council.

(e) *Payment of judgments; compromise and settlement of claims.*

- (1) Where defense of a claim or proceeding against an employee, elected official is provided by this division, all final judgments awarded to courts of competent jurisdiction against the employee in proceedings to which this division applies or any amount payable under any settlement of such proceeding or of claims in accordance with this division shall be paid by the City as hereinafter provided. All compromises of claims or proceedings governed by this division shall be submitted to the council and Mayor for their prior approval.
 - (2) Notwithstanding the foregoing, payment of settlements, compromises, judgments and claims shall be limited as follows for any claim or proceeding which arises after June 1, 2021 or after adoption of this Ordinance.
 - a. No sum shall be paid on behalf of any employee who admits, in any sworn statement, administrative, judicial or other legal proceedings, to knowingly and intentionally violated state or federal law and/or the City's policies and procedures.
 - b. Whenever there is a final determination by a court of competent jurisdiction that the officer or employee, with respect to the act or failure to act giving rise to the subject claim, acted or failed to act because of actual fraud, corruption, or actual malice, the officer or employee shall be required to reimburse the City any amounts paid in defense of the claim, and any amounts paid as a judgment, compromise, or settlement of such claim.
- (f) *Exclusions.* There is excluded further from the operation of this article any claim or proceeding as to which insurance is provided by the City of South Fulton or its insurers.
- (g) *Construction of section.* Nothing herein contained shall be deemed to constitute a waiver of any type of immunity afforded by law. Nothing herein contained shall be deemed to constitute the elected or appointed officials and their appointees and employees as employees of the City of South Fulton, except for purposes of this division.

State Law reference— Defense and indemnification of governing body, O.C.G.A. § 45-9-20 et seq.

Section 2. The City of South Fulton Code of Ordinances, Title 1, Administration, Chapter 3, Mayor and Council, Sections 1-3009 is hereby amended to remove the designation as reserved under the City Code and to read as follows:

Sec. 1-3009 - Selection of outside counsel.

(a) The selection of outside counsel to represent the City of South Fulton, any elected or appointed officer or official, employee, board, agency, or office (collectively, "city-related entities") shall be made by the city council, upon consultation with, and recommendation from, the City Attorney.

(b) The City of South Fulton shall not retain or engage any outside attorney or law firm to represent a city-related entity if such outside attorney or law firm represents any person or entity in any pending claim or lawsuit against the City of South Fulton and/or any other city-related entity, except that this policy prohibiting the City of South Fulton from employing law firms who have suits pending against the city is not applicable where the lawsuit filed against the City of South Fulton involves a zoning matter with no claims for damages of any kind, including attorneys' fees.

(c) In the event that any city-related entity purports to retain or engage any outside attorney or law firm in violation of subsection (a) herein, whether the outside attorney or law firm was retained by the city-related entity to represent any person or entity in any pending claim or lawsuit against the City of South Fulton and/or any other city-related entity, or for any other matter, any and all financial obligations, damages, or claims resulting from such purported retention or engagement shall not be paid from taxpayer funds, the city treasury or other funds included within any budget approved by the City of South Fulton's City Council.

(d) In the event that, as of the effective date of this Section 1-3009, any city-related entity is utilizing the services of an outside attorney or law firm whose retention or engagement would be prohibited by this section, such representation shall be transitioned to other legal counsel in accordance with the procedures set forth in subsection (a) above within 90 days or such time period that will allow for the orderly and safe transition of all matters to other legal counsel from the effective date of this section.

(e) The City Attorney shall be authorized to waive the provisions of subsection (b) above on a case-by-case basis, if the city attorney determines that 1) such representation is not prohibited by the Rules of Professional Conduct of the State Bar of Georgia, 2) the separate representation does not involve a claim for any monetary damages against the city and/or other city-related entity, and 3) otherwise will not adversely affect the interests of the City of South Fulton or any other city-related entity.

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

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

this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

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

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

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

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

Tammi Saddler Jones
CITY MANAGER



Nina Robinson
Interim Finance Director

MEMORANDUM

TO: Nina Robinson 
FROM: Sydnee Heidt
DATE: May 19, 2021
SUBJECT: Plan of Defense for Officers and Employees

CONCLUSION

The City desires to amend its code of ordinance to provide for a plan of defense of its officers and employees and payment of claims and judgements for which legal conflict and or coverage does not exist and for the selection of outside counsel.

BACKGROUND

The City is a municipal corporation duly organized and existing under the laws of the State of Georgia.

FINANCIAL IMPACT

There will be an undeterminable financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocation. This undeterminable financial impact could impact City appropriations/allocation in future fiscal years as well.