

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - REGULAR COUNCIL MEETING
Tuesday, March 23, 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 February 23, 2021 (City Clerk)
 - 2. Request Council Approval of City Council Work Session Minutes from March 9, 2021 (City Clerk)
 - 3. Request Council Approval of City Council Zoning Public Hearing Minutes from March 9, 2021 (City Clerk)
- VII. Public Hearing(s)
 - 4. Request Council Approval of a Request for Alcohol License Revocation: re Pro Entertainment Enterprise, Inc., dba South Beach (Police)
 - 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)

VIII. Public Comments

Speakers will be granted a total of two (2) minutes each and public comments will not exceed thirty (30) minutes. Speakers will not be allowed to yield or donate their time to other speakers. Speakers must identify themselves and their addresses prior to speaking. Speakers may only address the Presiding Officer, shall observe all rules of decorum. No debate, disrespect or obscenities shall be tolerated. The Presiding Officer shall rule any such individual out of order that fails to comply with the foregoing.

IX. Council Comments

X. Consent Agenda Items

6. Mayor/Council Proclamations for Spreading on the Minutes:

- American Red Cross Month (**Councilmember Gumbs**)
- George Allen Bynoe Day (**Councilmember Rowell**)
- Haroun Shahid Wakil Appreciation Day (**Councilmember Baker**)
- Haroun Shahid Wakil Day (**Councilmember khalid**)
- Jasiel "Yung Joc" Robinson Day (**Councilmember khalid**)
- Ray Mills Day (**Councilmember khalid**)
- Sam Thompkins Appreciation Day (**Councilmember Rowell**)
- South Fulton Educators Day (**Mayor Edwards**)
- Vernon Jordan Day (**Councilmember khalid**)

7. Request Council confirmation of the following recorded development plats as approved by the City Engineer pursuant to Section 4.2.2.E of the Subdivision Regulations, Appendix D:

1. confirm the recorded plat for Queen Anne in Tapestry at Le Jardin
2. confirm the recorded plat for Camp Creek Village Phase 3
3. confirm the recorded plat for Riggins Ridge Phase 3B
4. confirm the recorded plat for Jackson Estate at Ono Road

8. Request Council Approval to enter into a Memorandum of Understanding with the Atlanta Hawks Foundation, Inc. and accept a donation in the amount of \$115,000 from the Atlanta Hawks Foundation for the renovation of the "Art Room" at Welcome All Park (Parks, Recreation & Cultural Affairs)
9. Request Council Approval to enter into a Memorandum of Understanding with the United States Secret Service (Police)
10. Request Council Approval to enter into a Memorandum of Understanding with Georgia Emergency Management and Homeland Security Agency to submit an application for the Explosive Ordnance Detection (EOD) K-9 Grant (Police)
11. Request Council Approval to enter into a Memorandum of Understanding with the National Sheriffs Association to participate in the RAPIDS project (Police)
12. Request Council Approval of a Resolution confirming matching funds in the amount of \$30,000 for a comprehensive update to the Old National LCI (CDRA)

13. Request Council Approval of the Right of Way Agreement with the Georgia Department of Transportation to receive up to \$504,000 of federal funds for Rights of Way acquisition for the Old National Highway (SR279) Phase II pedestrian facilities project with a match of \$126,000 (Public Works)
14. Request Council Approval to renew the Microsoft Enterprise Agreement in an amount not to exceed \$350,000 (IT)
15. Request Council Approval of a Resolution authorizing the City Manager and/or her/his designee to sign Non-Disclosure Agreements (NDA) for Economic Development projects (City Manager)
16. Request Council Approval of a Resolution authorizing the City Manager and/or her/his designee to sign MS4 Permit related documentation (Public Works)

XI. Previous Agenda Items

17. Request Council Approval of a Resolution Establishing Media and Communications Requirements for the City Communications Department **(Councilmembers Willis and Gumbs)** (Item was held at the February 23, 2021 Council Meeting)
18. Request Council Approval to establish a policy to only hear zoning cases at zoning public hearings on the 2nd Tuesday of each month at 6:00 PM and to vote on the same zoning cases at the next Regular Council Meeting held on the 4th Tuesday at 4:00 PM. **(Councilmember Willis)** (Item was held at the February 23, 2021 Council Meeting)
19. Second Reading and Request Council Approval of FY21 Budget Amendment #2 Ordinance (Finance)
20. Second Reading and Request Council Approval of An Ordinance Enhancing Operational Efficiency; Amending Section 4.13, City Clerk, of the City of South Fulton Charter **(Councilmember Rowell)**
21. Second Reading and Request Council Approval of Amended Parking Ordinance **(Mayor Edwards and Councilmember Willis)**
22. Second Reading and Request Council Approval of Parking Ordinance Recognizing City of South Fulton Veterans **(Councilmembers Gumbs and Reeves)**

XII. Agenda Items

23. Request Council Approval of Resolution Establishing a 180 Day Moratorium on the Acceptance of any Rezoning Applications, Site Plans, Construction Permit Applications for 1) Subdivisions or Multi-Family Developments Consisting of 3 or More Residential Units 2) Industrial Uses and 3) Residential Rental Purposes, Extended Stay Residential Facilities, Nail Salons and Barbershops or other similar accommodations and/or Businesses Located within the City of South Fulton. **(Councilmembers Gumbs, Rowell, Gilyard and Willis)**
24. First Reading of Proposed Changes to the False Alarm Ordinance (Police)

25. First Reading of Amendments to Title 2 – Taxation of the City’s Ordinance regarding the Procedures for Denial, Suspension or Revocation of Occupation Tax Certificate. **(Councilmember Willis)**

XIII. Executive Session

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

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

XIV. Adjournment of Meeting

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - REGULAR COUNCIL MEETING
Tuesday, February 23, 2021, 4:00 PM



REGULAR MEETING MINUTES

I. Meeting Called to Order

Minutes:

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

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

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

Following the roll call by the City Clerk, a quorum was established. Councilmember Gilyard was absent from the meeting.

II. Invocation - Pastor Warren L. Henry, Sr., City Chaplain

Minutes:

The invocation was rendered by Pastor Warren Henry, Chaplain.

III. Pledge of Allegiance

Minutes:

The pledge of allegiance was recited in unison.

IV. Adoption of Council Agenda

Motion (Approve as Amended): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to adopt the Regular Meeting agenda with an amendment by Councilmember Willis to add an item to the agenda seeking Council approval to establish a policy to only hear zoning cases at zoning public hearings on the 2nd Tuesday of each month at 6:00 PM and to vote on the same zoning cases at the next Regular Council Meeting held on the 4th Tuesday at 4:00 PM.

The motion was approved 6-0.

V. Approval of City Council Meeting Minutes

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Withdrawn]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

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

Regular Meeting from January 12, 2021

Work Session Meeting from February 9, 2021

Zoning Public Hearing from February 9, 2021

The motion was withdrawn.

Motion (Approve): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0
Abstain: 1 khalid
Not Voting: 1 Gilyard

Minutes:

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

Regular Meeting from January 12, 2021

Work Session Meeting from February 9, 2021

Zoning Public Hearing from February 9, 2021

The motion was approved 5-0-1. Councilmember khalid abstained and stated for the record that he supports Consent Agenda items 6,8,9,10,11, and 13 from the January 12 Council Meeting Consent Agenda.

Motion (): Councilmember Willis

Second: Councilmember Gumbs

[Motion]

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

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to approve the following process for voting on and listing Consent Agenda items:

The Consent Agenda may be approved by a majority vote of the Council. The vote will be recorded as approved by the majority. If a member votes nay, the vote will be recorded as no for the entire Consent Agenda. If there are individual items that need to be discussed, those items may be removed by a majority vote of the Council. No items can be added to the Consent Agenda, items may only be removed by a majority vote of the Council.

The motion was approved 6-0.

1. Request Council Approval of City Council Regular Meeting Minutes from January 12, 2021 (City Clerk)
2. Request Council Approval of City Council Work Session Minutes from February 9, 2021 (City Clerk)
3. Request Council Approval of City Council Zoning Public Hearing Minutes from February 9, 2021 (City Clerk)

VI. Public Hearing(s)

4. City of South Fulton Comprehensive Plan Kick-off (CDRA)

Minutes:

Shayla Reed, Director of the Department of Community Development and Regulatory Affairs detailed the timeline and outline for the City of South Fulton Comprehensive Plan Kick-Off. The public will be able to participate in community engagement meetings throughout the year leading to the deadline to submit the City's Comprehensive Plan to the State of Georgia by October 31, 2021. A public engagement calendar will be developed and distributed when complete.

Public Hearing Held. No Public Comments submitted.

VII. Public Comments

Minutes:

There were 7 speakers who submitted public comment as follows:

- 1. Lekisa Williams, District 7: Supports additional greenspaces, shopping and dining areas in the City.**
- 2. Pamela Harris, District 1: Opposed to additional warehouses in the City, Opposed to any residential development below \$500,000, Supports more commercial development**
- 3. Jewel Johnson, District 1: Opposed to any residential development below \$5000,000**
- 4. Khari Arnold: Seeks implementation of additional measures banning no-knock raids.**
- 5. Michael Williams, District 2: Submitted multiple quality of life concerns**
- 6. Gloria Willaims, District 2: Seeks moratorium and opposed to any residential development below \$5000,000 and seeks to limit the number of detached, single-family and townhomes units owned in one subdivision by a single entity**
- 7. Petra Parker: No comment, was present for zoning hearing.**

The City Clerk entered a statement on the record regarding how the community can provide public comment at Council Meetings. Citizens were urged to go to the City's website and click on the Public Comment button for more information.

VIII. Council Comments

Minutes:

District 1: No Comment

District 2: Councilmember Gumbs thanked her colleagues and citizens for a successful "Evening of Prayer" which was held this past weekend. Councilmember Gumbs requested that citizens visit her YouTube page to view her recent forum regarding COVID vaccinations. Lastly, District 2 Community Conversations will be forthcoming in March.

District 3: Councilmember Willis thanked the faith-based community leaders for a successful "Evening of Prayer" which was held this past weekend. The Food Distribution program will begin again on February 26, 2021, from 1-3 PM at Welcome All Park Recreation Center. Registration is required. Additional food

distribution events will be occurring across the city in the weeks.

District 5: Councilmember Reeves announced that he and community partners will host "Give A Lot At Camelot" to provide food and COVID testing at the Camelot condominiums. Additionally, as a part of the "Do Read, Do Lead" series, Councilmember Reeves is promoting a book donation site at each City of South Fulton fire station and a book giveaway event featuring the book, "I Can't Quit."

District 6: Councilmember khalid requested that citizens sign up for his newsletter by texting Fulton3377. Additionally, Councilmember khalid requested a moment of silence in honor of the one-year anniversary of the murder of Amaud Arbery.

District 7: Councilmember Baker expressed his appreciation to Mayor Edwards and others for their assistance with the planning for the double turning lane on Oakley Industrial Blvd. and Jonesboro Road. Councilmember Baker also asked any attorneys in the community who wish to participate with the internal organization of the National Reparations Movement to contact him.

IX. Consent Agenda Items

Motion (Approve): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to approve the Consent Agenda - items 5-11.

The motion was approved 6-0.

5. Mayor/Council Proclamations for Spreading on the Minutes:

- Jarvis Adams (**Councilmember Willis**)
- Captain Andrea Hall (**Mayor and Council**)
- Jon Middlebrooks (**Councilmember Gumbs**)
- Sam Terrell (**Mayor Edwards**)
- Michelle Taylor Willis (**Councilmember Gumbs**)

Minutes:

Item approved as a part of Consent Agenda.

6. Request Council Approval of Board Appointment:

- **Councilmember Baker** appoints Roshawn Dorsey Buxton to the South Fulton Public Arts Commission

Minutes:

Item approved as a part of Consent Agenda.

7. Request Council Approval to accept a donation from Operation Gratitude with a monetary value of \$3,860.68 (Police)

Minutes:

Item approved as a part of Consent Agenda.

8. Request Council Approval of a Resolution to apply for the National Endowment for the Arts Grant in the amount of \$25,000 with a required match of \$25,000 (**Councilmember Gumbs**)

Minutes:

Item approved as a part of Consent Agenda.

9. Request Council Approval of a Resolution Recognizing the Sale by the Cowart Estate, fka Cowart Lake Ventures, LP of its Remaining Tree Credits to South Fulton Developers (City Manager)

Minutes:

Item approved as a part of Consent Agenda.

10. Request Council Approval of a Resolution Causing for a Day of Prayer (**Councilmember Gumbs and Willis**)

Minutes:

Item approved as a part of Consent Agenda.

11. Request Council Approval of a Resolution Consenting to the Expansion of the Fulton Industrial Community Improvement District (**Councilmember Rowell**)

Minutes:

Item approved as a part of Consent Agenda.

X. Agenda Items

12. Request Council Approval to adopt the Model Mile Plan (CDRA)

Motion (Adopt): Councilmember Gumbs

Second: Councilmember Rowell

[Motion Adopted]

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

Minutes:

A motion was made to adopt the AeroAtl Greenway Model Mile Plan.

The motion was approved 6-0.

13. Request Council Approval to adopt the Campbellton Crossroads Plan (CDRA)

Motion (Adopt): Councilmember Rowell

Second: Councilmember Reeves

[Motion Adopted]

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

Minutes:

A motion was made to adopt the Campbellton Crossroads Plan.

The motion was approved 6-0.

14. Request Council Approval of a Resolution Establishing Media and Communications Requirements for the City Communications Department
(Councilmembers Willis and Gumbs)

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Withdrawn]

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

Minutes:

A motion was made to approve a Resolution Establishing Media and Communications Requirements for the City Communications Department

The motion was withdrawn and the item held by Councilmember Willis to allow time for the City Manager and staff to meet with her regarding the resolution.

15. First Reading of FY21 Budget Amendment #2 Ordinance (Finance)

Minutes:

FIRST READ

Councilmember khalid requested that the City Manager review the annual funding for the Blighted Property Fund to include an accounting of the Fund's expenditures and revenues since 2019.

Councilmember Gumbs requested that the City Manager research what happened to the funds earmarked for all-terrain vehicles (ATVs).

16. First Reading of An Ordinance Enhancing Operational Efficiency; Amending Section 4.13, City Clerk, of the City of South Fulton Charter
(Councilmember Rowell)

Minutes:

FIRST READ

Councilmember Willis requested that this legislation be-re-submitted through the Legislative Process including submission to the City Council for review.

17. First Reading of Amended Parking Ordinance **(Councilmembers Willis and khalid)**

Minutes:

FIRST READ

Attorney Hyman will review both drafts of the proposed policy and receive input from Councilmembers for consideration in a comprehensive policy. Sponsors should be listed as Councilmember Willis, Mayor Edwards, and Councilmember khalid has a complementary policy that Attorney Hyman will review.

18. First Reading of Parking Ordinance Recognizing City of South Fulton Veterans **(Councilmember Gumbs)**

Minutes:

FIRST READ

Councilmember Gumbs indicated that she will work with Attorney Hyman to revise the language regarding fines (reduce from \$50 to \$25). Councilmember Reeves requested to be added as a co-sponsor.

19. Request Council Approval to Establish a Policy to Only Hear Zoning Cases at Zoning Public Hearings

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves

[Motion Withdrawn]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

A motion was made to approve a policy to only hear zoning cases at zoning public hearings on the 2nd Tuesday of each month at 6:00 PM and to vote on the same zoning cases at the next Regular Council Meeting held on the 4th Tuesday at 4:00 PM.

The motion was withdrawn and the item held by Councilmember Willis to allow time for the City Manager and staff to meet with her regarding the policy.

XI. Executive Session

Motion (Recess): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 2 Gilyard, khalid

Minutes:

A motion was made at 6:01 PM to recess for an Executive Session for Litigation, Personnel and Real Estate.

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

Motion (Reconvene): Councilmember Baker

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 2 Gilyard, khalid

Minutes:

A motion was made to reconvene from Executive Session at 6:39 PM.

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

XII. Adjournment of Meeting

Motion (Adjourn): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 2 Gilyard, khalid

Minutes:

A motion was made to adjourn the Regular Meeting at 6:40 PM.

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

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - WORK SESSION
Tuesday, March 9, 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	4:03 PM
Corey A. Reeves	District 5 Councilmember	Present	
khalid kamau	District 6 Councilmember	Present	
Mark Baker	District 7 Councilmember	Present	

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

III. Agenda Items

1. 2021 Legislative Session Update and Tracking – Andrew Long, A. R. Long Company

Minutes:

Andrew Long, AR Long Company, presented the 2021 Legislative Session Update.

Mayor Pro Tem Willis and Councilmember Baker requested additional information regarding the charter amendment concerning clarifying the residency requirement.

Several Councilmember expressed concern with the South Fulton Delegation's insistence on naming the South Fulton Parkway after Congressman John Lewis. The City Council requested that Mr. Long re-state the Council's opposition to this proposal and take action to stop this bill for this legislative session. Mr. Long will make an effort to schedule a meeting between the Council and the Delegation regarding this issue.

Mr. Long committed to providing the bill number for the Short Term Rental legislation to Councilmember Gumbs.

2. Reopening Plan – Public Access to City Facilities –Parks, Recreation & Cultural Affairs & Assistant City Manager

Minutes:

Tony Phillips, Director of the Department of Parks, Recreation and Cultural Affairs provided an update regarding the City Reopening Plan – Public Access to City Facilities.

Mr. Philips outlined the Department's plans to re-establish programs and open certain parks as passive parks effective April 5, 2021.

Councilmember Gilyard requested that staff review the inclusion of Cedar Grove Park on the list of passive parks the opened.

3. City of South Fulton Parks Master Plan Funding Discussion – Perez Planning & Design, LLC

Minutes:

Carlos Perez with Perez Planning and Design led a discussion and update regarding the City of South Fulton Parks Master Plan Funding.

Councilmember khalid made a motion to move forward with consideration of a SPLOST. The motion was seconded by Councilmember Reeves. The motion was ruled out of order due to the practice of not voting in Work Sessions.

Councilmember Gilyard requested that the consultant provide a larger copy of the map showing all of the parks and other facilities. Mr. Perez committed to providing this map to all Councilmembers and he will be seeking to meet individually with Councilmembers to review the map.

4. Finance Monthly Report

Minutes:

Report presented by Interim Finance Director, Nina Robinson.

The City Manager advised that she will provide an update to the Council regarding the historical funding status for the Blighted Property Fund upon completion of a staff meeting scheduled for March 11, 2021.

Councilmember Willis requested that future reports list the Actual-to-Budget numbers and display of percentages in relation to fiscal year expenditures.

Councilmember Gumbs requested an update memorandum and end date for when the issues with OpenGov will be resolved.

5. City Attorney Monthly Report

Minutes:

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

6. City Manager Monthly Report

Minutes:

Report presented by City Manager, Tammi Saddler Jones.

City expected to receive additional CARES Act funding estimated at \$31 million dollars.

Urban Redevelopment Authority (URA) projects are underway. Information will be added to the City's website for the public to track.

Community Development Block Grant (CDBG) Program will be managed by the City Manager's Office. Expected funding estimated at \$504,000.

Cascade Road Bridge Culvert Replacement Update: Expected completion is April 2021 (pending acceptable construction days)

High-Intensity Enforcement Program is underway. The program will be implemented in each Council District.

Spring Clean-Up will take place on Saturday, April 10, 2021, 8 AM - 2 PM. Free to City residents. Locations: Creel Park and Merk Miles. Curbside pick up available for seniors. 470-552-4311

An information document will be developed to explain the postal service designation of certain zip codes as the City of South Fulton. The City Manager indicated she will meet with Councilmember Gilyard to address her questions regarding this issue.

An information document will be developed to explain the single-use plastics ordinance which went into effect on March 1, 2021.

Mayor Pro Tem Willis requests a follow-up report from all departments who participated in the High-Intensity Enforcement efforts. This information should be shared with the public as well.

Mayor Pro Tem Willis requested a monthly report from the Code Enforcement Department regarding the status of cases and disposition of cases.

IV. 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 (Adjourn): Councilmember Willis

Second: Councilmember Rowell

[Motion Withdrawn]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made at 6:09 PM to adjourn the Work Session and conduct an Executive Session after the Zoning Public Hearing.

The motion was withdrawn due to the loss of the second.

Motion (Recess): Councilmember khalid

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made at 6:10 PM to Recess for an Executive Session for Personnel, Litigation and Real Estate.

The motion was approved unanimously.

Motion (Reconvene): Councilmember Rowell

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 Reconvene from Executive Session at 6:42 PM.

The motion was approved unanimously.

V. Adjournment of Meeting

Motion (Adjourn): Councilmember Gilyard

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the Work Session at 6:43 PM.

The motion was approved unanimously.

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - ZONING PUBLIC HEARINGS
Tuesday, March 9, 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 6:43 PM.

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

Mayor Edwards recessed the meeting for a brief break at 6:45 PM until 7:00 PM.

2. Roll Call

Minutes:

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

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

3. Agenda Items

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

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

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

Minutes:
Public Hearing held. One comment received.

Applicant: Edrick Harris, Prestwick Development Company

Gloria Williams, District 2: Opposed to application

A motion was made to defer Case AN21-001 for 60 days.

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

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 February 9, 2021) **DISTRICT 1**

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

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

Minutes:
Public Hearing held. One comment received.

Applicant: Edrick Harris, Prestwick Development Company

Gloria Williams, District 2: Opposed to application

A motion was made to defer Case AN21-001 for 60 days.

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

3. Z20-005: Council to consider a rezoning at 0 Buffington Rd from AG-1/OI to M-2 for the purpose of developing an office and storage yard **DISTRICT 5**

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

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

Minutes:
Public Hearing held. Three comments received.

Applicant: Brent Benson

Tuneen Chisholm, District 1: Opposed to application
Gloria Williams, District 2: Opposed to application
Clyde Sampson, District 5: Opposed to application

A motion was made to deny Case Z20-005.

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

4. 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 (Defer): Councilmember Gumbs
Second: Councilmember Reeves
[Motion Deferred]

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

Minutes:
Public Hearing held. Two comments received.

Applicant: Michele Battle

Tuneen Chisholm, District 1: Opposed to application
Gloria Williams, District 2: Opposed to application

A motion was made to defer Case Z20-007 for 30 days until the April Rezoning Public Hearing.

The motion was approved unanimously.

5. 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 (Defer): Councilmember Gumbs

Second: Councilmember khalid

[Motion Deferred]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Public Hearing held. Two comments received.

Applicant: Michele Battle

Tuneen Chisholm, District 1: Opposed to application

Gloria Williams, District 2: Opposed to application

A motion was made to defer Case CV20-002 for 30 days until the April Rezoning Public Hearing.

The motion was approved unanimously.

6. U21-001: Council to consider a Use Permit at 3395 Roosevelt Highway for a hair salon **DISTRICT 3**

Motion (Defer): Councilmember Willis

Second: Councilmember Rowell

[Motion Deferred]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Public Hearing held. No comments received.

Applicant Milad Hannalla

A motion was made to defer Case U21-001 until the July Rezoning Public Hearing.

The motion was approved unanimously.

7. U21-002: Council to consider a Use Permit at 3850 Flat Shoals for a barber and beauty salon **DISTRICT 5**

Motion (Deny): Councilmember Reeves

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Public Hearing held. One comment received.

Applicant: Pritesh Patel

Michael Venable, District 6: Opposed to application

A motion was made to deny Case U21-002.

The motion was approved unanimously.

8. M21-001: Council to consider a Zoning Modification at 3850 Flat Shoals to allow for a barber and beauty salon **DISTRICT 5**

Motion (Defer): Councilmember Reeves

Second: Councilmember Willis

[Motion Deferred]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Public Hearing held. One comment received.

Applicant: Pritesh Patel

Michael Venable, District 6: Opposed to application

A motion was made to defer Case M21-001 until the July Rezoning Public Hearing.

The motion was approved unanimously.

9. U21-003: Council to consider a Use Permit at 5610 Old National for a hair salon **DISTRICT 6**

Motion (Defer): Councilmember khalid

Second: Councilmember Willis

[Motion Deferred]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Public Hearing held. One comment received.

Applicant: Oliver Williford

Michael Venable, District 6: Opposed to application

A motion was made to defer Case U21-003 until the October Rezoning Public Hearing.

The motion was approved unanimously.

10. M21-002: Council to consider a Zoning Modification at 1215 New Hope Rd to allow for the hosting of a youth program in a Fellowship Hall
DISTRICT 1

Motion (Approve): Councilmember Rowell

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 received.

Applicant: Cedric Drayton

Rev. Jacqueline Rose-Tucker, Bethel United Methodist Church

A motion was made to approve Case M21-002.

The motion was approved unanimously.

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 held.

5. Adjournment of Meeting

Motion (Adjourn): Councilmember Baker

Second:

[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 7:46 PM.

The motion was approved unanimously.

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/23/2021		
Requesting Department POLICE	Council District(s) Affected 5	
Requested Action Decide whether to revoke the alcohol license and/or impose a suspension or fine to Pro Entertainment Enterprise Inc. D/B/A South Beach		
Requirements for Council Action (City specific Council policy, statute or code requirement) According to City Ordinance Title 16, revoke alcohol license and /or impose a suspension or fine.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The South Fulton Police Department is requesting a Revocation of Alcohol License Hearing for Pro Entertainment Enterprise, Inc. D/B/A South Beach citing numerous violations to the City of South Fulton s Code of Ordinances, Title 16 Alcoholic Beverages. A detailed report is attached citing three violations, (hiring an unlicensed security company, keeping or maintaining a common ill-governed and disorderly place, and high frequency of calls for police service including violent gun crimes and incidents.) These incidences have led the SFPD to request the revocation of the business alcohol license.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval  Keith Meadows (Mar 8, 2021 16:35 EST)		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval 

March 8, 2021

PRO ENTERTAINMENT ENTERPRISE, INC

D/B/A South Beach

Lucius Crowe

5495 Old National Highway, Suite B13

College Park, GA 30349

Re: NOTICE OF REVOCATION OF YOUR LIQUOR LICENSE # ABL19006177 FOR 5495
OLD NATIONAL HIGHWAY, SUITE B13

Dear Mr./Ms. Lucius Crowe,

You are hereby notified that you may show cause before City Council as to why your license to sell alcoholic beverages should not be revoked based upon your noncompliance with Chapter 3 Section 16-3001(a)(9), (12), and (16) of the City of South Fulton Code of Ordinances Title 16 Alcoholic Beverages. In particular, but without limitation thereto, the City of South Fulton Police Department (“South Fulton Police Department”) intends to show that according to the City of South Fulton’s Code of Ordinances, the applicable standards and sections support the revocation of your alcohol license.

Hearing Date and Applicable Code Sections

A virtual hearing will be held on Tuesday, March 23, 2021 at 4:00pm. A copy of the Chapter 3 Section 16-3001(a)(9), (12), and (16) of the City’s Ordinances Title 16 Alcoholic Beverage is available for your review through COSF Title 16 Alcoholic Beverages or you may contact the City’s Clerk and have a PDF copy mailed or electronically mailed to your designated physical or email address. Included within these code sections are the applicable standards that outline the basis for and procedure upon which the suspension, revocation and/or imposition of a fine of your alcohol license to sell alcoholic beverages will be considered.

The South Fulton Police Department intends to show that due cause exists to revoke your alcohol license and/or impose a suspension or fine on your license based upon the following violations which occurred at your establishment.

Violations of City Ordinance

Count 1:

On February, 14, 2021, South Beach violated COSF Title 16 Chapter 3 Section 16-3001(a)(9), when they failed to adequately supervise and monitor the conduct of employees when they hired an unlicensed security company (All Security Companies must be licensed by GA Board of Private Detectives & Security Agencies), who in turn provided unregistered, untrained, armed security to work at the establishment. As a result of this negligence, one of the armed security guards, while working at South Beach on 2-14-21, shot another South Beach employee and accidentally shot his

fellow security guard. The investigation revealed at least one security guards were armed while performing security guard duties for South Beach and did not possession a valid registration from state GA Board of Private Detectives & Security Agencies. South Beach also had two other employees working as security guards (total of 4 identified) and none were properly uniformed in compliance with the Rules of GA Board of Private Detectives & Security Agencies. South Beach failed to do their due diligence in vetting the security company hired by them to perform security at the club which in turn subjected their employees and the public to acts of violence.

Count 2:

On September 14, 2020 and February 14, 2021, South Beach violated COSF Title 16 Chapter 3 Section 16-3001(a)(12) by keeping or maintaining a common ill-governed and disorderly place, to the common disturbance of the neighborhood in violation of COSF Title 15 Chapter 2 Sec. 15-2010. Keeping a disorderly place where gun fire and assaults have taken place on at least two separate dates within a 12-month period which is evidenced by the crime of murder on September 14, 2020 and the crime of aggravated assault on February 14, 2021.

Count 3:

Between July 15, 2020 and February 14, 2021 South Beach violated COSF Title 16 Chapter 3 Section 16-3001(a)(16), when during the past twelve months had a high frequency of calls for police service which included violent gun crime and incidents directly related to the business and involving employees of the establishment.

Police call records indicate according to police call history there have been 1 Murder, 4 Aggravated Assaults and other criminal activity, all of which stemmed from South Beach employees and security guards.

On Feb. 14, 2021, South Beach failed to adequately supervise and monitor the conduct of employees when they hired an unlicensed security company (All Security Companies must be licensed by GA Board of Private Detectives & Security Agencies), who in turn provided unregistered, untrained, armed security to work at the establishment. As a result of this negligence, one of the armed security guards, while working at South Beach on 2-14-21, shot another South Beach employee and accidentally shot his fellow security guard. The investigation revealed at least one security guards were armed while performing security guard duties for South Beach and did not possession a valid registration for the state GA Board of Private Detectives & Security Agencies. South Beach also had two other employees working as security guards (total of 4 identified) and none were properly uniformed in compliance with the Rules of GA Board of Private Detectives & Security Agencies. South Beach failed to do their due diligence in vetting the security company hired by them to perform security at the club which in turn subjected their employees and the public to acts of violence.

On September 14, 2020, there was a homicide which involved an employee (waitress) who had an altercation with a patron, the waitress got a weapon and went inside the club and got the relative of the owner. The relative then went outside with a gun and confronted the patron outside within

100 feet of the club. There was a gunfire exchange between the two parties and the owner's relative was shot and killed. This incident occurred after 2:30am when the Club was supposed to be closed and clear of all persons. Had South Beach not allowed patrons to continue to loiter in the club the incident may have been prevented.

On July 15, 2020, there was two aggravated assault where patrons were shot by South Beach Security Officer. The Security Officer identified himself as working for South Beach. The incident stemmed from a verbal altercation with one Security Officer and a patron who was told by security they had to park for parking. The patron's vehicle breaks down and when the patron's ride shows up the patron is shot by the South Beach Security Guard and who also shoots a fellow security bystander as well. Later, after the incident another South Beach Security Officer who identified as the head of security is seen on video slashing the patron shooting victim's car tires and smashing the windshield.

As a result of the incident above on July 15, 2020, police responded to two additional calls for police service at South Beach. On July 16, 2020, police responded to a dispute between employees. Employee (Ms. Sherie Phillips) who identified herself as the owner of South Beach, stated that she has being received threatening text messages from an employee of the business who oversees the security portion of the club. Ms. Phillips stated she did not feel safe going to South Beach with threats being made on her life from fellow employees. Then on July 17, 2020, police responded to another calls for police service at South Beach for a dispute between employees over money owed to security officers. Mr. Robinson that works at South Beach advised that an ex-security guard employee (Horsford) arrested in the incident mentioned above on July 15, 2020, had been threatening Mr. Robinson about paying him and his team for working security over the weekend.

Applicable City Ordinance Code Sections

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

(a)(9) Failure by the licensee to adequately supervise and monitor the conduct of employees, patrons and others on the licensed premises, including but not limited to adjacent parking lots or areas which may be lawfully used by patrons of the licensed establishment, in order to protect the safety and well-being of the general public and of those utilizing the premises.

(a)(12) The violation of any other law, ordinance or regulation governing the operation of establishments licensed to sell alcoholic beverages or which are reasonably related to the operation of such establishments.

(a)(16) A high frequency of calls for police service or for police intervention to the licensed premises or the proposed licensed premises, during the 12 months immediately preceding the date of application, taking into consideration of the severity of such incidents; or a high frequency of calls for police service or for police intervention around such premises, if it is demonstrated that any criminal activity around the licensed premises had some connection with the premises or with

the owner(s) or employees of the premises and/or the criminal activity occurred within 100 feet of the premises.

Procedures for Hearing

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

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

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

Sincerely,


Keith Meadows (Mar 8, 2021 16:27 EST)

Keith Meadows
Police Chief, South Fulton Police Department

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/23/2021		
Requesting Department Police Department	Council District(s) Affected District 3	
Requested Action Approval to get on City Council Regular Agenda Meeting for March 23, 2021 to have a public hearing. Request for Council to vote this matter at the March 23, 2021 council meeting regarding the application for an alcohol license for Andy Food Center, Inc dba Sam's Supermarket located at 3840 Stonewall Tell Road, Atlanta, GA 30349.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Pursuant to Title 16, Section 16-2020(d) Police Chief recommends City Council to approval application.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The applicant for Andy Food Center Inc, dba Sam's Supermarket has applied for an alcohol license for the retail sales of malt beverages (beer) and wine at Sam's Supermarket at 3840 Stonewall Tell Road, Atlanta, GA 30349. Previously, there was a supermarket selling beer and wine already at this location. There was a change in ownership of the business and as required by law the new owner must apply for a new alcohol license. All applicable fees have been paid related to obtaining an alcohol license. Application and/or location has been reviewed/inspected and approved by Code Enforcement, Fire Department, Zoning Department, Business Licensing, Fulton County Board of Education and South Fulton Police Department.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) Initial Revenue \$1175 and Estimated Annual Revenue of \$950		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval  Keith Meadows (Mar 2, 2021 15:09 EST)  Chad C. Jones (Mar 3, 2021 12:38 EST)		Finance Director Approval 
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval 

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: City of South Fulton Mayor & Council

FROM: Chief of Police, Keith Meadows – Police Department 

DATE: March 2, 2021

SUBJECT: Request by Andy Food Center, Inc, dba Sam's Supermarket for an alcohol license for the retail sales of malt beverages and wine at Sam's Supermarket located at 3840 Stonewall Tell Road, College Park, GA 30349

The applicant for Andy Food Center, Inc., for an alcohol license for retail sales of malt beverages and wine at Sam's Supermarket located at 3840 Stonewall Tell Road, College Park, GA 30349. Previously, there was a supermarket selling beer and wine already at this location. There was a change in ownership of the business and as required by law the new owner must apply for a new alcohol license. All applicable fees have been paid related to the alcohol license.

Application and/or location has been reviewed/inspected and approved by Code Enforcement; Fire Department; Zoning, Business Licensing, Fulton County Board of Education, and the South Fulton Police Department.

POLICE CHIEF RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information:	Andy Food Center, Inc DBA Sam's Supermarket 3840 Stonewall Tell Road College Park, GA 30349
City Council District(s):	1
Parcel ID Number:	14F0125LL0261
Square Footage:	
Existing Zoning:	C-1
Current/Past Use of Property	Food Center
History:	This request serves as the applicants first request. The property previously was a supermarket.

Cc: Corey Adam, City Clerk



City of South Fulton

Alcohol Beverage License Application and Information Packet



Revised 07/1/20

Att: O'Deria Bridges
Sams Supermarket

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).

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.

Application must be accompanied by a copy of a signed deed, lease, sublease, rental agreement, etc., authorizing applicant's use of location.

All applicants must disclose financial investments pertaining to the business operation. 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.

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

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

The City's Alcoholic Beverage Ordinance Sec.16-2017, requires alcohol awareness training to be completed by 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.

Upon completing your application, you may submit it for review along with all required documents to the license and permit unit at pdlicenses@cityofsouthfultonga.gov. Once the application has been reviewed and all necessary documents are approved, an investigator will contact the applicant to schedule an appointment for the formal filing of the original application and supporting documents.



ALCOHOL LICENSE FEE SCHEDULE

The following alcohol license fees are hereby established and shall be payable by check, money order, or debit/credit card, as applicable, at the time of filing the application:

Administrative Fees:

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

LICENSE FEES:

Retail Consumption on Premises

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

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

Special Permit Fees

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

Retail Package

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

Temporary Alcohol License Fee

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

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Wholesale:

Distilled Spirits / Liquor \$3500.00

Beer \$500.00

Wine..... \$500.00

Location Outside of City \$100.00

Manufacturer (Distillery):

Distilled Spirits/ Liquor \$4000.00

Beer \$500.00

Wine..... \$500.00

Microbrewery \$2000.00

Growler \$2000.00

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PERSONAL STATEMENT

INSTRUCTIONS: This personal statement must be executed, under oath, by 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) Zamilur Rahman
 Home Address: [REDACTED] Lawrenceville GA 30044
 Business Address: 3840 Stonewall Tell Road, College Park, GA 30349
 Place of Birth Syhet, Bangladesh Date of Birth [REDACTED] Age: [REDACTED]
 (City, State, Country) (Day, Month, Year)
 Race: [REDACTED] Height: 5.5 Weight: 165 Eye Color: Black U.S. Citizen Yes By Birth NO
 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: NO if so, explain: _____

List names and addresses of employers for the past three (3) years: Shell Gas Station, 41 Big horn dr, Dawsonville
Dawsonville, 3979 Buford Hwy Atlanta, Jasper farm mart, 1757 Hwy 53 W Jasper

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

Syeda Begum [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.

Zamilur Rahman [Signature] 10-13-2020
 Applicant's Printed Name Applicant's Signature Date of Application

I hereby certify that Zamilur Rahman 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 13th day of October, 2020

Notary Public Signature: V. Patel (AFFIX SEAL)

Notary Printed Name: Vasudev Patel



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

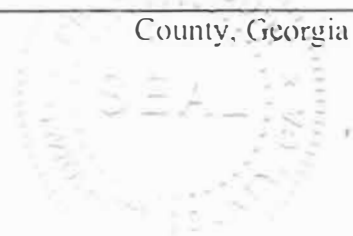
County, Georgia

Certificate of Residence For All Other Alcoholic Beverage License Applicants

State of Georgia, _____ GWINNETT _____ County
I, CHRISTOPHER A. BALLAR Judge of the probate Court, for GWINNETT
County, Georgia, hereby certify that ZAMILUR RAHMAN is now and has been a Bona Fide Resident of
the state of Georgia in the county of GWINNETT 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 20 day of OCTOBER, 2020

Judge of the Probate Court

GWINNETT
County, Georgia



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) alcoholic 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:

Certificated of naturalization [REDACTED]

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 Lawrenceville (city) GA (state)

[Signature]
 Signature of Applicant

Zamir Rahman
 Printed Name of Applicant

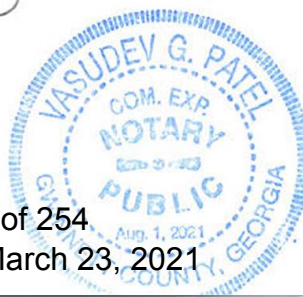
SUBSCRIBED AND SWORN BEFORE
 ME ON THE

13 DAY OF October, 2020

V. Patel

NOTARY PUBLIC

My Commission Expires: 08/01/2029



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:

Andy Food Center INC
Name of Private Employer

Federal Work Authorization User Identification Number

05-26-2020
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on this day 13 of October, 2020 in Lawrenceville (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

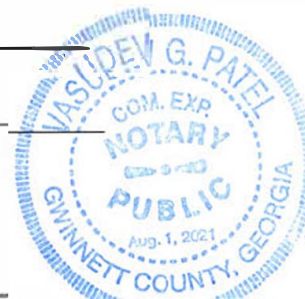
Zamir Rahman Owner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 13 DAY OF October, 2020.

[Signature]
NOTARY PUBLIC

My Commission Expires: 08/01/2021



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: _____
(Full Printed Name No Initials)

Sex: _____ Race: _____ Date of Birth: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Phone# _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone# _____

N/A

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

a business located at

_____, City of South Fulton, Georgia.

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

SIGNATURE OF APPLICANT

DATE

PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY OF _____ 20 _____

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED NAME

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

SECTION 1: Licensee/Agent Zamir Rahman **For the year** 2020 **Date** 9-22-2020

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 (3% excise tax) ☐ Tasting (Wine/Malt)

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: Andy Food Center Inc.
 Operating/Trade Name of Business: Sam's Supermarket
 Has location had an alcohol license within the last 12 months? ☒ Yes ☐ No 30349
3. Business Address: 3840 Stonewall Tell rd, College Park Council District: South Fulton
 (Street Address, City, State Zip)
4. Billing Address: [REDACTED] Lawrenceville GA 30044
5. Proposed Location Zoned: Grocery Store
6. A. Distance from closest private residence in any direction: 275' to house @ 3916 Stonewall Tell
 B. Distance from closest college campus or school ground: 5100' to Stoen Tel elementary
320' to Stone Academy
9200' to Wolf Creek library
1910 to first Baptist Church of Clif
 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
 school children in transport to the public schools of City of South Fulton. 1600' to stop @ Marsham Drive marshweed court

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

SECTION 2:

1. Full name of applicant (Company/Corporation) Andy Food Center INC
2. Full name of Licensee/Agent: Zamilur Rahman
- Licensee/Agent Social Security Number: [REDACTED]
- Date of Birth and Place of Birth: [REDACTED] Bangladesh
- Citizen of the USA? ☒ Yes ☐ No Alien Number: _____
- Resident of Georgia? ☒ Yes ☐ No Years 15 County Clint
- Home Address: [REDACTED]
- Lawrenceville City Ga State 30044 Zip Code
- Telephone Number: Home: [REDACTED] Business: (770) 495-2367
- Email Address: [REDACTED]
- Hours said Licensee/Agent will actively be on the premise: 30 to 40 hr a week
- List duties of Licensee/Agent: Managing the store and making sure everything is running the way it's supposed to
3. Full Name of Spouse, Including Maiden Name: Syed Begum
- Date of Birth and Place of Birth: [REDACTED]
- Hours Spouse on Premises: None
4. Licensee's/Agent's Business interest(s), occupation(s) and employment for the past ten (10) years

COMPANY	ADDRESS (CITY & STATE)	POSITION	DATES
Then Bond Investment	[REDACTED]	owner	2016 - 2017
SPAZSA Investment	[REDACTED]	owner	2017 - 2019
Ocean Air	[REDACTED]	Server/ Bar tender	2010 - 2016

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
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOLIC 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 _____

9. Full Name of Manager: Zamirur Rahman (owner/manager)
Social Security Number of Manager: [REDACTED]
Date of Birth and Place of Birth: [REDACTED], Bangladesh
Home Address: [REDACTED] Lawrenceville, GA 30046
Telephone Number: Home: [REDACTED] Business: (770) 495-2367
E-mail Address: [REDACTED]

10. Hours said manager will be on the premise: 30 to 40 hr a week
11. What is the manager's business experience? Been managing for last 10yrs
12. Has the manager worked in this or a similar capacity? ☒ Yes ☐ No
If yes, explain: managed to gas station and a convenient store from 2010

FINANCIAL BACKGROUND INFORMATION ON APPLICANT, MANAGER AND OWNERS

13. Applicant's full name (Company/Corporation) Andy Food Center INC
If a Corporation, Date of Incorporation: 05-25-2020 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
Zamirur Rahman	[REDACTED]	[REDACTED]	[REDACTED]	owner	100

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

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOLIC 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
Zamir Rahman		Owner Fings	6-12-2020

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
Business Account	Wells Fargo	Lawrenceville, GA		

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
N/A			
N/A			
N/A			

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.

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

NAME	NAME AND ADDRESS OF PREMISES	POSITION	% OF INTEREST
N/A			
N/A			
N/A			

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

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:

Maxis Lue, 767 Hill Street, Atlanta GA 30315

Amount of rent/lease:

Monthly 3500.00 Annually 42,000.00 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: _____

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 - S 7am to 10pm Sunday 8am to 10pm

27. Where will your trash receptacle be located?

Trash can will be all over the store and big one will be outside behind the building

28. What arrangements have you made for trash removal?

Trash company

29. How often will you clean your property?

Every day

30. What is your plan for sanitation (clean water and sewage disposal) on the premises?

Public sewage and got bathroom hot water and sanitizer in the store

31. What is your plan for unlawful conduct on the premises?

try to handle it best of my knowledge if I can't call the law

32. What is your plan for fire prevention on the premises?

Fire exit throw out the stores fire stangush throw out the store as well

33. What type of security do you plan to have?

ATT

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

34. Do you offer your employees training with respect to items covered by the alcohol code? ☒ Yes ☐ No

If **yes**, what type of training and how do you plan to prevent the selling to and consumption by underage consumers of alcohol and tobacco products on your premises? check ID All the time, pay attention to the customer that are not drunk while buying

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? Odors

36. What plans do you have to prevent un-permitted vending on your property?

try to handle it best on my knowledge or get expert help.

37. Describe the traffic and pedestrian ingress and egress to/from the property and to/from any existing or proposed structure on the property. Location is around 100 feet by the road straight front of the entrance.

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 ☐ Bar ☐ [] Other ☐ Brewpub ☐ Brewery ☐ Lounge ☐ Winery ☐ Private ☐ Nightclub

39. Describe kitchen Facilities: _____

List number of Employees: 3 Cooks _____ Waiters/Waitress _____ Other employees _____ Alcohol Servers _____

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

40. Is business air conditioned? ☒ Yes ☐ No

41. Will you have live entertainment? ☐ Yes ☒ No

42. What percentage of revenues do you expect to come from food sales? N/A from alcohol? \$5,000 min

43. What is the total square footage of the licensed premises? 4500 sq Feet

44. How many parking spaces are you required to have? I have 30 parking space

Does the location have on-site parking? ☒ Yes ☐ No How many spaces? 30

If no or if parking is insufficient, what arrangements have you made for parking? _____

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

46. Does the Licensee/Agent, Spouse, or any other owner(s), partner(s) or stockholders have an interest in other retail liquor stores? ☐ Yes ☒ No

NAME	NAME & LOCATION OF BUSINESS	POSITION	% INTEREST
N/A			
N/A			
N/A			

47. Do you or your spouse or any partner or stockholder have any financial interest in any wholesale liquor business?

☐ Yes ☒ No

If yes, give details: _____

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

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

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

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

LOCATION	LEASE/RENTAL AGREEMENT INFORMATION	AMOUNT OF RENT	LESSOR
N/A			
N/A			
N/A			

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

49. Are you or any member of your family the Executor, Administrator, Beneficiary or Heir of **any estate having any interest** in retail package (liquor) store? ☐ Yes ☒ No

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

LOCATION(S)	% INTEREST	YOUR RELATIONSHIP TO ESTATE
N/A		
N/A		
N/A		
N/A		

50. Are you or any member of your family the beneficiary or trustee of **any trust fund having any interest** in a retail package (liquor) store? ☐ Yes ☒ No

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

POSITION	NAME OF TRUST	INCOME RECEIVED
N/A		
N/A		
N/A		
N/A		



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.

Zamilur Rahman
SIGNATURE OF APPLICANT

10-13-2020
DATE

Zamilur Rahman
PRINTED NAME OF APPLICANT

~For Notary~

I hereby certify that Zamilur Rahman 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 13th DAY OF October 2020

V. Patel
NOTARY PUBLIC SIGNATURE

VASUDEV PATEL
NOTARY PUBLIC PRINTED NAME

Date Revised: 07/1/2020



CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



APPLICANT PRIVACY RIGHTS

As an applicant that is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history record check for a non-criminal justice purpose (such as an application for a job or license, immigration or naturalization, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- If your fingerprints/biometrics are used to conduct a FBI national criminal history check, you are provided a copy of the Privacy Act Statement that would normally appear on the FBI fingerprint card.
- If you have a criminal history record, the agency making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The agency must advise you of the procedures for changing, correcting, or updating your criminal history record as set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a Georgia or FBI criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the agency denies you the job, license or other benefit based on information in the criminal history record.
- In the event an adverse employment or licensing decision is made, you must be informed of all information pertinent to that decision to include the contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision shall be a misdemeanor [O.C.G.A. § 35-3-34(b) and §35-3-35(b)].

You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

If the employment/licensing agency policy permits, the agency may provide you with a copy of your Georgia or FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, information regarding how to obtain a copy of your Georgia, FBI or other state criminal history may be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

If you decide to challenge the accuracy or completeness of your Georgia or FBI criminal history record, you should send your challenge to the agency that contributed the questioned information. Alternatively, you may send your challenge directly to GCIC provided the disputed arrest occurred in Georgia. Instructions to dispute the accuracy of your criminal history can be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

Z.P.

2018-05 Attachment A

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

A handwritten signature in blue ink, appearing to read "Zalun", is written over a yellow highlight.

2018-05 Attachment B

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



TITLE 28 CFR 16.30 THROUGH 16.34

§ 16.30 Purpose and Scope

This subpart contains the regulations of the Federal Bureau of Investigation (FBI) concerning procedures to be followed when the subject of an identification record requests production of that record to review it or to obtain a change, correction, or updating of that record.

§ 16.31 — Definition of identification record An FBI identification record, often referred to as a "rap sheet," is a listing of certain information taken from fingerprint submissions retained by the FBI in connection with arrests and, in some instances, includes information taken from fingerprints submitted in connection with federal employment, naturalization, or military service. The identification record includes the name of the agency or institution that submitted the fingerprints to the FBI. If the fingerprints concern a criminal offense, the identification record includes the date of arrest or the date the individual was received by the agency submitting the fingerprints, the arrest charge, and the disposition of the arrest if known to the FBI. All arrest data included in an identification record are obtained from fingerprint submissions, disposition reports, and other reports submitted by agencies having criminal justice responsibilities. Therefore, the FBI Criminal Justice Information Services Division is not the source of the arrest data reflected on an identification record.

§ 16.32 — Procedure to obtain an identification record

The subject of an identification record may obtain a copy thereof by submitting a written request via the U.S. mails directly to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. Such request must be accompanied by satisfactory proof of identity, which shall consist of name, date and place of birth and a set of rolled-in-inked fingerprint impressions placed upon fingerprint cards or forms commonly utilized for applicant or law enforcement purposes by law enforcement agencies.

§ 16.33 — Fee for production of identification record

Each written request for production of an identification record must be accompanied by a fee of \$18 in the form of a certified check or money order, payable to the Treasury of the United States. This fee is established pursuant to the provisions of 31 U.S.C. 9701 and is based upon the clerical time beyond the first quarter hour to be spent in searching for, identifying, and reproducing each identification record requested as specified in § 16.10. Any request for waiver of the fee shall accompany the original request for the identification record and shall include a claim and proof of indigency. Subject to applicable laws, regulations, and directions of the Attorney General of the United States, the Director of the FBI may from time to time determine and establish a revised fee amount to be assessed under this authority. Notice relating to revised fee amounts shall be published in the *Federal Register*.

§ 16.34 — Procedure to obtain change, correction or updating of identification records

If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections or updating of the alleged deficiency, he/she should make application directly to the agency which contributed the questioned 2018-05 Attachment C information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency.

Z.R.

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>Zamilur Rahman</u>		
Any other name used (i.e. maiden name)	<u>N/A</u>	Place of Birth <u>Bangladesh</u>	
Home Address	[REDACTED]		
Name of Business	<u>Andy Food Center Inc d/b/a Sam's Supermarket</u>		
Address of Business	<u>3840 Stonewall Tey rd, college park 30349</u>		
Gender	Race	Date of Birth	Social Security Number
<u>Male</u>	[REDACTED]		

☒ I, Zamilur Rahman, 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, Zamilur Rahman, 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.

Zamilur Rahman
Signature

09-21-2020
Date

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____
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: _____

Print Agency Designee Name and Title

Date

Agency Designee Signature

Date Revised: 07/1/2020

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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.

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

FOR POLICE LICENSE & PERMIT UNIT USE ONLY

Date Application Received 12-1-2020

(This Section Must Be Date and Time Stamped)

Kay LESTER
Print Investigator Name Receiving Application

[Signature]
Signature of Investigator



South Fulton Police Department

5440 Fulton Industrial Blvd - Atlanta, Georgia - 30336-470-809-7300

Keith Meadows
Chief of Police

October 30, 2020

City of South Fulton Code Enforcement Department
ATTN: Brian Morris

5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Code Enforcement Inspection. Please complete the form below and return this form to the person listed below.

This business is applying for the following alcohol license(s):

- | | | | |
|-------------------------------------|-------------------------|--|--|
| ☐ | Consumption on Premises | | |
| ☐ | Beer | ☐ Wine | ☐ Distilled Spirits |
| ☒ | Retail | | |
| ☒ | Beer | ☒ Wine | ☐ Distilled Spirits |

Business Information:

Andy Food Center Inc.
Sam's SuperMarket
3840 Stonewall Tell Road, College Park, GA 30349
Zamilur Rahman
(770) 495-2367

For Code Enforcement Use Only

Date of Inspection: 11/02/2020

☒ Location above **MEETS ALL** City of South Fulton Code Enforcement Requirements

☐ Location does **NOT** meet City of South Fulton Code Enforcement Requirements

If not, briefly explain reason: _____

Paul Muhammad

Print Name of Code Enforcement Inspector

Code Enforcement Inspector Signature

Brian C. Morris
Brian C. Morris (Nov 2, 2020 15:18 EST)

Brian C. Morris

Print Name of Department Head

Department Head Signature

Return form via email to: Police License and Permits @ pdlicenses@cityofsouthfultonga.gov



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336 · 470-809-7300

Keith Meadows
Chief of Police

December 2, 2020

City of South Fulton Planning & Zoning Section
ATTN: Dana Gray

5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Zoning Compliance Inspection. Please complete the form below and return this form to the person listed below.

This business is applying for the following alcohol license(s):

- | | | | |
|-------------------------------------|--|--|--|
| ☐ | Consumption on Premises | | |
| | ☐ Beer | ☐ Wine | ☐ Distilled Spirits |
| ☒ | Retail | | |
| | ☒ Beer | ☒ Wine | ☐ Distilled Spirits |

Business Information:

Andy Food Center Inc.
Sam's SuperMarket
3840 Stonewall Tell Road, College Park, GA 30349
Zamilur Rahman
(770) 495-2367

For Planning & Zoning Use Only

Date of Compliance Inspection: 12/21/2020 Parcel ID Number: 14F0125LL0261

Location is Zoned for: SuperMarket

Current/Past Use of the Property: Food Center

☒ Location above **MEETS ALL** zoning and alcohol license zoning requirements of the City of South Fulton.

☐ Location above does **NOT** meet zoning and alcohol license zoning requirements of the City of South Fulton.
If not, briefly explain reason below:

Dana Gray

Print Name of Zoning Planner

Shayla Reed

Print Name of Department Head

12/22/2020

Zoning Planner Signature

12/23/20

Department Head Signature

Return form via email to: Police Licenses @ pdlicenses@cityofsouthfultonga.gov



AG-1

C-1

4525

AG-1

C-1 C-1

C-1

3820

3840

3850

C-1

3860

3850

3825

C-1

C-1

4545

4564

C-1

4570

200ft

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMIE SADDLER JONES
CITY MANAGER



SHAYLA REED
DIRECTOR

Zoning Policy Brief & Impact Analysis

Andys Food Center Inc.
Sam's SuperMarket
3840 Stonewall Tell Road
College Park, GA 30349
Existing Zoning: C-1
Zoning Petition Number: 1957Z-0055

The applicant submitted an alcohol permit application to the City of South Fulton Police Department for a SuperMarket business. The City defines a Supermarket as a self-service retail market selling especially foods and household merchandise. This a change of ownership application which is compliant with the § 3-3-21- states (Nor shall this subparagraph apply at any location for which a new license is applied for if the sale of wine and beer was lawful at such location at any time during the 12 months immediately preceding such application.)

Pursuant to Georgia State Law, Zoning Proposal Review Standards are outlined in § 36-67-3. These standards mandate: in any local government which has established a planning department or other similar agency charged with the duty of reviewing zoning proposals, such planning department or other agency shall with respect to each zoning proposal investigate and make a recommendation with respect to each of the matters enumerated in this Code section, as well as carrying out any other duties with which the planning department or agency is charged by the local government. The planning department or other agency shall make a written record of its investigation and recommendations, and this record shall be a public record. The matters with which the planning department or agency shall be required to make such investigation and recommendation shall be:

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

The Zoning professional found the parcel number; 14F0125 LL0246 located at 3840 Stonewall Tell Road

- a. is compatible with the City's Zoning Ordinance as the existing zoning condition for the property is C-1 (Community Business District)

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

- a. The Zoning professional approved the application due to the following facts:
 - i. This is an existing business and are proceeding with a change of ownership that is within the 12-month period and is considered a grandfathered use

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

- a. The Zoning application indicates that the project has reasonable economic use as indicated by the issuance of a City of South Fulton Business License# 20000462 that was issued to the business on 7/16/2020.

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

- a. The Zoning professional concluded that the use of a Supermarket which is existing is consistent with allowable uses for the site and this activity would not cause an excessive burden on existing streets, transportation facilities, utilities, or schools.

(5) If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

- a. The Zoning Professional concluded that the project conforms with the existing conditions within the South Fulton Zoning Ordinance C-1 (Community Business District) zoning district.
- b. Article 206.02 Table 2-4, C-1 (Community Business District) scope and intent. Regulations set forth in this section are the C-1 District regulations. The C-1 District is intended to provide locations in which community and regionally oriented retail and services activities conclude a transition, or locations which compliment a transition into a more intense activity area. The C-1 District is particularly encouraged in areas designated by the Comprehensive Plan Land Use Map as suitable for commercial (including retail, service commercial and office) uses and in Living-Work corridors.

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

- a. The Zoning professional found no conditions that would constitute disapproval of the proposal. As a result, the Zoning professional attested to the application for compliance and rendered a Zoning Approval pursuant to a zoning compliance inspection on December 21, 2020. The approval signature is affixed as part of the completed application.

Conclusion: The Department of Community Development and Regulatory Affairs can attest to the fact the application submitted by Andy's Food Center Inc. Sam's SuperMarket located at 3840 Stonewall Tell Road College Park, GA 30349; has met the City of South Fulton requirements outlined in the alcohol permit application. The following departments have reviewed this application: South Fulton Code Enforcement Division of Community Development and Regulatory Affairs; South Fulton Fire Department; South Fulton Police Department; South Fulton Zoning Division of Community Development and Regulatory Affairs; Fulton County Public Schools; and South Fulton Business License Division of Finance.



South Fulton Police Department

5440 Fulton Industrial Blvd • Atlanta, Georgia 30336-470-809-7300

Keith Meadows
Chief of Police

December 1, 2020

ATTN: LaShayne Taylor
City of South Fulton Business License
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must possess a current City of South Fulton Business License. Please complete this form and return to the person listed at the bottom of the form below.

This business is applying for the following alcohol license(s):

- | | | | |
|-------------------------------------|--|--|--|
| ☐ | Consumption on Premises | | |
| | ☐ Beer | ☐ Wine | ☐ Distilled Spirits |
| ☒ | Retail | | |
| | ☒ Beer | ☒ Wine | ☐ Distilled Spirits |

Business Information:

Andy Food Center Inc.
Sam's SuperMarket
3840 Stonewall Tell Road, College Park, GA 30349
Zamilur Rahman
(770) 495-2367
[REDACTED]

For Business License Use Only

- ☒ Location above **HAS** a current and valid occupational tax certificate and meets all of the business and occupational tax ordinance of the City of South Fulton. **A copy of the occupational tax certificate is attached.**
- ☐ Location above does **NOT have an occupational tax certificate with the City of South Fulton.**
If additional explanation is required, briefly explain below:
-
-

LaShayne Taylor
LaShayne Taylor (Dec 2, 2020 10:17 EST)

Print Name of Business Tax Specialist

Frank S. Milazi
Frank S. Milazi (Dec 7, 2020 18:48 EST)

Print Name of Department Head

LaShayne Taylor
LaShayne Taylor (Dec 2, 2020 10:17 EST)

Business Tax Specialist Signature

Frank S. Milazi
Frank S. Milazi (Dec 7, 2020 18:48 EST)

Department Head Signature

Return form via email to: Police License and Permits @ pdlicenses@cityofsouthfultonga.gov

CITY OF SOUTH FULTON - OCCUPATIONAL TAX CERTIFICATE

COSF Business License
5440 Fulton Industrial Blvd
Atlanta, GA 30331



License Id: [REDACTED] **Issued Date:** 07/16/20
Effective Date: 07/16/20 **Expiration Date:** 12/31/20
License Type: Supermarkets and Other Grocery

Business Name: Andy Food Center Inc.
Business Location: [REDACTED] newall Tell Rd

Andy Food Center Inc.
Sam's Supermarket
Zamilur Rahman
3840 Stonewall Tell Rd
College Park, GA 30349
[REDACTED]

2020

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

License Id: [REDACTED] **Issued Date:** 07/16/20
Effective Date: 07/16/20 **Expiration Date:** 12/31/20
License Type: Supermarkets and Other Grocery

2020

Business Name: Andy Food Center Inc.
Business Location: 3840 Stonewall Tell Rd

Andy Food Center Inc.
Sam's Supermarket
Zamilur Rahman
3840 Stonewall Tell Rd
College Park, GA 30349

FILE COPY



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336 · 470-809-7300

Keith Meadows
Chief of Police

October 30, 2020

City of South Fulton Fire Department
ATTN: Office of the Fire Marshal

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

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. To proceed, the listed business must pass a Fire Inspection. Please complete the form below and return this form to the person listed below.

This business is applying for the following alcohol license(s):

- | | | | |
|-------------------------------------|-------------------------|-------------------------------------|-------------------|
| ☐ | Consumption on Premises | ☐ | Distilled Spirits |
| ☐ | Beer | ☐ | Wine |
| ☒ | Retail | ☐ | Distilled Spirits |
| ☒ | Beer | ☒ | Wine |

Business Information:

Andy Food Center Inc.
Sam's SuperMarket
3840 Stonewall Tell Road, College Park, GA 30349
Zamilur Rahman
(770) 295-2367

For Fire Use Only

Date of Inspection: 12-4-2020

☒ Location above **MEETS ALL** City of South Fulton Fire Ordinance and Fire Codes

☐ Location **does NOT** meet City of South Fulton Fire Ordinance and Fire Codes

If not, briefly explain reason: _____

Andre Eberhart
Print Name of Fire Inspector

Andre Eberhart
Fire Inspector Signature

Donna Kaye Dingle
Print Name of Department Head

Donna Kaye Dingle
Department Head Signature

Return form via email to: Police Licenses and Permits @ pdlicenses@cityofsouthfultonga.gov



South Fulton Police Department

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

Keith Meadows
Chief of Police

February 3, 2021

To: ABL File
South Fulton Police Department
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Background Investigation. Please complete the form below and place in file folder.

This business is applying for the following alcohol license(s):

- [] Consumption on Premises
_____ Beer _____ Wine _____ Distilled Spirits
- [X] Retail
X Beer _____X_ Wine _____ Distilled Spirits

Business Information:

Andy Food Center, Inc
Dba Sam's Food Mart
3840 Stonewall Tell Road, College Park, GA 30349
Owner: Zamilur Rahman
Phone: 404-643-0387



For Law Enforcement Use Only

Date Background Investigation Completed: November 13, 2020

- [X] The Applicant listed above has met the requirements of the background investigation.
[] The Applicant listed above does **NOT** meet the requirements of the background investigation.

If not, briefly explain reason: _____

Kay Lester
Print Name of Investigator

[Signature] 2/3/21
Investigator Signature

Place Form in Police ABL File

COMMUNICATIONS

Call Time	Event ID	Rpt #	Street	Nature	Busine
12/05/2019 08	2019455624		3840 STONEWALL	TELL RD 90R RESIDENTIAL	SEW IT
12/14/2019 09	2019467461		3840 STONEWALL	TELL RD 90B BUSINESS	CH SEW IT
12/16/2019 19	2019470543	2019016699	3840 STONEWALL	TELL RD 79 STEALING	AUT SEW IT
12/21/2019 03	2019476552	2019016953	3840 STONEWALL	TELL RD 45 INVESTIGATE	SEW IT
03/26/2020 15	2020112816		3840 STONEWALL	TELL RD 90B BUSINESS	CH SEW IT
04/21/2020 00	2020140885		3840 STONEWALL	TELL RD 90B BUSINESS	CH SEW IT
05/12/2020 22	2020167443		3840 STONEWALL	TELL RD 54 SUSPICIOUS	P SEW IT
06/19/2020 20	2020214673		3840 STONEWALL	TELL RD 54 SUSPICIOUS	P SEW IT
06/19/2020 20	2020214704		3840 STONEWALL	TELL RD 90B BUSINESS	CH SEW IT
06/19/2020 21	2020214780		3840 STONEWALL	TELL RD 54 SUSPICIOUS	P YOUNG
07/22/2020 12	2020254110		3840 STONEWALL	TELL RD 22 VANDALISM	OR
07/25/2020 03	2020257492		3840 STONEWALL	TELL RD 90B BUSINESS	CH SEW IT
07/30/2020 13	2020263758		3840 STONEWALL	TELL RD 56 LOST PERSON	
08/04/2020 21	2020270063		3840 STONEWALL	TELL RD 90B BUSINESS	CH SEW IT
09/04/2020 19	2020310699		3840 STONEWALL	TELL RD 29 FIGHT OR DOM	SEW IT
09/12/2020 23	2020321019		3840 STONEWALL	TELL RD 23 DISORDERLY	C SEW IT
09/17/2020 09	2020326323		3840 STONEWALL	TELL RD 41 AUTOMOBILE	A
11/13/2020 18	2020396766		3840 STONEWALL	TELL RD 29 FIGHT OR DOM	SEW IT



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336

Phone: (470) 809-7300

Keith Meadows

Chief of Police

December 22, 2020

Fulton County School Board
ATTN: Dondrell Haines

Transportation Supervisor/Operations
Fulton County Schools System
55 Heath St. Fairburn, GA. 30213

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must verify compliance of distance from the nearest school and school bus stop. Please complete the form below and return this form to the person listed below.

This business is applying for the following alcohol license(s):

- | | | | | | | | |
|-------------------------------------|-------------------------|-------------------------------------|------|-------------------------------------|------|--------------------------|-------------------|
| ☐ | Consumption on Premises | ☐ | Beer | ☐ | Wine | ☐ | Distilled Spirits |
| ☒ | Retail | ☒ | Beer | ☒ | Wine | ☐ | Distilled Spirits |

Business Information:

Andy Food Center Inc.
Sam's SuperMarket
3840 Stonewall Tell Road, College Park, GA 30349
Zamilur Rahman
(770) 495-2367

For School Board Use Only

Date Completed: December 23, 2020

- ☒ Location above is 300 yards from nearest school ground
☒ Location above is 200 yards from the nearest school bus stop as designated by Fulton County Board of Education.

If not, briefly explain reason: _____

Business meet the above requirements of Fulton County Board of Education

Dondrell Haines

Print Name of Person Verifying Distance

Dondrell Haines

Dondrell Haines (Dec 23, 2020 10:45 EST)

Signature

Return form via email to: pdlicenses@cityofsouthfultonga.gov

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

SAM'S SUPERMARKET
3840 STONEWALL TELL ROAD
SUITE A
COLLEGE PARK, GA 30349

INVOICE #

20006288

CUSTOMER ID: [REDACTED] PIN: [REDACTED]

INVOICE DATE: 12/01/20

DUE DATE:

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

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		2021 Alcohol License Fees		
1.0000/1	ABLAPPL	Alcohol Lic - Application fee	300.000000	300.00
		2021 Alcohol License Fees		
1.0000/1	ABLADV	Alcohol Lic Advertising Fee	505.000000	505.00
		2021 Alcohol License Fees		
1.0000/1	ABLFIREI	Alcohol Fire Inspection Fee	75.000000	75.00
		2021 Alcohol License Fees		
1.0000/1	ABLSTRBR	Alcohol Lic Store -Beer	400.000000	400.00
		2021 Alcohol License Fees		
1.0000/1	ABLSTRWN	Alcohol Lic Store Wine	400.000000	400.00
		2021 Alcohol License Fees		
		TOTAL DUE:		\$ 1,680.00
		Prn Payment: 12/01/20 CR 3793989408		-1,680.00
		BALANCE:		\$ 0.00

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

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

SAM'S SUPERMARKET
3840 STONEWALL TELL ROAD
SUITE A
COLLEGE PARK, GA 30349

INVOICE #: 20006288
DESCRIPTION: 2021 Alcohol License Fees
CUSTOMER ID: [REDACTED] PIN: [REDACTED]
DUE DATE:
TOTAL DUE: \$ 0.00





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

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

James N. Hatten
Clerk of Court

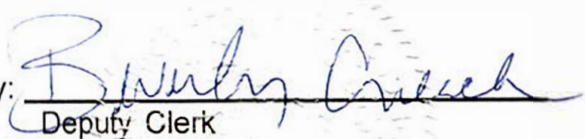
404-215-1600

Name: ZAMILUR RAHMAN

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 ZAMILUR RAHMAN 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 21st day of October, 2020.

JAMES N. HATTEN
DISTRICT COURT EXECUTIVE
CLERK OF COURT

By: 

Deputy Clerk

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



REPORT FOR LAND SURVEY
FOR ALCOHOLIC BEVERAGE LICENSE

For the purpose of the Alcoholic Beverage Ordinance distance means the measurement in lineal feet from the front entrance of the proposed location to the nearest property line of the private residence, church or place of religious services, public library, school ground or college campus, or designated school bus stop for drop off or pick up of children.

_____ A boundary line survey.

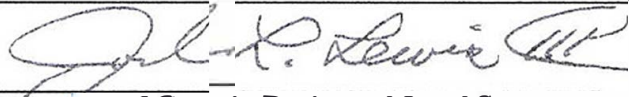
_____ A boundary line survey shall be prepared by a Georgia Registered Land Surveyor.

The following information shall be required on the survey:

1. Building location within boundaries of property.
2. Indicate location of main/front entrance of building to determine appropriate distance requirements.
3. Name, address, telephone number of applicant.
4. Date of survey, graphic scale and north arrow.
5. Location of tract (land district and land lot) and acreage.
6. Signature and certification statements as listed below on survey for related alcoholic beverage use.
7. Include one (1) of the certification statements as listed below on survey for related alcoholic beverage use.

_____ Certified that RETAIL SALES (Distilled Spirits) is not located within 100 feet of any private residence, or 300 feet of a church building or within 300 feet of any school building, school grounds, or college campus, or within 200 feet of any designated school bus stop for drop off or pick up of children.

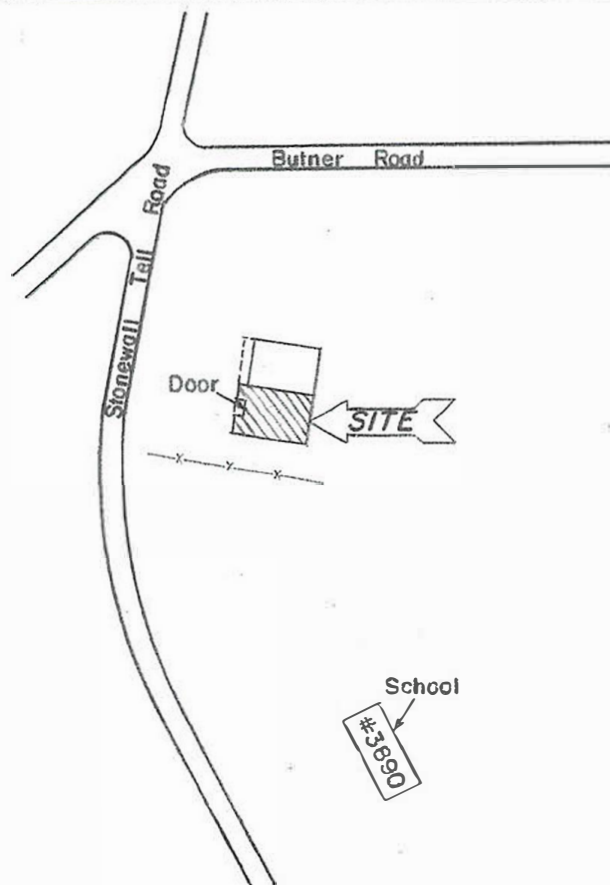
 X Certified that RETAIL SALES (Beer and Wine) is not located within 100 feet of any private residence, or 300 feet of a church building or within 300 feet of any school building, school grounds, or college campus, or within 200 feet of any designated school bus stop for drop off or pick up of children.


Signature of Georgia Registered Land Surveyor

1751
Surveyor Number



MAGNETIC



Site Address-
3840 Stonewall Tell Road
College Park, Georgia
30349

Certified that RETAIL SALES (Beer & Wine) is not located within 100 feet of any private residence, or 300 feet of any school building, school grounds, or college campus, or within 200 feet of any designated school bus stop for drop off or pick up of children.

The following distances were measured according to City of South Fulton code:

CHURCH- 1910' to First Baptist Church of Cliftondale, @ 4005 Stonewall Tell Road.

SCHOOL- 5100' to Stonewall Tell Elementary, @ 3310 Stonewall Tell Road.
320' to Stonewall Academy, @ 3890 Stonewall Tell Road. (childcare)

LIBRARY- 9200' to Wolf Creek Library, @ 3100 Enon Road.

RESIDENCE- 275' to house @ 3916 Stonewall Tell Road.

SCHOOL BUS STOP- 1600' to stop @ Marsham Drive & Marshweed Court.

There are no alcohol treatment centers within 300' of this site.

City of South Fulton Beer & Wine Package Sales License Survey for:
Andy Food Center Inc. d/b/a Sams Supermarket



DATE: 9/9/2020	SCALE: 1" = 200'	0 100 200 400 GRAPHIC SCALE IN FEET
DRAWN BY: GD		
LAND LOT 143	14th DISTRICT	SECTION
FULTON	COUNTY	GEORGIA
GEORGIA LAND SURVEYING CO. 155 CLIFTWOOD DRIVE, ATLANTA, GA 30328 PH (404)255-4671 FAX (404)255-6607 WWW.GLSURVEY.COM		202127

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 05/25/2020 15:42:24

BUSINESS INFORMATION

BUSINESS NAME : ANDY FOOD CENTER INC
CONTROL NUMBER : 19028175
BUSINESS TYPE : Domestic Profit Corporation
ANNUAL REGISTRATION PERIOD : 2020

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : [REDACTED] CHAMBLEE, GA, 30341, USA
REGISTERED AGENT NAME : FERZANA KHAN
REGISTERED OFFICE ADDRESS : [REDACTED] CHAMBLEE, GA, 30341, USA
REGISTERED OFFICE COUNTY : Dekalb

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 3840 stone wall tell rd, college park, GA, 30349, USA
REGISTERED AGENT NAME : ZAMILUR RAHMAN
REGISTERED OFFICE ADDRESS : [REDACTED] LAWRENCVILLE, GA, 30044-7318, USA
REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
zamilur rahman	CEO	3840 stone wall tell rd, college park, GA, 30349, USA
zamilur rahman	CFO	3840 stone wall tell rd, college park, GA, 30349, USA
zamilur rahman	Secretary	3840 stone wall tell rd, college park, GA, 30349, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : 1000
AUTHORIZER TITLE : Officer



CERTIFICATE OF COMPLETION

This certifies that

Zamilur Rahman

has successfully completed the course

Learn2Serve On-Premises Alcohol Seller-Server



Course Duration
3.0



Completion Date
10/23/2020



Certificate #
000018084099

A handwritten signature in black ink, likely of the official.

Official Signature



6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | www.360training.com



City of South Fulton

AMERICAN RED CROSS MONTH (March 2021)

WHEREAS, March is American Red Cross Month, a special time to honor the kindness of our neighbors who aid families in need every day in the City of South Fulton, throughout Fulton County, across the United States and around the world. Their dedication touches millions of lives each year as they carry out the organization's 140-year mission of preventing and alleviating suffering; and

WHEREAS, during the trying times of the coronavirus pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking disasters across the country or rolling up their sleeves to give blood when our country faced a severe blood shortage; and

WHEREAS, in the City of South Fulton, the American Red Cross was instrumental in responding to several fire incidents, including establishing a disaster relief site at the City's Welcome All Recreation Facility on January 30, 2020 in response to a fire at the Camelot Condominiums; and

WHEREAS, the American Red Cross partnered with the City Chaplain's office to promote and conduct a Citywide Blood Drive that brought awareness to the urgent need for blood throughout Fulton County; and

WHEREAS, throughout Fulton County, including the City of South Fulton, local families have relied on Greater Atlanta Red Cross volunteers for comfort and hope while coping with home fires, the critical need for blood donations and other emergency needs. Last year, Greater Atlanta volunteers, in Fulton County alone, assisted 1,294 residents after home fires with urgent needs like food, lodging and recovery support – more than any other county in Georgia. They also deployed to disasters such as the tornados in Georgia in the spring of 2021 and other disasters across our nation; and

WHEREAS, this lifesaving work is vital to strengthening South Fulton's resilience and humanity towards its citizens. Nearly 200 years since the birth of American Red Cross founder Clara Barton, the City of South Fulton dedicates the month of March to all those who continue to advance her noble legacy, and asks others to join in their commitment to care for people in need.

NOW, THEREFORE BE IT RESOLVED, the Mayor and Council of the City of South Fulton recognizes the vital and essential work of the American Red Cross, commends the American Red Cross for its unwavering humanitarian efforts and does hereby proclaim the month of March 2021, as **"American Red Cross Appreciation Month"** in the City of South Fulton, Georgia.

Councilwoman Carmalitha L. Gumbs, MBA, MHA, District 2



City of South Fulton

WHEREAS, George Allen Bynoe was the eldest son born from the union of the late Dudley S. Bynoe and Ruby Archer in New York City and grew up in Port Jefferson Station; and

WHEREAS, George graduated from Port Jefferson High School in 1960 and went on to join the United States Air Force where he completed a four-year tour of duty and upon discharge moved to Queens, New York; and

WHEREAS, George was employed at Pan Am for 20 years, subsequently moving to the New York City Department of Environmental Protection where he was employed for at least 25 years; and

WHEREAS, George had a strong work ethic but also had a vision to make communities better. He was well known for organizing feeding programs and advocacy in Queens and at one time was considered the honorary “Mayor of Queens”; and

WHEREAS, over the years, George was an active member of the Hollis Presbyterian Church and later Riverside Church, both in New York City; and

WHEREAS, Trustee George was ordained on April 11, 2011, and served as the Assistant Pastor of Mount Zion Missionary Baptist Church, Patchogue, New York under the leadership of Bishop Frederick O. Harrington; and

WHEREAS, he became known as Reverend George Allen Bynoe, a caring, humble servant who demonstrated what life is about; and

WHEREAS on Friday, February 26, 2021, God said, “well done, my good and faithful servant,” and called him from labor to reward. His spirit will live on through the legacy he left for his family.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and South Fulton City Council celebrate the life, legacy, and ministry of Reverend Bynoe and do hereby proclaim March 18, 2021, as “**Reverend George Allen Bynoe Day**” in the City of South Fulton, Georgia.

Councilwoman Catherine Foster Rowell, Ph.D., District 1



City of South Fulton

WHEREAS, Brother Haroun Shahid Wakil, aka Aaron Bridges, who was a Lion and staple in the South Fulton Community, and founder of Street Groomers, a Community Organization devoted to higher community efficacy, has returned home on February 24, 2021.

WHEREAS, Haroun Wakil, who has given a voice to the voiceless and marginalized, established Street Groomers to not only clean up our communities, but to provide viable alternatives to life on the streets.

WHEREAS, Haroun Wakil spearheaded community services provided by Street Groomers such as walking our children to and from school buses, patrolling high crime communities, and coordinated rallies on behalf of those who were disaffected and the abused by the police.

WHEREAS, Brother Wakil, this beloved force of nature, worked extensively with local Politicians, including City of South Fulton Elected Officials, to bring further efficacy into the community, as well as served as Community Partner with the Fulton County District Attorney's Office on the Fulton County Gang Coordinator's program.

Now, therefore be it resolved, That the Mayor and City Council of the City of South Fulton do hereby proclaim Saturday, February 27th, 2021 as **"HAROUND SHAHID WAKIL APPRECIATION DAY"** in the City of South Fulton, Georgia.

Councilman Mark Baker

WHEREAS, Haroun Shahid Wakil, a.k.a. “Big Haroun” became an ancestor February 24, 2021; and

WHEREAS, Wakil founded The StreetGroomers — a nonprofit organization which lead scores of young, Black men who had grown tired of life “in the streets” to transform their lives and become protectors in their communities; and

WHEREAS, Wakil & the StreetGroomers organized countless food & clothing drives, neighborhood & school patrols throughout Atlanta and South Fulton; and provided security for countless organizations and ad-hoc actions protesting both police violence and the economic violence of gentrification; and

WHEREAS, Wakil & the StreetGroomers attended events in Creel Park to provide security for events there organized by Councilman khalid to re-connect the surrounding communities with the park; and

WHEREAS, Wakil’s life epitomized the spirit of unity, self-determination, collective work & responsibility and purpose; and his transition leaves a void that must inspire other Black people to fill,

NOW, THEREFORE BE IT RESOLVED that the City Council of South Fulton — the Blackest City in America — join in recognizing Thursday, June 10, **2021 HAROUN SHAHID WAKIL DAY** in the City of South Fulton.

Councilmember khalid, District 6

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

**PROCLAMATION
“Yung Joc” Day**

**PROCLAMATION OF THE CITY OF SOUTH FULTON RECOGNIZING
YUNG JOC DAY**

WHEREAS, Jasiel “Yung Joc” Robinson, a South Fulton native and graduate of McNair Middle and Banneker High School has a successful entertainment carrer now spanning two decades; and

WHEREAS, Mr. Robinson has managed several talents since the Grammy®-nominated release of *It’s Goin’ Down* and inception of Grannyman Publications, Inc. and continues to serve as a music executive cultivating young music careers; and

WHEREAS, Mr. Robinson has maintained the number one radio morning show in Atlanta for 3 years as the lead host of the Morning Takeover on Streetz 94.5 FM; and

WHEREAS, Mr. Robinson’s contributions to his childhood community include opening two brick and mortar businesses — Club South Beach and Exclusive Rim & Tire located on Old National Highway, in which he provides employment for several South Fulton residents; and

WHEREAS, Mr. Robinson, with the help of Big Brothers Big Sisters of Metro Atlanta, created the The Jasiel Robinson Mentoring Program (JRMP), which awakens the potential of Metro Atlanta’s Southside youth through in-depth exposure to the Arts, Entrepreneurship, and Entertainment; and

WHEREAS, Mr. Robinson has used his platforms and businesses to serve the front line responders of Grady Hospital and partner with local organizations to feed public school students and families during the 2020 Coronavirus pandemic; hosted a voter registration for the 2020 elections; hosted a warming drive for the homeless and a toy drive for South Fulton families & children; and

NOW, THEREFORE BE IT RESOLVED, I, Old National Councilman khalid, Mayor William "Bill" Edwards & City Council of South Fulton hereby declare **Monday, September 20, 2021** as **YOUNG JOC DAY** in the City of South Fulton.

Councilmember khalid, District 6

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

**PROCLAMATION
Ray Mills**

**PROCLAMATION CELEBRATING ENTREPRENEURIAL EXCELLENCE IN
THE CITY OF SOUTH FULTON**

WHEREAS, Ray Mills is a 34-year-old entrepreneur who grew up in what is now District Six of the City of South Fulton; and

WHEREAS, after dropping out of high school, Mills went on to earn his GED, a college degree and founded The Mills Academy, a childcare development center that serves his Old National Community; and

WHEREAS, in 2014 Mr. Mills ran together with Londrelle Hall more than 540 miles for nearly three weeks to bring attention to the murder of Michael Brown and countless other unarmed, African Americans; and

WHEREAS, Brown's tragic incident inspired the creation of their foundation, *Run for Justice* to help build communities through educational programs, workshops with African-American history and arts, and youth empowerment; and

WHEREAS, Mills is the bestselling author of "Let's Start a Business" and "Positively Living"; and

WHEREAS, Ray Mills' philanthropy has touched the lives of countless youth in the South Fulton community, including his recent contribution of \$8000 to his elementary alma mater, Love T. Nolan; and

WHEREAS, Ray Mills' story of perseverance and activism serves as inspiration to the Old National community and the entire city of City of South Fulton

NOW, THEREFORE BE IT RESOLVED I, Old National Councilman khalid, Mayor William "Bill" Edwards & City Council of South Fulton hereby declare Wednesday, August 18, 2021 as **RAY MILLS DAY** in the City of South Fulton.

Councilmember khalid, District 6



City of South Fulton

WHEREAS, Another Way Out, Inc (AWO) was founded in 1992 as a 501(c)3 organization whose mission is to empower youth in the Atlanta metropolitan area through mentoring and the provision of life skills; and

WHEREAS, AWO's goal is to bolster self-confidence in our youth so that they have a strong work ethic that will allow them to become productive and self-sustaining members of society that can reach their full potential; and

WHEREAS, AWO focuses on creating opportunities for youth to broaden their perceptions of what life has to offer, motivating them to stay in school, resist negative peer pressure, and avoid teen parenthood, drugs, violence and other risky behaviors; and

WHEREAS, AWO has impacted thousands of youth and their families through programs, events, holiday toy drives and community beautification initiatives to improve the quality of life of others and instill community pride; and

WHEREAS, Sam Thompkins as the founder of AWO has partnered with the Cascade Business Merchants Association for many years and provided the Cascade Driving Range as a gathering spot for monthly community cleanups to beautify the commercial business corridor and create a strong community.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and South Fulton City Council celebrate Mr. Thompkins' commitment to Southwest Atlanta and South Fulton County and do hereby proclaim February 27, 2021 as "**Sam Thompkins Appreciation Day**" in the City of South Fulton, Georgia.

Councilwoman Catherine Foster Rowell, Ph.D., District 1



City of South Fulton

WHEREAS, Fulton County Schools is the fourth largest school system in the state of Georgia, with more than 14,000 full and part-time employees;

WHEREAS, more than 7,500 educators are employed with Fulton County Schools;

WHEREAS, the geographical makeup of Fulton County Schools is divided into seven “learning zones.” Three of those zones, 1, 2 and 3, are located in South Fulton;

WHEREAS, a total of 2,411 educators instruct in South Fulton Learning Zones 1, 2, and 3;

WHEREAS, South Fulton Educators are providing synchronous and asynchronous instruction to students;

WHEREAS, South Fulton Educators work diligently with parents to provide resources for students;

WHEREAS, COVID-19 presented a number of challenges, South Fulton Educators were instrumental in developing creative solutions, including virtual meetings, to continue activities for students during this time;

WHEREAS, South Fulton Educators have collaborated with hundreds of stakeholders, in addition to; families, elected officials, businesses, faith, and community-based organizations;

WHEREAS, South Fulton Educators expand opportunities by creating more sustainable, resilient communities and providing education, guidance and assistance for students in South Fulton;

WHEREAS, South Fulton Educators are persistent in building safe, inclusive environments that honor the talents, identities, social-emotional needs, and potential of all students;

WHEREAS, South Fulton Educators meet challenges, strengthening the vices and practices of educators to ensure every student comes first in these challenging times;

WHEREAS, the dedication of South Fulton Educators is a valuable resource for our community;

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council acknowledges the hard, dedicated work of South Fulton Educators, thanks them for their continued sacrifice and service, and do hereby proclaim, Thursday, March 18, 2021 as ***SOUTH FULTON EDUCATORS DAY*** in the City of South Fulton.

Mayor William “Bill” Edwards

WHEREAS, Vernon Eulion Jordan, Jr. was born in Atlanta on August 15, 1935 and became an ancestor March 1, 2021 at the age of 85; and

WHEREAS, upon graduating Howard University Law School, a historically Black University, Jordan began a career of fighting for Civil Rights, joining the Atlanta law firm of Donald E. Hollowell and successfully winning admission of the first two African American students — Charlayne Hunter & Hamilton E. Holmes — to the University of Georgia in 1961; and personally escorted Ms. Hunter through a mob and into the doors of the school on her first day; and

WHEREAS, Jordan went on to become the State Field Director of the Georgia NAACP, Executive Director of the United Negro College Fund, President of the National Urban League and advisor to U.S. Presidents; and

WHEREAS, Jordan survived an assassination attempt and served on the boards of countless Fortune 500 companies — including American Express, Xerox and the Dow Jones itself — moving his fight for African American access & opportunity to the promise of America from the civil to economic arena; and

WHEREAS, Jordan served as an example and mentor to many in this coming generation of civil rights, business and elected leaders,

NOW, THEREFORE BE IT RESOLVED the Mayor and City Council of South Fulton — the Blackest City in America — join in recognizing Monday, March 1, **2021 VERNON JORDAN DAY** in the City of South Fulton.

Councilmember khalid, District 6

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 <i>Shayla Reed</i>		Finance Director Approval	
Assistant City Manager Approval <i>[Signature]</i>		City Attorney Approval	
		City Manager Approval <i>Tammi Saddler Jones</i>	

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER



SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT &
REGULATORY AFFAIRS

TO: Tammi Saddler Jones
City Manager

FROM: Shayla Reed
Director, Community Development and Regulatory Affairs

DATE: March 9, 2021

SUBJECT: Council to confirm the recorded plat for Queen Anne
(Tapestry at Le Jardin)

Per Section 4.2.2.E of the City's Municipal Code of Ordinances, staff is to provide a copy of the received adopted plats by Fulton County Superior Court.

Queen Anne (Tapestry at Le Jardin) is zoned MIX (Mixed Use), consists of 2.00 acres and is a part of Tapestry within the Le Jardin Sub-division. The infrastructure, i.e., streetlights and roads are currently in place. The plat has 6 lots, and all exist on one Cul-de-Sac.

4.2.2.E

The final plat shall be considered approved at the time of the certification by the Director. Upon receipt of the recorded plat by the Department, the final plat shall be presented for confirmation to the City Council at the next regularly scheduled meeting. In residential and non-residential subdivisions, building permits shall not be issued for any approved minor or final plat until the approval of the Director and the receipt by the Department of the final recorded plat for subsequent confirmation by the City Council is complete.

FINAL PLAT FOR:
LE JARDIN "MOAIC" POD M PHASE 2, TAPESTRY
SUBDIVISION PHASE 2
SOUTH FULTON, GA 30213
LOCATED IN LANDLOT 30 & 31, DISTRICT 9C
FULTON COUNTY, GEORGIA
PARCEL ID: 09C100000312146

SITE IS ZONED MIX PER 2005Z-0010 & 2006ZM-0006
AUGUST 5, 2020

ENGINEERING PLAT NOTES:

GENERAL NOTES

OWNER/SUBDIVIDER:

RUFUS OLADAPO

833 QUEEN ANNE'S LACE COURT
SOUTH FULTON, GA 30213

24 HOUR EMERGENCY CONTACT:

RUFUS OLADAPO

770.560.8220

SURVEYOR:

LAND ENGINEERING AND SURVEYING, INC.

2040 MEYERS DRIVE

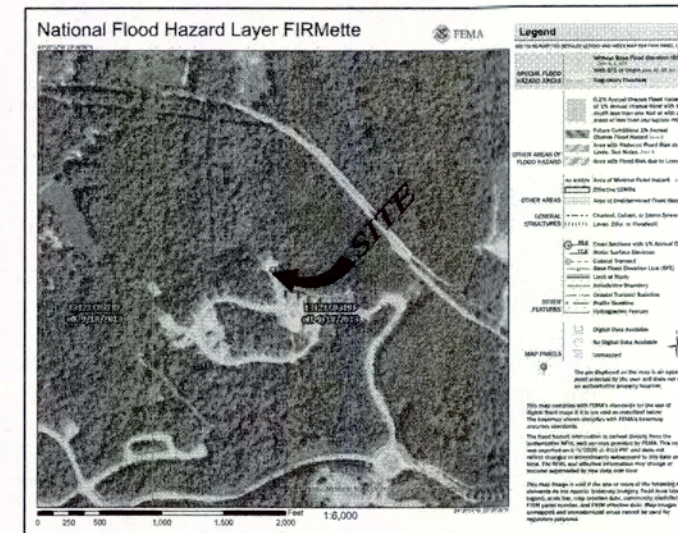
LAWRENCEVILLE, GEORGIA 30045

TEL (404) 396-0192

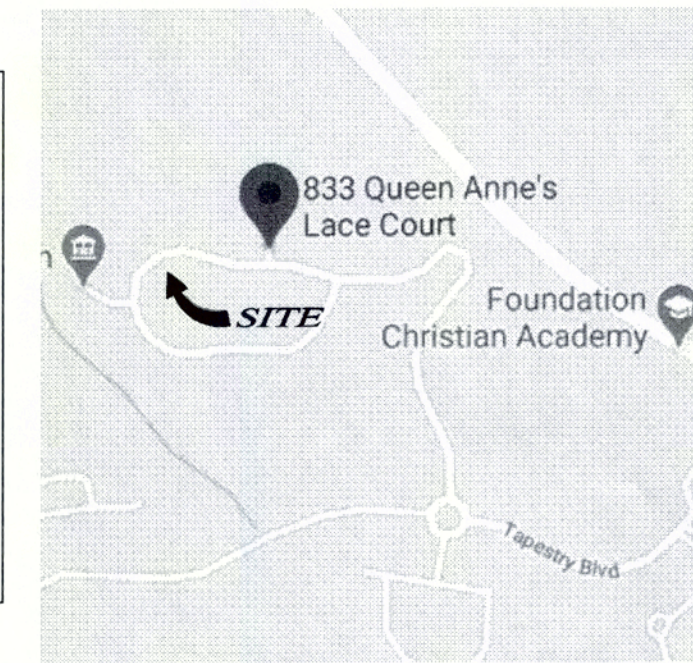
CONTACT: CORNELIUS ANI

ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY
MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL BUFFER
AND A 75 FEET IMPERVIOUS SURFACE SETBACK.

ACCORDING TO FIRM PANEL 13121C0319F, DATED SEPTEMBER
18, 2013, THIS PROPERTY LIES WITHIN AN UNSHADED ZONE X
AREA



FEMA FLOOD MAP NTS



LOCATION MAP NTS

Clerk's Filing Stamp Box

CERTIFICATION AS TO RECORDING

This is to certify that this plat has been
recorded in plat book

Page _____ of Fulton County

Recorded on _____ 20____

Clerk, Superior Court

Fulton County, Georgia

OWNER'S CERTIFICATE OF DEDICATION AND ACKNOWLEDGEMENT

STATE OF GEORGIA
COUNTY OF FULTON
THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT
AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR
THROUGH A DULY AUTHORIZED AGENT, HEREBY
ACKNOWLEDGES THAT THIS SUBDIVISION PLAT WAS MADE
FROM AN ACTUAL SURVEY, AND THERE ARE NO PUBLIC
DEDICATIONS ON THE PROPERTY

SUBDIVIDER: RUFUS OLADAPO

DATE: 08/05/2020

OWNER: RUFUS OLADAPO

DATE: 08/05/2020

STATEMENT OF SLOPE EASEMENT:

THIS PLAT IS APPROVED WITH THE UNDERSTANDING THAT
EASEMENT IS GRANTED THE CITY OF SOUTH FULTON ALONG
ALL ROAD FRONTAGE FOR THE PURPOSE OF SLOPING CUTS
AND FILLS AS FOLLOWS:
0' TO 5' -NOT LESS THAN 3 TO 1 SLOPE
5' TO 10' -NOT LESS THAN 2 TO 1 SLOPE

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

I CERTIFY THAT THIS DEVELOPMENT HAS COMPLIED WITH
THE APPLICABLE SANITARY SEWER REQUIREMENTS OF
FULTON COUNTY AS OF THE FOLLOWING DATE. ANY
REVISIONS TO THIS DOCUMENT AFTER THE DATE BELOW
THAT MAY AFFECT SEWER SYSTEMS PRESENTED HEREON
SHALL VOID THIS APPROVAL.

APPROVED THIS _____ DAY OF _____
_____, 2020.

SIGNATURE _____ PRINTED NAME AND TITLE _____

FINAL PLAT APPROVAL

THE DIRECTOR OF THE COMMUNITY AND REGULATORY AFFAIRS
DEPARTMENT OF THE CITY OF SOUTH FULTON, GEORGIA,
CERTIFIES THAT THIS PLAT COMPLIES WITH THE SOUTH FULTON
ZONING RESOLUTION, CONDITIONS OF ZONING, AND THE SOUTH
FULTON SUBDIVISION REGULATIONS, AS AMENDED.

FOR THE DIRECTOR, COMMUNITY AND REGULATORY AFFAIRS DATE

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

- MINIMUM BUILDING SETBACKS:
FRONT: 10'
SIDE: 0'
SIDE CORNER 10'
REAR: 20'
MINIMUM LOT FRONTAGE 20'
MINIMUM HEATED FLOOR AREA 2,000 S.F.
MINIMUM LOT WIDTH AT BUILDING LINE 50'
MINIMUM BUILDING SEPARATION 10'
- "CITY OF SOUTH FULTON, FULTON COUNTY, AND CITY OF
ATLANTA PERSONNEL AND/OR AGENTS
SHALL HAVE FREE AND TOTAL ACCESS TO AND ACROSS
ALL EASEMENTS."
- ALL UTILITIES ARE UNDERGROUND.
- USE: SINGLE FAMILY RESIDENTIAL
- SITE IS CURRENTLY ZONED "MIX"
- WATER SERVICE TO BE PROVIDED BY CITY OF
ATLANTA
- ALL SANITARY SEWER EASEMENTS ARE PUBLIC.
- ALL STORM DRAINAGE EASEMENTS ARE
PRIVATELY MAINTAINED
- UTILITY EASEMENTS CENTERED ON PIPES UNLESS
NOTED OTHERWISE.
- ALL ROADS ARE PUBLIC.
- SUBJECT PROPERTY HAS ACCESS FROM QUEEN
ANNE'S LACE COURT.
- NOT ALL IMPROVEMENTS ARE SHOWN
- BEARING SHOWN ARE CALCULATED FROM ANGLES
TURNED
- TOTAL SITE ACREAGE = 87,827 S.F. (2.00 AC)
14.1. AREA OF LOT 099 = 12,750 S.F. (0.29 AC)
14.2. AREA OF LOT 100 = 17,108 S.F. (0.39 AC)
14.3. AREA OF LOT 101 = 18,377 S.F. (0.42 AC)
14.4. AREA OF LOT 102 = 18,928 S.F. (0.43 AC)
14.5. AREA OF LOT 103 = 10,100 S.F. (0.23 AC)
14.6. AREA OF LOT 104 = 10,564 S.F. (0.24 AC)

FLOOD HAZARD

The Intermediate Regional Flood (I.R.F.) areas shown hereon were determined by
the Professional Engineer whose stamp and signature are affixed hereto. The
City of South Fulton does not, by approving this plat, warrant their accuracy,
not imply that land outside the areas of flood hazard shown, will be free from
flooding or flood damage. Further, the City of South Fulton does not by
approving this plat nor accepting the public improvements therein, assume
maintenance of the flood carrying capacity of the flood areas or watercourses.
Maintenance shall remain the responsibility of the owner/s of the land upon
which they exist. The owner of a lot or parcel, that contains a flood hazard
area, is required to submit a site plan to the City of South Fulton, prior to
the initiation of any improvements to the lot or Revised 12/18 Page 4 of 7
The site plan shall include the location and elevation of the I.R.F. within
the lot or parcel and the existing and proposed improvements. Approval of the
site plan by the City of South Fulton is required prior to the issuance of a
building permit.

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

OWNER'S ACKNOWLEDGEMENT:

STATE OF GEORGIA
CITY OF SOUTH FULTON
(COUNTY OF FULTON)

The owner of record of the land shown on this plat and
whose name is subscribed thereto, in person or through a
duly authorized agent, hereby acknowledges that this plat
was made from an actual survey, dedicates to the public for
use forever those water and sewer improvements constructed
in accordance with this plat that are specifically labeled as
dedicated to the public, and dedicates to the City of South
Fulton, the complete ownership and use of all public streets
and dedicated right-of-way specifically labeled as public
streets and dedicated right-of-way, and
dedicates to the use of the public forever the following:

Public Streets _____ acres
Public Sewer Easements _____ acres
Public Drainage Easements _____ acres
Public Parks/Open Space _____ acres

Rufus Oladapo

Typed Name of Subdivider Typed Name of Owner of Record

Signature of Subdivider Signature of Owner of Record

3/4/2021

Date

3/4/2021

Date

TAPESTRY AT LEJARDIN HOMEOWNERS ASSOCIATION
COVENANTS AND RESTRICTIONS:

This plat is subject to the Covenants, Conditions and
Restrictions of the Declaration of Covenants,
Conditions and Restrictions for Homeowners
Association of Tapestry at LeJardin as recorded in
plat book Deed Book 42355, Pages 573, 617-622 in
office of the Clerk of the Superior Court of Fulton
County Georgia.

DRAINAGE:

The owner of record, on behalf of himself (itself) and all
successors in interest, specifically releases the City of South
Fulton from any and all liability and responsibility for
flooding or erosion from storm drains or from flooding from
high water of natural creeks, rivers or drainage features. A
drainage easement is hereby established for the sole
purpose of providing for the emergency protection of the
free flow of surface waters along all watercourses as
established by these Regulations and the Director of the
Department of Public Works. Said Director may
conduct emergency maintenance operations within this
easement where emergency conditions exist. Emergency
maintenance shall be the removal of trees and other debris,
excavation, filling and the like, necessary to remedy a
condition, which in the judgment of staff and Director, is
potentially injurious to life, property, or the public road or
utility system. Such emergency maintenance, conducted for
the common good, shall not be construed as constituting a
continuing maintenance obligation on the part of the City
of South Fulton County nor abrogation of the City of South
Fulton's right to seek reimbursement for expenses from the
owner(s) of the property(ies) or the lands that generated
the conditions.

FULTON COUNTY HEALTH DEPARTMENT

This subdivision, as shown, is approved upon the condition that
sewage disposal and water supply facilities are in compliance
with Articles C and D, Sewage Disposal and Drinking Water Supply
of the Fulton County Health Department regulations and in
accordance with the requirements below:

WATER SUPPLY

(☒) Public Water Supply

SEWAGE DISPOSAL

(☒) Public Sanitary

() Individual Water Supplies () Individual Onsite Sewage
Service Requirements -S/D Type Service Requirements -S/D Type
(☒) Type "A" () Type "A" (☒) Type "C"
() Type "B" () Type "B" () Type "D"

3/4/2021

Date

Signature of Fulton County Health Department

Revision Date

Fulton County Health Department

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS
BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL
JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES,
SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR
AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL
BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY
PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS
PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS
IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA
BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND
AS SET FORTH IN O.C.G.A. SECTION 15-6-67

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS
PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY
DIRECT SUPERVISION; THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST OR
MARKED AS FUTURE AND WILL BE PLACED DURING THE CONSTRUCTION OF THE
IMPROVEMENTS SHOWN ON THIS PLAT AND THEIR LOCATION, SIZE, TYPE AND
MATERIAL ARE CORRECTLY SHOWN.

BY: CORNELIUS O. ANI
REGISTERED GEORGIA LAND SURVEYOR NO: 3253
DATE: 08/05/2020

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE
METER; LINEAR PRECISION OF TRAVERSE: 1/10,000+; ANGULAR ERROR: 3" PER POINT. THE TRAVERSE WAS
ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT: 1/91,957. MATTERS OF TITLE ARE EXCEPTED.

LAND ENGINEERING
& SURVEYING, INC.



MINOR SUBDIVISION PLAT FOR:
833 QUEEN ANNE COURT PLACE
SOUTH FULTON, GA 30213
LOCATED IN LANDLOT 30 & 31,
DISTRICT 9C
FULTON COUNTY, GEORGIA
PARCEL ID: 09C100000312146

REVISIONS

REV.	DATE	REVISION REFERENCE:
1	12.08.20	Address City comments

SHEET TITLE

FINAL PLAT

COVER

SEAL



PROJECT ID: 2020136	FIELD BOOK XX
DRAWN BY JK	CHECKED BY CA
SCALE NTS	ISSUE DATE 08.05.2020

SHEET NUMBER
1 OF 2

Plotted By: UNFILED Drawing name: C:\Civil 3D\Projects\2020\136_833 QUEEN ANNE'S COURT\2020136_833 QUEEN ANNE'S COURT.dwg Plotted on: Dec-20-2020 1:53pm

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 <i>Shayla Reed</i>		Finance Director Approval	
Assistant City Manager Approval <i>[Signature]</i>		City Attorney Approval	
		City Manager Approval <i>Tammi Saddler Jones</i>	

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER



SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT &
REGULATORY AFFAIRS

TO: Tammi Saddler Jones
City Manager

FROM: Shayla Reed
Director, Community Development and Regulatory Affairs

DATE: March 9, 2021

SUBJECT: Council to confirm the recorded plat for Camp Creek Village Phase 3

Per Section 4.2.2.E of the City's Municipal Code of Ordinances, staff is to provide a copy of the received adopted plats by Fulton County Superior Court.

Camp Creek Village Phase 3 is zoned CUP (Community Unit Plan District), Phase 3 consist of 57.66 acres with 112 lots. Roads are in place and the streetlights will be installed as the homes are built.

4.2.2.E

The final plat shall be considered approved at the time of the certification by the Director. Upon receipt of the recorded plat by the Department, the final plat shall be presented for confirmation to the City Council at the next regularly scheduled meeting. In residential and non-residential subdivisions, building permits shall not be issued for any approved minor or final plat until the approval of the Director and the receipt by the Department of the final recorded plat for subsequent confirmation by the City Council is complete.

RECORDATION AREA

Plat Book 437 Page 16
 Filed and Recorded 02/05/2021 02:34:00 PM
 2021-0032135
 CATHELENE ROBINSON
 Clerk of Superior Court
 Fulton County, GA
 Participant IDs: 2064410406

As required by subsection (d) of O.C.G.A. Section 15-6-67 this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

[Signature]
 Aaron M. McCullough (Ga. R.L.S. #2990)

12/8/20
 DATE

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS PERFORMED USING AN CLOSED TRAVERSE AND HAS A CLOSURE PRECISION OF ONE FOOT IN 25,000 FEET AND AN ANGULAR ERROR OF 2" PER ANGLE POINT, AND WAS NOT ADJUSTED.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 133,758 FEET.

THE FOLLOWING TYPE OF EQUIPMENT WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT:
 TRIMBLE S6 ROBOTIC TOTAL STATION AND DATA COLLECTOR

STATEMENT OF SLOPE EASEMENT

This plat is approved with the understanding that easement is granted the City of South Fulton along all road frontage for the purpose of sloping cuts and fills as follows:

0' to 5' - not less than 3 to 1 slope
 5' to 10' - not less than 2 to 1 slope

LEGEND

● — CALCULATED POINT	⊙ — WATER METER
○ — IRON PIN FOUND	⊕ — WATER VALVE
○ — IRON PIN SET (1/2" REBAR)	⊕ — FIRE HYDRANT
□ — R/W MONUMENT	⊕ — SANITARY SEWER MANHOLE
P/L — PROPERTY LINE	○ — CLEANOUT
R/W — RIGHT OF WAY	⊕ — GREASE TRAP
N/F — NOW OR FORMERLY	⊕ — GAS METER
B/L — BUILDING LINE	⊕ — POWER METER
OTF — OPEN TOP PIPE	⊕ — GAS VALVE
⊕ — DOUBLE WING CATCH BASIN	⊕ — POWER POLE
⊕ — HEADWALL	⊕ — GUY ANCHOR
⊕ — JUNCTION BOX	⊕ — BOLLARD
⊕ — DROP INLET	⊕ — IRRIGATION CONTROL VALVE
⊕ — CORRUGATED METAL PIPE	⊕ — FIBER OPTIC MARKER
⊕ — REINFORCED CONCRETE PIPE	⊕ — FIRE DEPT. CONNECTION
⊕ — LIGHT POLE (1 LAMP)	⊕ — CONCRETE
⊕ — LIGHT POLE (2 LAMPS)	
⊕ — LIGHT POLE (3 LAMPS)	
⊕ — LIGHT POLE (4 LAMPS)	
— X — BOUNDARY LINE	
— X — FENCE	
— L — GAS LINE	
— L — UNDERGROUND POWER LINE	
— SS — OVERHEAD POWER LINE	
— SS — SANITARY SEWER LINE	
— SS — STORM DRAIN LINE	
— SS — WATER LINE	

DRAINAGE

The owner of record, on behalf of himself (itself) and all successors in interest, specifically releases the City of South Fulton from any and all liability and responsibility for flooding or erosion from storm drains or from flooding from high water of natural creeks, rivers or drainage features. A drainage easement is hereby established for the sole purpose of providing for the emergency protection of the free flow of surface waters along all watercourses as established by these rules and regulations of the Department of Public Works. Said Director may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other debris, excavation, filling and the like, necessary to remedy a condition, which in the judgment of staff and Director, is potentially injurious to life, property, or the public road or utility system. Such emergency maintenance, conducted for the common good, shall not be construed as constituting a continuing maintenance obligation on the part of the City of South Fulton County nor abrogation of the City of South Fulton's right to seek reimbursement for expenses from the owner(s) of the property(ies) or the lands that generated the conditions.

CERTIFICATE OF RECORDING

This is to certify that this plat has been recorded in Plat Book
 Page _____ of Fulton County
 Recorded on _____ 20____
 Clerk, Superior Court
 Fulton County, Georgia

PRIVATE STREETS WITHIN CAMP CREEK VILLAGE PHASE 3 ARE SUBJECT TO THE WATER UTILITY EASEMENT AGREEMENT BETWEEN LANDLIFE, LLC AND CITY OF ATLANTA, RECORDED AT DB 62945, PG 641-661.

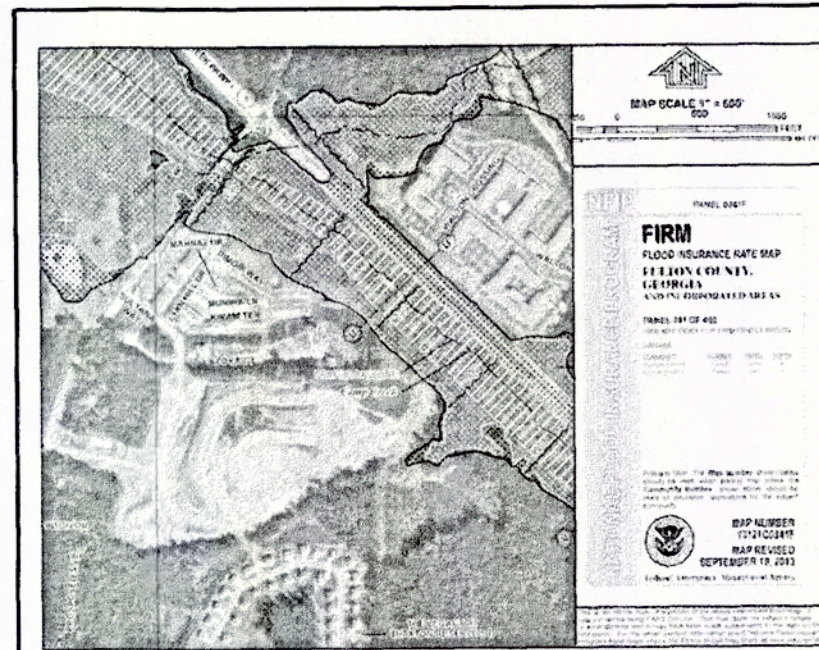
THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN A SEPARATE DOCUMENT(S) ATTACHED HERETO DATED 10/14/20, WHICH HEREBY BECOMES A PART OF THIS PLAT, RECORDED IN D.B. 62473, PG. 657 AND SIGNED BY THE OWNER.

OWNERS INDEMNIFICATION AND MAINTENANCE AGREEMENT FOR DETENTION PONDS SET FORTH IN A SEPARATE DOCUMENT(S) ATTACHED HERETO DATED 7/7/20, WHICH HEREBY BECOMES A PART OF THIS PLAT, RECORDED IN D.B. 62506, PG.153 AND SIGNED BY THE OWNER.

SITE DATA

1. TOTAL SITE AREA = 57.66 ACRES
2. TOTAL NUMBER LOTS = 112 (1.94 LOTS/ACRE)
3. PLATTED AREA IS ZONED CUP PER 2006Z-0042 AND M19-001, AND MIX PER 2002Z-0012, 2006ZM-0032 AND M-19-002.
4. LOT DEVELOPMENT STANDARDS ARE PER 2006Z-0042, M19-001, 2002Z-0012, 2006ZM-0032 AND M19-002

	2006Z-0042, M19-001	R-4
FRONT SETBACK	20 FEET	35 FEET
REAR SETBACK	30 FEET	25 FEET
SIDE INTERIOR SETBACK	7.5 FEET	7 FEET
SIDE CORNER SETBACK	25 FEET FOR SIDE ENTRY GARAGE 15 FEET WITHOUT SIDE ENTRY GARAGE	20 FEET
MINIMUM HEATED FLOOR AREA	2000 Sq. Ft. @ 7001-8000 Sq. Ft. LOTS 2400 Sq. Ft. @ 8001+ Sq. Ft. LOTS	1000 Sq. Ft. LESS THAN 2 STORY 1100 Sq. Ft. 2 OR MORE STORIES, GROUND LEVEL AT LEAST 800 Sq. Ft.
PARKING SPACES/DWELLING UNIT	2	2
MINIMUM REQUIRED LOT AREA	SEE 2006Z-0042	9000 Sq. Ft.
MINIMUM REQUIRED LOT FRONTAGE	20 FEET	35 FEET
MINIMUM REQUIRED LOT WIDTH	65 FEET	70 FEET
AT BUILDING LINE		



According to the F.I.R.M. of Fulton County, panel number 13121C0341F, dated September 18, 2013, a portion of this property is located in a Special Flood Hazard Area

FLOOD HAZARD

The Intermediate Regional Flood (I.R.F.) areas shown hereon were determined by the Professional Engineer whose stamp and signature are affixed hereto. The City of South Fulton does not, by approving this plat, warrant their accuracy, nor imply that land outside the areas of flood hazard shown, will be free from flooding or flood damage. Further, the City of South Fulton does not by approving this plat nor accepting the public improvements therein, assume maintenance of the flood carrying capacity of the flood areas or watercourses. Maintenance shall remain the responsibility of the owner/s of the land upon which they exist. The owner of a lot or parcel, that contains a flood hazard area, is required to submit a site plan to the City of South Fulton, prior to the initiation of any improvements to the lot or parcel. The site plan shall include the location and elevation of the I.R.F. within the lot or parcel and the existing and proposed improvements. Approval of the site plan by the City of South Fulton is required prior to the issuance of a building permit.

APPROVAL OF DEPT. OF HEALTH

FULTON COUNTY HEALTH DEPARTMENT

This subdivision, as shown, is approved upon the condition that sewage disposal and water supply facilities are in compliance with Articles C and D, Sewage Disposal and Drinking Water Supply of the Fulton County Health Department regulations and in accordance with the requirements below:

WATER SUPPLY SEWAGE DISPOSAL

- (X) Public Water Supply (X) Public Sanitary
 () Individual Water Supplies () Individual Onsite Sewage
 Service Requirements - S/D Type Service Requirements - S/D Type
 () Type "A" () Type "A" () Type "C"
 () Type "B" () Type "B" () Type "D"

Date 12/14/20 Fulton County Health Department

Revision Date Fulton County Health Department

GENERAL NOTES

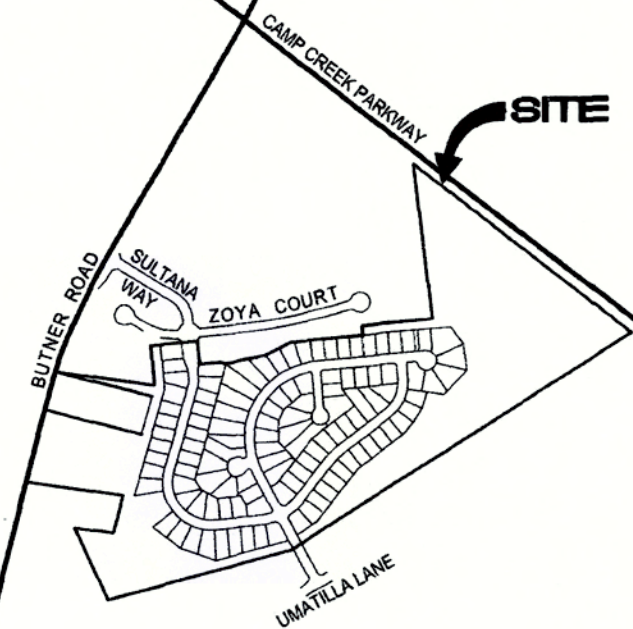
- 1) THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.
- 2) HUGHES-RAY COMPANY, INC. AND THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN HEREON.
- 3) THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.
- 4) DISTANCES SHOWN ON THIS PLAT SHALL BE HORIZONTAL.
- 5) CITY OF SOUTH FULTON, FULTON COUNTY, AND CITY OF ATLANTA PERSONNEL AND/OR AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL EASEMENTS.
- 6) DATUM SOURCE : NAVD88, ELEVATION DATUM : MEAN SEA LEVEL
- 7) 1/2" REBAR SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
- 8) ANGULAR BEARINGS BASED ON STATE PLANE COORDINATES (GA. WEST ZONE)
- 9) ALL COMMON AREAS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION IN PERPETUITY.
- 10) INTERNAL SIDEWALKS SHOWN ARE "FUTURE".
- 11) NOTE: STREET TREES MUST BE IN PLACE ON A LOT BY LOT BASIS PRIOR TO ISSUANCE OF CO.

OWNER/DEVELOPER
 LANDLIFE, LLC
 988 EAST FREEWAY DRIVE
 SUITE A
 CONYERS, GA. 30094
 24 hr. CONTACT: BILL GOODWIN
 PH: 770-652-6963

ENGINEER/SURVEYOR
 HUGHES-RAY COMPANY, INC
 6554 EAST CHURCH STREET
 DOUGLASVILLE, GA. 30134

- (A) 25' UNDISTURBED STATE WATER BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION)
 (B) 75' UNDISTURBED STREAM BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION)
 (C) 100' IMPERVIOUS SURFACE SETBACK (AS MEASURED FROM EDGE OF WRESTED VEGETATION)

LOCATION MAP



FINAL PLAT APPROVAL

The Director of the Community and Regulatory Affairs Department of The City of South Fulton, Georgia, certifies that this plat complies with the South Fulton Zoning Resolution, Conditions of Zoning, and the South Fulton Subdivision Regulations, as amended.

[Signature] 2/5/21
 For the Director, Community and Regulatory Affairs Date

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

I CERTIFY THAT THIS DEVELOPMENT HAS COMPLIED WITH THE APPLICABLE SANITARY SEWER REQUIREMENTS OF FULTON COUNTY AS OF THE FOLLOWING DATE. ANY REVISIONS TO THIS DOCUMENT AFTER THE DATE BELOW THAT MAY AFFECT SEWER SYSTEMS PRESENTED HEREON SHALL VOID THIS APPROVAL.

APPROVED THIS 13th DAY OF January, 2021
[Signature] N.L. Ammons Deputy Director
 SIGNATURE PRINTED NAME & TITLE Public Works

OWNER'S ACKNOWLEDGEMENT

OWNER'S ACKNOWLEDGEMENT:
 STATE OF GEORGIA
 CITY OF SOUTH FULTON
 (COUNTY OF FULTON)

The owner of record of the land shown on this plat and whose name is subscribed thereto, in person or through a duly authorized agent, hereby acknowledges that this plat was made from an actual survey, dedicates to the public for use forever those water and sewer improvements constructed in accordance with this plat that are specifically labeled as dedicated to the public, and dedicates to the City of South Fulton, the complete ownership and use of all public streets and dedicated right-of-way specifically labeled as public streets and dedicated right-of-way, and dedicates to the use of the public forever the following:

Public Streets .04 acres (Butner Road R/W Dedication)
 Private Streets .549 acres
 Public Sewer Easements .802 acres (Includes Private Streets)
 Private Drainage Easements .412 acres,
 Common Area .3508 acres (Includes Private Streets)

LANDLIFE, LLC
 Typed Name of Subdivider
[Signature]
 Signature of Subdivider
 12/22/20
 Date
 LANDLIFE, LLC
 Typed Name of Owner of Record
[Signature]
 Signature of Owner of Record
 12/22/20
 Date

SHEET 1 OF 12

PREPARED BY:



HUGHES-RAY COMPANY, INC.
 ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS
 6554 EAST CHURCH STREET
 DOUGLASVILLE, GEORGIA 30134
 P 770.942.0196
 F 770.942.0152
 www.HughesRay.com

FINAL PLAT FOR

CAMP CREEK VILLAGE PHASE 3

LOCATED IN LAND LOT 68, 69 & 72
 14FF DISTRICT
 CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA

DATE: 28 APRIL 2020			DRAWING NO. H17229 FP
NO.	DATE	REVISION DESCRIPTION	DRAWN BY: DAS
1	10/16/20	S. FULTON COMMENTS	CHECKED BY: AMM
2	12/8/20	S. FULTON COMMENTS	JOB NO.: H17229
			SCALE: AS SHOWN
			THIS DRAWING IS COPYRIGHTED. THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND/OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.

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 <i>Shayla Reed</i>				Finance Director Approval	
Assistant City Manager Approval 		City Attorney Approval		City Manager Approval <i>Tammi Saddler Jones</i>	

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER



SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT &
REGULATORY AFFAIRS

TO: Tammi Saddler Jones
City Manager

FROM: Shayla Reed
Director, Community Development and Regulatory Affairs

DATE: March 9, 2021

SUBJECT: Council to confirm the recorded plat for Riggins Ridge Phase 3B

Per Section 4.2.2.E of the City's Municipal Code of Ordinances, staff is to provide a copy of the received adopted plats by Fulton County Superior Court.

Riggins Ridge Phase 3B is zoned CUP (Community Unit Plan District). The property consists of 11.12 acres with 64 lots and has 2 common areas. The roads are in place and streetlights will be installed as the homes are built.

4.2.2.E

The final plat shall be considered approved at the time of the certification by the Director. Upon receipt of the recorded plat by the Department, the final plat shall be presented for confirmation to the City Council at the next regularly scheduled meeting. In residential and non-residential subdivisions, building permits shall not be issued for any approved minor or final plat until the approval of the Director and the receipt by the Department of the final recorded plat for subsequent confirmation by the City Council is complete.

THIS PLAT IS RECORDED BY THE CLERK OF THE SUPERIOR COURT.

CITY OF SOUTH FULTON,
FULTON COUNTY HEALTH DEPARTMENT

THIS SUBDIVISION, AS SHOWN, IS APPROVED UPON THE CONDITION THAT SEWAGE DISPOSAL AND WATER SUPPLY FACILITIES ARE IN COMPLIANCE WITH ARTICLES C AND D, SEWAGE DISPOSAL AND DRINKING WATER SUPPLY OF THE CITY OF FULTON, FULTON COUNTY HEALTH DEPARTMENT REGULATIONS AND IN ACCORDANCE WITH THE REQUIREMENTS BELOW:

WATER SUPPLY

- (X) PUBLIC WATER SUPPLY
() INDIVIDUAL WATER SUPPLIES
SERVICE REQUIREMENTS - S/D TYPE
() TYPE "A"
() TYPE "B"

DATE 2/25/21

REVISION DATE

SEWAGE DISPOSAL

- (X) PUBLIC SANITARY
() INDIVIDUAL ONSITE SEWAGE
SERVICE REQUIREMENTS - S/D TYPE
() TYPE "A" () TYPE "C"
() TYPE "B" () TYPE "D"

CITY OF SOUTH FULTON, FULTON COUNTY HEALTH DEPARTMENT

CITY OF SOUTH FULTON, FULTON COUNTY HEALTH DEPARTMENT

STATEMENT OF SLOPE EASEMENT

THIS PLAT IS APPROVED WITH THE UNDERSTANDING THAT EASEMENT IS GRANTED TO THE CITY OF SOUTH FULTON, FULTON COUNTY ALONG ALL ROAD FRONTAGE FOR THE PURPOSE OF SLOPING CUTS AND FILLS AS FOLLOWS:

- 0' TO 5' - NOT LESS THAN 3 TO 1 SLOPE
5' TO 10' - NOT LESS THAN 2 TO 1 SLOPE

OWNER'S ACKNOWLEDGEMENT
(STATE OF GEORGIA)
(CITY OF SOUTH FULTON)
(COUNTY OF FULTON)

THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, DEDICATES TO THE PUBLIC FOR USE FOREVER THOSE WATER AND SEWER IMPROVEMENTS CONSTRUCTED IN ACCORDANCE WITH THIS PLAT THAT ARE SPECIFICALLY LABELED AS DEDICATED TO THE PUBLIC, AND DEDICATES TO THE CITY OF SOUTH FULTON, THE COMPLETE OWNERSHIP AND USE OF ALL PUBLIC STREETS AND DEDICATED RIGHT-OF-WAY SPECIFICALLY LABELED AS PUBLIC STREETS AND DEDICATED RIGHT-OF-WAY, AND DEDICATES TO THE USE OF THE PUBLIC FOREVER THE FOLLOWING:

PUBLIC STREETS	3.007 ACRES
PUBLIC SEWER EASEMENTS	0.254 ACRES
PUBLIC DRAINAGE EASEMENTS	1.285 ACRES
PUBLIC PARKS/OPEN SPACE	4.573 ACRES

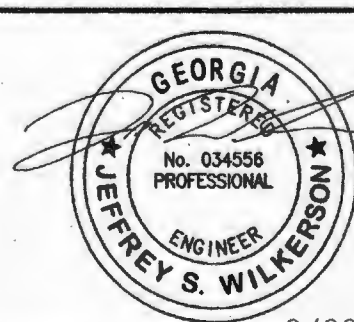
D. R. HORTON, INC.
PRINTED NAME OF SUBDIVIDER
[Signature]
DATE 2-24-21

D. R. HORTON, INC.
PRINTED NAME OF OWNER OF RECORD
[Signature]
DATE 2-24-21

THE FOLLOWING DOCUMENTS ARE RECORDED IN CONNECTION WITH PLATTING OF THIS PHASE:

- HOMEOWNER'S ASSOCIATION: DEED BOOK 57853 PAGE 409
DEED & COVENANTS

NOTE:
THE CITY OF SOUTH FULTON, FULTON COUNTY PERSONNEL AND/OR ITS AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL EASEMENTS.



ENGINEERING PERFORMED BY:
LECRAW ENGINEERING, INC.
3475 CORPORATE WAY - SUITE A
DULUTH, GA 30096

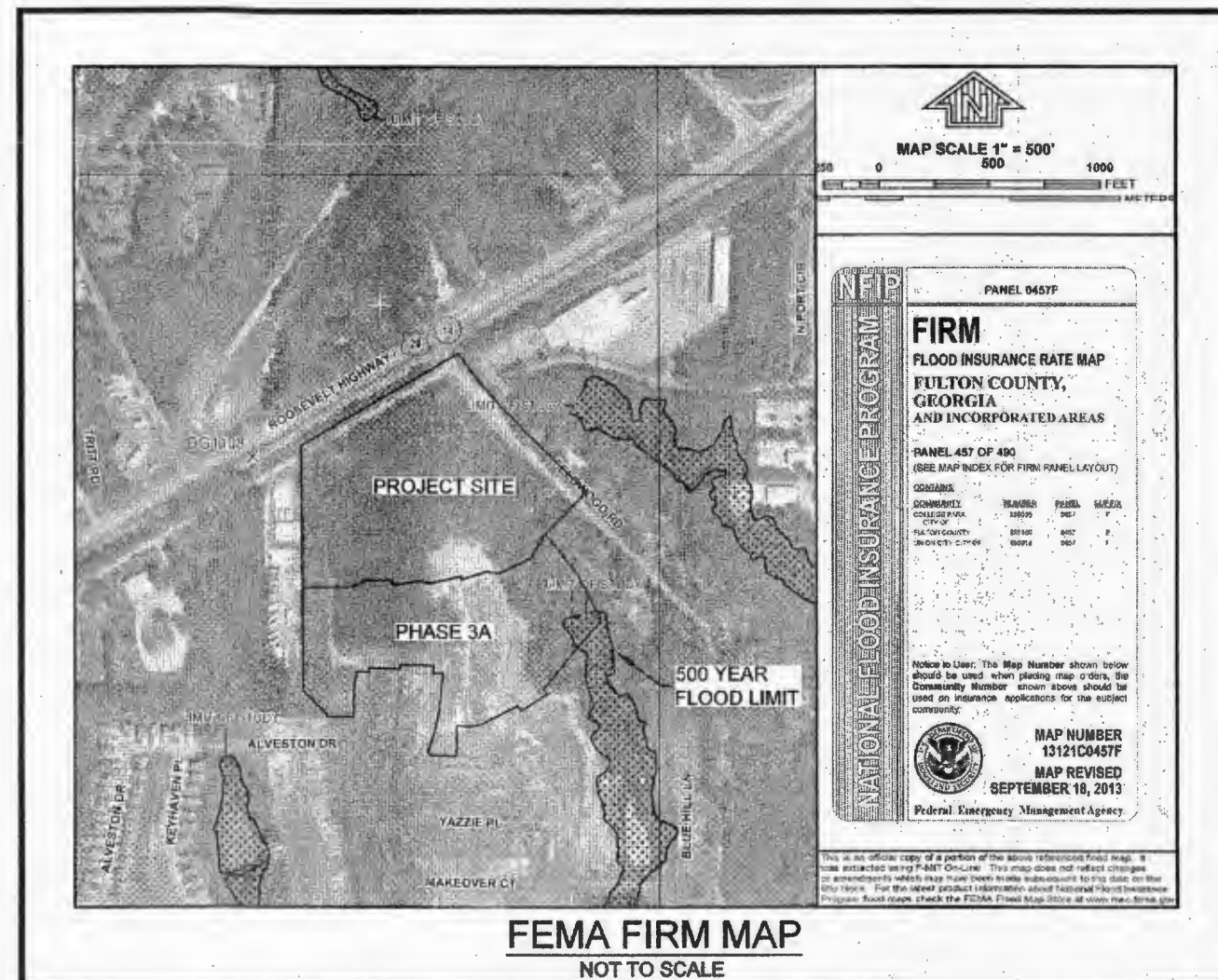
THE ENGINEER IS RESPONSIBLE FOR ALL HYDROLOGY CALCULATIONS, MINIMUM FLOOR ELEVATIONS AND PONDING ELEVATIONS.

2/22/2021

RIGGINS RIDGE SUBDIVISION

~ PHASE 3B ~

LAND LOT 127, DISTRICT 9F
CITY OF SOUTH FULTON
FULTON COUNTY, GEORGIA
PERMIT NO. 16-244LR LDP
FULTON COUNTY: 18S-43WR
CITY OF ATLANTA: 19-103LM



ACCORDING TO THE F.I.R.M. OF FULTON COUNTY, PANEL NUMBER 13121C0457F, EFFECTIVE DATE SEPTEMBER 18, 2013, THIS PROPERTY LIES WITHIN F.E.M.A. ZONE "X" (OTHER AREAS). (SEE NOTE #6)

FLOOD HAZARD INDEMNIFICATION
THE FLOOD PLAIN INFORMATION SHOWN HEREON WAS ESTABLISHED BY THE THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE CITY OF SOUTH FULTON DOES NOT, BY APPROVING THIS PLAT, WARRANT ITS ACCURACY OR IMPLY THAT LAND OUTSIDE THE AREAS OF FLOOD HAZARD SHOWN WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. FURTHER, THE CITY OF SOUTH FULTON DOES NOT BY APPROVING THIS PLAT NOR ACCEPTING THE PUBLIC IMPROVEMENTS THEREIN ASSUME MAINTENANCE OF THE FLOOD CARRYING CAPACITY OF THE FLOOD AREAS OR WATERCOURSES. MAINTENANCE SHALL REMAIN THE RESPONSIBILITY OF THE OWNER(S) OF THE LAND UPON WHICH THEY EXIST. THE OWNER OF A LOT OR PARCEL THAT CONTAINS A FLOOD HAZARD AREA IS REQUIRED TO SUBMIT A SITE PLAN TO THE CITY OF SOUTH FULTON PRIOR TO THE INITIATION OF ANY IMPROVEMENTS TO THE LOT OR PARCEL. THE SITE PLAN SHALL INCLUDE THE LOCATION AND ELEVATION OF THE FLOOD PLAIN WITHIN THE LOT OR PARCEL AND THE EXISTING AND PROPOSED IMPROVEMENTS. APPROVAL OF THE SITE PLAN BY THE CITY OF SOUTH FULTON IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

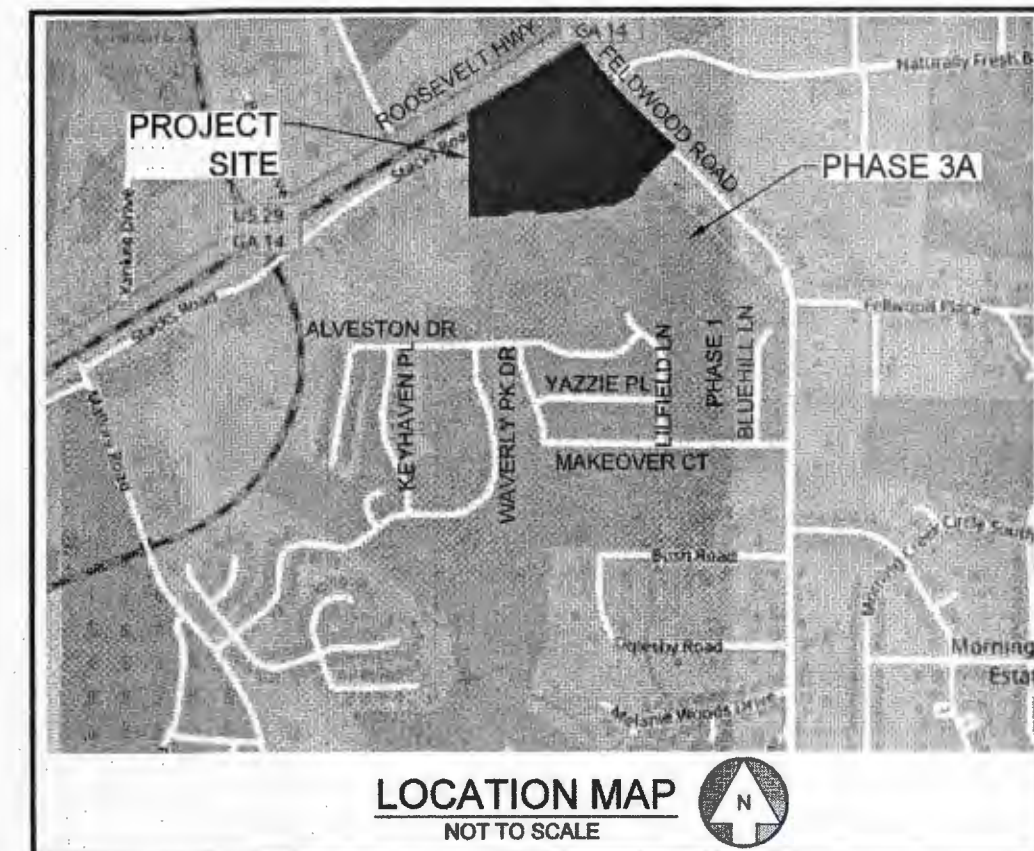
I CERTIFY THAT THE DEVELOPMENT HAS COMPLIED WITH THE APPLICABLE SANITARY SEWER REQUIREMENTS OF FULTON COUNTY AS OF THE FOLLOWING DATE. ANY REVISIONS TO THIS DOCUMENT AFTER THE DATE BELOW THAT MAY AFFECT SEWER SYSTEMS PRESENTED HEREON SHALL VOID THIS APPROVAL.

APPROVED THIS 29th DAY OF February, 2021
[Signature] N. L. Ammons Deputy Director
SIGNATURE PRINTED NAME AND TITLE

FINAL PLAT APPROVAL

"THE DIRECTOR OF THE COMMUNITY AND REGULATORY AFFAIRS DEPARTMENT OF THE CITY OF SOUTH FULTON, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE SOUTH FULTON ZONING RESOLUTION, CONDITIONS OF ZONING, AND THE SOUTH FULTON SUBDIVISION REGULATIONS, AS AMENDED."

[Signature] 2/25/21
DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT DATE



DRAINAGE STATEMENT:

THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST, SPECIFICALLY RELEASES THE CITY OF SOUTH FULTON FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS OR DRAINAGE FEATURES. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THESE REGULATIONS AND THE DIRECTOR OF THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT. SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING AND THE LIKE, NECESSARY TO REMEDY A CONDITION, WHICH IN THE JUDGMENT OF STAFF AND DIRECTOR, IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY, OR THE PUBLIC ROAD OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE, CONDUCTED FOR THE COMMON GOOD, SHALL NOT BE CONSTRUED AS CONSTITUTING A CONTINUING MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF SOUTH FULTON NOR ABROGATION OF THE CITY OF SOUTH FULTON'S RIGHT TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNER(S) OF THE PROPERTY(IES) OR THE LANDS THAT GENERATED THE CONDITIONS. **STREET TREES REQUIRED WILL BE PLANTED DURING VERTICAL CONSTRUCTION OF THE INDIVIDUAL HOMES. **RESIDENTIAL SITE IS NOT SUBJECT TO STREET LIGHTING PLAN, DEVELOPER TO PROVIDE STREET LIGHTING PLAN. **ALL COMMON AREAS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION IN PERPETUITY.

PROPERTY SUMMARY

OWNER: D.R. HORTON, INC.	ZONING CASES: 2004Z-0013, 2005M-086, 2005Z-128
PARCEL ID A PORTION OF: 09F250301270613 09F250301270605 09F250301270682 09F250301270670 09F250201060282	ZONED: CUP FRONT SETBACK: 20' REAR SETBACK: 20' SIDE INTERIOR SETBACK: 5' SIDE CORNER SETBACK: 20'
REFERENCES: DB 56760, PG 242	MINIMUM HEATED FLOOR AREA: 1,500 SQ. FT.
AREA:	PARKING SPACE(S) / DWELLING UNIT: 2
LOTS: 64 11.120 ACRES OR 484,398 SQ. FT.	MINIMUM LOT AREA: 6,050 SQ. FT.
COMMON AREA: 4.573 ACRES OR 199,213 SQ. FT.	MINIMUM LOT FRONTAGE: 35 FT.
RIGHT-OF-WAY: 3.007 ACRES OR 130,981 SQ. FT.	MINIMUM LOT WIDTH: 55'
TOTAL: 18.700 ACRES OR 814,592 SQ. FT.	*SEE SHEETS 3 & 4 OF 10 FOR ZONING CASES.

OWNER/SUBDIVIDER

D. R. HORTON, INC.
8800 ROSWELL ROAD
BUILDING B, SUITE 100
SANDY SPRINGS, GA. 30350
24 HOUR CONTACT
SEAN SHEA
(470) 865-0800

DESIGN ENGINEER

LECRAW ENGINEERING, INC.
3475 CORPORATE WAY, SUITE A
DULUTH, GA 30096
CONTACT
JEFF WILKERSON
(678) 546-8100

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-87, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-87.

JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

DATE: 2021-02-22 17:42:05-0500



AS SURVEYOR FOR
LECRAW ENGINEERING, INC.

* THIS SURVEY WAS SIGNED AND RELEASED BY THE SURVEYOR PRIOR TO FINAL APPROVALS. THE SURVEYOR IS RESPONSIBLE FOR ALL PROPERTY LINE AND AS-BUILT STRUCTURE LOCATIONS AND ELEVATIONS PURSUANT TO THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA.

SCALE	1" = 50'
DATE	08/04/2020
DRAWN BY	AK
CHECKED BY	JAC
PROJECT NO.	103023
REV. No.	DESCRIPTION
4	ADJUST PROPERTY LABEL MASKING
3	SHOW SEWER MANHOLE ON LOT 197
2	REVISE SETBACK LINES ON LOT 259
1	ADDRESS CITY & COUNTY COMMENTS
0	INITIAL ISSUE

FINAL PLAT
RIGGINS RIDGE SUBDIVISION
PHASE 3B
LOCATED IN LAND LOT 127, DISTRICT 9F
CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA

LECRAW ENGINEERING, INC.
3475 CORPORATE WAY - SUITE A
DULUTH, GA 30096
PHONE - 678.546.8100 FAX - 770.441.0298
WWW.LECRAWENGINEERING.COM
LSF001160 EXP. 06/30/2022

LECRAW
ENGINEERING

PREPARED IN THE OFFICE OF:

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 <i>Shayla Reed</i>		Finance Director Approval	
Assistant City Manager Approval <i>[Signature]</i>		City Attorney Approval	
		City Manager Approval <i>Tammi Saddler Jones</i>	

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER



SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT &
REGULATORY AFFAIRS

TO: Tammi Saddler Jones
City Manager

FROM: Shayla Reed
Director, Community Development and Regulatory Affairs

DATE: March 9, 2021

SUBJECT: Council to confirm the recorded plat for Jackson Estate at Ono Road

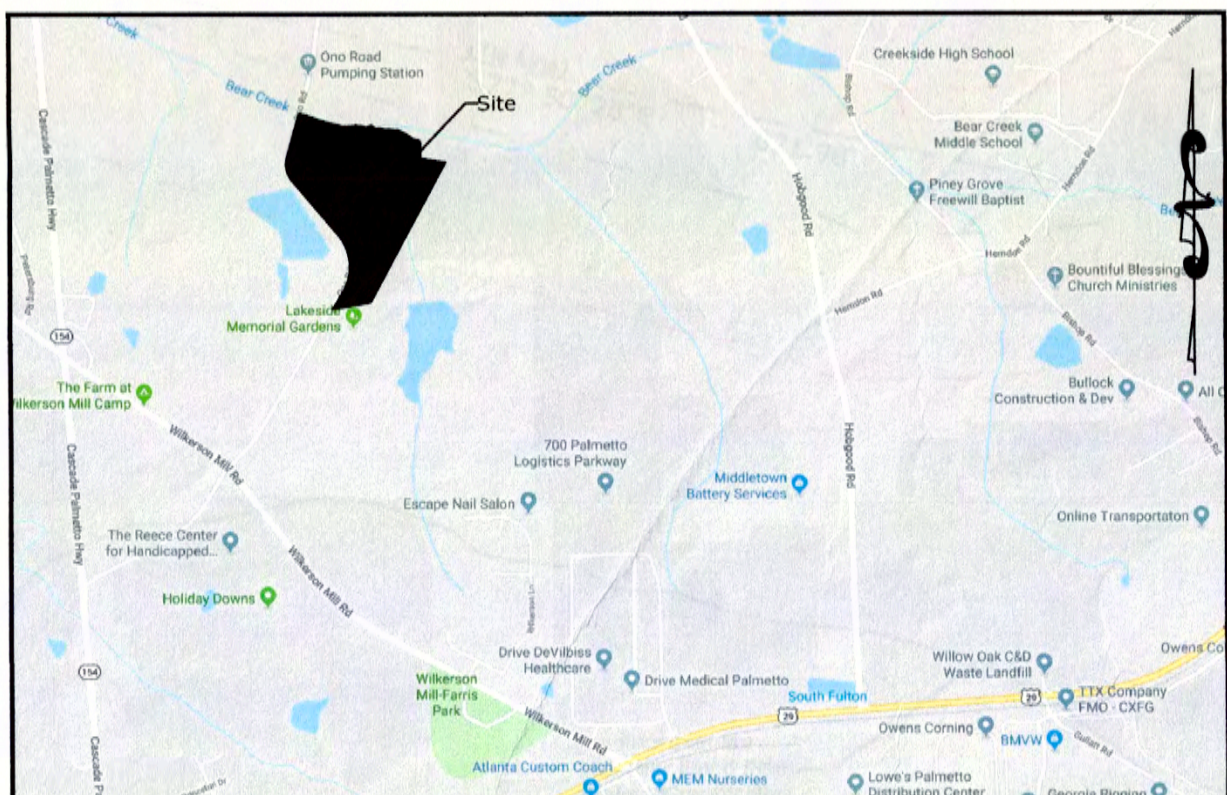
Per Section 4.2.2.E of the City's Municipal Code of Ordinances, staff is to provide a copy of the received adopted plats by Fulton County Superior Court.

Jackson Estate at Ono Road is zoned AG-1 (Agriculture) and is completely built out. The area has 2 homes built that are simply dividing the lot into two.

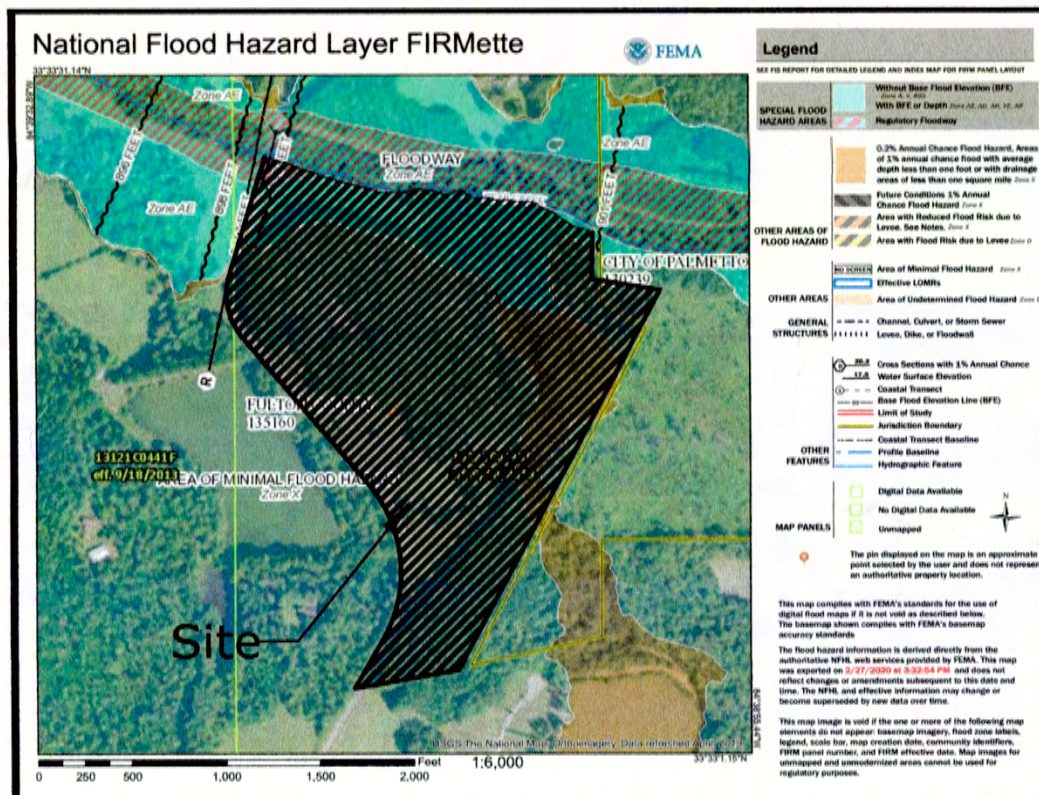
4.2.2.E

The final plat shall be considered approved at the time of the certification by the Director. Upon receipt of the recorded plat by the Department, the final plat shall be presented for confirmation to the City Council at the next regularly scheduled meeting. In residential and non-residential subdivisions, building permits shall not be issued for any approved minor or final plat until the approval of the Director and the receipt by the Department of the final recorded plat for subsequent confirmation by the City Council is complete.

Minor Subdivision Plat of
Jackson Estate
Land Lot 104, 89, & 90 of the 7th District
City Limits of South Fulton
Fulton County, Georgia



Vicinity Map
(NOT TO SCALE)



F.I.R.M. Map
(NOT TO SCALE)

GENERAL NOTES:

- OWNER/DEVELOPER:
Jeffrey Forrest Jackson & Jennifer Dunkin Jackson
7350 Ono Road
Palmetto, GA 30268
Contact: The Paces Group (404)352-7700
Bo Hickman (404)245-2388
- SURVEYOR:
Four Corners Surveying, L.L.C.
P.O. Box 15
Tyrone, GA 30290
770-560-3910
770-823-9377
four_corners@bellsouth.net
- Closure Data
Field closure=1"IN 10,000+
Angle point error=< 20"
Equipment used=Topcon 3005W, Sokkia SX, & Topcon hyper GA GPS System
adjustment method=Compass rule
Plat closure=1"IN 100,000+
- SITE DEVELOPMENT DATA:
Location: Land Lot 89 & 90 of the 7th District, Fulton County, Georgia
Site Data = 2 Lot
Total area of project = 54.214 Acres 2,361,567 Sq. Ft.
- Tax Parcel ID: 07 240000890167
- MINIMUM DIMENSIONAL ZONING REQUIREMENTS:
For AG-1 Zoning district
Minimum lot size = 1 Acres (43,560 Sq. Ft.)
Front Setback = 60'
Side Setback = 25'
Rear Setback = 50'
- All deed book references shown hereon are recorded in the Clerk of Superior Court's office of Fulton County, Georgia.
- Capped 1/2" re-bar to be set at all lot corners unless otherwise noted.
- According to the Flood Insurance Rate Map (F.I.R.M.) of Fulton County, panel number 13121C0445F, dated 09/18/2013, a portion of this property appears to lie within a 100 year Flood Hazard Area.
- Bearings shown on this plat are calculated from angles turned in the field.
- There are state waters observed on this property at time of survey.
- There are wetlands on this property as per U.S. Fish & Wildlife Service National Wetlands Inventory, Wetlands Mapper. All wetlands are under the jurisdiction of the U.S. Army Corps of Engineers and/or the state of Georgia Department of Natural Resources. Lot owners are subject to penalty by law for disturbance to these protected areas without the proper permit application and approval.
- This survey is subject to all easements right-of-way and restrictions shown or not shown, recorded or not recorded.
- This survey as performed without the benefit of a current and accurate title search, therefore any covenants, easements, and restrictions of record are to be incorporated with this plat.
- This survey does not constitute a title search by surveyor. All information regarding record easements, adjoiners and other documents that might affect the quality of title to tract shown were not supplied to this office.
- Wastewater service is provided by existing individual septic systems on each lot.
- Water service is provided by individual wells.
- All distances shown are horizontal ground distance. no conversion factor used.
- All existing structures, buildings, or improvements on the property, to remain.
- The owner of record, on behalf of himself (itself) and all successors in interest, specifically releases the City of South Fulton from any and all liability and responsibility for flooding or erosion from high water of natural creeks, rivers or drainage features. A drainage easement is hereby established for the sole purpose of providing for the emergency protection of the free flow of surface waters along all watercourses as established by these Regulations and the Director of Community Development Services. Said Director may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other debris, excavation, filling and the like, necessary to remedy a condition, which in the judgment of staff and Director, is potentially injurious to life, property or the public road or utility system.

Such emergency maintenance, conducted for a common good, shall not be construed as constituting maintenance obligation on the part of the City of South Fulton, nor an abrogation of the City of South Fulton's right to seek reimbursement for expenses from the owner/s of the property or the lands that generated the conditions.
- Declaration is made to original purchaser of the survey. Any use by third parties is at their own risk. Survey is valid only if print has original seal and original signature of surveyor.
- No new streets or roads are created or no new utility improvements are required or no new sanitary sewer or approval of a septic tank is required.

Minor Subdivision Plat Approval

The Director of the Community Development Services Department of the city of South Fulton, Georgia, certifies that this plat complies with the City of South Fulton Zoning Resolution, Conditions of Zoning, and the City of South Fulton Subdivision Regulations as amended.

For the Director, Community Development Services _____ Date _____

Statement of Slope Easement

This plat is approved with the understanding that easement is granted the City of South Fulton along all road frontage for the purpose of sloping cuts and fills as follows:

- 0' to 5' - not less than 3 to 1 slope
5' to 10' - not less than 2 to 1 slope

Fulton County Health Department

This subdivision, as shown, is approved upon the condition that sewage disposal and water supply facilities are in compliance with Chapter 34, Articles IV and XI, Sewage Disposal and Drinking Water Supply of the Fulton County Health Department regulations and in accordance with the requirements below:

Water Supply

- () Public Water Supply
(x) Individual Water Supplies

Sewage Disposal

- () Public Sanitary
(x) Individual Onsite Sewage

Service Requirements - S/D Type

- (x) Type "A"
() Type "B"

Service Requirements - S/D Type

- (x) Type "A" () Type "C"
() Type "B" () Type "D"

Date 3/4/2021

Fulton County Health Department

Revision Date

Fulton County Health Department

Owner's Acknowledgement:
(State of Georgia)
(City of South Fulton)

The owner of record of the land shown on this plat and whose name is subscribed thereto, in person or through a duly authorized agent, hereby acknowledges that this plat was made from an actual survey, dedicates to Fulton County, the complete ownership and use of all water and sewer improvements constructed or to be constructed in accordance with this plat, and dedicated to the use of the public forever the following:

Public Streets 0 acres
Public Sewer Easements 0 acres
Public Drainage Easements 0 acres
Public Parks/Open Space 0 acres

The Paces Group
Typed Name of Subdivider

Jeffrey Forrest & Jennifer Dunkin Jackson
Typed Name of Owner of Record

Signature of Subdivider
Date 3-4-2021

Signature of Owner of Record
Date 3-4-2021

All owners must sign the original document in a permanent type BLACK ink prior to submittal. (Ball point and felt pens are not acceptable)

Flood Hazard

The Intermediate Regional Flood (I.R.F.) areas shown hereon were determined by the Professional Engineer whose stamp and signature are affixed hereto. The City of South Fulton does not, by approving this plat, warrant their accuracy, nor imply that land outside the areas of flood hazard shown, will be free from flooding or flood damage. Further, the City of South Fulton does not by approving this plat nor accepting the public improvements therein, assume maintenance of the flood carrying capacity of the flood areas or watercourses. Maintenance shall remain the responsibility of the owner/s of the land upon which they exist. The owner of a lot or parcel, that contains a flood hazard area, is required to submit a site plan to the city of South Fulton, prior to the initiation of any improvements to the lot or parcel. The site plan shall include the location and elevation of the I.R.F. within the lot or parcel and the existing and proposed improvements. Approval of the site plan by the City of South Fulton is required prior to the issuance of a building permit.

The term "Certification" as used in Rule "180-6-.09(2) and (3)" and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2(6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant and is not a guarantee or warranty, either expressed or implied.

This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.

Surveyor's Certificate:

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

BY: GA R.L.S. Ronald T. Godwin License NO. 2696 Date 02/28/2020

2696 License NO. 02/28/2020 Date

LEGEND:	
OTP=OPEN TOP PIPE	
RBF=REBAR FOUND	
RBS=REBAR SET	
R/W=RIGHT OF WAY	
L.L.=LAND LOT	
MFFE=MINIMUM FINISHED FLOOR ELEVATION	
A.E.=ACCESS EASEMENT	
D.E.=DRAINAGE EASEMENT	
S/W=SIDEWALK	
U.E.=UTILITY EASEMENT	
P.O.B.=POINT OF BEGINNING	
B/L=BUILDING LINE	
D.E.=DRAINAGE EASEMENT	
N/F=NOW OR FORMERLY	
F.W.P.D.=FIELD WORK PERFORMED DATE	
W=WATER METER	
U=UTILITY POLE	
D=DROP INLET	
F=FIRE HYDRANT	
W=WATER VALVE	
L=LIGHT POLE	
X=FENCE	
S=SEWER MANHOLE	
S=SANITARY SEWER	
W=WATER EASEMENT	
D=DRAINAGE EASEMENT	
S=SANITARY SEWER EASEMENT	

Boundary Line Note:

- This surveyors recommends that a boundary line agreement be done on the east property line between The Gagnon Living Trust and William L. Gause.
- Boundary line shown was determined using evidence found in the field and recorded plats and deeds.

SURVEYOR'S CERTIFICATE

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

BY: GA R.L.S. Ronald T. Godwin License NO. 2696 Date 02/28/2020

Job #: 19-201 Drawn By: JCB Reviewed By: RTG Date: 02/28/2020 F.W.P.D.: 12/31/19 Scale: 1" = 100' Sheet: 1 of 2	Prepared For: Jeffrey Forrest Jackson & Jennifer Dunkin Jackson City of South Fulton I March 23, 2021
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7350 Ono Road
Land Lot 104, 89, & 90 of the 7th Land District Fulton County, Georgia

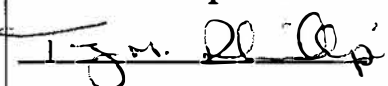
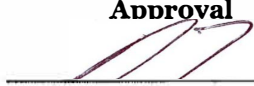
Plat/Deed Book	Page:
DB. 60417	263



FOUR CORNERS SURVEYING
P.O. BOX 15 Tyrone, GA 30290 770-560-3910 & 770-823-9377
FOUR_CORNERS@BELLSOUTH.NET

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/23/21		
Requesting Department PARKS, RECREATION & CULTURAL AFFAIRS	Council District(s) Affected 3	
Requested Action Approval to enter into a Memorandum of Understanding with the Atlanta Hawks Foundation to accept a \$115,000 donation to renovate an activity space at the Welcome All Multipurpose facility.		
Requirements for Council Action (City specific Council policy, statute or code requirement) STAFF RECOMMENDS APPROVAL		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The City and the PRCA department have been selected as the next recipient of the "Good Neighbor Club" renovation program sponsored by the Atlanta Hawks Foundation. The Atlanta Hawks Foundation has offered to renovate the Welcome All "Art Room" to include new technology, a gaming area, learning pods and lounge area. The site improvements are valued at approximately One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00).		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval  3/11/21		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval VDA 3/11/21	City Manager Approval 

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH FULTON,
GEORGIA AND THE ATLANTA HAWKS FOUNDATION, INC.**

This Memorandum of Understanding ("Agreement") is hereby made and entered into by and between the **City of South Fulton**, a political subdivision of the State of Georgia (the "City"), and the **Atlanta Hawks Foundation, Inc.**, a Georgia non-profit corporation (the "Foundation") to benefit the **Department of Parks, Recreation and Cultural Affairs** (the "Department").

WHEREAS, state law (O.C.G.A. § 36-64-6) authorizes a governing body which is vested with the power to provide, establish, maintain, and conduct a recreation program, may by approval, accept any grant or devise of real estate or any gift or bequest of money or other personal property or any donation, the principal or income of which is to be applied for either temporary or permanent use for playgrounds or recreation purposes; and

WHEREAS, the Georgia Constitution, Art. IX, Section III, Par. I allows municipalities to contract for any period not exceeding 50 years with any other public agency, corporation or authority; and

WHEREAS, the Foundation forges partnerships with local agencies in order to benefit children with an interest in basketball through the operation of youth basketball programs, the renovation and construction of local basketball courts and the renovation and construction of local recreation facilities across metropolitan Atlanta neighborhoods as part of the Hawks Court and Recreational Facilities Renovation Program; and

WHEREAS, the City operates a recreational facility at Welcome All Park located at 4255 Lee Road, College Park, Georgia 30349 and commonly referred to as the Multi-Purpose Room ("Facility"); and

WHEREAS, the City and Foundation are mutually interested in providing and making available recreation programs and activities at the Facility for the use and benefit of children and families of the City of South Fulton, Georgia; and

WHEREAS, the Foundation has offered to include the City and its Facility in its Court and Recreational Facilities Renovation Program (hereinafter referred to as, "Project"), by offering a donation to the City of site improvements valued at approximately One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00), for the renovation of the Facility to include new technology, gaming area, learning pod and lounge area; conditioned on the City providing approval of the services of the Foundation's preferred contractors to perform the work to complete the Project and the City retaining responsibility for any cost overruns and upkeep; and

WHEREAS, the City deems it to be in the best interest of its citizens to accept the donation from the Foundation under the terms and conditions of this Agreement, for the benefit of the children and families of the City of South Fulton.

NOW, THEREFORE, in consideration of the mutual benefits to inure to both parties, it is hereby agreed as follows:

1. Foundation agrees to:

The Foundation, in consideration of its interest to provide funding for the construction/renovation of basketball courts and recreational facilities across metropolitan Atlanta neighborhoods and in consideration of its mission in benefiting children with an interest in basketball, as well as for other good and valuable consideration, makes the following pledge (the “Pledge”) to the City:

- a) Provide a donation of site improvements valued at approximately One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00) to the City for specifically, the Project;
- b) Pledge and manage the expenditure of the Pledge for the Project;
- c) Obtain any permits, approvals, or other requirements for the construction of the Project;
- d) Serve as an on-site, day-to-day liaison with the Project contractors at Welcome All Park, located at 4255 Lee Road, College Park, Georgia 30349;
- e) Provide and maintain all appropriate insurance during the construction/renovation Project as required by City;
- f) Provide Hawks players or coaches or cheerleaders or mascots (subject to their availability), to take part in a community celebration to be held at a mutually agreeable date and time to unveil the site improvements (the “Dedication”);
- g) Provide carnival elements (i.e. inflatables, dance team, mascots, etc.) and a basketball clinic, games and more for the Dedication;
- h) Provide public relations support for the Dedication; and
- i) Provide additional youth and community programming as agreed upon by both parties.
- j) In the event of any anticipated cost overruns during renovation of the Facility, Foundation will notify the City, in writing, upon it becoming aware of such cost overruns, and allow for a minimum of 60 days for the City to provide remittance

2. City agrees to:

- a) Secure high-profile people in the community (e.g. community and business leaders) and community members to participate in the Dedication to be held at a mutually agreeable date and time;

- b) Assist with public relations support, subject to the Foundation's prior approval. Any materials that the City wishes to issue that include the Foundation's or the Atlanta Hawks name or logo must be pre-approved, in writing, by the Foundation prior to issuance;
- c) Provide maintenance and continuous upkeep of the Project, which shall include but not be limited to litter removal, cleaning, upkeep and on-going repairs subject to any vendor warranties;
- d) Be responsible for any claim, damage, loss or expense arising from the Project to the extent permissible by law that is attributable to acts, errors, or omissions by the City, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' sub-consultants/sub-contractors, or their officers, agents or employees;
- e) Indemnify, defend, and hold harmless the Foundation as outlined in Exhibit A to the extent of Georgia law;
- f) Provide and maintain all appropriate insurance following the completion of the construction/renovation Project as outlined in Exhibit C; and
- g) Provide the balance of fees required for the Project beyond the Donation amount.

3. General Conditions:

- a) This Agreement shall begin on the effective date, _____, 2021, and continue until through and including _____, 2031, subject to successive Mayor and City Council approval consistent with O.C.G.A. § 36-60-13 and early termination, pursuant to the terms of this Agreement. Either party may terminate this Agreement without further obligation by giving the other party thirty (30) days prior written notice.
- b) The Foundation reserves the right, but not the obligation, to present sponsorship opportunities to third-parties who may want to sponsor the Project. The Foundation and City shall have the right to approve all sponsorship signage. The City shall notify potential sponsors that their signage is subject to approval by the Foundation and City. Such approval must be in writing.
- c) For the purposes of this Agreement, any notices required to be sent by either party shall be delivered as appropriate:
 - o Atlanta Hawks Foundation, Inc. at 101 Marietta Street, Suite 1900, Atlanta, Georgia 30303, Attn: Executive Director; and
 - o City of South Fulton c/o Department of Parks, Recreation, and Cultural Affairs at

5565 Stonewall Tell Road, College Park, Georgia 30349, Attn: Director.

- d) The Foundation and City are and shall be independent contractors to one another, and nothing contained in this Agreement shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer/employee between the Foundation and the City.
- e) This Agreement shall insure to the benefit of and be binding upon the parties hereto, their successors and assigns;
- f) This Agreement and all matters related thereto shall be governed by, subject to, and construed only in accordance with the laws of State of Georgia, without application of its conflict of laws principles.
- g) Any modifications or changes to this Agreement shall made in writing, approved and signed by both parties.

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the Hawks Foundation and the City have executed this Agreement by their duly authorized officers on the dates indicated below.

CITY OF SOUTH FULTON, GEORGIA

By: _____
Tammi Saddler Jones, City Manager

William "Bill" Edwards, City Mayor

Approved as to Form:

City Attorney

Attest:

City Clerk

ITEM # _____ DATE ____/____/____

HAWKS FOUNDATION

DAVID LEE
EXECUTIVE DIRECTOR

Exhibit A
Indemnification Requirements

To the fullest extent permitted by law, the City agrees to use its best efforts to compel all contractors and consultants and sub-contractors and sub-consultants performing any work in connection to this Agreement to sign an agreement with the City that includes the following indemnification provision, with the exception that the name of the contractor or consultant or sub-contractor or sub-consultant shall replace "Contractor" as used herein below:

(1) Releases and Indemnification:

Contractor hereby releases and shall indemnify, defend, and hold harmless the Hawks Foundation, the Hawks Parties, and the City, its elected officials, officers, agents, employees, authorized representatives, successors, and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, injuries, obligations, losses, judgements, charges, interest, attorneys' fees, costs, causes of action of every kind and character, whether in law or equity, and expenses of every kind or nature, whether arising before or after the termination of this Agreement and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused occasioned, or contributed in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Contractor, its officers, employees, agents, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to this Agreement.

(2) Negligence and Waiver:

Contractor's aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified, or held harmless. Contractor specifically waives any immunity provided against this indemnity by any industrial insurance or workers' compensation statute. Contractor further agrees that this agreement to indemnify, defend, and hold harmless the parties released shall not be limited to the limits or terms of the insurance, if any, required under this Agreement. This Indemnification and Hold Harmless provision shall survive any termination or expiration of this Agreement.

Exhibit B
Insurance Requirements during Construction/Renovation

Throughout the term of this Agreement and until the Substantial Completion of the Construction and/or Renovation (hereinafter, “Work”), City of South Fulton (“City”) (or its Contractor) shall provide and maintain in full force and effect without interruption, at no cost to the Atlanta Hawks Foundation, Inc. (“Foundation” or “Hawks Foundation”), the policies of insurance set forth hereinafter, which shall protect City, its Contractor, Hawks Foundation and the Indemnified Parties on a primary basis from any and all Claims arising out of or in connection with Work performed by City and Contractor:

- (i) Commercial General Liability insurance written on an occurrence basis covering the legal liability of City and Contractor during performance of the Work, with limits not less than \$1,000,000 each occurrence, \$2,000,000 in the aggregate and \$5,000 medical expense (any one person). Such insurance shall include coverage for contractual liability (applying to the terms and conditions of this Contract), products-completed operations liability, personal and advertising injury, property damage and bodily injury liability (including death). Policy shall also include coverage for (i) liability arising out of Contractor’s use, operation and/or maintenance of any construction machinery/equipment in the performance of the Work; and (ii) owners and contractors protective.
- (ii) Automobile Liability insurance covering liability arising out of the use, operation and/or maintenance of any auto (including owned, non-owned, leased, hired or borrowed), with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.
- (iii) Workers’ Compensation insurance covering City and Contractor employees who are engaged in the performance of the Work, with limits as required by statutory law, including Employer’s Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (iv) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability, Automobile Liability and Employer’s Liability policy limits.

Other Duties, Representations, and Obligations

The policies of insurance maintained by City (or its Contractor) shall be issued by insurance companies authorized to transact business in the State of Georgia (i.e. Georgia Admitted Carrier) with A.M. Best ratings acceptable to Hawks Foundation, and primary to any insurance maintained by Hawks Foundation or the Indemnified Parties. Any insurance carried by the Hawks Foundation or the Indemnified Parties shall be excess of and non-contributing with the insurance carried by City and its Contractor. No purchase of any insurance by the Hawks Foundation or the Indemnified Parties shall in any way be deemed to alter or amend the responsibilities of City

under this Agreement.

Policies (i) and (ii) above shall be endorsed to name the Hawks Foundation and the Indemnified Parties as Additional Insureds, and shall include a waiver of subrogation in favor of the Additional Insureds.

All insurance policies shall provide that coverage thereunder may not be materially changed, reduced or cancelled unless thirty (30) days prior written notice thereof is furnished to Hawks Foundation. City shall give immediate written notice to Hawks Foundation if any insurance required under this Agreement will be materially changed, reduced or cancelled.

It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of the City. If the aggregate limits in the above policies are exhausted by the payment of claims or defense costs, City, subject to Mayor and City Council approval that is consistent with O.C.G.A. § 36-60-13 will be required to purchase an additional insurance to restore the required limits.

City shall bear all costs of all deductibles and shall remain solely and fully liable for the full amount of any Claim not covered by insurance.

City shall contractually require its Contractor and any subcontractors to comply with the insurance requirements set forth in this Agreement.

Certificates of Insurance

Upon execution of this Agreement and prior to the beginning of any Work, City shall furnish Hawks Foundation with a certificate(s) of insurance certifying that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth in this Agreement.

Exhibit C
Insurance Requirements following the Completion of Construction and/or Renovation

Throughout the term of this Agreement following the Substantial Completion of the Work, City of South Fulton (“City”) shall provide and maintain in full force and effect without interruption, at no cost to the Atlanta Hawks Foundation, Inc. (“Foundation” or “Hawks Foundation”) the policies of insurance set forth hereinafter, which shall protect City, Hawks Foundation and the Indemnified Parties on a primary basis from any and all Claims arising out of or in connection with the use, operation or maintenance of the basketball courts and improvements:

- (i) Commercial General Liability insurance written on an occurrence basis with limits not less than \$1,000,000 each occurrence, \$2,000,000 in the aggregate and \$5,000 medical expense (any one person). Such insurance shall include coverage for contractual liability (applying to the terms and conditions of this Contract), products-completed operations liability, personal and advertising injury, participant legal liability, property damage and bodily injury liability (including death).
- (ii) Workers’ Compensation insurance covering City employees who are engaged in the operating and maintaining the basketball courts, with limits as required by statutory law, including Employer’s Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (iii) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability and Employer’s Liability policy limits.

Other Duties, Representations, and Obligations

The policies of insurance maintained by City shall be issued by insurance companies authorized to transact business in the State of Georgia (i.e. Georgia Admitted Carrier) with A.M. Best ratings acceptable to Hawks Foundation, and primary to any insurance maintained by Hawks Foundation or the Indemnified Parties. Any insurance carried by the Hawks Foundation or the Indemnified Parties shall be excess of and non-contributing with the insurance carried by City. No purchase of any insurance by Hawks Foundation or the Indemnified Parties shall in any way be deemed to alter or amend the responsibilities of City under this Agreement.

Policy (i) above shall be endorsed to name the Hawks Foundation and the Indemnified Parties as Additional Insureds, and shall include a waiver of subrogation in favor of the Additional Insureds.

All insurance policies shall provide that coverage thereunder may not be materially changed, reduced or cancelled unless thirty (30) days prior written notice thereof is furnished to Hawks Foundation. City shall give immediate written notice to Hawks Foundation if any insurance required under this Agreement will be materially changed, reduced or cancelled.

It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of the City. If the aggregate limits in the above policies are exhausted by the payment of claims or defense costs, City will be required to purchase an additional insurance to restore the required limits.

City shall bear all costs of all deductibles and shall remain solely and fully liable for the full amount of any Claim not covered by insurance.

Certificates of Insurance

Upon completion of the Work, City shall furnish Hawks Foundation with a certificate(s) of insurance certifying that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth in this Agreement. City hereby agrees to furnish renewal insurance certificates throughout the term of the Agreement, as appropriate.

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/2021		
Requesting Department Police Department	Council District(s) Affected N/A	
Requested Action Request to get on the City Council Agenda on February 23, 2021 for consideration of approval for the police department to enter into Memorandum of Understanding with United States Secret Service.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Staff Recommendation for approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) South Fulton Police has been offered the opportunity to enter into a Memorandum of Understanding with the United States Secret Service. This opportunity will provide our police department with the equipment access, knowledge base, and funding to enhance our digital forensic capabilities in a way that is unmatched by any other agency/entity. There are no costs to the police department or city to participate in the MOU. The MOU will require to contribute to the Task Force by assisting other surrounding agencies with the benefit of the National Computer Forensics Institute Training and Equipment we receive from USSS.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval  Keith Meadows (Feb 12, 2021 15:30 EST)		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval  2/16/21	City Manager Approval 

MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH FULTON POLICE DEPARTMENT AND THE UNITED STATES SECRET SERVICE

The South Fulton Police Department and the United States Secret Service (Secret Service) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the South Fulton Police Department and the Secret Service or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the Secret Service to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States. The Secret Service has since consolidated its Financial Crimes Task Forces with its ECTFs, renaming the consolidated task forces as its Cyber Fraud Task Forces (CFTFs).

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 U.S.C. § 9705, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 U.S.C. § 9705 (a)(1)(I)(hereinafter “overtime costs and other expenses”).

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the South Fulton Police Department and the Secret Service for the reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705.

III. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

- (a) The South Fulton Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the Secret Service CFTF in conducting official investigations. The South Fulton Police Department will submit all requests for reimbursement payments, together with appropriate documentation,

to the Secret Service CFTF supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the Secret Service CFTF.

- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the Secret Service CFTF supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
- (c) The Secret Service CFTF supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) of the Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the Secret Service CFTF, the South Fulton Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the CFTF and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the Secret Service through the Department of the Treasury Forfeiture Fund.
- (e) The South Fulton Police Department shall permit and have readily available for examination and auditing by the Secret Service, the U.S. Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.
- (f) Payments may be made to the extent they are included in the Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the South Fulton Police Department, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.
- (i) The South Fulton Police Department shall provide the Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the South Fulton Police Department wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of

overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

IV. REVISIONS

The terms of this MOU may be amended upon the written approval of both the South Fulton Police Department and the Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
Atlanta Field Office

South Fulton Police Department

for _____
SAIC Steven R. Baisel

Chief Keith Meadows

Date: _____

Date: _____

U.S. Secret Service
Criminal Investigations Division

SAIC (Name)

Date: _____

TEOAF TASK FORCE INFORMATION SHEET

Police Department	South Fulton Police Department
Complete Address Street City, State, Zip Code	5539 Old National Hwy, South Fulton, GA 30349
NCIC/ORI Code	GA0607200
Law Enforcement Agency's Tax ID #	

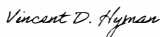
Contact Person Handling Payments	
Contact Person's Email Address	
Contact Person's Telephone Number	

Bank Name	
Bank Address Street City, State, Zip Code	
Bank Telephone Number	
Bank ACH Coordinator If Applicable	
Depositor Account Name	
Bank Account Number	
Type of Account (check, save, etc.)	

Nine-Digit Routing Transit Number									
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City of South Fulton Agenda Item Summary



City Council Meeting Date 3/23/2021		
Requesting Department Police Department		Council District(s) Affected N/A
Requested Action Request Mayor and Council Approval to enter into MOU with Homeland Security Grant Program (HSGP) as subgrantee relating to application for grants under the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Homeland Security Grant Program (HSGP) and/or Nonprofit Security Grant Program (NSGP).		
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) Police initiatives align with Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) national priority of safety and security. As a result of these initiatives, the Police Department can request HSGP grant funds to support our existing Explosive Ordnance Detection K-9 Team. There is no cost match requirement for this grant. Police will be requesting the following funding to offset costs to the City: • \$48,000 towards the purchase of a new K-9 vehicle for the EOD K-9 • \$3,000 towards maintenance funds for veterinary care, K-9 food and supplies related to EOD K-9 response. The total cost of the K-9 vehicle is estimated at \$65,000. The cost contingency allocation for the remaining \$17,000 not covered by the grant will be to use traffic camera revenue.		
Funding Source (if applicable)		
Financial Impact (if applicable)		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval  Keith Meadows (Mar 16, 2021 16:12 EDT)		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval 

Memorandum of Understanding (MOU) Instructions

1. The MOU consists of a 7-page document and 1 Exhibit (A); 8 pages total. All documents must be completed and returned Georgia Emergency Management and Homeland Security Agency (GEMA/Homeland Security) with the appropriate signatures.
2. The MOU and Exhibit A should be filled out electronically. If you cannot fill it out electronically, please make sure to print all of the required information.
3. To complete the MOU and Exhibit A, use either the tab key or the arrow keys to move through the pages field by field. All fields must be completed prior to submission.
4. Once all required information has been entered into the fillable fields of the MOU and Exhibit A; print the entire document.
5. The last page of the MOU document, before Exhibit A, requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone and date of signature. The MOU also requires the signature of a witness.
6. Exhibit A (Designation of Applicant's Agent) requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone and date of signature. An email address is required to obtain access to the system (all email addresses must be unique, no duplicates are allowed).
7. **Please Note: The same person must sign the MOU and Exhibit A.**
8. Once the documents are complete and signed, they must be sent to the following email address: hsgrants@gema.ga.gov

Note: If email is unavailable to you, a paper copy may be submitted to the address below. Please note that this may slow the process of obtaining access to the Georgia EMGrantsPro system as it will need to be scanned and uploaded by our staff.

GEMA/Homeland Security
Post Office Box 18055
Atlanta, Georgia 30316
ATTN: Preparedness Grants and
Programs Division

Memorandum of Understanding (MOU)
BY and BETWEEN
GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
AND
CITY OF SOUTH FULTON

This Memorandum of Understanding (Agreement) made and entered into between the Georgia Emergency Management and Homeland Security Agency, hereinafter referred to as the "GEMA/Homeland Security" and City of South Fulton

officially domiciled at 5440 Fulton Industrial Blvd., Atlanta, GA 30336

hereinafter referred to as Subgrantee relating to application for grants under the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Homeland Security Grant Program (HSGP) and/or Nonprofit Security Grant Program (NSGP).

WHEREAS, GEMA/Homeland Security as the State Administrative Agency (SAA), on behalf of the State of Georgia, is the Grantee receiving funding under the DHS FEMA HSGP and/or NSGP as authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. 603) and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities, and are properly reimbursed to the Subgrantee; and

WHEREAS, the agreement is part of the referenced Subgrantee's application and profile record in the Georgia EMGrantsPro system and will become effective and binding upon approval by GEMA/Homeland Security;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

Responsibilities of the Subgrantee

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the Homeland Security Act and all applicable DHS FEMA regulations as provided in all applicable Subparts of 2 Code of Federal Regulations (CFR) Part 200 and 44 CFR that govern the HSGP and NSGP and shall adhere to the application of the Homeland Security Act of 2002 and those applicable regulations and policies as a condition for acceptance of and expenditure of said DHS FEMA funding.

As a further condition for the acceptance of and expenditure of DHS FEMA funding, the Subgrantee hereby agrees to follow all GEMA/Homeland Security guidelines, regulations and directives, to include but not to limited to the following:

- Use gema.ga.gov and gaemgrants.com, as applicable to access forms, request time extensions and submit requests for reimbursements with supporting documentation.
- The Subgrantee shall assure that all project documents are made available to GEMA/Homeland Security, DHS FEMA, Office of Inspector General (OIG) or to any state or federal agency as determined by GEMA/Homeland Security, to include but not limited to: procurement policies, accounting policies, and all other documentation substantiating eligible costs.
- All records, reports, documents and other materials delivered or transmitted to GEMA/Homeland Security by the Subgrantee shall become the property of GEMA/Homeland Security.
- The Subgrantee will be required to execute a separate subgrant agreement for HSGP and/or NSGP in addition to this MOU.
- The Subgrantee agrees to monitor gema.ga.gov and gaemgrants.com for any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individuals named herein as the Subgrantee's agents are knowledgeable of the requirements outlined herein.

The subgrantee hereby acknowledges that failure to adhere to all applicable state and federal law, regulations, policies and directives may result in suspension and/or termination of funding/reimbursements and/or all or part of the de-obligation of previously received funding.

Responsibilities of GEMA/Homeland Security

- GEMA/Homeland Security agrees to maintain gaemgrants.com subject to the availability of funding.
- GEMA/Homeland Security shall, through the Subgrantee's assigned Program Manager and Grant Specialist, review Subgrantee's requests for reimbursement, assist Subgrantee in correcting deficiencies, and disburse reimbursements to the Subgrantee as timely as possible.
- GEMA/Homeland Security shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements through gaemgrants.com, gema.ga.gov and/or the appropriate alternate methods of communication.
- GEMA/Homeland Security shall provide technical assistance to assist the Subgrantee in the formulation and management of its DHS FEMA grants (see Disclaimer paragraph herein below).

Term of Agreement

This MOU shall remain in full force and effect for the duration of any DHS FEMA grants Subgrantee receives, including the record retention period. Any changes in regulations, policies or procedures applicable to HSGP and/or NSGP funding shall constitute an amendment to this Agreement.

Limitation of Liability

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify Grantee from any actions or claims brought on behalf of any third parties, including those to whom services or materials are provided under any project funded by the DHS FEMA HSGP or NSGP.

Disclaimer

In its capacity as the Grantee and state fiduciary of (DHS FEMA) and other federal grant funds, GEMA/Homeland Security provides technical assistance to current and potential Subgrantees (collectively referred to as "Subgrantees") of the FEMA HSGP and/or NSGP.

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice. GEMA/Homeland Security does not render legal opinions to Subgrantees, but rather provides information intended to assist a Subgrantee prudently manage its own grants management program by employing effective methods and sound practices to manage DHS FEMA grants.

Technical assistance and other grants management information provided by GEMA/Homeland Security and adopted by the Subgrantee, does not serve as GEMA/Homeland Security's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations and policies as required by the DHS FEMA HSGP and/or NSGP.

The Subgrantee, by its decision to participate in the HSGP and/or NSGP, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GEMA/Homeland Security, DHS FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GEMA/Homeland Security, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any

and all other actions it deems appropriate to protect those funds for which it is responsible.

Additional Laws and Policies

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Execution Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

Notices

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by email, personal hand delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

GEMA/Homeland Security
Post Office Box 18055
Atlanta, Georgia 30316
ATTN: Preparedness Grants and Programs

Or

hsgrants@gema.ga.gov

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first written above.

WITNESSES:

State's Witness

Name: Sheneka Turner

State Coordinating Officer

Name: Ceporia McMillian

Date

Telephone Number: (404) 635-7095

Subgrantee's Witness

Name: Vincent Hyman

Chief Elected/Appointed Official
or Chief Executive Officer

Name: Tammi Saddler Jones

Title: City Manager

Date [Click or tap here to enter text.](#)

Telephone Number: 470 809-7700

Exhibit A

Designation of Applicant's Agent

Provide the information below for 1 primary, 1 alternate (optional), 1 authorized and 1 financial individual that will be designated as agents. Changes to the below authorized agents must be communicated to GEMA/Homeland Security in the manner as detailed above within fourteen (14) days of such change.

Primary Agent's Name: Tina Johnson

Title: Police Major

Telephone number: 404-312-2229

Email Address: tina.johnson@cityofsouthfultonga.gov

Alternate Agent's Name (Optional): Shada Esprit

Title: Police Sergeant

Telephone number: 470-423-1003

Email Address: shada.esprit@cityofsouthfultonga.gov

Authorized Agent's Name: Connie Rogers

Title: Deputy Chief of Police

Telephone number: 470-366-5415

Email Address: connie.rogers@cityofsouthfultonga.gov

Financial Agent's Name: Kellie Russell

Title: Grant Administrator

Telephone number: 470-809-7745

Email Address: Kellie.russell@cityofsouthfultonga.gov

I, as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for Homeland Security Grant Program and Nonprofit Security Grant Program on behalf of the Subgrantee for the purpose of obtaining funding under the Homeland Security Act of 2002 (Public Law 107-296 as amended). The above named agent(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of Georgia on all matters pertaining to the management of grants as required by this MOU.

Chief Elected/Appointed Official
or Chief Executive Officer

Date

Name: Tammi Saddler Jones

Title: City Manager

Telephone Number: 470-809-7700



ALERT

(#)

GEMA/HS Mass Vaccination Sites

GEMA/HS Mass Vaccination Sites for COVID-19 opened on February 22. Appointments are required, and can be made by visiting <https://MyVaccineGeorgia.com> (<https://MyVaccineGeorgia.com>).

Learn more (<https://myvaccinegeorgia.com/>)

Homeland Security Grant Program

The Homeland Security Grant Program supports the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. The HSGP supports the Quadrennial Homeland Security Review Mission to Strengthen National Preparedness and Resilience. HSGP funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas. At least eighty percent (80%) of funds must be passed through to local or tribal units of government. At least twenty-five percent (25%) of the overall HSGP funds received by the state must be dedicated towards law enforcement terrorism prevention activities (LETPA).

Funding for this program is provided to Georgia Emergency Management and Homeland Security Agency (GEMA/HS). GEMA/HS is the state Administrative Authority for this program. Funding is provided by the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Programs Directorate (GPD).

Overview

NOTE: Applications will only be accepted on-line via the Georgia EM Grants Manager (<http://ga.emgrants.com>) at ga.emgrants.com beginning February 15, 2021.

The purpose of the FY 2021 HSGP grant is to provide funds to eligible entities to support state, local, tribal, and territorial efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. Use the templates below to write a substantial project description.

 **EOD K9 (<https://gema.georgia.gov/document/document/eod-k9-template-2021/download>)**

 **CERT (<https://gema.georgia.gov/document/document/cert-template-2021/download>)**

 **SWAT (<https://gema.georgia.gov/document/document/law-enforcement-swat-template-2021/download>)**

 **CBRNE (<https://gema.georgia.gov/document/document/cbrne-template-2021/download>)**

 **Hazmat (<https://gema.georgia.gov/document/document/hazmat-template-2021/download>)**

 **GSAR (<https://gema.georgia.gov/document/document/gsar-template-2021/download>)**

Available Grants

State Homeland Security Program (SHSP): The SHSP supports state, tribal, territorial, and local preparedness activities that address high priority preparedness gaps across all core capabilities that support

terrorism preparedness.

Urban Area Security Initiative (UASI): The UASI program assists high-threat, high density Urban Areas in efforts to build, sustain, and deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

Details

The Catalog of Federal Domestic Assistance (CFDA) Number: 97.067

CFDA Title: Homeland Security Grant Program (HSGP)

Key Dates

The Application period opens February 15, 2021.

All applications for this grant must be received by the deadline, **March 25, 2021**, to be considered.

GEMA/HS expects notification of award no later than August 31, 2021.

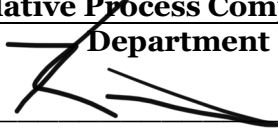
General projected state-level period of performance (POP) is September 01, 2021 – August 31, 2024.

Homeland Security Grant Program - Related Links

Grant Forms and Resources (<https://gema.georgia.gov/assistance/grant-forms-and-resources>)

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 <i>Vincent D. Hyman</i> _____	City Manager Approval <i>Tammi Saddler Jones</i> _____	



NATIONAL SHERIFFS' ASSOCIATION

Memorandum of Understanding (MOU)

between

National Sheriffs' Association (NSA)

and

South Fulton, Georgia Police Department (SFPD)

This Memorandum of Understanding (MOU) is made and entered into this 1st day of March, 2021 (the "Effective Date"), by and between the National Sheriffs' Association (NSA) and the South Fulton (Georgia) Police Department (SFPD), (the "Parties" to this Agreement) for the South Fulton Police Department participation in the NSA's "Justice Reinvestment Initiative (JRI): Reducing Violent Crime" grant to reduce violent crime and recidivism and produce improvement through data sharing (RAPIDS). The South Fulton Police Department has been invited to participate in RAPIDS by the project's lead law enforcement agency partner, the Fulton County Sheriff's Office (FCSO). Funding for RAPIDS is provided to NSA from the Bureau of Justice Assistance (BJA).

WHEREAS, the National Sheriffs' Association (NSA) has been awarded a 3-year Justice Reinvestment Initiative (JRI): Reducing Violent Crime grant by the Bureau of Justice Assistance (BJA).

WHEREAS, the Parties desire and agree to implement the RAPIDS project in conjunction with the South Fulton Police Department.

WHEREAS, the Parties agree to implement the RAPIDS project in conjunction with South Fulton Police Department, NSA, and other agencies in Fulton County and the State of Georgia to share RAPIDS project law enforcement data with participating local, state and federal law enforcement partners.

WHEREAS, the NSA will install, implement and support an innovative and effective integrated data-sharing and data-analysis capacity and notification system to reduce violent crime in Fulton County, and other participating agencies, by uniquely combining three (3) proven and innovative technologies: BI2 Technologies' I.R.I.S.™ biometric identification system; Watch System's Offender Watch® convicted sex offender system; and, Secured Communication's secured mobile criminal justice communications system.



NATIONAL SHERIFFS' ASSOCIATION

WHEREAS, using the grant funds, the NSA will, in collaboration with the South Fulton Police Department, implement a first-of-its-kind collaborative data-sharing and data-analysis approach and program in Fulton County, Georgia to directly reduce violent crime. The NSA's RAPIDS pilot project will seamlessly share critically needed information across multiple legacy systems among federal, state, county and local law enforcement partners.

WHEREAS, the RAPIDS project will significantly improve cross-jurisdiction and system analysis and intelligence for all participating justice system partners from investigation to arrest through pre-trial, conviction, release, probation, parole and reentry. The system will gather and validate detailed criminal justice and biometric identification data from jails and prisons. The secured sharing of data and intelligence system will be based on results-driven protocols and accountability in accordance with local, state and federal law.

WHEREAS, the NSA will provide, using grant funding, all appropriate hardware, RAPIDS software and services, and three (3) years of maintenance and support to implement the RAPIDS project and technologies at the South Fulton Police Department (SFPD) at no cost to SFPD. There are also no matching fees or in-kind contributions required to be paid or contributed to the RAPIDS project by SFPD or Fulton County.

WHEREAS, the NSA, SFPD and any other law enforcement, local government and community agencies that decide to participate in the RAPIDS project understand and acknowledge that all data entered into the RAPIDS system shall remain the property of the originating agency. The NSA, SFPD and any other law enforcement agencies also understand and acknowledge that all data collected, used and shared among authorized participating agencies shall be stored and maintained on, and accessed through, a secure database server located at the International Justice & Public Safety Network, (Nlets) Nova servers. Nlets Nova is a secure cloud platform for the law enforcement community.

THEREFORE, the National Sheriffs' Association (NSA) and South Fulton Police Department (SFPD) agree to the following:

1. SFPD will utilize the technologies provided through the JRI grant to facilitate sharing of law enforcement information among authorized local, county, state and federal law enforcement agencies;



NATIONAL SHERIFFS' ASSOCIATION

2. SFPD will use its best, reasonable efforts to engage with other regional law enforcement agencies in the RAPIDS project;
3. SFPD understands that training on the RAPIDS technology and system is essential to the success of the project. As such, SFPD will ensure that all SFPD personnel who will be using the technology will participate in required training;
4. SFPD commits to work closely with NSA and FCSO project management staff to monitor and evaluate data collected, operational processes and personnel usage, and suggestions for enhancements to the RAPIDS system;
5. SFPD will designate a primary Point-of-Contact (POC) and Project Manager to coordinate and oversee the RAPIDS project with the NSA's project POC;
6. NSA will designate a primary Point-of-Contact (POC) and Project Manager to coordinate and oversee the RAPIDS project with the SFPD's POC. The NSA designates Candace Hill, Project Manager;
7. Both parties understand and agree their respective POCs may change during the project. Both parties agree to inform the other, in writing, within 30 days, of any change in their respective POC.
8. Through the JRI grant, the NSA will provide SFPD the appropriate technology, including necessary hardware, RAPIDS software and services, and three (3) years of support, to participate in the RAPIDS project and technologies;
9. Collaboratively work with law enforcement agencies to reduce the number and rate of violent crime, including murder, by implementing and supporting RAPIDS, a comprehensive system of improved, evidence-based data and information sharing tools and capabilities;
10. Leverage existing technologies and databases by securely making required information immediately available through a cloud-based integration of current intelligence assets; NSA will, in conjunction with SFPD and other participating agencies, design, develop and complete technical data collection methodology;
11. NSA will, in conjunction with SFPD and other participating agencies, perform analysis to identify gaps in data-sharing, integration, analysis and notification capabilities that can be enhanced and improved by building, implementing and using secure data-sharing technologies and infrastructure;
12. SFPD and NSA will improve and combine existing and proven technologies into an integrated, real-time cloud-based data-sharing, notification and alerts platform;
13. Produce quantitative and qualitative analysis of impact of systems;
14. Reduce recidivism by violent offenders;
15. Increase understanding/adoption of integrated community and system-based data-sharing;



NATIONAL SHERIFFS' ASSOCIATION

16. SFPD commits to implement appropriate and required programmatic and personnel initiatives related to the use of the RAPIDS Project technology;
17. SFPD will assist the NSA in defining and producing monthly, quantifiable reports from participating law enforcement including assisting in the definition of any modifications and enhancements to the RAPIDS project or technologies;
18. SFPD will discuss with the RAPIDS Project Team an approach to monitor and update related data sets that may impact the offenders' outcomes, e.g., service agencies; and,
19. SFPD will monitor agency operations that are relevant to the evaluation of the initiative.

RAPIDS Project Implementation and Operational Period

The NSA announced the initial JRI grant award on Friday, September 27, 2019. The original grant and project period was three (3) years from the implementation date or September 26, 2022. However, the implementation date has been delayed as a result of administrative processing time and the COVID-19 pandemic.

The implementation and project commencement date for RAPIDS at the Fulton County Sheriff's Office is Tuesday, February 22, 2021. Project commencement at the South Fulton Police Department will be March 1, 2021. JRI grant funding for the project may end in 2022 if no additional funding is provided. The NSA and SFPD understand and agree that the RAPIDS project implementation and operational period shall be for a three (3) year period starting on Tuesday, February 22, 2021 and ending on Wednesday, February 21, 2024. The NSA and SFPD commit to manage and operate the RAPIDS project during this three (3) year period regardless of whether additional funding is secured to continue or expand the project. Both parties agree and acknowledge that there will be no cost to SFPD or South Fulton City during the project implementation and operational period.

Severability

In the event any portion of this MOU shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provisions shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

Governing Laws

This MOU shall be construed in accordance with and governed by the laws of the State of Georgia.



NATIONAL SHERIFFS' ASSOCIATION

Notices

All notices, requests, demands, and other communications related to this MOU shall be in writing and shall be mailed first class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery, overnight delivery service, or fax addressed as follows:

Keith Meadows
Chief of Police
South Fulton Police Department
5539 Old National Hwy
College Park, GA 30349

Jessica Vanderpool
Director of Grants and Contracts
National Sheriffs' Association
1450 Duke Street
Alexandria, Virginia 22314

Entire Agreement

This MOU represents the entire agreement between the parties, and supersedes all prior communications, both oral and written.

For the South Fulton Police Department: Keith Meadows, Chief of Police

Date: __/__/__

For the National Sheriffs' Association: Jessica Vanderpool, Director of Grants & Contracts

Date: Date: 3/1/2021

DM - Rapids MOU for 03-23-2021 Meeting

Final Audit Report

2021-03-11

Created:	2021-03-11
By:	Delreese Brown (delreese.brown@cityofsouthfultonga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6Q1jTFS_yw69fZcU8kGwDg7Qwc-vURu

"DM - Rapids MOU for 03-23-2021 Meeting" History

-  Document created by Delreese Brown (delreese.brown@cityofsouthfultonga.gov)
2021-03-11 - 9:20:27 PM GMT- IP address: 12.192.165.114
-  Document emailed to Keith Meadows (keith.meadows@cityofsouthfultonga.gov) for signature
2021-03-11 - 9:21:01 PM GMT
-  Email viewed by Keith Meadows (keith.meadows@cityofsouthfultonga.gov)
2021-03-11 - 10:36:23 PM GMT- IP address: 174.218.136.195
-  Document e-signed by Keith Meadows (keith.meadows@cityofsouthfultonga.gov)
Signature Date: 2021-03-11 - 10:36:52 PM GMT - Time Source: server- IP address: 174.218.136.195
-  Agreement completed.
2021-03-11 - 10:36:52 PM GMT

City of South Fulton Agenda Item Summary



City Council Meeting Date March 23, 2021							
Requesting Department CDRA, Planning and Zoning	Council District(s) Affected 5,6,7						
Requested Action An application has been submitted to the Atlanta Regional Commission (ARC) for a comprehensive update to the Old National LCI. This request is for a resolution confirming the matching funds of \$30,000, should the City be awarded the project.							
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)							
Old National is a major commercial corridor that runs through three City Council districts. It is one of the major commercial and transportation corridors in the City. The Old National LCI plan was initially completed in 2004 and updated in 2008, both before the City was incorporated. An update to this plan is long overdue and would provide a foundational planning document for the continued development of the corridor.							
Funding Source (if applicable) Available from the City's appropriation for matching funds in the City's contingency fund							
Financial Impact (if applicable) \$30,000							
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐							
<table border="1"> <tr> <td> Department Director Approval  _____ _____ </td> <td> Finance Director Approval _____ _____ </td> </tr> <tr> <td> Assistant City Manager Approval _____ </td> <td> City Attorney Approval  3/12/21 _____ </td> </tr> <tr> <td colspan="2"> City Manager Approval _____ </td> </tr> </table>		Department Director Approval  _____ _____	Finance Director Approval _____ _____	Assistant City Manager Approval _____	City Attorney Approval  3/12/21 _____	City Manager Approval _____	
Department Director Approval  _____ _____	Finance Director Approval _____ _____						
Assistant City Manager Approval _____	City Attorney Approval  3/12/21 _____						
City Manager Approval _____							

A RESOLUTION AUTHORIZING THE CITY TO SEEK OR PARTICIPATE IN A GRANT APPLICATION FOR A LIVABLE CENTERS INITIATIVE STUDY UPDATE FOR THE CITY OF SOUTH FULTON; AND OTHER LAWFUL PURPOSES

(If needed **Sponsored by Councilperson Name**)

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 Livable Centers Initiative (LCI) program offered by the Atlanta Regional Commission (ARC) awards planning grants on a competitive basis to local governments and nonprofit organizations to prepare and implement plans that link transportation improvements with land use development strategies to create sustainable, livable communities; and

WHEREAS, the City of South Fulton has participated in the LCI program since the City's founding; and

WHEREAS, the current Old National LCI Study was written in 2004, with an update following in 2008, and the entire plan being written before the City of South Fulton was incorporated; and,

WHEREAS, the proposed Old National LCI Study Update will build on the relevant portions of previous LCI and other planning studies, will propose an expansion of the current plan's boundaries, and will be a transformational document to the continued successful future development of the Old National corridor in South Fulton; and,

WHEREAS, the Old National LCI Study Update will advance the goals of the Regional Development Plan and the LCI Program to encourage diversity of land uses accessible to people of all income levels; to enhance access to a range of travel modes, including transit, walking and bikeways; and foster public-private partnerships; and

WHEREAS, the City of South Fulton will serve as the applicant, will commit matching funds, and will pursue active implementation and regular updates of its study; and,

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

NOW, THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES as follows:

Section 1: The City Council expresses its full support for the grant application to the Atlanta Regional Commission for the purpose of updating a Livable Centers Initiative Study for the City of South Fulton and authorizes the City Manager, Interim Financial Director and City Attorney and other necessary staff to execute all appropriate documents in pursuit thereof.

Section 2: The City of South Fulton will provide the required 20% match (up to \$30,000) for the Livable Centers Initiative Study Update should grant funds be awarded.

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.

[signature and voting results appear on following page]

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/23/2021		
Requesting Department Public Works	Council District(s) Affected 6,7	
Requested Action To execute a contract for Acquisition of Rights of Way (ROW) for Federal- or State-Aid Project between the Georgia Department of Transportation (GDOT) and City of South Fulton. This agreement authorizes reimbursements of Federal Funds to City of South Fulton for the ROW acquisition for the Old National Highway (SR 279), Flat Shoals to Jonesboro Rd (SR 138) pedestrian facilities project.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Staff recommends Council approval of the ROW agreement. The City of South Fulton is responsible for the 20% match (\$126,000) of the total ROW cost (\$630,000) for the project, with 80% (\$504,000) from Federal Funds. The 80% will be reimbursed back to the City upon invoicing the Georgia Department of Transportation.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) This agreement will allow City of South Fulton to receive up to \$504,000.00 of federal funds from the GDOT for Rights of Way acquisition for the Old National Highway (SR 279) Phase II pedestrian facilities project. The project is currently under final design and is part of the FY 2020-2025 Transportation Improvement Program (TIP). The project consists of the design of sidewalks on both sides of Old National Highway. The limits of the project are from Flat Shoals Road to Jonesboro Rd. The cross section of the sidewalks consists of 2-foot wide stamped concrete, curb and gutter, and a 5 to 6-foot wide sidewalk. Areas behind the sidewalk will be landscaped. The project will also provide upgrades of existing traffic signal poles. The project length is 2.6 miles.		
Funding Source (if applicable) Acct line: 351-4100-54-1400		
Financial Impact (if applicable) City is responsible for the 20% local match in the amount of \$126,000 to be funded out Acct 351-4100-54-1400		
Financial Impact Statement Received Yes ☒ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval Antonio Valenzuela Digitally signed by Antonio Valenzuela Date: 2021.03.05 12:55:05 -0500		Finance Director Approval <i>nina robinson</i>
Assistant City Manager Approval <i>[Signature]</i>	City Attorney Approval <i>[Signature]</i>	City Manager Approval _____

**CONTRACT FOR ACQUISITION OF RIGHT OF WAY
STATE-AID OR FEDERAL-AID PROJECT
Reimbursable**

**PROJECT: N/A
LOCAL GOVERNMENT: City of South Fulton
STATE ROUTE: SR 279, SR 138
P.I. NO.: 0015624**

STATE OF GEORGIA

FULTON COUNTY

This Agreement made and entered into this ____ day of _____, ____ by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and **CITY OF SOUTH FULTON** (hereinafter called the **LOCAL GOVERNMENT**).

- ☒ **CFDA # 20.205 Highway Plan and Construction Cluster**
☐ **CFDA # 20.219 Recreation Trails Program**

WITNESSETH THAT:

WHEREAS, the **DEPARTMENT** and the **LOCAL GOVERNMENT** propose to let to construction the above indicated project located at **SR 279 FROM SR 138 TO CR 1391/FLAT SHOALS ROAD - PHASE II**, with the cost of the right of way being distributed between the **LOCAL GOVERNMENT** and the **DEPARTMENT** as hereinafter specified; and

WHEREAS, rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed; and

WHEREAS, rights of way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right of way; and

WHEREAS, rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT'S** name; and

WHEREAS, rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and remain in the **LOCAL GOVERNMENT'S** name; and

WHEREAS, the **DEPARTMENT** is authorized to enter into this contract with the **LOCAL GOVERNMENT** by virtue of Section 32-2-2(a) of the Official Code of Georgia Annotated; and

WHEREAS, the **LOCAL GOVERNMENT** is authorized to enter into this contract by virtue of Sections 32-3-3(e), 32-4-41(6), 32-4-42, 32-4-61 and 32-5-25 of the Official Code of Georgia Annotated and by a certain resolution of the City Council, adopted the ____day of _____, 20____; and

WHEREAS, said rights of way are to be acquired by **LOCAL GOVERNMENT** in accordance with certain specified requirements of the Federal-Aid Highway Act of 1970, as amended, and regulations of the **DEPARTMENT** in order for the construction cost of said project to be eligible for State or Federal participation.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars in hand paid to the **LOCAL GOVERNMENT**, the receipt of which is hereby acknowledged, and the mutual promises and covenants hereinafter set out, the **DEPARTMENT** and the **LOCAL GOVERNMENT** agree as follows:

ITEM I

The **DEPARTMENT** agrees to reimburse the **LOCAL GOVERNMENT** **Not to Exceed Five Hundred Four Thousand DOLLARS and No CENTS (\$504,000.00)** for eligible reimbursable right of way costs. Reimbursable right of way costs includes land and improvement costs and other costs as specified in 23 CFR 710.203(b).

Rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed. Rights of way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right of way. Rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT'S** name. Rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and remain in the **LOCAL GOVERNMENT'S** name.

Reimbursement of acquisition costs will be eligible after completion of the following: all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the project. Further, before any reimbursement of costs occurs, the **LOCAL GOVERNMENT** shall certify in writing to the **DEPARTMENT** that title to all parcels has been acquired and that all property management, all demolition and all

relocation has been completed. Said certification will include a statement that “All parcels are vacant and immediately available for construction purposes”.

Each valuation and damage expert utilized on this project must be selected from the **DEPARTMENT’s** “Approved Appraiser List”. The **DEPARTMENT** shall review and approve each selection prior to the **LOCAL GOVERNMENT** contracting with the appraiser. All appraisals will be submitted to the **DEPARTMENT** for review, for approval and to establish fair market value prior to negotiations.

The **LOCAL GOVERNMENT** is responsible for properly flagging, staking, and marking all required right of way and all required easement (temporary or permanent) surveyed boundary lines PRIOR to the appraiser inspecting and appraising the property and PRIOR to the on-site Negotiation Agent meeting with the property owner to review the required right of way and/or required easement(s).

Except as specified in **ITEM V** of this contract, all counter offers, administrative settlements and legal settlements authority above the fair market value must be reviewed and approved by the **DEPARTMENT** if the **LOCAL GOVERNMENT** desires that the **DEPARTMENT** participate in any increased settlement agreement above the fair market value. It is understood and agreed that the **DEPARTMENT** may participate in a court directed award above the fair market value subject to the availability of funds identified for the project. The **DEPARTMENT** will not be required to participate in any such award increase that is not supported by a court order. It is further agreed between the parties that the **DEPARTMENT** shall be the final arbiter of whether an increase in an award or expense will be reimbursable to the **LOCAL GOVERNMENT**.

ITEM II

The **LOCAL GOVERNMENT** shall ensure at the time of closing that the current, approved deed or easement document reflects the latest revised or current required right of way description and/or easement(s) description.

The **LOCAL GOVERNMENT** will provide its own all legal counsel associated with acquiring properties by deed.

The **LOCAL GOVERNMENT**, or its designated representative, will prepare all Condemnation Petitions in the name of the **LOCAL GOVERNMENT** and will provide all legal counsel and/or litigation associated with acquiring properties through condemnation.

After receipt of the approved and accepted certification from the **LOCAL GOVERNMENT** to the **DEPARTMENT** and where after all acquired parcels on designated state or federal routes, whether by deed or by condemnation, have been executed, quitclaimed, transferred in name from the **LOCAL GOVERNMENT** and recorded in the name of the **DEPARTMENT**, the **DEPARTMENT** will reimburse the **LOCAL GOVERNMENT** pursuant to **ITEM III** herein.

ITEM III

As set forth in **ITEM I** above, the DEPARTMENT will reimburse **Five Hundred Four Thousand DOLLARS and No CENTS (\$504,000.00)** of eligible right of way costs. **The procedure for reimbursement is as follows:**

All files and reimbursement requests shall be directed to the District Local Government Right of Way Coordinator (DLGC) in the **Chamblee District Office**. All reimbursement matters shall first be reviewed at the District Level in accordance with current guidelines and policies. Reimbursement to **LOCAL GOVERNMENT** will be issued from the **General Office in Atlanta** following receipt of all approved documents and the accepted and approved **LOCAL GOVERNMENT** certification.

Two (2) copies of the following items shall be included for each parcel and activity cost to be reimbursed:

- 1) Reimbursement of eligible costs associated with properties acquired by deed or easement:**
 - a) Recorded Deed or Easement;**
 - b) Copy of the Approved Option;**
 - c) Executed Closing Statement; and**
 - d) Copy of approved Review Appraisers Report (Form 532).**
- 2) Reimbursement of eligible costs associated with properties acquired through condemnation:**
 - a) Copy of the filed, recorded Condemnation Petition with identified docket number;**
 - b) Copy of receipt for monies deposited into court; and**
 - c) Copy of Quitclaim Deed from LOCAL GOVERNMENT to DEPARTMENT for on-system only.**
- 3) Reimbursement of eligible property management costs:**
 - a) Copy of verifiable and detailed invoice from the contractor and receipt for payment from the LOCAL GOVERNMENT and any fee contractors employed by the LOCAL GOVERNMENT for Property Management activities.**
- 4) Reimbursement of eligible relocation costs:**
 - a) Copy of Relocation Payment Checks;**
 - b) Copy of Executed Relocation Claim Forms; and**
 - c) Copy of the Approval Authorization of Payment Amount**

5) Reimbursement for any other cost(s) not specifically listed above must include an invoice and any other supporting documentation as may be requested by the DEPARTMENT.

Any deviation from or change in the above described procedure must be approved by the State Right of Way Administrator in the Atlanta General Office.

ITEM IV

The **LOCAL GOVERNMENT** will ensure that the demolition and removal in their entirety of all buildings, walls, fences, gates, underground storage tanks, other hazardous materials, signs, or any other improvements and structures of any nature or description, lying wholly or partially situated within the right of way and/or easement area, whether surface or subsurface shall be conducted in accordance with and pursuant to any and all pertinent state and federal laws, regulations and procedures, including but not limited to all current laws, regulations and procedures of the U.S. Environmental Protection Agency and the Georgia Environmental Protection Division.

Any demolition and removal shall be in accordance with procedures approved by the **DEPARTMENT**. The **DEPARTMENT** will not remove any improvements or structures as clearing and grubbing items.

Any and all contaminated properties will require the **DEPARTMENT's** approval before being acquired by the **LOCAL GOVERNMENT**.

ITEM V

The **LOCAL GOVERNMENT** has the authority to approve a counter offer or an administrative settlement up to \$20,000 or 10% above the approved Fair Market Value. On legal settlement authority for condemned parcels, the **LOCAL GOVERNMENT** authority level is 20% or \$20,000, whichever is greater. All other counter offers, administrative settlements and legal settlement authority on condemned parcels must be reviewed and approved by the **DEPARTMENT**, if the **DEPARTMENT** is to participate in any increased cost. Any modification whatsoever or any special provision included as an agreement to any document must first be approved and appropriately accepted by the **DEPARTMENT**. The DLGC in the **Chamblee District Office** will function as the **LOCAL GOVERNMENT** liaison with the **DEPARTMENT**. All counter offers, check requests, and any matters to be considered for agreement will be submitted through the DLGC.

Once a determination has been made by the General Office, the DLGC will notify the **LOCAL GOVERNMENT**, in writing, of either approval or rejection of the submitted proposal.

The **DEPARTMENT** will not participate in any portion of a counter proposal which is closed prior to **DEPARTMENT** review, approval and acceptance.

ITEM VI

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the **DEPARTMENT**, the **LOCAL GOVERNMENT** agrees not to use convict labor in any way on the project.

ITEM VII

Once the environmental clearance is obtained and the right of way plans are approved, but prior to right of way authorization, the **LOCAL GOVERNMENT** can begin pre-acquisition activities at its own risk. However, acquisition activities including the making of offers cannot be made until the following has been completed: an acceptable project cost estimate has been submitted, reviewed and approved; right of way funds have been authorized in accordance with 23 CFR Part 710; and, the **DEPARTMENT** has issued a Notice to Proceed to the **LOCAL GOVERNMENT** for any eligible, reimbursable right of way acquisition activities.

The **LOCAL GOVERNMENT** agrees to defend itself from and against any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of Rights of Way by deed or condemnation.

ITEM VIII

The **LOCAL GOVERNMENT** will, as required by law, proceed within fifteen (15) days after being notified by the **DEPARTMENT** to acquire the rights of way for said project free of all encumbrances by gift, deed, easements or condemnation in accordance with the approved plans.

ITEM IX

The **LOCAL GOVERNMENT** will, in the right of way acquisition procedure, observe and comply with Title 49 Code of Federal Regulations Part 24; Title 23 Code of Federal Regulations Part 710; Georgia Laws 1972, p. 931, as amended; and, in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **LOCAL GOVERNMENT** will be responsible for making payments to owners as required under this procedure for any incidental expenses for the transfer of real property for rights of way purposes and any other moving and relocation expenses as required under the law and determined to be proper by the **DEPARTMENT**. Appeals of relocation assistance benefits will be submitted to the **DEPARTMENT** for review. Response to an appeal will be the responsibility of the **DEPARTMENT**. The **LOCAL GOVERNMENT** will, in their acquisition of the right of way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions, attached hereto. During the performance of this Contract, the **LOCAL GOVERNMENT** will also comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in State Aid or Federally-assisted programs of said Department in accordance with the stipulations as indicated under Appendix "A", attached hereto.

The **LOCAL GOVERNMENT** shall also comply with all provisions as set forth in ADDENDUM 1, GDOT TITLE VI Assurances as attached hereto, inclusive of APPENDIX A, APPENDIX B and APPENDIX C of attached ADDENDUM 1.

ITEM X

Where determined to be desirable, **LOCAL GOVERNMENT** will provide rodent control measures as required by the U. S. Department of Transportation prior to the demolition or removal of improvements located within the right of way of the project. The measures employed shall be in accordance with procedures approved by state and local laws and regulations governing rodent control.

ITEM XI

This Agreement sets forth the entire understanding between the Parties relating to the subject contained herein and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. It is understood that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless evidenced by an amendment to this Agreement signed by both the DEPARTMENT and the **LOCAL GOVERNMENT**.

ITEM XII

The **CITY** shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs associated with this Agreement and used in support of its activities and shall make such material available at all reasonable times during the period of this Agreement, and for three years from the date of final payment under this Agreement, for inspection by the GDOT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The **CITY** shall comply with federal administrative procedures in accordance with the requirements of the Uniform Grant Guidance, 2 CFR Part 200, as well as related federal and state regulations and instructions. The **CITY** will ensure that appropriate corrective action is taken within three months after receipt of any audit for all instances of noncompliance.

ITEM XIII

1. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**
2. **TERM OF CONTRACT. UNLESS OTHERWISE AMENDED BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER December 31, 2023.**

3. This Agreement is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia.
4. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
5. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.
6. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
7. The Preamble, Recitals, Exhibits, Addendums and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the **DEPARTMENT** by the Commissioner of the **DEPARTMENT** and on behalf of **LOCAL GOVERNMENT** being duly authorized to do so by the City Council.

Executed on Behalf of the
**GEORGIA DEPARTMENT OF
TRANSPORTATION**

this _____ day of

_____, 20 ____.

By:

COMMISSIONER

ATTEST:

TREASURER

Executed on Behalf of
City of South Fulton

this _____ day of

_____, 20 ____.

By:

MAYOR

WITNESS

FEI# _____

NOTARY PUBLIC

Sworn to and subscribed before me

this _____ day of _____, 20__.

My Commission Expires: _____

(Notary Seal)

RESOLUTION OF THE LOCAL GOVERNMENT

STATE OF GEORGIA

CITY OF SOUTH FULTON

BE IT RESOLVED by the **CITY OF SOUTH FULTON LOCAL GOVERNMENT** City Council and it is hereby resolved, that the foregoing attached Agreement, relative to **P.I. Number 0015624**, be entered into by the **CITY OF SOUTH FULTON** City Council, and that _____ as Mayor, and _____ as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said City Council.

PASSED AND ADOPTED, this _____ day of _____, 20 _____.

ATTEST:

CLERK

BY: _____
WITNESS

STATE OF GEORGIA

FULTON COUNTY

I, _____ as Clerk of the **City of South Fulton** City Council do hereby certify that I am the custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and City Council.

Witness by hand and official signature, this the _____ day of _____, 20 _____.

BY: _____
CLERK

ATTACHMENT NO. 1

MEMORANDUM OF INSTRUCTIONS

These instructions are to set forth the procedures necessary for the Political Subdivisions of the State of Georgia to follow when acquiring right of way on highway projects where it is proposed to acquire or construct said project with Federal participation for on system projects. On systems projects are those on designated state or federal routes. The Political Subdivision shall make every effort to acquire expeditiously all real property when authorized to proceed.

The Political Subdivision may, when they consider it appropriate, attempt to secure the right of way by donation. To assure the property owner is fully informed of his rights, the request for donation must be made in writing and also set forth that they are entitled to full just compensation, if they so desire. A letter prepared by the Department will be made available to use as a guide. If a property owner requests payment of just compensation, the provisions of paragraph one (1) must be followed.

Nothing herein shall be construed to prevent a person whose real property is being acquired from making a gift or donation of such property, or any part thereof, or of any compensation paid therefore, after such person has been fully informed of his right to receive just compensation for the acquisition of his property.

1. At the initiation of negotiations each owner must be fully informed of his right to receive just compensation for the acquisition of his property. In order to assure just compensation is being offered, the following steps must be taken:
 - A) A General Certified Appraiser and other valuation or damage experts, who is on the Department's approved list, must utilize an appropriate valuation method (appraisal/data book/cost estimate) as determined by the Department.
 - B) The appraiser must give the owner or his designated representative an opportunity to accompany him during his inspection of the property. A statement is to be in the report that this opportunity was provided.
 - C) The report must be adequately documented to support the conclusion of the appraiser and shall be prepared in accordance with the guidelines set forth by the Department.
 - D) The Department must review the appraisal and approve in writing the estimated amount of just compensation to be offered to the property owner.
 - E) The offer must be made in writing for the full amount of the aforesaid estimate of just compensation. Where appropriate, the written offer must state separately the amount for the real property being acquired and the amount attributable to damages to the remaining property.
2. No person occupying real property shall be required to move from his home, farm, or business without at least three (3) months written notice or two (2) months written notice from the time of the closing or condemnation.
3. The Department will furnish copies of letters, settlement and disbursements statements and such other forms, as it may deem necessary or desirable.
4. Copies of all letters, forms, deeds and status reports used in the acquisition of Rights of Way for this project must be forwarded to the Department upon request, for future reference.
5. The LOCAL GOVERNMENT will be responsible for determining benefits and preparing relocation assistance packages. Packages must be submitted to the Department for review and approval prior to offers of benefits being made.

6. Any consultant contracted for negotiation services for the acquisition of right of way for the LOCAL GOVERNMENT must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Broker's License in accordance with OCGA Title 43 Chapter 40 unless identified as an exception under Title 43, Chapter 40 of the Official Code of Georgia Annotated. Said consultant must attend any present and all future mandatory training classes required by the DEPARTMENT.

APPENDIX “A”

- A. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the regulations), which are herein incorporated by reference and made a part of this contract.
- B. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in APPENDIX “B” of the regulations.
- C. **SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitation either by competitive bidding or negotiation made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the regulations relative to nondiscrimination on the grounds or race, color or national origin.
- D. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation, or the Federal Highway Administrative as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the contractor or under the contract until the contractor complies, and/or
 2. Cancellations, termination or suspension of the contract, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The contractor shall include the provisions of Paragraphs “A” through “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the State Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the State Department of Transportation to enter into such a result of such direction, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination
Assurances
DOT Order No. 1050.2A

The Georgia Department of Transportation (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or part thereof, for which the Recipient receives Federal financial assistance from DOT including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding *source*:

"The Georgia Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, *use*, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligated the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Georgia Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Georgia Department of Transportation access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by Georgia Department of Transportation. You must keep records, reports, and submit the material for review upon request to the Georgia Department of Transportation, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Georgia Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Program. This ASSURANCE is binding on Georgia, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Georgia Department of Transportation
(Name of Recipient)

by 
(Signature of Authorized Official)

DATED 07/15/20

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non- discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration) as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct

as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the GDOT will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with **Title 23 U.S. Code § 107**, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the U.S Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the GDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto GDOT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the GDOT, its successors and assigns.

The GDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that GDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non- discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the GDOT pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the GDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the GDOT and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by GDOT pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, GDOT will there upon revert to and vest in and become the absolute property of GDOT and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/23/2021		
Requesting Department Information Technology		Council District(s) Affected All
Requested Action Request Council Approval to renew our Microsoft Enterprise Agreement in an amount not to exceed \$350,000.00.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Staff recommends Council approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Pursuant the to City's need to continue and maintain operations in a secure and efficient manner the Information Technology Department request approval to renew the contract for our Microsoft Enterprise Agreement . This includes such as computer licenses, email, office management platforms and cyber security.		
Funding Source (if applicable) Funding Line: 100-1535-52-1301		
Financial Impact (if applicable) The Information Technology Budget includes funding for this request.		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval  Namarr Strickland (Mar 12, 2021 16:09 EST)		Finance Director Approval nina robinson
Assistant City Manager Approval	City Attorney Approval	City Manager Approval Tammi Saddler Jones



Pricing Proposal
Quotation #: 19938185
Created On: 1/18/2021
Valid Until: 1/31/2021

City of South Fulton

Namarr Strickland

5440 Fulton Industrial Blvd
Atlanta, GA 30336
United States
Phone: 407-809-7718
Fax:
Email: Namarr.Strickland@cityofsouthfultonga.gov

Inside Account Executive

Connor Caden

290 Davidson ave.
Somerset, NJ 08873
Phone: 732-652-3096
Fax: 732-654-8363
Email: Connor_Caden@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-34704	500	\$353.38	\$176,690.00
2 CloudAppSecurityAOGCC ShrdSvr ALNG SubsVL MVL AddOn toEMSE5GCC Microsoft - Part#: MRA-00001	500	\$0.00	\$0.00
3 Defender for Identity for Use with GCC SubsVL AddOn to EMS E5 GCC Microsoft - Part#: MRC-00001	500	\$0.00	\$0.00
4 EMSE5FullGCC ShrdSvr ALNG SU MVL EntMobandSecE3GCC PerUsr Microsoft - Part#: MQY-00002	500	\$65.56	\$32,780.00
5 WinE5StpFrmWinE3 GCC ALNG SubsVL MVL Microsoft - Part#: AAF-21855	500	\$54.37	\$27,185.00
6 O365GCCE5 ShrdSvr ALNG SU MVL O365GCCE3 PerUsr Microsoft - Part#: T2N-00005	500	\$162.36	\$81,180.00
7 Azure prepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004	1	\$0.00	\$0.00
8 Project Plan3 GCC Shared All Lng Subs VL MVL Per User Microsoft - Part#: 7MS-00001	1	\$276.01	\$276.01
9 ProjectPlan5GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7VX-00001	5	\$506.02	\$2,530.10
10 VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001	8	\$138.01	\$1,104.08
11 Domestic Calling Plan GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: LM9-00001	50	\$129.89	\$6,494.50

12	Dyn365ECasMngmntGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: NUY-00001	20	\$419.92	\$8,398.40
13	Dyn365ECstmrSrvGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: NVG-00005	1	\$1,028.28	\$1,028.28
14	WinSvrDCCore ALNG SA MVL 16Lic CoreLic Microsoft - Part#: 9EA-00273	3	\$1,019.06	\$3,057.18
			Total	\$340,723.55

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



Dell | Software – Customer Confidential

Quotation

Quote Number: REC21010801
Quote Expires: Mar 26, 2021

Rex Collins
Inside Product Specialist
One Dell Way
Round Rock, TX 78680
P: (512) 513-9169
F: (512) 283-4652
Rex_Collins@Dell.com

Customer:
Contact: Namarr Strickland
Customer # :
Phone:
Fax:
E-mail: namarr.strickland@cityofsouthfultonga.gov
Date of Issue: Jan 08, 2021

Remit To:

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	Part #	Mfg #	Quantity	Unit Price	Ext. Price
ENTERPRISE SUBSCRIPTION LICENSES					
M365 E3 GCC UNIFIED SHRD SVR ALNG SUBSVL MVL PER USER		AAD-34704	500	\$351.60	\$175,800.00
CLOUD APP SECURITY AOGCC SHRDSVR ALNG SUBSVL MVL ADD ON TO EMSE5 GCC		MRA-00001	500		
DEFENDER FOR IDENTITY FOR USE WITH GCC SUBSVL ADDON TO EMS E5 GCC		MRC-00001	500		
ENTMOBANDSEC E5 FULL GCC SHRDSVR ALNG SU MVL ENTMOBANDSECE3GCC PER USER		MQY-00002	500	\$65.28	\$32,640.00
WIN E5 SU FOR USE W/GCC SHRDSVR ALNG SUBSVL MVL - STEP UP		TSP-00001	500	\$54.12	\$27,060.00
O365 GCC E5 SHRD SVR ALNG SU MVL O365GCCCE3 PER USER- STEP UP		T2N-00005	500	\$161.52	\$80,760.00
AZURE PREPAYMENT G SHRDSVR ALNG SUBSVL MVL COMMIT PROVISION		J5U-00004	1		
PROJECT PLAN 3 GCC SHARED ALL LNG SUBS VL MVL PER USER		7MS-00001	1	\$274.68	\$274.68
PROJECT PLAN 5 GCC SHRDSVR ALNG SUBSVL MVL PER USER		7VX-00001	5	\$503.52	\$2,517.60
VISIO PLAN 2 GCC SHRDSVR ALNG SUBSVL MVL PER USER		P3U-00001	8	\$137.28	\$1,098.24

Quote Prepared By: Rex Collins

- 1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- 2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- 3) If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
- 4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- 5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- 6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Rev. 12/20/2007



Dell | ASAP Software – Customer Confidential

Quotation

Quote Number: REC21010801
Quote Expires: Mar 26, 2021

Rex Collins
 Inside Product Specialist
 One Dell Way
 Round Rock, TX 78680
 P: (512) 513-9169
 F: (512) 283-4652
 Rex_Collins@Dell.com

Product Description	Part #	Mfg #	Quantity	Unit Price	Ext. Price
DOMESTIC CALLING PLAN GCC SHRDSVR ALNG SUBSVL MVL PER USER		LM9-00001	50	\$129.24	\$6,462.00
DYNAMICS 365ECASE MNGMNT GCC SHRDSVR ALNG SUBSVL MVL PER USER		NUY-00001	20	\$417.84	\$8,356.80
DYNAMICS 365E CSTMR SRVC GCC SHRDSVR ALNG SUBSVL MVL PER USER		NVG-00005	1	\$1,023.24	\$1,023.24
ADDITIONAL PRODUCT LICENSES					
WINDOWS SERVER DC ALNG SA MVL 16 CORE LICENSE - SA ONLY		9EA-00273	3	\$1,014.08	\$3,042.24

Notes:
 Current EA 6275551 end date 2021-03-31.
 New EA to be created.
 Pricing shown is the annual price.
 Georgia State Contract 99999-SPD-SPD0000060-0006.

Product Sub Total	\$339,034.80
Grand Total	\$339,034.80
	USD

Quote Prepared By: Rex Collins

- Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
- All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Rev. 12/20/2007



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

**Enterprise Quote
for**

City of South Fulton, GA

Date 1/29/21
Account Manager

VSL Specialist Dan Field
Channel Price Sheet Month

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment - Estimate

Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Price	Year 1	Price	Year 2	Price	Year 3		
					Extended		Extended		Extended		
AAD-34704	M365 E3 GCC Unified PerUsr	D	500	\$ 353.38	\$ 176,690.00	\$ 353.38	\$ 176,690.00	\$ 353.38	\$ 176,690.00		
MRA-00001	Cloud App Security GCC	D	500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
MRC-00001	Defender for Identity for Use wGCC	D	500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
MQY-00002	EntMobandSecE5FullGCC ShrdSvr ALNG SU MVL	D	500	\$ 65.56	\$ 32,780.00	\$ 65.56	\$ 32,780.00	\$ 65.56	\$ 32,780.00		
AAF-21855	WinE5StpFrmWinE3 GCC ALNG SubsVL MVL	D	500	\$ 54.37	\$ 27,185.00	\$ 54.37	\$ 27,185.00	\$ 54.37	\$ 27,185.00		
T2N-00005	O365GCCCE5 SU MVL O365GCCCE3 PerUsr	D	500	\$ 162.36	\$ 81,180.00	\$ 162.36	\$ 81,180.00	\$ 162.36	\$ 81,180.00		
J5U-00004	Azure Gov Commit Provision	D	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7MS-00001	Project Plan3 GCC Per User	D	1	\$ 276.01	\$ 276.01	\$ 276.01	\$ 276.01	\$ 276.01	\$ 276.01		
7VX-00001	ProjectPlan5GCC PerUsr	D	5	\$ 506.02	\$ 2,530.10	\$ 506.02	\$ 2,530.10	\$ 506.02	\$ 2,530.10		
P3U-00001	VisioPlan2GCC PerUsr	D	8	\$ 138.01	\$ 1,104.08	\$ 138.01	\$ 1,104.08	\$ 138.01	\$ 1,104.08		
LM9-00001	Domestic Calling Plan GCC PerUsr	D	50	\$ 126.72	\$ 6,336.00	\$ 126.72	\$ 6,336.00	\$ 126.72	\$ 6,336.00		
NUY-00001	Dyn365ECaseMngmntGCC PerUsr	D	20	\$ 419.92	\$ 8,398.40	\$ 419.92	\$ 8,398.40	\$ 419.92	\$ 8,398.40		
NVG-00005	Dyn365ECstmrSrvcGCC PerUsr	D	1	\$ 1,028.28	\$ 1,028.28	\$ 1,028.28	\$ 1,028.28	\$ 1,028.28	\$ 1,028.28		
9EA-00273	WinSvrDCCore SA 16Lic CoreLic	D	3	\$ 1,019.06	\$ 3,057.18	\$ 1,019.06	\$ 3,057.18	\$ 1,019.06	\$ 3,057.18		
Year 1 Total					\$ 340,565.05	Year 2 Total		\$ 340,565.05	Year 3 Total		\$ 340,565.05
Three Year Total					\$ 1,021,695.15						

Notes

GASOFTMSFTE: State of Georgia Software Microsoft Enterprise

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

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>Vincent D. Hyman</i> 		<i>Tammi Saddler Jones</i> 		

A RESOLUTION BY THE CITY OF SOUTH FULTON TO APPROVE, AUTHORIZE AND/OR DELEGATE THE CITY MANAGER AND/OR HER/HIS DESIGNEE TO EXECUTE NON-DISCLOSURE AGREEMENTS OR OTHER SIMILAR NON-BINDING AGREEMENTS AND FOR OTHER LAWFUL PURPOSES

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

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

WHEREAS, according to Section 3.10A of the City of South Fulton's Charter, the City has adopted and formed a city council – city manager form of government;

WHEREAS, the City, pursuant to Section 3.10 (c) of its Charter, has established departments, boards and/or agencies that it deems necessary for the proper administration of the affairs of the City;

WHEREAS, the City has established the Department of Economic Development;

WHEREAS, the Department of Economic Development will find or receive information regarding potential real estate or advantageous economic business ventures that customarily require the execution of Non-Disclosure Agreements ("NDAs"), prior to the execution of any formal definitive agreements by the City;

WHEREAS, the Director of the Department of Economic Development and City Manager believe that it would be advantageous and beneficial for the City to pre-approve, authorize and delegate the City Manager and/or her/his designee to execute Non-Disclosure Agreements that are similar to, or in substantial form as the one attached hereto this Resolution, as permitted by law;

WHEREAS, the City Council may delegate certain contract signing authority to the City Manager to the extent allowed by law, pursuant to Section 3.22 (b)(4) of the City Charter;

WHEREAS, the proposed and future Non-Disclosure Agreements that are non-binding would be consistent with O.C.G.A. § 36-6013:

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

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES
as follows:

Section 1. The City Council hereby approves, authorizes and delegates to the City Manager the authority to execute Non-Disclosure Agreements that are similar to, or in substantial form as the one that is attached to this Resolution, as permitted by law.

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

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

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

Section 3. The city attorney and 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. 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]

NON-DISCLOSURE AGREEMENT

This Agreement (“**Agreement**”) is effective as of the effective date set forth below, by and between the _____ (the “**Authority**”) and the other entity executing this Agreement (each, a “**Party**”, and collectively, the “**Parties**”).

WHEREAS, the Parties desire to enter into discussions concerning planning, financing, development, construction and management (the “**Possible Transaction**”) of an economic development project.

WHEREAS, the Parties desire to keep their discussions and the nature and scope thereof confidential;

WHEREAS, such discussions may involve the disclosure by a Party to another Party of its confidential and proprietary information; and

WHEREAS, the Parties desire to reach an understanding with respect to the disclosure of such information and with respect to the confidentiality of discussions in general;

THEREFORE, the Parties agree as follows:

1. For the purpose of this Agreement, unless the context indicates otherwise, the term “**Confidential Information**” means all proprietary and/or confidential information of the disclosing Party revealed to the receiving Party in connection with the Possible Transaction, regardless of the form in which it appears, or under which it is communicated, all copies or recordings thereof (whether or not made in accordance with this Agreement) and the content of such information, including but not limited to, all descriptions, economic data, computer programs (not including source code) and models and the results thereof. For the purpose of this Agreement, “**Trade Secrets**” means any and all items that constitute trade secrets under applicable law, including without limitation, the software, technology, know-how, confidential business information, technical or non-technical data, formulas, patents, compilations, source code, devices, methods, techniques, drawings processes, financial data, financial plans and product plans of the disclosing Party or its Affiliates (defined below).

2. Each Party agrees that the Confidential Information and Trade Secrets it receives from another Party are proprietary and are (as among the Parties hereto) the property of the disclosing Party, and shall be kept strictly confidential, except that disclosure by a Party to its Representatives (defined below) is permitted as provided herein. The Confidential Information and Trade Secrets shall not be sold, traded, published, or otherwise disclosed by the receiving Party to anyone in any manner whatsoever, except as may be expressly provided for herein. The receiving Party shall not use the Confidential Information or Trade Secrets for any purpose, without the consent of the disclosing Party, other than the discussions concerning the Possible Transaction. The Parties acknowledge that their Representatives will form and retain mental impressions based upon the Confidential Information and Trade Secrets disclosed to each Party and agree that it is not the intent of the Parties that the non-use restrictions contained in this Agreement will prevent these Representatives, insofar as such mental impressions are concerned, from performing their other work assignments for their respective employers. Without the prior

written consent of the disclosing Party, except as may be expressly provided for herein, the receiving Party will not, and will direct the receiving Party's Representatives not to, disclose to any other person that such Confidential Information or Trade Secrets have been made available, or any of the terms, conditions or other facts with respect to the Possible Transaction including the status thereof or the terms of this Agreement. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any individual, corporation, company, group, partnership, public body or other entity.

3. Any provision hereof to the contrary notwithstanding, Confidential Information and Trade Secrets does not include any information which:

(a) was known to the receiving Party or the receiving Party's Representatives prior to the date of its disclosure pursuant to this Agreement;

(b) is or becomes generally available to the public other than through the wrongful act or wrongful omission of the receiving Party or its Representatives;

(c) becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party or its Representatives; or

(d) is independently developed by the receiving Party, its Representatives, or any of its Affiliates.

4. In the event that a receiving Party or anyone to whom the receiving Party transmits such Confidential Information or Trade Secrets pursuant to this Agreement is legally required to release any Confidential Information or Trade Secrets of a disclosing Party, the receiving Party will, to the extent permitted by law or regulation, provide the disclosing Party with notice, to the extent practical prior to releasing such information, so that the disclosing Party may seek an appropriate protective order. Any provision hereof to the contrary notwithstanding, however, the obligations of the Authority and its Representatives hereunder are subject to the legal obligations of the Authority as a public body, including, without limitation O.C.G.A. § 50-18-70, *et seq.* and § 50-14-1, *et seq.*

5. The receiving Party shall be entitled to disclose the Confidential Information and Trade Secrets of the disclosing Party and provide copies of the same, without the disclosing Party's prior written consent, to its Representatives for the purpose of evaluating the Possible Transaction, provided they are informed by the receiving Party of the confidential nature of such Confidential Information and Trade Secrets. In this Agreement, "**Representatives**" means a Party's Affiliates, and its and their respective directors, officers, employees (permanent or contract), agents or representatives, including, without limitation, its and their respective attorneys, accountants, consultants and financial advisors. "**Affiliates**" shall mean, (a) in the case of the Authority, its officers, directors, members and employees, and (b) in the case of the other Party, shall mean any company or legal entity or body which (i) controls, either directly or indirectly, such other Party; or (ii) which is controlled, directly or indirectly, by such Party; or (iii) is directly or indirectly controlled by a company or entity which directly or indirectly controls such Party. "**Control**" means the right to exercise 50% or more of the voting or appointment rights in the selection of the directors (or other managers having duties similar to

those of directors) of an entity or body, or otherwise to control the management and policies of such entity or body.

6. The Confidential Information and Trade Secrets shall remain (as between the Parties) the property of the disclosing Party, and the disclosing Party may demand the return thereof at any time. Upon receipt of such notice, the receiving Party shall return all of the Confidential Information and Trade Secrets in tangible form and all copies in its possession to the disclosing Party as soon as is reasonably practical. In the event that the receiving Party has destroyed any of same, such receiving Party shall confirm the destruction of same in the correspondence accompanying the return of the same that was not destroyed. Notwithstanding the foregoing, (a) the receiving Party shall not be obligated to return or destroy any documents created by it that reflect or refer to Confidential Information or Trade Secrets, (b) the receiving Party may keep one copy of the Confidential Information and Trade Secrets in tangible form if necessary in order to satisfy its regulatory obligations or its document retention policies, and (c) the receiving Party may create and retain an abstract describing the type of Confidential Information or Trade Secrets in tangible form that it receives sufficient to document the nature and scope of the Parties' discussions under this Agreement. Any such documents or abstract so retained or created will be subject to the restrictions of this Agreement.

7. Any notice or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed properly given when hand delivered, or sent by a reputable national delivery service such as Federal Express, or mailed certified mail, return receipt requested, or transmitted by email with date and sending Party identified (and, in the case of email, the same shall be confirmed via one of the other methods of giving notice), as provided below the signatures of the Parties hereto.

9. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES.

10. No amendments, changes or modifications to this Agreement shall be valid unless the same are in writing and signed by a duly authorized representative of each of the Parties hereto.

11. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the subject matter hereof and supersedes and cancels all prior communications, understandings and agreements among the Parties hereto, whether written or oral, expressed or implied.

12. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Parties. Any assignment without such written consent shall be null and void and of no force or effect. This Agreement shall be binding upon the successors and permitted assigns of the Parties.

13. The Parties hereto understand and agree that unless and until a definitive agreement has been executed and delivered, no contract or agreement providing for a transaction among the Parties shall be deemed to exist among the Parties, and no Party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically

agreed to herein. For purposes of this Agreement, the term “**definitive agreement**” does not include an executed letter of intent or any other preliminary written agreement or offer unless specifically so designated in writing and executed by all Parties. This Agreement neither obligates a Party to deal exclusively with another Party or Parties nor prevents a Party or any of its Affiliates from competing with another Party or Parties or any of its or their Affiliates.

14. This Agreement shall be in effect commencing on the last date of execution by a Party hereto until (i) with respect to the Confidential Information, one (1) year following termination of discussions among the Parties regarding the Possible Transaction, and (ii) with respect to the Trade Secrets, such information is no longer a “trade secret” under applicable law, provided, that the expiration of this Agreement shall not affect a Party’s liability for any prior breach or default. This Agreement shall be construed and governed by the laws of the State of Georgia without regard to choice of law or conflict of law provisions that would allow or require the application of the law of another jurisdiction.

15. The receiving Party acknowledges that neither the disclosing Party nor its Representatives makes any representation or warranty as to the quality, accuracy, fitness, reliability, or completeness of any Confidential Information or Trade Secrets. The receiving Party agrees that neither the disclosing Party nor its Representatives shall have any liability to the receiving Party or to any of the receiving Party’s Representatives as a result of the use of such Confidential Information or Trade Secrets by the receiving Party and the receiving Party’s Representatives, it being understood that only those particular representations and warranties that may be made to the receiving Party by the disclosing Party or its Affiliates in a definitive agreement, when, as and if it is executed, and subject to such limitations and restrictions as may be specified in such definitive agreement, shall have any legal effect.

16. Each Party understands and agrees that no failure or delay by another Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.

17. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any executed counterpart transmitted by email or similar transmission by any Party shall be deemed an original and shall be binding upon such Party.

[The remainder of the page left intentionally blank]

IN WITNESS WHEREOF, this Agreement is effective as of the following effective date:

_____.

“AUTHORITY” AND “PARTY”

By: _____

Name: _____

Title: _____

Date: _____

PROVISION FOR NOTICES:

“PARTY”

(legal name)

By:_____

Name:_____

Title:_____

Date: _____

PROVISION FOR NOTICES:

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 TO APPROVE, AUTHORIZE AND/OR DELEGATE THE CITY MANAGER AND/OR HER/HIS DESIGNEE WITH SIGNING AUTHORITY FOR CORRESPONDENCES, FORMS AND/OR REPORTS WITH THE GEORGIA ENVIRONMENTAL PROTECTION DIVISION AND FOR OTHER LAWFUL PURPOSES

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

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

WHEREAS, according to Section 3.10A of the City of South Fulton's Charter, the City has adopted and formed a city council – city manager form of government;

WHEREAS, the City, pursuant to Section 3.10 (c) of its Charter, has established departments, boards and/or agencies that it deems necessary for the proper administration of the affairs of the City;

WHEREAS, the City has established the Department of Public Works;

WHEREAS, the Department of Public Works must periodically provide written and signed reports, forms and/or correspondences to the Georgia Environmental Protection Division regarding the City of South Fulton's MS4 Stormwater Permit;

WHEREAS, the Director of the Department of Public Works and City Manager believe that it would be advantageous and efficient for the City to authorize and delegate the Director of Public Works with non-binding authority to provide such written and signed reports, forms and/or correspondences to the Georgia Environmental Protection Division as necessary and appropriate for carrying out all the powers, duties and responsibilities associated with the Department of Public Works, pursuant to Section 1.12 (19) of the City's Charter, that are similar to, or in substantial form as the one attached hereto this Resolution, as permitted by law;

WHEREAS, the City Council may delegate certain authority to the Department Head that is necessary and appropriate for carrying out the powers, responsibilities and duties of said department that is consistent with Section 1.12 (19) of the City Charter and otherwise permitted by law;

WHEREAS, the proposed and future reports, forms and/or correspondences that are non-binding between the Department of Public Works and Georgia Environmental Protection Division would be consistent with O.C.G.A. § 36-60-13;

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

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES as follows:

Section 1. The City Council hereby approves, authorizes and delegates by and through the City Manager to the Director of the Department of Public Works the authority to submit written and signed reports, forms and/or correspondences to the Georgia Environmental Protection Division that are similar to, or in substantial form as the one that is attached to this Resolution, as permitted by law.

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

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

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

Section 3. The city attorney and 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. 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]

**Delegation of Signing Authority for Correspondence with Georgia Environmental Protection
Division in Performance of the Requirements of the City of South Fulton's MS4 Permit**

Mrs. Lisa Perrett
Environmental Specialist – Stormwater Unit
Georgia Environmental Protection Division - Watershed Protection Branch
2 Martin Luther King, Jr. Drive
Suite 1152, East Tower
Atlanta, Georgia 30334

By means of this letter, I, Mayor Bill Edwards delegate the authority herein described to The City's Public Works Director, Antonio Valenzuela, on the following terms and conditions:

1. Signature and submittal of forms, reports, explanations as required by EPD in the administration of the City of South Fulton's MS4 permit.
2. The authority delegated is not subject to sub-delegation without my prior and express written consent.

Signature, Mayor

Name and Title

Date: _____

Acknowledged and Agreed:

Signature (Delegate)

Name and Title

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/2021		
Requesting Department City Council Districts 2 and 3		Council District(s) Affected Districts 1-7
Requested Action Request Council Approval of a Resolution Establishing Media and Communications Requirements for the City Communications Department		
Requirements for Council Action (City specific Council policy, statute or code requirement)		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The subject legislation seeks to provide clear direction regarding the communications policy for the City of South Fulton. The legislation codifies current practices and requirements of the Communications Department.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) -\$0-		
Financial Impact Statement Received Yes ☒ No ☐ Legislative Process Complete Yes ☒ No ☐		
Department Director Approval _____ _____		Finance Director Approval _____
Assistant City Manager Approval _____	City Attorney Approval VDA _____	City Manager Approval _____

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**
4 _____

5
6 **A RESOLUTION ESTABLISHING MEDIA AND COMMUNICATIONS**
7 **REQUIREMENTS FOR THE CITY COMMUNICATIONS DEPARTMENT AND FOR**
8 **OTHER PURPOSES.**
9

10 **(Sponsored by Mayor Pro Tem Willis and Councilwoman 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**, the City Council is authorized to establish reasonable protocols for its
18 efficient operation;
19

20 **WHEREAS**, the City Council finds effective communication to be an essential
21 element for effective governance;
22

23 **WHEREAS**, the City's Communication Department shall adhere to the regulations
24 set forth below with respect to City communications; and
25

26 **WHEREAS**, this Resolution is in the best interest of the City, its citizens and the
27 efficient operation of the City.
28

29 **THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY**
30 **OF SOUTH FULTON, GEORGIA, AS FOLLOWS:**
31

32 **Section 1. Communications Department Requirements.** The City
33 Communications Department shall adhere to the following requirements:
34

- 35 **1. Press Releases.** The Department shall copy each member of the City Council on
36 all press releases sent to any media outlet.
37
38 **2. Legislative Statements.** Prior to releasing any statement to the media concerning
39 legislation, the Department shall speak with all involved departments and
40 councilpersons who sponsored legislation for quotes and/or clarification.
41
42 **3. Promotional Materials.** All non-political and non-campaign related PSA's, flyers,
43 and promotional materials created by councilpersons relating to legislation, upon
44 request by such Councilperson, shall be shared by the Department on the City's
45 social media sites. The City Manager shall be copied by the Councilperson on such
46 request.

47
48
49 **4. District and Business Events.** The Department shall cover Councilperson
50 district events, upon request by such Councilperson, and new business grand
51 openings.

52
53 **5. Press Conferences.** The Department shall assist Councilpersons, upon request,
54 in organizing press conferences and press releases, to ensure and enhance the
55 most positive image of the City. The City Manager shall be copied by the
56 Councilperson on such request.
57

58
59 *****

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

64 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
65 clause or phrase of this Resolution is severable from every other section, paragraph,
66 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause
67 or phrase of this Resolution is mutually dependent upon any other section, paragraph,
68 sentence, clause or phrase of this Resolution.

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

76 **Section 3.** The City Attorney and City Clerk are authorized to make non-substantive
77 editing and renumbering revisions to this Resolution for proofing, codification, and
78 supplementation purposes. The final version of all resolutions shall be filed with the City
79 Clerk.

80 **Section 4.** The effective date of this Resolution shall be one week from the date of
81 adoption, unless provided otherwise by the City Charter or state and/or federal law.
82
83
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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, Mayor Pro Tem	_____	_____
Catherine Foster Rowell	_____	_____
Helen Zenobia Willis	_____	_____
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 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: January 26, 2021

SUBJECT: [Communications Department Regulations](#)

CONCLUSION

City Council finds effective communication to be an essential element for effective governance. The City's Communication Department shall adhere to the regulations set forth with respect to City communications

BACKGROUND

The City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia. In addition City Council is authorized to establish reasonable protocols for its efficient operation.

FINANCIAL IMPACT

There will be no financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocations.

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

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
DATE: March 23, 2021

SUBJECT: 2021 Budget Amendment

- a) Additional Cares
- b) Georgia Power and Greystone
- c) Sandtown Playground Donation
- d) Camera Proceeds/Bearcat
- e) Franchise Fees
- f) Caduceus
- g) Legal
- h) Finance
- i) City Clerk elections
- j) CDRA Abbott and Animal Control

Overview

Amendments

- A. The first amendment of FY 2021, estimated Cares Revenue in the amount of \$3,951,120. In addition, the City received Cares revenue in the amount of \$185,709 increasing the total amount of Cares revenue to \$4,136,829.
- B. Donations from Georgia Power and Greystone totaled in the amount of \$3,500 with Georgia Power donating \$2,500 and Greystone donating \$1,000. The \$3,500 was appropriated for hospitality expenditures.
- C. The City received a donation to purchase & install playground equipment for Sandtown in the amount \$30,000. The \$30,000 was appropriated for playground equipment expenses.
- D. The City is expected to receive additional revenue from Blueline for street camera revenue in the amount of \$1,360,000. The \$360,000 is being appropriated to purchase the Bearcat.

- E. The city has received unanticipated franchise fee revenue in the amount of \$834,000. See Item (H) for related appropriation.
- F. The \$90,000 was appropriated from contingency reserves to support Caduceus expenses related to COVID-19 expenditures.
- G. The legal budget is being reallocated to accommodate in-house legal staff.

Personnel:	368,942
Professional Fees:	600,000
Operating	50,000
Other Litigation:	581,058
Total Legal:	1,600,000

- H. Finance budget was increased by \$280,000 to pay fees resulting from the revenue enhancement agreement. See Item (E).
- I. City Clerk's budget was increased by \$279,000 for elections cost. Contingency was decreased by \$279,000 for this appropriation.
- J. CDRA's budget was adjusted by \$1,050,000 for Charles Abbott and Animal Control Contracts. Contingency was decreased by \$1,050,000 for this appropriation.

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

**NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON
HEREBY ORDAINS** as follows:

Section 1. Amendment of Budget. The amended Fiscal Year 2021 Budget, attached hereto and incorporated herein as a part of this ordinance, is hereby adopted as the final budget for the City for the Fiscal Year 2021, which begins October 1, 2020 and ends September 30, 2021. A summary is copied below of the Proposed Fiscal Year 2021 budget

**City of South Fulton
Proposed Budget Amendment for
for Fiscal Year 2021
October 1, 2020 to September 30, 2021**

Funds

Revenues:	FY 2021 Adopted	FY 2021 Amendment 2
General Fund	68,858,405	74,852,734
Blighted Properties	0	0
E-911 Fund	0	0
Restricted Grant Fund	667,710	667,710
Hotel/Motel Fund	100,000	100,000
TSPLOST	41,102,899	41,102,899
Capital Grants Fund	893,124	893,124
URA Capital	0	9,870,376
Solid Waste Fund	520,000	520,000
Total Revenues	\$112,142,138	\$128,006,843
Expenditures:		
General Fund	64,958,405	70,952,734
Blighted Properties Fund	200,000	200,000
E- 911 Fund	2,000,000	2,000,000
Restricted Grant Fund	1,533,500	1,533,500
Hotel/Motel Fund	100,000	100,000
TSPLOST	41,102,899	41,102,899
Capital Grants Fund	1,727,334	1,727,334
URA Capital	0	9,870,376
Solid Waste Fund	520,000	520,000
Total Expenses	\$112,142,138	\$128,006,843
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 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

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The foregoing **ORDINANCE No. 2021-xxx** was adopted on _____
was moved for approval by Councilmember _____ and seconded by
Councilmember _____, and being put to a vote, the result was
as follows:

“SECOND READING”

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Mark Baker, Mayor Pro Tem	_____	_____
Catherine Foster Rowell	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Corey Reeves	_____	_____
Khalid Kamau	_____	_____

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/2021		
Requesting Department City Council District 1		Council District(s) Affected Districts 1-7
Requested Action First Reading of An Ordinance Enhancing Operational Efficiency; Amending Section 4.13, City Clerk, of the City of South Fulton Charter		
Requirements for Council Action (City specific Council policy, statute or code requirement) Pursuant to O.C.G.A. § 36-35-3, the City Council may amend the Charter subject to the requirement of two readings of the legislation and advertisement in the legal organ for three consecutive weeks, not to exceed 60 days from the time of the first reading.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) A request has been made to amend the City Charter to re-establish the City Clerk as a direct report to the Mayor and City Council consistent with the reporting structure prior to the June 30, 2020 General Assembly Charter changes. The appointment process and duties for the City Clerk are delineated in the ordinance.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) -\$0-		
Financial Impact Statement Received Yes ☒ No ☐ Legislative Process Complete Yes ☒ No ☐		
Department Director Approval 		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval VDH	City Manager Approval

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**

4
5 **AN ORDINANCE ENHANCING OPERATIONAL EFFICIENCY; AMENDING SECTION**
6 **4.13, CITY CLERK, OF THE CITY OF SOUTH FULTON CHARTER AND FOR OTHER**
7 **LAWFUL PURPOSES**

8
9 **(Sponsored by Councilwoman Rowell)**

10
11 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
12 organized and existing under the laws of the State of Georgia;

13
14 **WHEREAS**, the duly elected governing authority of the City, is the Mayor and
15 Council thereof ("City Council");

16 **WHEREAS**, the City Council is authorized pursuant to O.C.G.A. § 36-35-3 and
17 other applicable laws to amend the City Charter;

18
19 **WHEREAS**, the City Council desires through this Ordinance to amend and
20 address the duties and office of the City Clerk set forth under the City Charter; and

21
22 **WHEREAS**, the City Council finds that this Ordinance is in the best interests of the
23 health and general welfare of the City, its residents and general public.

24
25 **THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS** as
26 follows:

27
28 **Section 1.** The City of South Fulton Charter, Section 4.13, City Clerk, is hereby
29 amended by deleting the same in its entirety and replacing it with a new Section 4.13,
30 City Clerk, which shall read as follows:

31
32 **SEC. 4.13. City clerk.**

33 The mayor shall nominate and the city council shall confirm by a majority vote
34 a city clerk who shall not be a councilmember. The mayor shall provide for the
35 compensation of the city clerk in accordance with the pay and class study approved by
36 city council. The city clerk's office shall serve as the central repository for information
37 regarding all legislative actions of the governing authority, and as the designated
38 custodian and administrator of the city council's legislative actions. The records for all
39 city boards, authorities, commissions, etc., shall be maintained by the office of the city
40 clerk. The city clerk shall be custodian of the official city seal, maintain city council
41 records required by this charter and perform such other duties as may be required by
42 the city council.

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

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

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

Section 3. All Ordinance and Resolutions in conflict herewith are hereby expressly repealed.

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

Section 5. The effective date of this Ordinance shall be as set forth under the City Charter and O.C.G.A. § 36-35-3, unless provided otherwise by applicable local, state and/or federal law.

The foregoing Ordinance No. 2020-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, Mayor Pro Tem
Catherine Foster Rowell
Helen Zenobia Willis
Gertrude Naeema Gilyard
Corey Reeves
khalid kamau
Mark Baker

_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

THIS ORDINANCE so adopted this _____ day of _____ 2020. **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

ODIE DONALD II
CITY MANAGER



FRANK MILAZI
Chief Financial Officer

MEMORANDUM

TO: Corey Adams, Interim City Clerk

FROM: Frank S. Milazi, CFO *FM*

DATE: October 8, 2020

SUBJECT: Charter Amendment (City Clerk Duties)

CONCLUSION

The City of South Fulton Charter, Section 4.13, City Clerk, is hereby amended by deleting the same in its entirety and replacing it with a new Section 4.13, City Clerk.

BACKGROUND

The City Council is authorized pursuant to O.C.G.A. § 36-35-3 and other applicable laws to amend the City Charter. Council desires through Ordinance to amend and address the duties and office of the City Clerk set forth under the City Charter.

FINANCIAL IMPACT

There will be no financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocations.

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/2021		
Requesting Department City Council Districts 3 and 6		Council District(s) Affected Districts 1-7
Requested Action First Reading of Amended Parking Ordinance		
Requirements for Council Action (City specific Council policy, statute or code requirement)		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The subject ordinance seeks to update City parking regulations within the City in protection of City residents, visitors, employees and businesses.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) -\$0-		
Financial Impact Statement Received Yes ☒ No ☐		
Legislative Process Complete Yes ☒ No ☐		
Department Director Approval _____ _____		Finance Director Approval _____
Assistant City Manager Approval _____	City Attorney Approval VDA _____	City Manager Approval _____

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**

ORD2021-####

4
5
6 **AN ORDINANCE AMENDING TITLE 8, TRAFFIC AND VEHICLES, OF THE CITY**
7 **CODE OF ORDINANCES; ENHANCING CITY PARKING REGULATIONS AND FOR**
8 **OTHER LAWFUL PURPOSES**

9 **(Sponsored by Mayor Pro Tem Willis)**

10
11 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
12 organized and existing under the laws of the State of Georgia;

13
14 **WHEREAS**, the duly elected governing authority of the City, is the Mayor and
15 Council thereof ("City Council");

16
17 **WHEREAS**, the City Charter authorizes the City to enact rules and regulations
18 concerning parking within the City;

19 **WHEREAS**, the City Council desires through this Ordinance to update City parking
20 regulations within the City in protection of City residents, visitors, employees and
21 businesses; and

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

24 **THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS** as
25 follows:

26
27 **Section 1.** The City of South Fulton Code of Ordinances, Title 8, Traffic and
28 Vehicles, Chapter 1, In General, is hereby amended by deleting Sec. 8-1017, No parking
29 rules, and replacing it with a new Sec. 8-1017, No parking rules, which shall read as
30 follows:

31
32 **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:

(1) In any intersection;

- (2) In any pedestrian crosswalk;
 - (3) Within 20 feet of any intersection or pedestrian crosswalk;
 - (4) At any place where the parking of the motor vehicle would block the use of a driveway;
 - (5) At any place where the standing, stopping, or parking of a motor vehicle will reduce the usable width of the street, road, alley or walkway to less than 25 feet;
 - (6) Within ten (10) feet of a driveway without the written consent of the owner of the driveway;
 - (7) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic-control signal located at the side of a roadway;
 - (8) Within 20 feet of the driveway entrance to any fire station or on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when properly posted); or
 - (9) At any place where the standing, stopping, or parking of a motor vehicle will reduce the usable width of the street, road, alley or walkway to less than 25 feet;
 - (10) On any city street without valid registration or insurance;
 - (11) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
 - (12) Within 15 feet of a fire hydrant;
 - (13) In the area between roadways of a divided highway, including crossovers;
 - (14) In any manner that creates a traffic hazard;
 - (15) At any place where official signs prohibit parking and/or standing;
- (b) In the case that the police chief or his/her designee causes a sign to be posted at any area where parking is prohibited under the city code or state law, parking shall be prohibited under the following additional conditions except in compliance with the directions of a law enforcement official or a traffic control device:
- (1) Parking of motor vehicles between the hours of 12:00 a.m. and 6:00 a.m.; or
 - (2) At any place where the standing, stopping, or parking of a motor vehicle will reduce the usable width of the street, road, alley or walkway to less than 25 feet.
- (c) Any person violating this section shall be subject to a penalty in the amount of \$25.00, in addition to impound, tow and/or another other remedy allowed by law. Each day in non-compliance shall constitute a separate violation.

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

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

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

Section 3. All Ordinance and Resolutions in conflict herewith are hereby expressly repealed.

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

Section 5. The City Police Chief, and/or his designee, in conjunction with the City Attorney, shall be authorized to make forms for applications and the issuance of permits consistent with the terms of this Ordinance and as permitted by State law.

Section 6. 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.

[Signatures and voting results appear on the following page]

THIS ORDINANCE, so adopted this ____ day of March 2021.

CITY OF SOUTH FULTON, GEORGIA.

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

CORY E. ADAMS, SR. CITY CLERK

APPROVED AS TO FORM:

VINCENT D. 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: January 26, 2021
SUBJECT: Community No Parking Zone Ordinance

CONCLUSION

The City Council finds that it is in the best interest to amend The City of South Fulton's Code of Ordinances, Title 8, Traffic and Vehicles, Chapter 1, in order to create a new Sec. 8-1018, Community no parking zones.

BACKGROUND

The City Charter authorizes the City to enact rules and regulations concerning parking within the City. Council desires through this Ordinance to update City parking regulations within the City in protection of it's residents, visitors, employees and businesses.

FINANCIAL IMPACT

There will be no financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocations.

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/2021		
Requesting Department City Council Districts 2		Council District(s) Affected Districts 1-7
Requested Action First Reading of Parking Ordinance Recognizing City of South Fulton Veterans		
Requirements for Council Action (City specific Council policy, statute or code requirement)		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The subject ordinance seeks to recognize the distinguished and meritorious service of such courageous people by designating parking spaces within the City as veterans parking.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) -\$0-		
Financial Impact Statement Received Yes ☒ No ☐ Legislative Process Complete Yes ☒ No ☐		
Department Director Approval _____ _____		Finance Director Approval _____
Assistant City Manager Approval _____	City Attorney Approval <i>VDH</i> _____	City Manager Approval _____

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

AN ORDINANCE RECOGNIZING VETERANS WITHIN THE CITY OF SOUTH FULTON, ESTABLISHING PREFERENTIAL VETERANS PARKING BY AMENDING TITLE 8, TRAFFIC AND VEHICLES, OF THE CITY CODE OF ORDINANCES AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Councilperson Gumbs)

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, many brave people have served the United States armed forces, with distinction, both in peace time and in war;

WHEREAS, the City has an enduring sense of gratitude to those who have given so much in the defense of the freedoms which we all continue to enjoy;

WHEREAS, the City Council desires through this Ordinance to recognize the distinguished and meritorious service of such courageous people by designating parking spaces within the City as veterans parking; 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 creating a new Sec. 8-1018, Veterans Parking, which shall read as follows:

TITLE 8 – TRAFFIC AND VEHICLES

CHAPTER 1. – IN GENERAL

Sec. 8-1018. – Veterans parking

No owner and/or operator of a vehicle shall park on City property in any space designated as "Veterans Parking Only" unless such person is a veteran. For purposes of this section, the term "veteran" shall mean a member of any branch of the armed forces of the United States, including the national guard and armed forces reserves, who was discharged or

released under conditions other than dishonorable. The penalty for violation of this code section shall be a fifty dollar (\$50) fine.

Section 2. **INSTRUCTION TO CITY MANAGER.** The City Manager shall cause, within ninety (90) days of this Ordinance, for at least once public parking space at City Hall and every City Park to be designated as “Veterans Parking Only” through visible signage placed at the front of the space. The spaces designated for veterans parking under this ordinance shall be adjacent to and/or within close proximity of handicap parking. Such sign shall also include the words “\$50 fine” and reference “COSF Code Sec. 8-1018.”

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.

Section 6. 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, Mayor Pro Tem	_____	_____
Catherine Foster Rowell	_____	_____
Helen Zenobia Willis	_____	_____
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, 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

FROM: Sydnee Heidt

DATE: January 26, 2021

SUBJECT: [Parking Ordinance Recognizing COSF Veterans](#)

CONCLUSION

The City Council finds that it is in the best interest to amend The City of South Fulton's Code of Ordinances, Title 8, Traffic and Vehicles, Chapter 1, in order to create a new Sec. 8-1018, Veterans Parking.

BACKGROUND

The City has an enduring sense of gratitude to those who have given so much in the defense of the freedoms which we all continue to enjoy. With this Ordinance City Council desires to recognize the distinguished and meritorious service of such courageous people by designating parking spaces within the City as veterans parking.

FINANCIAL IMPACT

There will be no financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocations.

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 REZONING APPLICATIONS, SITE PLANS, CONSTRUCTION PERMIT APPLICATIONS FOR; 1) SUBDIVISIONS OR MULTI-FAMILY DEVELOPMENTS CONSISTING OF THREE (3) OR MORE RESIDENTIAL UNITS; 2) INDUSTRIAL USES; AND 3) RESIDENTIAL RENTAL PURPOSES, EXTENDED STAY RESIDENTIAL FACILITIES, NAIL SALONS AND BARBERSHOPS, OR OTHER SIMILAR ACCOMODATIONS AND/OR BUSINESSES LOCATED WITHIN THE CITY OF SOUTH FULTON; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; 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 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); *Kelo 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

WHEREAS, the Mayor and City Council consider this moratorium a proper exercise of their police powers;

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, land disturbance permits, occupation tax certificates, business license applications require an additional review by the City of South Fulton as they relate to buildings intended for single family and multi-family residential subdivisions, industrial facility/use, residential rental purposes, extended stay residential facilities, nail salons and barbershops or other similar businesses, buildings, structures, subdivisions and/or other accommodations;

(b) Substantial disorder, detriment and irreparable harm would result to the citizens, businesses and City of South Fulton if the current land use regulation, business licensing, applications and permitting 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 any additional buildings intended for single family or multi-family residential subdivisions with three (3) or more units, industrial facility/uses, residential rental purposes, extended stay residential facilities, nail salons and barbershops or other similar businesses, buildings, structures, subdivisions and/or other accommodations 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 single family residential subdivisions, residential rental purposes, extended stay residential facilities, nail salons and barbershops or other similar uses or purposes.

(2) The duration of this extended moratorium shall be until the City adopts a revision of the City's Code of Ordinance, review of public safety services, and infrastructure 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 upon approvals or permits previously issued or as to development plans previously approved by the City. 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;

(5) As of the effective date of this resolution, no applications for development, land use permits, occupation tax certificate, business license application 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, business licenses, occupation tax certificate, land disturbance permit 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 Lines to Follow]

THIS RESOLUTION adopted this _____ day of March 2021.

CITY OF SOUTH FULTON, GEORGIA

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

COREY E. ADAMS, SR., CITY CLERK

APPROVED S TO FORM:

VINCENT D. HYMAN, CITY ATTORNEY

City of South Fulton Agenda Item Summary



City Council Meeting Date 3/23/2021		
Requesting Department Police Department	Council District(s) Affected All Districts	
Requested Action Request Approval of recommended changes to False Alarm Ordinance 2019-031.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Chief of Police and staff recommends approval of proposed changes to False Alarm Ordinance 2019-031.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) In preparation for implementation of South Fulton Police False Alarm Reduction Program with CryWolf, some improvements for the ordinance were identified. The proposed amendments are being requested to make corrections, clearly outline alarm user and alarm contractor roles and clarify the verification process. Attached is a quick reference to proposed changes to the ordinance for your review and approval and well as copy of corrected ordinance with additions in yellow and deletions in red.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☒		
Legislative Process Complete Yes ☐ No ☐		
Department Director Approval  Keith Meadows (Feb 16, 2021 11:46 EST)		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval Vincent D. Hyman	City Manager Approval 



INTER-OFFICE MEMORANDUM

DATE: February 11, 2021

TO: Chief Keith Meadows

FROM: Major Tina Johnson *TJB*

Approved ☒	Denied ☐
Signature: <u>Keith Meadows (Feb 11, 2021 20:30 EST)</u>	

SUBJECT: Proposed Amendments to False Alarm Ordinance

While reviewing the false alarm ordinance in preparation for implementation of South Fulton Police False Alarm Reduction Program, some improvements for the ordinance were identified. The proposed amendments are being requested to make corrections and clearly outline alarm user and alarm contractor roles. Below is a quick reference to proposed changes to the ordinance for your review and approval. *See attached corrected ordinance with additions in yellow and deletions in red.*

Ordinance ref page & line number	Change	Reason for Change
Pg 1 line 31	Add Alarm users and alarm contractors	Clarify ordinance applies to both parties
Pg 2 line 50	Add alarm contractors	Clarify ordinance applies to this parties as well
Pg 2 line 84	Add alarm contractors	Clarify ordinance applies to this parties as well
Pg 3 lines 114-115	Add permit year is 12-month period beginning on the day and month on which an alarm permit is issued.	Clarify term permits are valid
Pg 3 lines 126-131	Verification shall be made by means of: 1. Confirmation by the alarm user at the alarm site or via self-monitored audio/visual equipment; 2. Confirmation by a private guard responder at the alarm site; 3. Audible and/or visual evidence provided by a monitored alarm system, provided that such audible or visual evidence shall be made available the Police Department no more than twenty-four (24) hours after the request for and dispatch of the City's public safety department(s).	Clarify definition of what it means to verify an alarm call.
Pg 4 lines 134-136	Add obtains permit, no cost for permits or renewals. Remove wording allowing contractors to register for users.	Clarify user must register & obtain permit; no cost for permits or renewals. Remove wording to ONLY allow users to register themselves to ensure most accurate information is received.
Pg 4 lines 149-150	Add requirement to renew permits annually on anniversary date	Add requirement to renew permits annually on anniversary date
Pg 4 lines 163-165	Add 15-day time frame to update changes to require information for alarms	To provide time frame to update changes to require information for alarms
Pg 4 lines 169-170	Change Register to "Notify" alarm administrator & Add "of the existence of an Alarm System prior to the Alarm System being put into operation.	Clarify alarm contractor is to notify alarm administrator prior to installing alarms.
Pg 5 lines 182 & 189	Remove the word "Attempt"	To eliminate vagueness in responsibility to verify alarm calls prior to request for police services.
Pg 6 line 224	Add "or renew"	Clarify penalty to register or renew
Pg 6 line 229-230	Correct & change second to "third" false alarm as option to use alarm awareness training in lieu of fine. Add option can only be used once annually.	Change from second to third false alarm because there is already no fine for second false alarms

1 STATE OF GEORGIA
2 COUNTY OF FULTON
3 CITY OF SOUTH FULTON

ORD 2019-031

7 AN ORDINANCE BY THE CITY OF SOUTH FULTON, GEORGIA, AMENDING TITLE
8 4, LAW ENFORCEMENT, OF THE CITY CODE OF ORDINANCES, ENACTING
9 REGULATIONS WITH RESPECT TO FALSE ALARMS AND FOR OTHER LAWFUL
10 PURPOSES

11
12 (Sponsored by Councilperson Rowell)

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, a significant burden is placed on state and local law enforcement
20 resources due to responding to false alarm calls;

21
22 WHEREAS, the City finds that excessive false alarms unduly burden the City's
23 law enforcement resources;

24
25 WHEREAS, properly installed, monitored and operated alarm systems are
26 effective tools which can identify criminal offenses in progress, and will lead to a
27 reduction in the incidents of false alarms as well as enhance the safety of responding
28 law enforcement officers;

29
30 WHEREAS, the purpose of this ordinance is to establish reasonable standards
31 for alarm users and alarm contractors, to ensure they ~~that alarm owners~~ are held responsible for
32 the proper operation of their alarm systems; and

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

35
36 NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON
37 HEREBY ORDAINS as follows:

38
39 Section 1. Title 4, Law Enforcement, of the City of South Fulton Code of
40 Ordinances is hereby amended by creating a new Chapter 3, False Alarms, which shall
41 read as follows:

42
43 TITLE 4- LAW ENFORCEMENT

44 Chapter 3 - False Alarms

45 **Sec. 4-3001. - Purpose and intent.**

47
48 Given the undue burden placed on law enforcement providers by excessive false
49 alarms, this article is enacted to establish reasonable expectations for alarm users
50 and alarm contractors regarding the responsible use and operation of alarm systems.
51 The article is not intended to create new or to expand existing legal
52 obligations of the city, including specifically the City of South Fulton Police Department
53 and any of its departments, or to establish a special duty or special relationship between
54 the city and alarm users, persons who own real or personal property where an alarm
55 system is in place, and/or persons who are physically present at or in the
56 vicinity of property monitored by an alarm system.
57

58 **Sec. 4-3002. - Definitions.**

59 The following words, terms and phrases, when used in this article, shall have the
60 meanings ascribed to them in this section, except where the context clearly indicates a
61 different meaning:

62 *Alarm administrator.* The term "alarm administrator" means an employee
63 designated by the city to administer, control and review false alarm reduction efforts and
64 to administer the provisions of this article.

65 *Alarm contractor.* The term "alarm contractor" means an individual, company,
66 and/or other entity engaged in selling, leasing, installing, servicing or monitoring alarm
67 systems for profit; such individual, company, and/or entity shall be licensed in
68 compliance with city, county and state laws.

69 *Alarm permit.* The term "alarm permit" means a registration number issued by the
70 city or its designee allowing the operation of an alarm system.

71 *Alarm signal.* The term "alarm signal" means a detectable signal, audible or visual,
72 generated by an alarm system, to which law enforcement is requested to respond.

73 *Alarm system.* The term "alarm system" means any single device or assembly of
74 equipment and devices, including a local alarm, that is designed to signal the
75 occurrence of an illegal or unauthorized entry or other activity requiring immediate
76 attention and to which law enforcement is requested to respond. Motor vehicle or boat
77 alarms, fire alarms, panic alarms, or alarms designed to elicit a medical response are
78 not considered to be alarm systems under this article.

79 *Alarm user.* The term "alarm user" means any individual, sole proprietorship,
80 partnership, company, corporation, governmental, educational, nonprofit, or any other
81 entity or institution owning, leasing or operating an alarm system, or on whose premises
82 an alarm system is maintained for the protection of such premises.

83 *Alarm user awareness class.* The term "alarm user awareness class" means a class
84 conducted for the purpose of educating alarm contractors and users about the responsible
85 use, operation, and maintenance of alarm systems and the problems created by false
86 alarms.

86 *Automatic dial protection device.* The term "automatic dial protection device" means
87 an automatic dialing device or an automatic telephone dialing alarm system and shall

include any system which, upon being activated, automatically initiates to the emergency communications center a recorded message or code signal indicating a need for law enforcement response.

Cancellation. The term "cancellation" means notice from an alarm contractor (designated by the alarm user) to the emergency communications center to terminate a law enforcement response to an alarm dispatch request under circumstances where there is no situation at the alarm site requiring a law enforcement response.

City of South Fulton Police Department. The term "Police Department" means, for the purposes of this article only, the City of South Fulton Police Department ("SFPD").

Emergency communications center. The term "emergency communications center" means the Fulton County Emergency Communications (911) Center.

False alarm. The term "false alarm" means activating an alarm system for the purpose of summoning law enforcement when no burglary, robbery, trespass, unauthorized entry or other crime dangerous to life or property is being committed or attempted on the premises, unless the request for a law enforcement response is cancelled by the alarm user or his/her agent before law enforcement personnel arrive at the alarm location. The determination of whether or not a false alarm has occurred shall be made by the responding officer.

Local alarm. The term "local alarm" means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and that is not monitored by a remote monitoring facility, whether installed by an alarm contractor or user.

Monitoring services. The term "monitoring services" means an alarm contractor in the business of receiving signals from an alarm system that is responsible to contact the alarm user to verify the nature of the alarm and/or to contact the emergency communication center for a law enforcement response.

Permit year. The term "permit year" means a 12-month period beginning on the day and month on which an alarm permit is issued. ~~the annual period between January 1 and December 31.~~

SIA Control Panel Standard CP-01. The term "SIA Control Panel Standard CP-01" means the American National Standard Institute (ANSI) approved Security Industry Association (SIA) CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce false alarms. Control panels built and tested to this standard by a nationally recognized testing organization are to be marked to state: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction."

Verify. The term "verify" means an action on the part of the entity providing monitoring services, prior to requesting law enforcement dispatch, to determine whether an alarm signal is valid and caused by criminal activity. Verification shall be made by means of:

1. Confirmation by the alarm user at the alarm site or via self-monitored audio/visual equipment;
2. Confirmation by a private guard responder at the alarm site;
3. Audible and/or visual evidence provided by a monitored alarm system, provided that such audible or visual evidence shall be made available the Police Department no more than twenty-four (24) hours after the request for and dispatch of the City's public safety department(s).

132 **Sec. 4-3003. - Alarm registration and permit requirements.**

- 133 (a) *Registration and permit required.* Effective January 1, 2020, no alarm system shall
134 be used unless the alarm user first registers **and obtains a permit** for such alarm system
135 within seven days of its installation with the city or its designee. **There will be no charge**
136 **for the permit or to renew permits annually.** ~~For the purposes of complying with this section, an~~
~~alarm contractor may register an alarm user and thereby obtain the permit for such alarm~~
~~system; provided, however, that~~ The alarm user is ~~shall ultimately remain~~ responsible for alarm
137 registration prior to use of the alarm system. Upon registration, each alarm permit shall be
138 assigned a permit number, ~~. If the permit number is issued directly to the alarm user,~~ the user
139 shall provide the permit number to the alarm contractor to facilitate law enforcement dispatch.
- 140 (b) *Non-transferability; new registration required.* Alarm registration is not
141 transferable. Upon transfer of the possession of premises at which an alarm system
142 is maintained, the new alarm user shall register his or her alarm system within
143 seven days of the acquisition of the property or installation of a new alarm system.
- 144 (c) *Multiple alarm systems.* If an alarm user has one or more alarm systems
145 protecting two or more separate structures with different addresses and/or tenants,
146 a separate permit shall be required for each structure and/or tenant.

147 **Sec. 4-3004. - Duties of the alarm user.**

148 An alarm user shall be required to:

- 149 1) Register **and Renew annually** the alarm system in accordance with the alarm registration
150 and permit requirements under this chapter. **Alarm users shall renew permits annually by the**
151 **anniversary date of initial issued permit.**
- 152 2) Maintain the premises and the alarm system in a manner that will reduce or
153 eliminate false alarms;
- 154 3) Upon obtaining a permit number, provide that number to the alarm contractor;
- 155 4) Respond or cause a representative or other responsible party to respond to the
156 alarm system's location within 30 minutes upon notification from the emergency
157 communications center of the need to deactivate a malfunctioning alarm system;
- 158 5) Ensure that an alarm is not manually activated by the alarm user or any other
159 person for any reason other than an occurrence of an event that the alarm
160 system was intended to report;
- 161 6) Obtain a new permit if there is a change in address or ownership of a business or
162 residence.
- 163 7) Report updated information. When information required on the alarm permit application
164 changes, the alarm user shall provide correct information to the City or designee within
165 **15 days of the change.**

166 **Sec. 4-3005. - Duties of the alarm contractor.**

- 167 (a) An alarm contractor shall be required to:
- 168 1) Obtain and maintain required state and local license(s) and/or permits;
- 169 2) **Notify the** ~~Register with~~ alarm administrator or designee **of the existence of an Alarm**
170 **System prior to the Alarm System being put into operation.** Maintain current contact
information, including user permit numbers, which shall be provided to the emergency

communications center at the time of a request for law enforcement response; and

- 171 3) Upon request, provide to the emergency communications center the name,
172 address, and telephone number of the license holder or a designee, who can
173 be called in an emergency, 24 hours a day and who shall be able to respond
174 to an alarm call, when notified, within 30 minutes.

175 a) For all installations on or after January 1, 2020, an alarm contractor shall use
176 only alarm control panel(s) which meets SIA Control Panel Standard CP-01.

- 177 b) Prior to activation of any alarm system, the alarm contractor must (i) provide
178 verbal and written instructions regarding the proper operation of the alarm
179 system to the alarm user and (ii) provide written information on how to obtain
180 service from the alarm contractor.

181 (d) An alarm contractor performing monitoring services shall:

- 182 1) ~~Attempt to~~ Verify, by calling the alarm site and/or alarm user by telephone, to
183 determine whether an alarm signal is valid before requesting dispatch.
184 Telephone verification shall require, at a minimum, that, if the first attempt fails to
185 reach an alarm user, the alarm contractor must make a second call to a different
186 number in an effort to reach an alarm user who can provide proper identification
187 and assist in determining whether an alarm signal is valid.

188 a. The failure of an alarm contractor, or any person or entity providing similar
189 monitoring services, ~~to attempt~~ to verify the alarm signal will not negate
190 the end user's responsibility for violations of **this chapter** ~~Code section 62-86~~ and
191 any penalty or fine associated therewith.

192 b. Such second call for verification shall not be required in the event of a
193 panic or robbery-in-progress alarm or in cases where a crime-in-progress
194 has been verified by video and/or audible means.

- 195 2) Communicate any specific information that will assist law enforcement response
196 and investigation to the emergency communications center at the time of a
197 request for assistance.

- 198 3) Communicate a cancellation to the emergency communications center
199 immediately upon determining that a response is unnecessary.

200 **Sec. 4-3006. - Prohibited acts.**

201 Effective January 1, 2020, the following acts are prohibited:

- 196 (1) *Failure to register.* Failing to obtain, renew or maintain an alarm permit.
197 (2) *False alarm.* Activating an alarm system for the purpose of summoning law
198 enforcement when no burglary, robbery, trespass, unauthorized entry or other
199 crime dangerous to life or property is being committed or attempted on the
200 premises, unless the request for a law enforcement response is cancelled by the
201 alarm user or his/her agent before law enforcement personnel arrive at the alarm
202 location. The determination of whether or not a false alarm has occurred shall be
203 made by the responding officer.

- (3) Installing, maintaining, or using an audible alarm system which can sound continually for more than ten minutes.
- (4) Installing, maintaining, or using an automatic dial protection device that reports, or causes to be reported, any recorded message to the emergency communications center.

Sec. 4-3007. - Enforcement.

Effective January 1, 2020, enforcement for violations of this article shall be assessed against the alarm user and carried out in accordance with this section.

- a) *Excessive false alarms/failure to register.* Alarm users shall be fined for excessive false alarms and/or failure to register during the permit year in accordance with the following civil fine schedule:

1 st & 2 nd False Alarm	No Fine
3 rd False Alarm	\$100.00
4 th False Alarm	\$150.00
5 th False Alarm	\$200.00
6 th False Alarm	\$250.00
7 th & 8 or More False Alarms	\$500.00

- b) *Civil fines.* All violations will be enforced through the assessment of civil fines in the amounts outlined above in this chapter.

- c) Failure to register **or renew** an alarm will result in a civil penalty of \$100.00.

- d) *Payment of civil fines.* All civil fines shall be paid within 30 days from the date of the invoice.

- e) *Alarm user awareness class in lieu of a fine.* The city may, in its discretion, grant the option of attending an alarm user awareness class, as defined in this chapter, in lieu of paying a fine for the **third second** false alarm. **This option may only be exercised once annually.**

- f) *Limitations on responses for excessive false alarms or nonpayment.* When an alarm user has ten or more false alarms during the permit year or when the alarm user is 60 or more days delinquent on payment of any civil fine, a law enforcement response to the alarm user's permitted location will only be initiated in response to a 911 call to the emergency communications center or upon verification by the alarm contractor or user that the alarm was set off as a result of criminal activity. Routine alarm responses by SFPD will be restored under the following circumstances:

- (1) When a user files an appeal; and

(2) The alarm user who has had ten or more false alarms during the permit year presents satisfactory proof to the alarm administrator that he has taken successful measures to correct the cause of the false alarms; and/or

(3) The city receives full payment from the alarm user who is 60 or more days delinquent on payment of any civil fine.

g) *Nonresponse status after appeal granted.* In the event the appeal is granted and service is restored, an additional false alarm shall cause the service to again enter nonresponse status. Additionally, the false alarm shall be penalized by a civil fine of \$300.00.

h) *Civil violation.* A violation of any of the provisions of this article shall be considered a civil violation and subject to a civil fine.

Sec. 4-3008. - Alarm user awareness class.

The city may create and implement alarm user awareness classes and may request the assistance of alarm contractors to assist in developing and implementing such classes. The classes shall inform alarm users of the problems created by false alarms and instruct alarm users how to help reduce false alarms.

Sec. 4-3009. • Appeals.

(a) *Appeals process.* Assessments of civil penalties and other enforcement decisions made under this article may be appealed by filing a written notice of appeal with the chief of police or designee within ten days after the date of notification of the assessment of civil penalties or other enforcement decisions. The written notice of appeal shall contain the cause for the appeal and any other pertinent information relevant to the case. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalties or other enforcement decisions. The chief of police shall designate a hearing officer to hear the appeal. The hearing officer shall render a decision within five business days and give written notification of his/her decision. The hearing officer's decision may be appealed to the chief of police by filing a written notice of appeal within ten days of the decision of the hearing officer. The chief of police shall have the final decision in this matter.

(b) *Appeal standard.* The hearing officer shall review an appeal from the assessment of civil penalties or other enforcement decisions using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalties or other enforcement decision, the hearing officer shall have the discretion to dismiss or reduce civil penalties or reverse any other enforcement decision where warranted.

Sec. 4-30010. • Confidentiality.

In the interest of public safety, all information contained in and gathered through the alarm registration applications, "no response" records, applications for appeals and any other alarm records shall be held in strict confidence by all employees and/or representatives of the city. Because all alarm registration information is considered

sensitive public safety information, the same shall not be available to the public, unless otherwise required by law.

Sec. 4-30011. - Immunity.

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By registering an alarm system, the alarm user acknowledges that the response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

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

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

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

Section 3. All Ordinance and Resolutions in conflict herewith are hereby expressly repealed.

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

Section 5. The effective date of this Ordinance shall be on the date as set forth under Sec. 3.21 of the City Charter unless provided otherwise by applicable local, state and/o r federal law.

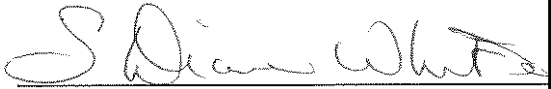
THIS ORDINANCE so adopted this 12th day of November 2019.

CITY OF SOUTH FULTON, GEORGIA



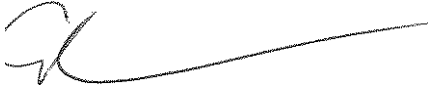
WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



S. DIANE WHITE, CITY CLERK

APPROVED AS TO FORM:



EMILIA C. WALKER, CITY ATTORNEY



The foregoing Ordinance No. 2019-031 was moved for approval by Councilmember Rowell . The motion was seconded by Councilmember Gilyard , and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Mark Baker, Mayor Pro Tern	x	_____
Catherine Foster Rowell	x	_____
Carmalitha Lizandra Gumbs	x	_____
Helen Zenobia Willis	x	_____
Gertrude Naeema Gilyard	x	_____
Rosie Jackson	_____	x_____
khalid kamau	_____x_____	_____

**AN ORDINANCE AMENDING TITLE 2, TAXATION, AND CHAPTERS 2 THROUGH 5
BEGINNING WITH AD VALOREM TAXES AND ENDING WITH BUSINESS AND
OCCUPATION TAXES OF THE CITY CODE OR ORDINANCES REGARDING THE
PROCEDURES FOR DENIAL, SUSPENSION OR REVOCATION OF OCCUPATION
TAX CERTIFICATES AND FOR OTHER LAWFUL PURPOSES**

(Sponsored by Mayor Pro Tem Helen Z. Willis)

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

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

WHEREAS, the City shall have all powers possible for a City to have under the present or future Constitution and laws of this state as fully and completely as though they were specifically enumerated in the City's Charter - § 1.12 (a);

WHEREAS, the City shall have the power to levy and collect such other taxes as may be allowed now or in the future by law - § 1.12 (b)(41);

WHEREAS, according to Section 3.16 (a) and (b), the mayor or councilmembers may propose a new or amended ordinance;

WHEREAS, the City Council desires through this Ordinance to clarify, designate and/or change the roles and/or responsibilities as it to the procedure for denial, suspension or revocation of occupation tax certificates;

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 2, Taxation, and Chapters 2 through 5 beginning with Ad Valorem Taxes and ending with Business and Occupation Taxes is hereby revised to read as follows:

Title 2 - TAXATION

CHAPTER 2 – AD VALOREM TAXES

Sec. 2-1001. - Revenue administration policy.

- (a) The city will strive to maintain a diversified and stable revenue stream to protect against short term fluctuations in any single revenue source.
- (b) The city will estimate its revenues by an objective analytical process in a prudent manner.
- (c) The city will follow a policy of paying for services with user charges where practical to reduce the reliance on taxes and other general revenue sources.
- (d) The city will seek public and private grants, contracts and other outside sources of revenues for funding projects where appropriate.
- (e) The city will establish the levels of all user charges based on an analysis of the cost of providing the service(s). User charges will be evaluated periodically.
- (f) The city shall set fees for each enterprise and internal service fund at a level that fully supports the total direct and indirect cost of the fund. The city shall not set user fees for its enterprise funds which result in extra income to be used to subsidize the services of any governmental fund.

(Ord. No. 2017-007, § 1(Ch. 1), 6-20-2017; Ord. No. 2017-021, § 5(2-1001), 9-13-2017)

CHAPTER 2. - AD VALOREM TAXES

Sec. 2-2001. - Annually set.

- (a) On or before June 30 of each year, the city council shall set the millage rate and ad valorem taxes for all real property within the city for ad valorem purposes.
- (b) The millage rate shall be 11.579 unless or until another rate is adopted by the city council.

(Ord. No. 2017-007, § 1(2-2001), 6-20-2017)

Sec. 2-2002. - Due date.

The ad valorem taxes due the city shall become due and payable between July 1 and October 15 of each year, any said taxes not paid in full by the last day specified shall, notwithstanding any existing law, be in default, and shall bear interest and penalties, now or hereafter, as provided by law for taxes which are delinquent or in default, and executions issued therefor, after December 31 of the year in which such taxes become delinquent.

(Ord. No. 2017-007, § 1(2-2003), 6-20-2017)

Sec. 2-2003. - Fines for delinquent payment.

Any person failing to return his real property, for tax purposes, on or before April 1 of each year is assessed a penalty of ten percent of the amount of taxes due the city. Said penalty is in addition to the amount of ad valorem taxes due the city and also in addition to any costs and interest and interest permitted by law. Partial payments shall not be accepted.

(Ord. No. 2017-007, § 1(2-2003), 6-20-2017)

Sec. 2-2004. - Collection of delinquent taxes.

- (a) The duty to collect by levy and sale, or otherwise, for delinquent taxes is hereby imposed upon the finance director as the city tax collector or his designee as issuing officer, and the county sheriff as execution officer. All levies of execution for delinquent taxes are in the name of the city. This duty may be contracted, by the city council, to a third party.
- (b) It is the duty of the city tax collector or his designee to comply with all provisions of state law applicable to the provision for issuing, sale and transfer of tax executions and laws governing judicial sales and to:
 - (1) Keep a file of all newspapers in which an official advertisement appears;
 - (2) Keep an execution docket in which is entered a full description of all executions;
 - (3) Maintain a book of all sales;
 - (4) Maintain an index to the sales and executions.
- (c) The city tax collector shall sign all levies, notices, advertisements, and the like in his name for the city.
- (d) Execution in the name of the city for delinquent ad valorem taxes are directed and delivered to the county sheriff, who shall enter the execution upon the docket to be kept in his office and he shall proceed to enforce the collection of the execution in the manner prescribed by law.
- (e) The city tax collector will issue all fieri facias (fi. fas.) for delinquent taxes and the county sheriff shall execute such fi. fas. Under the same procedures provided by law governing execution of such process from the superior court, or by the use of any other available legal process and remedies.

(Ord. No. 2017-007, § 1(2-2004), 6-20-2017)

Sec. 2-2005. - Assessment of property.

- (a) The Fulton County Board of Tax Assessors is hereby designated to have the responsibility for assessment and valuation of property within the city limits. The city council shall adopt the assessment and valuations made by the Fulton County Board of Tax Assessors for all property located within the city limits as may be established from year to year by the Fulton County Board of Tax Assessors.

- (b) The city council does authorize the Tax Commissioner of Fulton County to make such adjustments in the collection of individual items of tax, and to make such refunds as may be proper and necessary, by addition to or deducting from the distribution due the city at the next period of accounting, along with stated explanation of the correction.

(Ord. No. 2017-007, § 1(2-2005), 6-20-2017)

CHAPTER 3. - HOTEL AND MOTEL TAXES

Sec. 2-3001. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Guestroom means a room, lodging, or accommodation occupied or intended for occupancy by one or more occupants but does not mean a meeting room that is intended, designed, or used for meetings.

Hotel means a structure or any portion of a structure, including, but not limited to, rooming or lodging houses, inns, motels, motor hotels and courts, hotels, cabins, public or private clubs, and tourist camps, which contain guestrooms which are regularly furnished for value to the public.

Occupancy means the use or possession or the right to the use or possession of any guestroom in a hotel or the right to the use or possession of the furnishing of services or accommodations that accompany the use or possession of a guestroom in a hotel.

Occupant means any person who, for a consideration, uses or possesses or has the right to use or possess a guestroom in a hotel under any lease, concession, contract, permit, right of access, license, or other agreement.

Operator means any person operating a hotel in the city, including the owner, proprietor, lessee, sublessee, licensee, or other entity operating the premises.

Rent means the consideration received for the occupancy of a guestroom in a hotel whether received in money, property, services, or credits.

Tax means the tax imposed by this chapter.

(Ord. No. 2017-007, § 1(2-3001), 6-20-2017)

Sec. 2-3002. - Tax imposed; exceptions.

- (a) Pursuant to O.C.G.A. § 48-13-51, there is imposed, assessed, and levied, and there is paid an excise tax of eight percent of the rent for every occupancy of a guestroom in a hotel in the city.
- (b) The tax imposed by this chapter shall not apply to charges or transactions excluded or exempted from the tax by state law.

- (c) Operators collecting the hotel-motel tax imposed by this chapter shall be allowed a reimbursement, in the form of a deduction, for collecting, submitting, reporting, and paying the amount due. The rate of the deduction shall be three percent of the amount due, but only if the amount due is not delinquent at the time of payment.

(Ord. No. 2017-007, § 1(2-3002), 6-20-2017; Ord. No. 2018-039, § 1, 9-24-2018; Ord. No. 2019-017, § 1, 7-9-2019)

Sec. 2-3003. - Operator registration; certificate of authority.

- (a) Every person engaged in or about to engage in the operating as an operator of a hotel in the city shall register at city hall on a form provided by the city. The failure to register shall not relieve any person from the obligation of payment or collection of the tax.
- (b) The registration shall set forth the name under which the person transacts business or intends to transact business, the location of his place or places or business, and other information that would facilitate the collection of the tax as the city may require. The registration is signed by the owner if a natural person; in case of ownership by an association or partnership, by a member or a partner; in the case of ownership by a corporation, by an executive officer or some person specifically authorized by the corporation to sign the registration.
- (c) The city shall, after the registration, issue without charge a certificate of authority to each operator to collect the tax from the occupant. A separate registration is required for each place of business of an operator. Each certificate shall state the name and location of the business to which it is applicable and is prominently displayed therein so as to be seen and to come readily to the notice of all occupants and persons seeking occupancy.
- (d) The certificates are non-assignable and nontransferable and are returned immediately to the city manager or his or her designee, upon the cessation of business at the location named or upon the sale or transfer of the business at that location.

(Ord. No. 2017-007, § 1(2-3003), 6-20-2017)

Sec. 2-3004. - Delinquent penalty.

Any operator who fails to pay the tax to the city on or before the due date shall pay a penalty of ten percent of the tax not paid plus interest on the unpaid tax at the rate of one percent per month.

(Ord. No. 2017-007, § 1(2-3004), 6-20-2017)

Sec. 2-3005. - Enforcement and administration.

- (a) The city finance officer, acting as the city tax collector, shall administer and enforce the provisions of this chapter.
- (b) The city tax collector, in conjunction with the city manager, shall have the power and authority to make reasonable rules and regulations not inconsistent with this chapter or other laws or ordinances for the administration and enforcement of the provisions of this chapter and the collection of the tax.
- (c) Every operator renting guestrooms in a hotel in the city shall keep such records, receipts, invoices, and other pertinent papers in such form as the city manager or his designee, may require.
- (d) The city tax collector or any person authorized in writing by the city manager may examine the books, papers, records, financial reports, and facilities of any operator renting guestrooms and any operator liable for the tax in order to verify the accuracy of and return made or to ascertain and determine the amount of tax which should be paid.
- (e) In administering this chapter, the city tax collector may require the filing by operators of reports relating to the rental of guestrooms.
- (f) If the city tax collector is not satisfied with the return of the tax or the amount of the tax required to be paid to the city by any person under this chapter, the finance director may compute and determine the amount required to be paid upon the basis of any information within the finance director's possession or that may come into the finance director's possession. One or more deficiency determinations may be made of the amount due for one or more monthly periods.
 - (1) *Amount.* The amount of the determination, exclusive of penalties, shall bear interest at the rate of one percent per month or any fraction of a month from the 20th day after the close of the monthly period for which the amount or any portion thereof should have been returned until the date of payment.
 - (2) *Overpayments.* In making a determination, the finance director may offset overpayments for a period against underpayments for another period against penalties and against the interest on underpayments.
 - (3) *Penalties.*
 - a. If any part of the deficiency for which a deficiency determination has been made is due to negligence or disregard of rules and regulations, a penalty of 15 percent of the amount of the deficiency shall be added thereto.
 - b. If any part of the deficiency for which a deficiency determination is made is due to fraud or an intent to evade any section of this chapter or other authorized rules and regulations, a penalty of 25 percent of the deficiency shall be added thereto.
 - (4) *Notice.*
 - a. The finance director or his or her designee shall give to the operator written notice of the finance director's determination.

- b. The notice may be served personally or by mail; if by mail the service shall be addressed to the operator at the operator's address as it appears in the records of the city treasurer. For service by mail of any notice required by this chapter, the service is complete at the time of deposit in the United States post office.

- (5) *Limitations.* Time limit for mailing notice of deficiency determination. Except for fraud, intent to evade this chapter or authorized rules or regulations or failure to make a return, every notice of a deficiency determination shall be mailed within three years after the 20th day of the calendar month following the monthly period for which the amount is proposed to be determined or within three years after the return is filed, whichever period should last expire.

(Ord. No. 2017-007, § 1(2-3005), 6-20-2017)

Sec. 2-3006. - Penalties.

Any operator or person who violates any provision of this chapter shall be guilty of a misdemeanor.

(Ord. No. 2017-007, § 1(2-3006), 6-20-2017)

Sec. 2-3007. - Exceptions.

No tax pursuant to this chapter shall be imposed upon the following:

- (a) Permanent residents.
- (b) Georgia state or local government officials or employees while traveling on official business and using guest rooms furnished for a period of one or more days.
- (c) Persons who certify they are staying in a guest room as a result of the destruction of their home or residence by fire or other casualty.
- (d) Persons using meeting rooms and other such facilities, or any rooms, lodgings, or accommodations provided without charge.

(Ord. No. 2017-007, § 1(2-3007), 6-20-2017)

CHAPTER 4. - RENTAL MOTOR VEHICLE EXCISE TAX

Sec. 2-4001. - Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Rental charge means the total value received by a rental motor vehicle concern for the rental or lease for 31 or fewer consecutive days of a rental motor vehicle, including

the total cash and nonmonetary consideration for the rental or lease including, but not limited to, charges based on time or mileage and charges for insurance coverage or collision damage waiver but excluding all charges for motor fuel taxes or sales taxes.

Rental motor vehicle means a motor vehicle designed to carry ten or fewer passengers and used primarily for the transportation of persons that is rented or leased without a driver regardless of whether such vehicle is licensed in this state.

Rental motor vehicle concern means a person or legal entity which owns or leases five or more rental motor vehicles and which regularly rents or leases such vehicles to the public for value.

(Ord. No. 2017-007, § 1(2-4001), 6-20-2017)

Sec. 2-4002. - Authority and administration.

- (a) *Administration and enforcement.* The finance officer shall administer and enforce this chapter for the levy and collection of the tax.
- (b) *Rules and regulations.* The finance officer shall have the power and authority to make and publish reasonable rules and regulations not inconsistent with this chapter, or other laws of the city and the State of Georgia, or the Constitution of the State of Georgia or the United States for the administration and enforcement of this chapter and the collection of the tax under this chapter.
- (c) *Records required.* Every rental motor vehicle concern subject to this chapter shall keep such records, receipts, invoices and other pertinent papers in such form as the finance officer may require. Such records shall include, but not be limited to, rental charges for rental motor vehicles and taxes collected which are related thereto. Said record is open for inspection and copying by the city manager, or his designee, during business hours.

(Ord. No. 2017-007, § 1(2-4002), 6-20-2017)

Sec. 2-4003. - Excise tax levied; exceptions.

- (a) There is hereby assessed and levied an excise tax upon each rental charge collected by any rental motor vehicle concern when such charge constitutes a taxable event for the purposes of the sales and use tax as provided for under O.C.G.A. title 48, ch. 8, art. 1 (O.C.G.A. § 48-8-1 et seq.), on any motor vehicle rental charge made in the city. The tax levied pursuant to this chapter is in the amount of three percent of the rental charge.
- (b) The council declares that the proceeds received from the excise tax levied by this chapter are to be expedited for use in public safety facilities, including pedestrian sidewalks, installation of traffic lights, street lighting for public safety purposes, and for the maintenance of such systems of traffic lights and streetlights within the territorial city limits. Proceeds received from the excise tax imposed by this chapter

may also be used for promoting industry, trade, commerce, and tourism, for the provision of convention, trade, sports, and recreational facilities.

- (c) The excise tax imposed by this chapter shall not apply to the rental charge associated with the rental or lease of a rental motor vehicle if either:
 - (1) The customer picks up the rental motor vehicle outside the State of Georgia and returns it within the State of Georgia; or
 - (2) The customer picks up the rental motor vehicle in the State of Georgia and returns it outside the State of Georgia.

(Ord. No. 2017-007, § 1(2-4003), 6-20-2017)

Sec. 2-4004. - Collection fees.

Each person collecting the excise tax authorized by this chapter shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting, and paying the amount due if the amount due is not delinquent at the time of payment. The rate of deduction shall be three percent of the amount due but only if the amount due was not delinquent at the time of payment.

(Ord. No. 2017-007, § 1(2-4004), 6-20-2017)

Sec. 2-4005. - Statements required.

- (a) On or before the 20th day of each month, the motor vehicle concern liable for the tax provided for herein shall transmit to the city a statement showing the gross rental charges and gross taxes collected by authority of this chapter for each preceding calendar month. Along with said statement, the motor vehicle concern shall submit the net taxes due for each particular month.
- (b) Failure to remit taxes by the due date shall subject the rental motor vehicle concern to a penalty of five percent of the tax then due and in addition to such penalty, interest thereon the unpaid principal amount due, computed at the rate of one percent per month.

(Ord. No. 2017-007, § 1(2-4005), 6-20-2017)

Sec. 2-4006. - Deficiency determinations.

- (a) *Determination.* If it appears that a return for excise tax or the amount of tax remitted is inaccurate or incomplete, the finance director or his or her designee may compute and determine the amount required to be paid based on any information within his or her possession or that may come into his possession. One deficiency determination may be made for the amount due for one or more monthly periods.
- (b) *Interest.* The amount of the determination made by the finance director or his or her designee shall bear interest at the rate of one percent per month or fraction thereof from the due date of the taxes found due by him or her.

(c) *Notice.*

- (1) The finance director or his or her designee shall give to the rental vehicle concern a written notice of any such determination. The notice may be made personally or by mail and if by mail the service is addressed to the operator or the of the rental motor vehicle concern at the address as the same appears in the records of the city manager or designee as provided to him by each rental motor vehicle concern.
 - (2) Service is complete when delivered by certified mail with a receipt signed by an addressee or agent addressee.
- (d) *Limitations.* Except in cases of failure to make a return, every notice of a deficiency determination shall be mailed within three years after the 20th day of the calendar month following the period in which the amount proposed to be determined or within three years after the return was filed, whichever period shall expire last.

(Ord. No. 2017-007, § 1(2-4006), 6-20-2017)

Sec. 2-4007. - Withholding tax on sale of business.

- (a) If any rental motor vehicle concern liable for any amount under this chapter transfers or sells its business or quits the business, its successors or assigns shall withhold sufficient amounts from the purchase price to cover the amount required to be paid pursuant to this chapter until the former owner or operator of the rental motor vehicle concern produces a receipt from the city manager or designee showing that the indebtedness has been paid or a certificate stating that no amount is due.
- (b) If the purchaser of a business or rental motor vehicle concern fails to withhold from the purchase price as required herein, such purchaser is personally liable for the payment of the amount of the outstanding tax required to be withheld by him to the extent of such purchase price.

(Ord. No. 2017-007, § 1(2-4007), 6-20-2017)

Sec. 2-4008. - Penalty; expiration of tax.

- (a) In addition to the interest charges and delinquent penalties specified in this chapter any person violating any provision of this chapter shall be deemed guilty of a violation of this Code, which shall be punishable as a misdemeanor.
- (b) The tax levied by this chapter is effective on January 1, 2006, and shall continue until its permissible existence shall expire as provided by law.

(Ord. No. 2017-007, § 1(2-4008), 6-20-2017)

CHAPTER 5. - BUSINESS AND OCCUPATION TAXES^{[\[1\]](#)}

Footnotes:

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Editor's note— Ord. No. 2020-021, § 1, adopted Aug 25, 2020, repealed the former Ch. 5, §§ 2-5001—2-5010, and enacted a new Ch. 5 as set out herein. The former Ch. 5 pertained to similar subject matter and derived from Ord. No. 2017-008, § 1(2-5001—2-5011), 6-27-2017; Ord. No. 2020-004, § 1, 2-11-2020.

Sec. 2-5001. - Definitions

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrative fee means a component of an occupation tax that approximates the reasonable cost of handling and processing the occupation tax.

Employee means an individual whose work is performed under the direction and supervision of the employer and whose employer withholds FICA, federal income tax, or state income tax from such individual's compensation or whose employer issues to such individual for purposes of documenting compensation a form W-2, but not a form I.R.S. 1099. An individual who performs work under the direction and supervision of one business or practitioner in accordance with the terms of a contract or agreement with another business that recruits such individual is an employee of the business or practitioner that issues to such individual for purposes of documenting compensation a form I.R.S. W-2.

Finance director means the city finance director and/or such person's designee.

Gross receipts.

(1) The term "gross receipts" means total revenue of the business or practitioner for the period, including, without being limited to, the following:

- a. Total income without deduction for the cost of goods sold or expenses incurred;
- b. Gain from trading in stocks, bonds, capital assets, or instruments of indebtedness;
- c. Proceeds from commissions on the sale of property, goods, or services;
- d. Proceeds from fees charged for services rendered; and
- e. Proceeds from rent, interest, royalty, or dividend income.

(2) The term "gross receipts" shall not include the following:

- a. Sales, use, or excise taxes;
- b. Sales returns, allowances, and discounts;
- c. Interorganizational sales or transfers between or among the units of a parent-subsidary controlled group of corporations, as defined by 26 USC

1563(a)(1), between or among the units of a brother-sister controlled group of corporations, as defined by 26 USC 1563(a)(2), between or among a parent corporation, wholly owned subsidiaries of such parent corporation, and any corporation in which such parent corporation or one or more of its wholly owned subsidiaries owns stock possessing at least 30 percent of the total value of shares of all classes of stock of such partially owned corporation, or between or among wholly owned partnerships or other wholly owned entities;

- d. Payments made to a subcontractor or an independent agent for services that contributed to the gross receipts in issue;
- e. Governmental and foundation grants, charitable contributions or the interest income derived from such funds, received by a nonprofit organization which employs salaried practitioners otherwise covered by this chapter, if such funds constitute 80 percent or more of the organization's receipts; and
- f. Proceeds from sales of goods or services that are delivered to or received by customers who are outside the state at the time of delivery or receipt.

License means a permit or certificate issued by the city that allows an entity to operate lawfully in the city. A license does not create any rights to operate in violation of any provision of this Code, and it may be revoked by the city council at any time. This definition applies to any license issued pursuant to this chapter.

Location or office includes any structure or vehicle where a business, profession, or occupation is conducted, but shall not include a temporary or construction work site which serves a single customer or project or a vehicle used for sales or delivery by a business or practitioner of a profession or occupation which has a location or office. The renter's or lessee's location that is the site of personal property that is rented or leased from another does not constitute a location or office for the personal property's owner, lessor, or the agent of the owner or lessor. The site of real property which is rented or leased to another does not constitute a location or office for the real property's owner, lessor, or the agent of the owner or lessor unless the real property's owner, lessor, or the agent of the owner or lessor, in addition to showing the property to prospective lessees or tenants and performing maintenance or repair of the property, otherwise conducts the business of renting or leasing the real property at such site or otherwise conducts any other business, profession, or occupation at such site.

Occupation tax means a tax levied on persons, partnerships, corporations, or other entities for engaging in an occupation, profession, or business.

Occupation tax certificate or *certificate* means a document issued by the city after the registration of a business and the full payment of any required occupation tax. A certificate does not create any rights to operate in violation of any provision of this Code and it may be denied, suspended, or revoked by the city at any time pursuant to the procedures set forth herein.

Practitioner of professions and occupants shall not include a practitioner who is an employee of a business if the business pays an occupation tax.

Regulatory fees means payments, whether designated as license fees, permit fees, or by another name, which are required by city as an exercise of its municipal power and as a part of or as an aid to regulation of an occupation, profession, or business. The amount of a regulatory fee shall approximate the reasonable cost of the actual regulatory activity performed by the city. A regulatory fee does not include an administrative or registration fee. Regulatory fees do not include development impact fees as defined by O.C.G.A. § 36-71-2(8) or other costs or conditions of zoning or land development.

Registration means the application form with information about a business or the act of completing the form. As a matter of administrative convenience, registration forms may also be used for the purpose of compiling such information as deemed necessary to confirm that the type of business to be operated is permitted by the city's zoning ordinance at the location where the business is to be conducted, or any other applicable provision of the city code.

Return means all documents or forms filed with the payment of an occupation tax and/or those documents or forms, which are used to determine any underpayment or overpayment on taxes paid in any previous year.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5002. - Occupation certificate required.

- (a) All persons, firms, companies, or corporations, including limited liability companies and professional corporations, now or hereafter operating a business in the city, are hereby required to register their business or office, obtain an occupation tax certificate for their business or office, and pay the amount now or hereafter fixed as taxes and fees thereon. The owners of multifamily rental dwellings or multifamily rental units within the city that receive income for use of four or more such dwellings or units and meet the requirements of O.C.G.A. § 48-13-5 for having a location or office within the city are subject to an occupation tax as provided in this chapter. For the initial year of construction, this section shall not apply to new construction or rehabilitation of a multifamily rental dwelling provided proper permits are obtained from the city.
- (b) The occupation tax certificate shall serve as a business license. Additional business licenses may be required as established in this chapter.
- (c) Stock or manufacturing companies or other companies, subsidiaries, agencies, district offices, branch offices, corporations or individuals, having either their business proper or their general branch offices located within the city, and either represented by the officers of the company, or any agent, for the purpose of soliciting patronage for the same, or for the transaction of any business pertaining thereto, is required to obtain an occupation tax certificate.
- (d) All licenses granted under this chapter shall expire on April 1 of each year. Licensees are required to make a new application in each year. Such application is treated as an initial application and the applicant is required to comply with all rules and regulations for the granting of licenses as if no previous license had been held.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5003. - Fee; basis.

- (a) Except as otherwise provided in this chapter, every business and practitioner subject to this chapter shall pay a tax based on the gross receipts of such business (the "occupation tax").
- (b) The gross receipts tax shall include a flat rate of \$50.00 for the first \$20,000.00 of gross revenue, and \$13.00 per employee. Gross revenues above \$20,000.00 are taxed using a fee class table based on profitability. The fee class table ranges from \$0.50 to \$2.20 per \$1,000.00 of gross revenue based on the NAICS code of the business.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5004. - Application for certificate.

- (a) It shall be the duty of each person, firm or corporation subject to this chapter to file with the department of finance on or before March 31 of each calendar year an application for registration under this chapter setting forth all activities of each business, its Standard Industrial Classification Code and/or its North American Industry Classification System Code, its estimated gross receipts for the calendar year of the registration, computation of the amount of tax due including the administrative fee and per employee tax, a copy of the profit and loss statement, a copy of its Georgia income tax return, and such other information as may be required by the director of finance to properly administer this chapter, which may include all or any of the information specified in this chapter. Any new business or practitioner shall apply and register for a new certificate within 30 days after the commencement of business.
- (b) For businesses or practitioners with more than one type of service or product, including businesses or practitioners listed under and subject to O.C.G.A. § 48-13-16, the entire gross receipts shall be classified according to the dominant service or product based upon the information provided under subsection (a) of this section.
- (c) For each business or practitioner with a location or office situated in more than one jurisdiction, including businesses or practitioners with one or more locations or offices in Georgia and one or more locations outside the state, the city shall allocate the gross receipts as follows for occupation tax purposes in accordance with the following:
 - (1) Where the business or practitioner can reasonably allocate the dollar amount of gross receipts of the business or practitioner to one or more of the locations or offices on the basis of product manufactured in that location or office or the sales or other services provided in that location or office, the county shall tax the gross receipts generated by the location or office within the city; or

- (2) Where the business or practitioner cannot reasonably allocate the dollar amount of gross receipts among multiple locations or offices, the business or practitioner shall divide the gross receipts reported to all local governments in this state by the number of locations or offices of the business or practitioner which contributed to the gross receipts reported to any local government in this state, and shall allocate an equal percentage of such gross receipts of the business or practitioner to each location or office.
 - (3) In no instance shall the sum of the portions of the total gross receipts of a business or practitioner taxed by all local governments exceed 100 percent of the total gross receipts of the business or practitioner.
 - (4) In the event of a dispute between the business or practitioner and the city as to the allocation under this section, the business or practitioner shall have the burden of proof as to the reasonableness of the allocation.
 - (5) Upon request, businesses or practitioners with a location or office situated in more than one jurisdiction shall provide to the city the following:
 - a. Financial information necessary to allocate the gross receipts of the business or practitioner; and
 - b. Information relating to the allocation of the business's or practitioner's gross receipts by other local governments.
 - (6) When the city levies an occupation tax on a business or practitioner which has locations encompassed by other jurisdictions and the other jurisdictions use different criteria for taxation, the city shall not tax any greater proportion of the gross receipts than authorized by law.
- (d) This chapter applies to each business and practitioner with no location or office within the State of Georgia, which:
- (1) Has one or more employees or agents who exert substantial efforts within the city for the purpose of soliciting business or serving customers or clients; or
 - (2) Owns personal or real property which generates income, and which is located in the city. Gross receipts of such business or practitioner for purposes of this section shall include only those gross receipts reasonably attributable to sales or services in the State of Georgia. If such business or practitioner provides to the director of finance proof of payment of a local business or occupation tax in another state which purports to tax the business's or practitioner's sales or services in the State of Georgia, the business or practitioner shall be exempt from this chapter.
- (e) Real estate brokers transacting business within the city are subject to this chapter. Real estate brokers shall be liable for tax only on gross receipts arising from transactions involving real estate located within the city. Real estate brokers shall be liable for such taxes without regard to their having a location or office in the city.
- (f) The provisions of this section may be amended from time to time by resolution of the board of commissioners for the purpose of providing for exceptions to business and occupation taxes as provided under O.C.G.A. § 48-13-10(f).

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5005. - Payment of fees; penalties; refunds.

- (a) Following the filing of the application as required under this chapter, each business or professional practitioner subject to this chapter shall remit payment in full for all taxes and fees due not later than March 31 of the year in which the application is filed. Each person, firm or corporation operating under various trade names must secure a separate occupation tax certificate for each trade name issued. In addition, a separate occupation tax certificate must be secured for each business location. If the business or practice was not in operation on January 1, the occupation tax with its associated administrative fees shall be due and payable 30 days following the commencement of business operations or activities.
- (1) The finance director or his designee shall assess penalties in the amount of the percent of the amount owed for each calendar year or portion thereof for:
 - a. Failure to pay occupation taxes and administrative fees when due;
 - b. Failure to file an application by March 31 of any calendar year, when the business or practitioner was in operation on January 1 or such calendar year; and/or
 - c. Failure to register and obtain an occupation tax certificate within 30 days of the commencement of a new business.
 - (2) Delinquent taxes and fees are subject to interest at a rate of one and one-half percent per month. Payments required by this chapter may be collected in any suit at law or in equity, or the city may cause executions to issue against the person, firm, or corporation liable for the payment. Executions may be levied and sold together with all costs thereof, by the city.
 - (3) Any person whose duty it is to register any business or practice and obtain any occupation tax certificate required under this chapter and falls to do so, or who fails to pay the occupation tax or administrative fee required by this chapter, or who makes any deliberate or substantial and material false statement on an application or provides materially false information in support of an application, shall be denied an occupation tax certificate, shall be required to surrender any existing such occupation tax certificate and shall be deemed to have no such occupation tax certificate for purposes hereof, and shall be subject to a civil fine as provided by applicable local, state or federal law.
- (b) Certificate applicants for trade names and for separate business locations shall pay the nonrefundable administrative fee imposed hereby, in addition to the tax imposed by this chapter. In the event a business ceases to operate after the issuance of an occupation tax certificate, no refund of the fee or tax shall be granted.
- (c) No business or practitioner subject to this chapter shall collect any gross receipts as defined herein unless such business or practitioner shall have applied for an occupation tax certificate and/or license as required hereunder. Upon application for an occupation tax certificate, any such business or practitioner may thereupon collect

gross receipts, including those incurred but not collected during the period prior to the application, but such business or practitioner shall be subject to the penalties of subsection (a) of this section. If the taxes and fees remain unpaid after the due date, the business or practitioner shall not collect any gross receipts as defined herein. The provisions of this chapter may be enforced by appropriate injunctive or other means allowed by law.

- (d) Practitioners of law may collect gross receipts as defined herein without applying for and obtaining an occupation tax certificate. However, practitioners of law must pay the occupation tax levied herein. Delinquent taxes and fees are subject to interest at a rate of 1½ percent per month. Any occupation tax with its associated administrative fees hereunder, shall be due and payable by March 31 of each calendar year. If the business or practice was not in operation on January 1, the occupation tax with its associated administrative fees shall be due and payable 30 days following the commencement of business pursuant to this chapter. The finance director shall assess a penalty in the amount of ten percent of the amount owed for each calendar year or portion thereof for failure to pay occupation taxes and administrative fees when due. In the event of failure to pay the occupation tax required by this chapter, the tax may be collected in any suit at law or in equity. In addition, failure to pay the occupation tax required by this chapter shall subject the person, firm, or corporation to a civil fine as provided by local, state, or federal law.
- (e) Except as provided in subsection (b) of this section, the refund of the occupation tax levied herein is governed by O.C.G.A. § 48-5-380.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5006. - Termination of business.

It shall be the duty of each business and practitioner subject to fees and occupation taxes under this chapter to return its current occupation tax certificate, together with a statement as to the date of termination of doing business or practice, to the finance director within 30 days of ceasing to do business at the licensed location.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5007. - Professional occupation tax.

- (a) Notwithstanding any other provision of this chapter, there is hereby imposed upon practitioners of medicine, osteopathy, chiropractic, podiatry, dentistry, optometry, applied psychology, veterinary, landscape architecture, land surveying, massage therapy and physiotherapy, public accounting, embalming, funeral directing, civil, mechanical, hydraulic and electrical engineering, architecture, marriage and family therapists, social workers, and professional counselors, as their entire occupation tax, one of the following, at the practitioner's election:
 - (1) The occupation tax based on gross receipts resulting from application of the other provisions of this chapter; or

- (2) \$400.00 each year, but a practitioner paying accordingly shall not be required to provide information relating to the gross receipts of such practitioner. For the purposes of this section, the term "practitioner" shall include any individual holding license to practice any of the professions specified herein regardless of whether such individual shall practice as a professional corporation or professional association.
- (b) In addition to any other documentation that may be requested or required by the city finance director, any practitioner electing to make a payment pursuant to subsection (a)(2) of this section may be required to demonstrate proof of licensure, if applicable.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5008. - Evidence of state license; state license to be displayed; city license to be applied for.

- (a) Each person or business required to obtain state licensure shall provide evidence of proper and current state licensure at the time of application for registration or filing of the occupation tax return before the occupation tax certificate may be issued.
- (b) Each person or business licensed by the state shall post the state license in a conspicuous place in the licensee's place of business and shall keep the license there.
- (c) Any business which is required to obtain a separate license pursuant to title 12 of the city code shall make application for same concurrently with its occupation tax certificate registration and application and/or renewal and no occupation tax certificate shall be issued by the city for businesses requiring additional licensing pursuant title 12 of the city code unless the same have been applied for concurrently and issued concurrently.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5009. - Transfer.

No certificate issued under this chapter may be transferred. Any new business or practitioner shall apply and register for a new certificate within 30 days after the commencement of business provided, however, that such application shall confer no right to operate any business which would otherwise be prohibited by any local, state or federal law.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5010. - Display of occupation tax certificate; penalties.

The certificate holder shall display the occupation tax certificate issued hereunder in a conspicuous place at the licensed location. Failure to display the occupation tax

certificate in a conspicuous location may result in a fine of \$100.00. This section does not apply to practitioners of law.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5011. - Proration of fee.

When any person or business commences business on or after July 1 in any year, the occupation tax authorized hereby shall be levied at the customary rate on the gross receipts of the business or practitioner from the commencement of the business, but the attendant administrative fee shall not be reduced.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5012. - Denial, suspension, or revocation.

(a) *Procedure for denial, suspension, or revocation:*

- (1) Each application submitted and/or certificate granted hereunder shall be subject to denial, suspension or revocation for any reason set forth in subsection (b) of this section. Within 60 days of the filing of a completed application, the finance director shall either issue an occupation tax certificate to the applicant or issue a written notice of intent to deny an occupation tax certificate for one or more reasons set forth in subsection (b) of this section. Revocation or denial of the occupation tax certificate shall result in the inability of the applicant and/or certificate holder to obtain an occupation tax certificate from the city for a term of two years from the date of such revocation and/or denial. The decision of the finance director to revoke, suspend and/or deny an occupation tax certificate shall be final unless the applicant and/or certificate holder files a notice of appeal to the City Manager or her/his designee within 30 days of the service of the City Manager's written notice of denial.
 - (2) Whenever the City Manager and/or her/his designee determines there is cause to suspend, deny or revoke an occupation tax certificate issued and/or requested hereunder, the City Manager and/or her/his designee shall serve the applicant and/or certificate holder with written notice at least 15 days prior to an administrative hearing of the time, place, purpose of the hearing, and a statement or the charge(s) upon which the administrative hearing before the City Manager and/or her/his designee shall be held.
 - (3) The City Manager and/or her/his designee shall reach a decision on the matter before them within ten days following the close of the hearing and give written notice of said decision. The decision of the City Manager and/or her/his designee shall be final unless the applicant and/or certificate holder files a notice of appeal to the City Manager or her/his designee within 30 days of the date of service of said decision.
- (b) *Service of notices.* The service of notices to the applicant and/or certificate holder for hearings and appeals under this chapter shall be accomplished by sending such

notice to the email address provided by the applicant and/or certificate holder in their application. The service and/or filing of notices to the City Manager or her/his designee for hearings and appeals under this chapter shall be accomplished by sending such notice to the City Manager or her/his designee's official city email address. The applicant and/or certificate holder shall update their email address by sending written notice to the City Manager or her/his designee in the manner required under this section.

- (c) *Grounds for denial, suspension, or revocation.* An occupation tax certificate may be denied, suspended, or revoked upon one or more of the following grounds:
- (1) The applicant or certificate holder is guilty of fraud or deceit in the operation of such person's business or occupation;
 - (2) The applicant or certificate holder is engaged in the business or occupation under a false or unauthorized assumed name, or is impersonating another practitioner of a like or different name;
 - (3) The applicant or certificate holder is addicted to the habitual use of intoxicating liquors, narcotics, or stimulants to such an extent he is unable to perform his duties under the business or occupation;
 - (4) The applicant or certificate holder is guilty of fraudulent, false, misleading, or deceptive advertising or practices;
 - (5) The applicant or certificate holder has been convicted of or has pled guilty or nolo contendere to any sexual offense as set out in O.C.G.A. § 16-6-1 et al., or to any offense involving the lottery, illegal possession or sale of narcotics or alcoholic beverages or possession or receiving of stolen property, within a period of five years of the filing of the application and/or issuance of the certificate. If after having been granted an occupation certificate, the applicant pleads guilty, is convicted of, or enters a plea of nolo contendere to any of the offenses listed in subsections a. through this subsection, said certificate shall be subject to suspension and revocation;
 - (6) The original application or renewal thereof, contains materially false information, or the applicant has deliberately sought to falsify information contained therein;
 - (7) The business or establishment is not authorized to operate within the city, or within the zoning district within which it is located, or is otherwise not in conformity with locational requirements of any of the city's ordinances;
 - (8) The applicant or holder has been convicted of or has pleaded guilty to any felony offense, crime of moral turpitude, misdemeanor, or violation of the city code that directly relates to the business for which the certificate is sought. In determining whether a felony, crime of moral turpitude, misdemeanor, or violation of this Code directly relates to the business for which the certificate is sought, the City Manager or her/his designee shall consider:
 - a. The nature and seriousness of such violation;
 - b. The relationship between such violation and the business for which the certificate is sought;

- c. The age of the individual at the time such violation was committed;
 - d. The length of time elapsed since such violation was committed;
 - e. The number of violations committed;
 - f. The circumstances surrounding such violation including, but not limited to, mitigating circumstances or social conditions; and
 - g. Evidence of rehabilitation and present fitness to operate the business for which the certificate is sought or held.
- (9) The business premises or business activity presents a threat to public health and safety due to the presence of dangerous conditions including, but not limited to, fire, health, and building code violations;
 - (10) The business or establishment is a threat or nuisance to public health, safety, or welfare;
 - (11) The business, applicant or establishment has been found by a court of law to have been operating unlawfully;
 - (12) Any other violation of this chapter by the business, applicant and/or business owner; or
 - (13) Violation, by the business, applicant and/or business owner, of a statute, ordinance, rule, or regulation that governs and/or relates to the operation of the business in question.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5013. - Appeal.

- (a) The city council or its designated hearing officer shall hear timely filed appeals to decisions by the City Manager or her/his designee to deny, suspend or revoke certificates and/or applications.
- (b) Any such appeal shall be subject to de novo review and shall be scheduled within 60 days following the applicant and/or certificate holder's timely filed notice of appeal.
- (c) Applicants or certificate holders shall be given written notice of the date, time, and place when the matter at issue will be heard by the city council or designated hearing officer. The applicant or certificate holder shall be afforded the opportunity to be heard and present evidence. Twenty days' notice shall be deemed reasonable.
- (d) Upon close of the public hearing, the city council or hearing officer shall reach a decision on the appeal. The decision of the city council or hearing officer shall be served upon the applicant in writing and shall be final unless the applicant or certificate holder applies to the county superior court by filing a petition for writ of certiorari within 30 days of the service of such written decision.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5014. - Certificate to be available for inspection.

The occupation tax certificate issued for any business location shall be available for inspection by the finance director upon request or during regular business hours at the licensed business location.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5015. - Inspection of records; audit.

- (a) It shall be the duty of all businesses subject to the tax and administrative fee imposed by this chapter, with the exception of those businesses and practitioners electing to proceed under Sec. 2-5004(c)(2) of this chapter, to maintain, for the three preceding calendar years, such records as will establish gross receipts and number of employees as herein defined, including but not limited to, state income tax returns, profit and loss statements prepared on a calendar year basis, and method of allocation of revenue for businesses and practitioners maintaining locations in other counties and municipalities, if applicable. Such businesses and practitioners shall also make available for inspection by the finance director all reports submitted to the sales tax unit of the state department of revenue showing sales taking place in the state and other tax returns showing gross receipts.
- (b) Lending institutions and any other organization engaged in the lending of money at interest and for a fee or commission and otherwise subject to the requirements of this article shall provide, for each lending transaction, a loan term sheet or other summary showing the amount of such loan, the interest rate thereon, and total fees, interest and commissions to be charged on such loan, assuming payment in the normal course of business.
- (c) For the purpose of ascertaining the correct amount of the occupation tax liability, all records required to be maintained by any taxpayer under this article shall be open for examination and audit at any time by the finance director. If any taxpayer refuses to voluntarily furnish any of the foregoing information when requested by the finance director, the finance director may either estimate tax due based upon such information as is made available or cite taxpayer for violation of this provision and petition the city municipal court as part of the penalty for said violation to issue a subpoena to require that the taxpayer or taxpayer's representative produce any such books, accounts and records for examination.
- (d) The finance director may conduct an audit by examining any relevant books, accounts, and records of such business.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5016. - Assessments.

- (a) If the finance director determines that any taxpayer has failed, neglected or refused to make a return and pay all taxes due, remit the proper amount of tax due or remit

taxes due pursuant to an audit, penalties and interest shall be assessed, and the finance director shall issue to the delinquent taxpayer a written notice of final determination - assessment and demand for payment, which notice shall state the full amount of taxes, penalties and interest due and shall be served personally, by certified mail or email, which assessment of deficiency amount will be due and payable within 30 days of the date that such notice is sent by the finance director.

- (b) Estimated assessment. If the finance director is unable to audit the records of a taxpayer, either due to the taxpayer's refusal or lack of cooperation, due to time constraints or due to other reasons which the finance director may reasonably determine, the finance director shall make an estimate based upon such information as may be available and shall issue an assessment as provided herein. If a taxpayer neglects or refuses to make a return, the finance director shall make an estimate, based upon such information as may be available, of the taxes due for the period for which such taxpayer is delinquent.

(Ord. No. 2020-021, § 1, 8-25-2020)

Sec. 2-5017. - Compliance inspections; notice of violation.

- (a) The Community Development and Regulatory Affairs Director and/or her/his designee may conduct inspections of any business or practitioner's establishment during normal business hours to verify compliance with this article. Upon entering an establishment, the code enforcement and/or the police department employee will present the business representative onsite at the time of inspection with proof of city credentials in the form of a picture identification card. The code enforcement and/or police department employee will verify the business has a current business occupation tax certificate on the premises, all applicable state licenses are posted, and any other required city licenses or permits are posted or otherwise available for inspection on the premises.
- (b) If any violation of this article is found or other city law or regulation, a notice of violation or an inspection form will be issued to the onsite business representative requiring the business to correct any violation within ten days following the date of such inspection. The code enforcement and/or police department personnel will perform a follow-up inspection after the date in which the violation is required to be corrected. If a violation still exists at the follow-up inspection, code enforcement and/or the police department will issue a notice of violation.

(Ord. No. 2020-021, § 1, 8-25-2020)

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

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

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

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

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

[Signatures and voting results appear on the following page]

THIS ORDINANCE so adopted this ___day of March 2021. **CITY OF SOUTH FULTON, GEORGIA.**

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

CORY E. ADAMS, SR. CITY CLERK

APPROVED AS TO FORM:

VINCENT D. HYMAN, CITY ATTORNEY