

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - REGULAR COUNCIL MEETING
Tuesday, February 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 - Pastor Warren L. Henry, Sr., City Chaplain
- 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 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)
- VII. Public Hearing(s)
 - 4. City of South Fulton Comprehensive Plan Kick-off (CDRA)
- 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

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**)

6. Request Council Approval of Board Appointment:

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

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

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**)

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)

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

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

XI. Agenda Items

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

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

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

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

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

17. First Reading of Amended Parking Ordinance (**Councilmembers Willis and khalid**)
18. First Reading of Parking Ordinance Recognizing City of South Fulton Veterans (**Councilmember Gumbs**)

XII. Executive Session

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

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

XIII. Adjournment of Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Regular Meeting Minutes from January 12, 2021

DATE: February 23, 2021

SUBJECT: Request Council Approval of City Council Regular Meeting Minutes from January 12, 2021

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_RM_2021_1_12_Meeting_DRAFT	Cover Memo	2/18/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - REGULAR COUNCIL MEETING
Tuesday, January 12, 2021, 10:00 AM



REGULAR MEETING MINUTES

I. Meeting Called to Order

Minutes:

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

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

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	10:04 AM
Mark Baker	District 7 Councilmember	Present	

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

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

Minutes:

The invocation was rendered by Pastor Warren Henry, Chaplain.

III. Pledge of Allegiance

Minutes:

IV. Adoption of Council Agenda

Motion (Approve): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adopt the Regular Meeting agenda.

The motion was approved unanimously.

V. Approval of City Council Meeting Minutes

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 khalid

Minutes:

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

Regular Meeting from December 8, 2020

Work Session Meeting from December 8, 2020

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

1. Request Council Approval of City Council Work Session Minutes from December 8, 2020 (City Clerk)
2. Request Council Approval of City Council Regular Meeting Minutes from December 8, 2020 (City Clerk)

VI. Public Hearing(s)

3. Request Council Approval of Alcohol License for Publix Store #1718 located at 5829 Campbellton Road, Suite 110, Atlanta, GA 30331 (Police)

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 1 Gilyard

Not Voting: 1 khalid

Minutes:

Public Hearing held. No comments were received.

A motion was made to approve the Alcohol License for Publix Store #1718 located at 5829 Campbellton Road, Suite 110, Atlanta, GA 30331

The motion was approved 5-1-1. Councilmember Gilyard abstained and Councilmember khalid did not vote.

4. Z20-003: Request Council to consider a rezoning from AG-1 to SH for property located at 3825 and 3895 Jonesboro Rd for the purpose of developing a Senior Living facility (CDRA)

Motion (Approve w/ Conditions): Councilmember Baker

Second: Councilmember Rowell

[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.

Michelle Battle, Attorney for the applicant

Michael Venable, District 6: Opposed to application

A motion was made to approve Case Z20-003 at 3825 and 3895 Jonesboro Road based upon staff's recommendation and a condition that (a) written confirmation from the Georgia Department of Transportation ("GDOT"), that GDOT has approved the installation of a traffic light or other intersection control device("Traffic Device") at the intersection of Jonesboro Road and Peters Road, which installation shall be scheduled for on or before December 31, 2022, or (b) written confirmation from GDOT approving the Applicant's installation of a traffic light at the intersection of Jonesboro Road and Peters Road at a cost not to exceed \$260,000.00, on or before December 31, 2022.

The motion was approved unanimously.

5. M20-002: Request Council to consider a Modification for Bedford Estates located off Camp Creek for the purpose of removing an entrance gate requirement (CDRA)

Motion (Approve): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

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

Nay: 1 khalid

Abstain: 0

Not Voting: 0

Minutes:

Public Hearing held. There were no comments received.

Michelle Battle, Attorney for the applicant

A motion was made to approve modification request M20-002 located at Bedford Estates.

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

VII. Public Comments

Minutes:

There were 3 speakers who submitted public comment as follows:

- 1. Michael Carson, District 1: Supports strengthened smoke-free policy for the City**
 - 2. Gregory Bolden, District 4: Supports strengthened smoke-free policy for the City**
 - 3. Sojourner Marable Grimmett, District 2: Supports strengthened smoke-free policy for the City**
-

Minutes:

Councilmember Willis requested to be recognized for a point of personal privilege.

Councilmember Willis announced that January is Human Trafficking Awareness Month. She will be hosting Human Trafficking Community Ambassador Virtual Training on January 19, 2021, at 6:00 PM. All residents are invited and information is available on the City's website.

VIII. Consent Agenda Items

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

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

Minutes:

A motion was made to approve the Consent Agenda items 6-16.

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

6. Council Proclamations for Spreading on the Minutes:

- Dr. Joseph Arrington, Sr. ((**Mayor Edwards/Councilmember Willis**))
- Linda Bryant (**Mayor Edwards**)
- Chaplain Training Education Program (**Councilmember Reeves**)
- I. David Daniels (**Councilmember Rowell**)
- Gary “Lil G” Jenkins (**Councilmember Gumbs**)
- Kandi Burruss Tucker (**Councilmember Rowell**)
- Rev. Bettye Holland Williams (**Mayor Edwards/Councilmember Willis**)

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

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

Minutes:

A motion was made to approve the Consent Agenda items 6-16.

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

7. Request Council Approval of Board Appointment:

- **Mayor Edwards** appoints David Rector to the South Fulton Parks Advisory Board

Motion (Approve): Councilmember Willis
Second: Councilmember Reeves

[Motion Approved]

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

Minutes:

A motion was made to approve the Consent Agenda items 6-16.

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

8. Request Council Approval to enter into a service contract agreement with ImageTrend for data mitigation and building in an amount not to exceed \$60,000 (Fire)

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

Minutes:

A motion was made to approve the Consent Agenda items 6-16.

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

9. Request Council Approval to accept the Georgia Municipal Association's Safety and Liability Management Grant in the amount of \$20,000 (Risk Manager)

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

Minutes:

A motion was made to approve the Consent Agenda items 6-16.

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

10. Request Council Approval to award Llano Contractors the contract to construct a concrete foundation for outdoor fitness equipment in an amount not to exceed \$53,406.00 (Parks, Recreation & Cultural Affairs)

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 2 Gilyard, khalid

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Consent Agenda items 6-16.

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

11. Request Council Approval to enter into an Intergovernmental Agreement extension with Fulton County until February 28, 2021 for Fire Station 11 (City Manager)

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 2 Gilyard, khalid

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Consent Agenda items 6-16.

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

12. Request Council Approval of a Resolution Designating the 2021 Mayor Pro Tem (**Gumbs, Reeves, Rowell and Willis**)

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 2 Gilyard, khalid

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Consent Agenda items 6-16.

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

13. Request Council Approval of an Updated COSF 2021 Candidate Qualification and Key Election Dates Resolution (City Clerk)

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 2 Gilyard, khalid

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Consent Agenda items 6-16.

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

14. Request Council Approval of a Resolution Authorizing Street Light Installation Agreement with GDOT (**Gumbs**)

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 2 Gilyard, khalid

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Consent Agenda items 6-16.

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

15. Request Council Approval of a Resolution Temporarily Waiving Annexation Fees (**Rowell**)

Motion (Approve): Councilmember Willis

Second: Councilmember Reeves
[Motion Approved]

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

Minutes:

A motion was made to approve the Consent Agenda items 6-16.

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

16. Request Council Approval of a Resolution Regarding the Reimbursement of Overtime Pay from External Funding Sources (Human Resources)

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

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

Minutes:

A motion was made to approve the Consent Agenda items 6-16.

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

IX. Previous Agenda Items

17. Second Reading and Request Council Approval of FY21 Budget Amendment 1 Ordinance (Finance)

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

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

Minutes:

A motion was made to approve the FY21 Budget Amendment 1 Ordinance.

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

18. Second Reading and Request Council Approval of Amended Smoking Ordinance **(Rowell, Gumbs Reeves, Baker)**

Motion (Approve as Amended): Councilmember Reeves

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Amended Smoking Ordinance with the following amendments:

Sec. 6-10012 - Change to 20% from 75% for hookahs; and

Sec. 6-1003 - add the words "or heated" to the smoking definition for clarification purposes.

Add as co-sponsors - Councilmembers Willis and Gilyard to the 4 original co-sponsors Councilmembers Rowell, Gumbs, Reeves and Baker.

The motion was approved unanimously.

19. Second Reading and Request Council Approval of Investor Harassment Ordinance **(Baker)**

Motion (Approve): Councilmember Baker

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Investor Harassment Ordinance.

The motion was approved unanimously.

20. Second Reading and Request Council Approval of Street Racing Ordinance **(Rowell and Reeves)**

Motion (Approve): Councilmember Rowell

Second: Councilmember Reeves

[Motion Approved]

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

Minutes:

A motion was made to approve the Street Racing Ordinance.

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

X. Agenda Items

21. Request Council Approval of Council Meeting Schedule for 2021 (Version 2) (City Clerk)

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

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

Minutes:

A motion was made to approve the Council Meeting Schedule for 2021 (Version 2).

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

22. Request Council Approval of a Resolution Authorizing a Change Order in the amount of \$449,900 for additional work to remove unsuitable material underneath the Cascade Road over Branch of Utoy Creek Bridge (Public Works)

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:

A motion was made to approve a Resolution Authorizing a Change Order in the amount of \$449,900 for additional work to remove unsuitable material underneath the Cascade Road over Branch of Utoy Creek Bridge.

Councilmember Rowell requested that the City Manager and Communications staff provide an update to the public regarding this project.

The motion was approved unanimously.

23. Discussion: Transportation Special Purpose Local Option Sales Tax (TSPLOST) and MARTA Funding (Mayor Edwards)

Minutes:

Mayor Edwards provided an update regarding discussions between the Mayors of Fulton County's 14 cities and Fulton County.

David Clark with Fulton County and Eric Boseman with Kimley Horn reviewed the draft timeline for the potential reauthorization of the TSPLOST referendum. Mr. Clark also reviewed the 3 options currently being considered by all of the cities.

Mayor Edwards advised that the Fulton County Mayors support the .75 cent TSPLOST; however, there is disagreement regarding whether to include transit.

Councilmembers provided comments and preferences regarding the TSPLOST program.

The Mayor asked for a consensus vote from the Council regarding the 3 options: The vote was as follows:

Option 3C (1% TSPLOST WITH TRANSIT): Councilmembers Rowell, Gumbs, Willis, Gilyard, and Reeves

**Option 3B (0.75% TSPLOST WITH TRANSIT): Councilmember khalid
Councilmember Baker abstained.**

Mr. Clark advised that 11 cities or 60% of the Fulton County Mayors must agree on an option for the TSPLOST referendum to proceed to the ballot.

Mayor Edwards advised he will present the Council's selection of Option 3C at the next Fulton County Mayor's meeting.

XI. Executive Session

Motion (Recess): Councilmember Willis

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made at 11:32 AM to recess for an Executive Session to begin at 11:47 AM for

Litigation, Personnel and Real Estate.

The motion was approved unanimously.

Motion (Reconvene): Councilmember Baker
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 reconvene from Executive Session at 2:01 PM.

The motion was approved unanimously.

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

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

Minutes:

A motion was made to authorize the City Attorney and Mayor to amend and execute the proposed City Manager contract to allow a 4% additional retirement contribution and prevailing party language up to \$25,000.

The motion was approved unanimously.

XII. Adjournment of Meeting

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

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

Minutes:

A motion was made to adjourn the Regular Meeting at 2:02 PM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Work Session Minutes from February 9, 2021

DATE: February 23, 2021

SUBJECT: Request Council Approval of City Council Work Session Minutes from February 9, 2021

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_WS_2021_2_9_Meeting_DRAFT	Cover Memo	2/18/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - WORK SESSION
Tuesday, February 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	
Corey A. Reeves	District 5 Councilmember	Present	
khalid kamau	District 6 Councilmember	Present	
Mark Baker	District 7 Councilmember	Present	

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

III. Presentations

1. 2021 Legislative Session Update and Tracking – Andrew Long, A. R. Long Company (City Lobbyist)

Minutes:

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

The annexation of Fulton Industrial Boulevard into the City of South Fulton was introduced and has been assigned to a committee. (HB 345).

Name change of Camp Creek Parkway to Congressman John R. Lewis Parkway.

Councilmember Rowell expressed concern with the proposal to rename South Fulton Parkway and not Campbellton Road as Congressman John R. Lewis Parkway. Mr. Long will seek additional information and reiterate the position of the City.

Councilmember Gumbs requested that Mr. Long provide additional information regarding legislation providing cameras to monitor truck traffic in certain areas. Mr. Long will follow up with Representative Bazemore.

Councilmember Baker requested that Mr. Long review the Council's legislation regarding reparations and inform the Delegation of the City's request.

Mayor Pro Tem Willis requested an update regarding the Arnaud Aubrey Bill which seeks the repeal of the Citizens Arrest law. Mr. Long will follow up with Representative Carl Gilliard.

2. Public Amenities for Your Community – Public Works and Jerry Presley, Creative Outdoor

Minutes:

Jerry Presley with Creative Outdoor provided an update regarding the Public Amenities for Your Community program which includes public trash and recycling receptacles throughout the City.

The Council conducted a question and answer period.

Mayor Pro Tem Willis requested that this program provide sheltering at bus stops. Additionally, Mayor Pro Tem Willis will work with staff to develop a resolution outlining a Communications policy for the City which will outline what advertising and messaging are permissible on the infrastructure.

Councilmember Gumbs requested that Mr. Pressley provide a listing of the cities in which Creative Outdoor is currently operating.

Councilmember Rowell requested that the City Manager provide an update regarding how the Comcast Smart Technology program will interact with this program.

3. South Fulton Beautification Project – Communications and External Affairs

Minutes:

Gary Leftwich and Sheena Screen with the Department of Communications and External Affairs presented the South Fulton Beautification Project.

The Council conducted a question and answer period.

Mayor Edwards requested that this project coordinate with the planned Citywide Cleanup Day.

Mayor Pro Tem Willis requested that staff reengage with the organizations that adopted roads for clean up purposes across the City.

Councilmember khalid requested that staff provide as much advance notification as possible to the public for the Bulk Trash Day.

IV. Monthly Reports

4. Monthly Report - Finance Director

Minutes:

Report presented by Interim Finance Director, Nina Robinson.

Ms. Robinson will provide an updated report regarding business license revenue.

5. Monthly Report - City Manager

Minutes:

Report presented by City Manager, Tammi Saddler Jones.

6. Monthly Report - City Attorney

Minutes:

The new City Attorney, Vincent Hyman, was introduced. Attorney Hyman indicated his report involves real estate and litigation which would be more appropriate for Executive Session.

V. Executive Session (if needed)

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

Minutes:

No Executive Session was conducted.

VI. Adjournment of Meeting

Motion (Adjourn): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 2 Baker, khalid

Minutes:

A motion was made to adjourn the Work Session at 5:28 PM.

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

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Zoning Public Hearing Minutes from February 9, 2021

DATE: February 23, 2021

SUBJECT: Request Council Approval of City Council Zoning Public Hearing Minutes from February 9, 2021

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_ZPH_2021_2_9_Meeting_DRAFT	Cover Memo	2/19/2021

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - ZONING PUBLIC HEARINGS
Tuesday, February 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 6:00 PM.

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

2. Roll Call

Minutes:

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

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

3. Agenda Items

Motion (Amend): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 1 khalid

Not Voting: 0

Minutes:

A motion was made to amend the agenda to add an Executive Session for the purpose of Litigation, Personnel and Real Estate,

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

Mayor Pro Tem Willis advised she would bring back legislation clarifying which meeting the Council will hear zoning cases and which meeting the Council will vote upon zoning cases.

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

Motion (Defer): Councilmember Rowell

Second: Councilmember Baker

[Motion Deferred]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Public Hearing held. Six comments received.

Edrick Harris, Prestwick Development Company

Theresa Davis, Chief Mortgage Officer, Fulton County Housing Authority

Regina Hill: Opposed to application

Khy Burras: Opposed to application

Detria Russell, District 1: Opposed to application

Gloria Williams, District 2: Opposed to application

Sonya Patterson, District 2: Opposed to application

Theresa Vue: Opposed to application

A motion was made to defer Case AN21-001.

The motion was approved unanimously.

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.

Motion (Defer): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Deferred]

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

Minutes:

Public Hearing held. Six comments received.

Edrick Harris, Prestwick Development Company
Theresa Davis, Chief Mortgage Officer, Fulton County Housing Authority

Regina Hill: Opposed to application
Khy Burras: Opposed to application
Detria Russell, District 1: Opposed to application
Gloria Williams, District 2: Opposed to application
Sonya Patterson, District 2: Opposed to application
Theresa Vue: Opposed to application

A motion was made to defer Case Z21-001.

The motion was approved unanimously.

3. **Z20-008:** Council to consider a rezoning from AG-1 to CUP for the purpose of developing a residential subdivision

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

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

Minutes:

Public Hearing held. Five comments received.

Michelle Battle, Attorney for the applicant

Regina Hill: Opposed to application
Khy Burras: Opposed to application
Detria Russell, District 1: Opposed to application
Gloria Williams, District 2: Opposed to application
Sonya Patterson, District 2: Opposed to application

A motion was made to defer Case Z20-008 for 60 days.

The motion was approved unanimously.

4. **Z20-009:** Council to consider a rezoning from AG-1 to SH for the purpose of developing a senior housing neighborhood. Combined with CV20-001

Motion (Defer): Councilmember Gumbs

Second: Councilmember Rowell

[Motion Deferred]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Public Hearing held. Five comments received.

Michelle Battle, Attorney for the applicant

Regina Hill: Opposed to application

Khy Burras: Opposed to application

Detria Russell, District 1: Opposed to application

Gloria Williams, District 2: Opposed to application

Sonya Patterson, District 2: Opposed to application

A motion was made to defer Case Z20-008 for 60 days.

The motion was approved unanimously.

5. **CV20-001:** Council to consider a concurrent variance to case Z20-009 to allow for the age limit of qualifying senior housing to be lowered from 62 to 55. Combined with Z20-009

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. Five comments received.

Michelle Battle, Attorney for the applicant

Regina Hill: Opposed to application
Khy Burras: Opposed to application
Detria Russell, District 1: Opposed to application
Gloria Williams, District 2: Opposed to application
Sonya Patterson, District 2: Opposed to application

A motion was made to defer Case Z20-008 for 60 days.

The motion was approved unanimously.

6. **U20-003:** Council to consider a use permit at 29 Campbellton Rd for a nail salon to relocate to the new Publix shopping center

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

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

Minutes:
Public Hearing held. Three comments received.

Koha Tran, Applicant

Tuneen Chisolm, District 4: Opposed to application
Gloria Williams, District 2: Opposed to application
Sonya Patterson, District 2: Opposed to application

A motion was made to approve Case U20-003 at 29 Campbellton Road for a nail salon to relocate to the new Publix shopping center.

The motion was approved 4-0-3. Councilmembers khalid, Gilyard and Baker abstained.

1. Executive Session

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

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

Minutes:

A motion was made at 7:40 PM to recess for an Executive Session for Litigation, Personnel and Real Estate.

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

Motion (Reconvene): Councilmember Gilyard

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to reconvene from Executive Session at 10:47 PM.

The motion was approved unanimously.

4. Adjournment of Meeting

Motion (): Councilmember Reeves

Second: Councilmember Willis

[Motion]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the Zoning Public Hearings at 10:47 PM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: City of South Fulton Comprehensive Plan Kick-off

DATE: February 23, 2021

SUBJECT: City of South Fulton Comprehensive Plan Kick-off

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Comp Plan Kick Off Hearing	Cover Memo	2/18/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/21		
Requesting Department CDRA - Planning and Zoning	Council District(s) Affected City wide	
Requested Action As a Regular Item: Request for Council to Host a Public Hearing regarding the Kick-off of the City's Upcoming Comprehensive Plan.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Council is asked to hear a short presentation from staff concerning the Kick-off of our Comprehensive Plan activities in 2021. This will be the first of multiple public meetings on this topic and there will be ongoing opportunities for public participation.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The City of South Fulton has a Georgia Department of Community Affairs (DCA) requirement to update our Comprehensive Plan by Oct 31, 2021. This process has begun. City staff, in coordination with ARC staff, are working to gather the necessary data, host the needed public meetings, and write new policies and recommendations that will be adopted by Council and accepted by DCA by their deadline. This is all done in order for the City to maintain their Qualified Local Government (QLG) status regarding Comprehensive Planning. Maintaining this status ensures the City remains eligible for DCA grants and stays up to date on modern planning practices.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval Digitally signed by Shayla Reed Date: 2021.02.10 17:30:17 -05'00' Shayla Reed		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval	City Manager Approval

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Mayor/Council Proclamations for Spreading on the Minutes

DATE: February 23, 2021

SUBJECT: Mayor/Council Proclamations for Spreading on the Minutes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
PROCLAMATION -Jarvis Adams _Willis	Cover Memo	2/18/2021
PROCLAMATION-Captain Andrea Hall	Cover Memo	2/18/2021
PROCLAMATION - Jon Middlebrooks _ Gumbs	Cover Memo	2/18/2021
PROCLAMATION -Sam Terrell _ Edwards	Cover Memo	2/18/2021
PROCLAMATION - Michelle Taylor Willis _ Gumbs	Cover Memo	2/18/2021



City of South Fulton

WHEREAS, Jarvis Adams, a native of Augusta, Georgia, is a distinguished educator with more than 24 years of education experience, serving Fulton County Schools for the latter part of his career; and

WHEREAS, before joining Fulton County Schools, Mr. Adams was a high school teacher in North Carolina before transitioning to DeKalb County Schools in Georgia, where he served more than 16 years. He earned a Bachelor of Science degree in Social Science Education from Fayetteville State University and has two advanced degrees from Mercer University, a Master of Education and a Specialist degree in Educational Leadership; and

WHEREAS, Mr. Adams is a visionary in educational management whose teaching methods have yielded high student achievement levels on state and national assessments. Serving as Assistant Principal at Westlake High School, he significantly impacted teaching and learning outcomes; and

WHEREAS, Mr. Adams reputation for leadership excellence was rewarded in 2018 when he became Camp Creek Middle School's principal. Camp Creek Middle School is 98% African American and serves a population of disadvantaged students. During his time at Camp Creek Middle School, he was instrumental in bridging the gap academically with all students. He increased the school's CCRPI score from 67.5 to 78.7 using proactive strategic planning and practical teacher development efforts. Additionally, Camp Creek Middle School's performance on the Georgia Milestones increased over 20% in all content areas and was repeatedly recognized by the Governor's Office of Student Achievement as a *Beating the Odds School* for having a higher CCRPI than similar schools serving comparable students in Georgia; and

WHEREAS, Jarvis Adams success as a teacher and instructional leader was chronicled in a book by multicultural educational experts Sonia Nieto and Patty Bode, *Affirming Diversity, The Sociopolitical Context of Multicultural Education*. Mr. Adams effectiveness has also been studied by Emory's Laney Graduate School doctoral students to find approaches and methods to promote academic performance on standardized tests in low-performing schools; and

WHEREAS, Mr. Adams serves his community by teaching Sunday school and providing mentorship to young men. Mr. Adams has received the Man of the Year Award from the Concerned Black Clergy of Metro Atlanta for his civic duty and the strong example of fatherhood that he has set and numerous other awards and accolades. Mr. Adams lives in Conyers, with his wife Cicely and their two daughters, Zoë and Sky. His mantra is, "I am here and ready to serve."

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton honor Mr. Jarvis Adams for his dedication and commitment to the students in South Fulton and congratulate him for his promotion as the new principal of Westlake High School and do hereby proclaim Tuesday, January 29, 2021, as "**JARVIS ADAMS DAY**" in the City of South Fulton, Georgia.

Mayor Pro Tem Helen Z. Willis



City of South Fulton

WHEREAS, Andrea M. Hall, a native of Albany, Georgia, has exemplified throughout her professional career the attributes of hard work, perseverance, and dedication; and

WHEREAS, Captain Hall has been a trailblazer throughout her career in the fire service. First, by becoming the first African American female firefighter for the City of Albany, Georgia, in 1993 and achieving another first by being promoted as the first African American female Fire Captain for the then-Fulton County Fire Department (later renamed the City of South Fulton Fire Department) in 2004; and

WHEREAS, Captain Hall has demonstrated outstanding leadership, impeccable professionalism, and an exemplary record for both technical and administrative proficiency over her 28-year career in the fire service. Further, Captain Hall's leadership has been recognized and affirmed by her election as the President of the International Association of Firefighters, Local 3920; and

WHEREAS, Captain Hall had the outstanding honor of being selected from a list of thousands of first responders across the nation to participate in the 59th Presidential Inauguration for the 46th President of the United States of America, the Honorable Joseph R. Biden, Jr.; and

WHEREAS, with honor and precision, Captain Hall admirably recited and signed the Pledge of Allegiance in an aspiring fashion. Not only did Captain Hall lead the recitation of the Pledge for millions of Americans watching, but she also signed the Pledge in recognition to the 600,000 Americans who are hard of hearing, including her late father, who was deaf; and

WHEREAS, the City of South Fulton's leaders, staff, and citizens are incredibly proud of Captain Hall's service to the nation and her demonstration of exceptional character, presence, and grace displayed before the world during the Presidential Inauguration Ceremony on January 20, 2021.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton honors and acknowledges Captain Andrea M. Hall for her historic recognition, her brilliant performance, and her exceptional representation of the City of South Fulton Fire Department and does hereby proclaim Wednesday, February 17, 2021, as **"CAPTAIN ANDREA M. HALL APPRECIATION DAY"** in the City of South Fulton, Georgia.

Mayor William 'Bill' Edwards

Mayor Pro Tem Helen Z. Willis, District 3

Councilwoman Catherine F. Rowell
District 1

Councilwoman Carmalitha L. Gumbs
District 2

Councilwoman Naeema Gilyard
District 4

Councilman Corey A. Reeves
District 5

Councilman khalid kamau
District 6

Councilman Mark Baker
District 7



City of South Fulton

Coach Jonathon "Jon" Middlebrooks

WHEREAS Mr. Jonathon Middlebrooks, son of Elaine Middlebrooks Minor was born January 22, 1966. He made his transition on January 5, 2021.

WHEREAS Jonathon was a graduate of Benjamin E. Mays High School in Atlanta, GA.

WHEREAS After high school, he served in the United States Marine Corps and was honorably discharged.

WHEREAS He continued his education at Georgia State University where he earned a Bachelor of Business Administration degree.

WHEREAS During his time in college, he also pledged the Omega Psi Phi fraternity, Zeta Theta Chapter as a member of the Junkyard Five. He was active in the fraternity, holding various positions such as Keeper of Seals and Dean of Pledges. He was also affiliated with the Grad Chapter Eta Omega.

WHEREAS In his professional life, Jonathon worked for several companies. He spent the last 19 years with Crawford and Company as a Manager for International Reporting, where he was the interface between the company's international finance operations and financial reporting function.

WHEREAS He also worked as a collegiate football official holding the position of Field Judge.

WHEREAS During his officiating career he worked with various conferences including the SWAC, Southern, Sunbelt and most recently the SEC, and he was awarded multiple post season assignments.

WHEREAS Jon was dedicated to the City of South Fulton, serving as a coach to our Cliftondale community for over 20 years.

NOW, THEREFORE BE IT RESOLVED, the Mayor and Council of the City of South Fulton recognizes Coach Jonathan "Jon" Middlebrooks for his contribution to our community and does hereby proclaim Saturday, January 23, 2021, as "**Coach Jon Middlebrooks Appreciation Day**" in the City of South Fulton, Georgia.

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



City of South Fulton

WHEREAS, it has been said that “history is made by great men.” Samuel E. Terrell’s history-making journey began on September 7, 1942 when he was born into the loving arms of Sam and Ida Dora Jones Terrell in Buford, Georgia;

WHEREAS, Samuel always had a thirst for knowledge and thus, after graduating from Knoxville College he matriculated to Atlanta Law School where he received a Bachelor of Law degree in 1972;

WHEREAS, Samuel always excelled at everything he set his mind to and enjoyed a stellar career with the United States Postal Service, the Equal Opportunity Atlanta, and the Atlanta Public Library;

WHEREAS, his dynamic work ethics further opened doors of opportunity with the Butler Street YMCA where he served as Branch Director and Public Relations Director at the YMCA Hungry Club;

WHEREAS, Samuel was employed for a brief time as a Marketer with RJ Reynolds before he realized that God had been preparing him for a life of service. Muhammad Ali once said, “service to others is the rent you pay for your room here on earth.” By his actions, he adopted this motto and settled in at the Atlanta Airport Marriott in 1983, serving with dignity, determination and pride until his retirement as Director of Services for Marriott Suites on 14th Street in 1995;

WHEREAS, not one to rest on his laurels he continued to serve during retirement by participating and volunteering in many programs at the H J. C. Bowden Multipurpose Senior Center;

WHEREAS, Samuel looked forward, with great joy, to cooking those delicious Sunday dinners for “The Round Table”. He also loved to swim, entertain, teach and participate in Tai Chi and socialize;

WHEREAS, on Monday, January 26, 2021, Samuel heard the voice of God whisper, “well done, my good and faithful servant; you have been faithful in managing small amount, so I will put you in charge of large amounts. Come on in and share my happiness

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council acknowledges the exemplary life of Samuel E. Terrell, extends sincerest condolences to his family and do hereby proclaim Friday, February 5, 2021 as ***SAMUEL E. TERRELL DAY*** in the City of South Fulton.

Mayor William “Bill” Edwards



City of South Fulton

Michelle Taylor Willis

WHEREAS, Michelle Taylor Willis is the founder of Gagnant Media. A Florida native, she is married with four sons and resides in Atlanta, Georgia. She is also a proud graduate of the University of Florida, and an award-winning entrepreneur, author, speaker, and master strategist; and

WHEREAS, she recently launched her first book, "Raising Significance: A Guide to Well-Rounded, Independent, and Confident Kids", and has appeared on the nationally syndicated Tamron Hall Show on ABC to discuss the book and on the Fox affiliate in Atlanta, as well as being featured in several publications.; and

WHEREAS, she is the host of the "According to Michelle " a television show, which is featured weekly via The AIB Network. Several episodes of the television show have surpassed one million views and can be viewed in Atlanta and Northern Georgia through Comcast Cable channel 295 and ATT channel 6, as well as through AIB's YouTube Channel. She also broadcasts a radio version of "According to Michelle" weekly through Mixx106radio.com; and

WHEREAS, she is the brainchild of the "Moms All In" Conference, a conference centered on instructing entrepreneurial and executive-level women on how to build businesses without sacrificing themselves and their families in the process. Michelle Taylor Willis also coined and trademarked SoFu®, a term that represents the eight cities of South Fulton County in Atlanta, created with an effort to re-energize the predominantly Black areas; and

WHEREAS, Michelle's work with corporations, small businesses and non-profits enables her to be a valued resource in the business community. Recently, she has been recognized as one of the "Top 25 Most Powerful Women in Atlanta," "Top 25 Most Extraordinary Atlantans," and has made several "Top 100" lists in the greater Atlanta area. In addition, she has received countless Outstanding Business/Businessperson of the Year awards by various organizations. Her publication, SoFu Lifestyle (formerly South Fulton Lifestyle), has been awarded "Publication of the Year" three times in a row.; and

WHEREAS, Willis is a proud member of Alpha Kappa Alpha Sorority, Inc., and is affiliated with the Black Triathlete Association, Inc. Her commitment to the community is evident through her partnership with nonprofits in Atlanta, as she serves on the Board of Directors for the South Fulton Chamber of Commerce (Vice President of Film and Entertainment). Additionally, she serves as Board Chair of Theatre du Reve Inc., the only French-speaking theater company in North America. A champion for children, Michelle is the Chair of the Advisory Board for the United Way of Greater Atlanta, a board member for Atlanta Court Appointed Special Advocates (CASA) and is the Secretary for the Morris Brown College Foundation board of directors; and

WHEREAS, she was recently appointed to the Aerotropolis Atlanta Alliance board of directors. Michelle is also on the Advisory Council for The National Society of Leadership and Success, Morehouse College Chapter, and serves on the Advisory Boards for the International Career and Business Exchange, Level 42 AI, Inc., and We Solar. She was also previously affiliated with The National Association of Professional Women and the Atlanta Medical Group Management Association, Inc.;

NOW, THEREFORE IT BE RESOLVED, Mayor and City Council members of the City of South Fulton and on behalf of the over 100,000 residents that reside in the city, hereby proclaim February 18, 2021, as a "**Michelle Taylor Willis Appreciation Day**" and encourage all residents to extend best wishes and gratitude to her for her unrelenting and sustainable service to all mankind.

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

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of Board Appointment: Councilmember Baker appoints Roshawn Dorsey Buxton to the South Fulton Public Arts Commission

DATE: February 23, 2021

SUBJECT: Request Council Approval of Board Appointment: Councilmember Baker appoints Roshawn Dorsey Buxton to the South Fulton Public Arts Commission

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval to accept a donation from Operation Gratitude

DATE: February 23, 2021

SUBJECT: Request Council Approval to accept a donation from Operation Gratitude

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Operation Gratitude Donation - Consent Agenda	Cover Memo	2/18/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/2021		
Requesting Department Police Department		Council District(s) Affected N/A Affects police personnel
Requested Action Request approval to get on City Council Agenda for February 23, 2021 to accept donation and distribute to employees.		
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) During the height of the COVID pandemic, COSF Grant Manager Kellie Russell sent the police department information about a donation opportunity. South Fulton Police Department had the opportunity to receive a donation of care packages from Operation Gratitude's First Responder Program. Operation Gratitude's mission is to forge strong bonds between Americans, their Military and First Responder Heroes through volunteer service projects, acts of gratitude, and meaningful engagements in communities nationwide. On June 8, 2020, the police department applied to receive the care packages for our police department employees. On 11/25/2020, care packages of personal thank you letters to our first responder employees, snacks, hygiene products, and handmade items totaling a value of \$3860.68 were delivered. A detailed listing of the items donated is included in this packet		
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 11:59 EST) Kellie Russell		Finance Director Approval nina robinson
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval 

Product Donation Receipt



"Recipient": City of South Fulton Police Dept

Date Prepared: 11/13/20

Requestor: Shada Esprit

Shipped: 11/16/20

No. person supporting: 170

Prepared by: Pedro Carillo

Program: Law Enf.

Unit Quantity	"Product" Description	Unit Value \$	Total Value \$\$
96	Starbucks 16oz WB Espresso Roast	\$2.86	\$274.56
876	Skittles Yogurt Fun Size (438/cs)	\$0.20	\$175.20
198	2oz Project Chemistry Hand Sanitizer		\$0.00
170	O'Keeffe's WH round packaged	\$0.91	\$154.70
170	O'Keeffe's Lip Repair stick - bulk (56/cs)	\$0.40	\$68.00
300	Liquid IV (300/cs)	\$0.96	\$288.00
600	Jelly Belly Fun Size (300/cs)	\$0.20	\$120.00
180	4.5oz Sour Streamers gummies (12/cs)	\$0.90	\$162.00
216	Smart Sweet Gummie Bears (72/cs)	\$2.15	\$464.40
180	BB RTE Tuna SLD	\$1.20	\$216.00
170	EXPO bags OG Logo	\$0.27	\$45.90
174	4oz Fun Bugs (6/cs)	\$0.48	\$83.52
180	ALEVE 24ct	\$4.38	\$788.40
170	Paracord Bracelet	\$6.00	\$1,020.00
	Total Donation Value \$\$		\$3,860.68

Recipient hereby acknowledges receipt of the above-described Product. Recipient accepts Product "as is" and will not alter or tamper with the Product. The Recipient will not sell or otherwise accept money for the distribution or other disposition of the Product. Recipient grants Donor the right to use the Recipient's name for advertising and or promotional materials, including without limitation Donor's websites and social media channels.

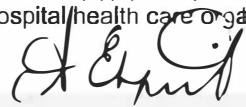
Subject to Donor's written approval prior to duplication, publication or issuance, Donor grants Recipient the non-exclusive, non-transferable right to refer to Donor, by name only, as the provider of the Product. The Donor name shall remain the property of the Donor in accordance with trademark law.

The Recipient will comply with all federal, state, and local charitable solicitation statutes, regulations, and ordinances that affect or apply to the distribution of the Product and will not use Donor's tax exemption in any manner related thereto.

Recipient agrees to hold Donor, its employees, agents, volunteers, officers, and directors harmless against any and all suits, claims, demands, liabilities, damages, costs and expenses (including attorneys' fees) in connection with this donation, the Product or its distribution.

Recipient warrants it is a 501(c)(3) non-profit organization granted exempt status by the IRS, or is a local government or first responder entity, or hospital/health care organization, and that in either case, the Product will be used solely for charitable purposes.

Received By:



(signature)

Date:

11/25/2020

Printed Name:

Shada Esprit

Recipient should retain a copy of this receipt for their records.



Dear First Responder Heroes,

I am Lieutenant Colonel Kevin Schmiegel (USMC, Ret.), Chief Executive Officer of Operation Gratitude, the largest non-profit, volunteer-based organization to support the Military and First Responder communities.

In March 2003, as the invasion of Iraq began, our founder Carolyn Blashek sent the first four Operation Gratitude Care Packages from her home.

She was inspired to do so by the extraordinary courage and selfless service of our heroic Military men and women responding to an attack on our homeland. She wanted to express her deep appreciation to them, and let them know that someone---a grateful American---cared and wanted to say Thank You.

Today, 17 years later, our nation is again under attack on the homeland, this time by an invisible enemy, and again, Carolyn, and grateful Americans everywhere, are inspired by heroic men and women in uniform who put their lives in danger on the frontlines of this battle---all to care for our fellow citizens stricken by the Coronavirus.

Each of you -- our Police Officers, Firefighters, and EMTs working in Police and Fire Departments -- are true heroes.

Operation Gratitude's 1 Million+ volunteers and supporters all across the nation have joined together through our **#VirtualVolunteerism** initiative to express their thanks for your strength and courage in serving and protecting our fellow Americans.

The letters and items you receive today are our way of letting you know that your efforts through this crisis, and always, are deeply appreciated and much admired. We hope they will help lift your spirits during this extraordinarily difficult time.

If you have just a few minutes please share a photo or two of the recipients directly with me at KevinS@OperationGratitude.com or post them on social media, tagging @OpGratitude on Twitter and Instagram and hashtag #OperationGratitude. This will mean a lot to our volunteers who want to hear from you and know you are doing well.

Please feel free to contact me if there is anything else we can do to support your team.

With Gratitude From our Team to Yours,

Kevin Schmiegel
Lieutenant Colonel, USMC (Ret.)
Chief Executive Officer, Operation Gratitude
kevinS@operationgratitude.com | 540-419-7263
#ActionsSpeakLouder #VirtualVolunteerism

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of a Resolution to apply for the National Endowment for the Arts Grant

DATE: February 23, 2021

SUBJECT: Request Council Approval of a Resolution to apply for the National Endowment for the Arts Grant

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
National Endowment for the Arts Grant - Consent Agenda	Cover Memo	2/18/2021
Resolution Accepting NEFA Grant Funds (022321)	Cover Memo	2/18/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/2021		
Requesting Department Parks, Recreation and Cultural Affairs	Council District(s) Affected District 2	
Requested Action Approval to apply for the National Endowment for the Arts Project Grant and a resolution supporting the project. Grant Funding Request: \$25,000.00 Required cash match amount: \$25,000.00		
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) PRCA wishes to engage the National Endowment for the Arts in a \$25,000.00 grant to provide an intergenerational approach to engage South Fulton's High School student and Senior adult population in Media Arts. The "Platform for Voices" Program will create a professional sound studio for Seniors and High School students to work collaboratively to express their experiences with the oppression of individuals based on race, gender, sexual orientation, physical ability, and age. Participants will engage in the full audio production process to create a weekly audio presentation available to the public. Over a duration of (12) twelve weeks, program participants will receive valuable training in various aspects of sound design, music editing, script-writing, direction, and basic sound engineering. Program will be housed at South Fulton Arts Center		
Funding Source (if applicable) \$25,000.00 (National Endowment for the Arts) and \$25,000.00 match requirement		
Financial Impact (if applicable) \$25000 match requirement		
Financial Impact Statement Received Yes ☐ No ☒		
Legislative Process Complete Yes ☐ No ☒		
Department Director Approval Kellie Russell 2/16/21 02/16/201		Finance Director Approval nina robinson
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval Tammi Saddler Jones

General Terms and Conditions for Grants and Cooperative Agreements to Organizations

Incorporating Title 2 of the Code of Federal Regulations (2 CFR)

**Including updates effective November 12, 2020 *
(see 85 FR 49529 August 13, 2020)**

**Highlighting 2 CFR 200 - Uniform Administrative Requirements,
Cost Principles, and Audit Requirements for Federal Awards**

Office of Grants Management

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*For awards issued after October 2020.

Accessibility Accommodations

Individuals who are deaf or hard-of-hearing may e-mail the Office of Grants Management at grants@arts.gov or call (202) 682-5496 TTY.

Individuals who do not use conventional print or electronic media may access the information in this document by contacting the Office for Accessibility at accessibility@arts.gov or call (202) 682-5532 for help acquiring an audio recording of these General Terms or any other National Endowment for the Arts publication.

I. COVER

II. ACCESSIBILITY ACCOMMODATIONS

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Important Information Regarding Accepting a National Endowment for the Arts Award

1. Applicability

- 1.1** The *General Terms and Conditions for Grants and Cooperative Agreements to Organizations* (General Terms, or GTCs) apply to grants and cooperative agreements (also referred to as awards) that the National Endowment for the Arts (Arts Endowment) issues to 501(c)(3) nonprofit organizations, institutions of higher education (IHEs), units of state and local governments, and Federally-recognized Indian Tribal governments.

NOTE: Awards to State Arts Agencies (SAAs) and Regional Arts Organizations (RAOs) under the Partnership program area are subject to the *General Terms and Conditions for Partnership Agreements*.

- 1.2** These GTCs implement Title 2 of the Code of Federal Regulations (2 CFR) including *Subtitle A–Office of Management and Budget Guidance for Grants and Agreements* and *Part 200–Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance, or Part 200), as revised August 13, 2020.

The revisions incorporate changes to 2 CFR 25 *Universal Identifier and System for Award Management*, 2 CFR 170 *Reporting Subaward and Executive Compensation Information*, and 2 CFR 183 *Never Contract with the Enemy*.

The National Endowment for the Arts has adopted the Uniform Guidance through regulation at 2 CFR 3255.1.

- 1.3** The GTCs are also based on the National Endowment for the Arts legislation and established policies, along with other Federal statutes, regulations, and Executive Orders that apply to grants and cooperative agreements. Award recipients must be familiar with and comply with these requirements.

NOTE: Many citations for statutes and regulations are included in these GTCs. In most cases, more expansive information can be found at the citation location.

- 1.4** When applicable, Specific Terms and Conditions may be included with your award. Should there be inconsistency between requirements, the Specific Terms and Conditions supersede the GTCs.

2. Your Responsibilities

In accepting a National Endowment for the Arts award, your organization assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with any provisions included in the award; the statutes, regulations, and Executive Orders governing Federal financial assistance awards; and these GTCs, all of which are hereby incorporated into your award by reference. While we may provide you with reminders regarding award requirements, the absence of receiving such notice does not relieve you of your responsibilities.

Submission of a Payment Request constitutes your agreement to comply with all the terms and conditions of the award.

Failure to comply with these requirements may result in suspension or termination of the award and our recovery of funds. In addition, the United States has the right to seek judicial enforcement of these obligations.

3. Acknowledgment of National Endowment for the Arts Support and Disclaimer

Acknowledgment of the National Endowment for the Arts must be prominently displayed in all materials and announcements for your funded project. See the Manage Your Award section of www.arts.gov for copies of the most up-to-date National Endowment for the Arts logos.

The National Endowment for the Arts supports **specific projects** and does not provide general operating support. Please use our name and logo in relation to your Arts Endowment-supported projects but do not advertise the National Endowment for the Arts as a general donor to your organization or suggest that our support has extended beyond the close of your funded activity.

The Arts Endowment should not be included in lists of donors that are not specific to your supported project or appear beyond the project period dates.

3.1 For print and online project materials, a basic requirement is a phrase acknowledging support from the National Endowment for the Arts using the following language: "This project is supported in part by the National Endowment for the Arts."

- We encourage you to include "To find out more about how National Endowment for the Arts grants impact individuals and communities, visit www.arts.gov."
- In addition, we encourage you to use the [National Endowment for the Arts current logo](#) whenever possible to accurately indicate that either your project has been supported by the National Endowment for the Arts, or that your organization is currently receiving support from the National Endowment for the Arts. **As the agency's logo has changed over the years, please check the link above to make sure you are using the correct logo.**
- You may also use social media to indicate National Endowment for the Arts support of your project, such as "This project is supported in part by the National Endowment for the Arts." It is also acceptable to include the agency in a list among other project supporters. (On Twitter and Instagram, you may use **@NEAarts** instead of spelling out the full name of the agency.)

3.2 For radio or television broadcast, we require the following voice-over language: "This project is supported in part by the National Endowment for the Arts. On the web at arts dot gov." For television broadcast, display of the National Endowment for the Arts logo and web address is required.

3.3 We reserve the right to change the language of the required acknowledgement of National Endowment for the Arts support, as well as the right to disallow the use of our logo and acknowledgement of our support.

In addition, you may want to consult our ["Working with the Media" Toolkit](#) on our Manage Your Award web page. All logo files are available on our website.

4. Selected Definitions (2 CFR 200.1)

The GTCs use terminology consistent with the Uniform Guidance. Select items are summarized below; see 2 CFR 200.0-1 for additional detail. The terms are in alphabetical order here.

Term	Definition
Assistance listings	Refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA).
Authorizing Official	An authorizing official is a person with the recipient organization who has authority to legally and financially bind the organization. For organizations responsible for an approved independent component/child (e.g., a University and its art museum), the authorizing official must work for the parent organization.
Closeout	The process by which the federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in §200.344.
Cognizant agency for indirect costs	The federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals for the non-Federal entity on behalf of all Federal agencies. The cognizant agency for indirect costs is not necessarily the same as the cognizant agency for audit. For assignments of cognizant agencies see the Appendices in Part 200.
Contract	A legal instrument by which the recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award.
Cost share or matching funds	The portion of the approved Arts Endowment award's project costs not paid with Federal funds.
De minimis indirect cost rate (effective November 12, 2020)	An indirect cost rate of 10% of modified total direct costs (MTDC) that any non-Federal entity that does not have a current negotiated (including provisional) rate may elect to charge to their award project budget. A non-Federal entity that had a past indirect cost rate agreement that is now expired may elect to charge the de minimis indirect cost rate (see "Expanded Use of the De Minimis Rate" in Part 200). The de minimis rate may be used indefinitely. See also "Modified Total Direct Cost."
Disallowed Cost	Those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.
Equipment	Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.
Institutions of Higher Education (IHEs)	Public, private, and tribal colleges and universities, but excluding for-profit institutions. See definition at 20 U.S.C. 1001 .
Modified Total Direct Cost (MTDC)	Used as a base for applying indirect costs through a Federally-negotiated indirect cost rate agreement, or the de minimis rate. Usually, "modified" means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
Non-Federal entity	A state, local or tribal government, IHE, or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
Participant support costs	Direct costs for such items as stipends, subsistence, travel allowances and registration fees for conferences or training projects paid to or on behalf of participants or trainees. This does not include employees of the award recipient.

Term	Definition
Period of performance	The start and end date of the award. Only costs associated with approved activities incurred during this time period can be charged to the award.
Project Costs	The total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.
Recipient	The non-Federal entity that receives an award directly from the Federal agency.
Source documentation (Financial Management)	Documentation that provides evidence that expenditures were incurred during the approved period of performance. Documentation includes receipts, invoices, contracts, copies of cancelled checks, transaction reports, bank statements, charge/debit card statements, and in-kind contribution reports, all of which must specifically identify the expense(s).
Supplies	Tangible personal property items having an acquisition cost of less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. Generally, a basic computer device is considered a supply for use and disposition purposes, regardless of the length of its useful life, if it meets this definition.
Third-party <u>in-kind</u> contributions	The value of non-cash contributions (i.e., property or services) that — (a) Benefit a federally-assisted project or program; and (b) Are contributed by non-federal third parties (not the award recipient), without charge, to a non-federal entity under a federal award.
Unique Entity Identifier	A Unique Entity Identifier (UEI) is a unique number assigned to all entities (public and private companies, individuals, institutions, or organizations) who register to do business with the federal government. Currently a Dun & Bradstreet (DUNS) number is used as the unique entity identifier for applying for, and obtaining, federal funds.
Unrecovered indirect costs	The difference between the amount charged to the federal award and the amount which could be charged to the federal award under the non-federal entity's approved negotiated indirect cost rate.

5. Required Registrations (2 CFR 25)

Organizations are required to have a UEI (currently a Dun & Bradstreet number, or DUNS) that reflects the organization's legal name and current, physical address. Organizations must also maintain an active registration—based on the DUNS provided in the application—in the System for Award Management (SAM.gov), from application submission through award closeout. See the *How to Manage Your National Endowment for the Arts Award and eGMS Reach Handbook* for more information about registering and renewing in SAM.

5.1 Requirement for recipients to ensure subrecipients have a unique entity identifier (§25.300) (clarified under 85 FR 49529 August 13, 2020)

- (a) A recipient may not make a subaward to a subrecipient unless that subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
- (b) A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier as described 25.300(a).

The only Arts Endowment award recipients eligible to make subawards are our State Arts Agencies, Regional Arts Organizations, and Local Arts Agencies identified in the Arts Endowment's legislation (*P.L. 108-108* Section 309).

6. Conflicts of Interest (2 CFR 200.112, 200.318) and Criminal Disclosures (200.113)

- 6.1** You must have written conflict of interest policies that ensure that all employees, board members, officers, or agents engaged in the selection, award, and administration of grants or contracts, avoid conflicts as described in §200.318.
- 6.2** You are required to disclose to us any actual or potential conflicts, including but not limited to the following:
 - 6.2.a National Endowment for the Arts Panelist.** No panelist can review an application from an organization with which he or she is affiliated. In addition, if a panelist later becomes associated with a project that he or she reviewed, then he or she cannot act as an authorizing official for that project. This prohibition is in effect throughout the entire period of performance.
 - 6.2.b National Council on the Arts member.** Similarly, once an authorizing official for an organization that is an applicant or grantee is nominated to the National Council on the Arts, the authorizing official must recuse him/herself from acting in this capacity for applications and award actions, including payment requests.
- 6.3** You must also notify us of any violations of Federal criminal law involving fraud, bribery, or gratuity violations that potentially affect the Federal award, as noted in §200.113 and Appendix XII to Part 200. See 2 CFR 32.3254 for more information.

7. Statutory and National Policy Requirements (2 CFR 200.300)

You are responsible for complying with all requirements of the Federal award, including those based on:

- 7.1 Statutory Policy Requirements.** You are required to ensure that Federal funding is expended and programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements. You are required to adhere to all national policy requirements as outlined in Appendix A, including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
- 7.2 National Endowment for the Arts Enabling Legislation.** You are required to execute your project, (e.g., productions, workshops, programs, etc.) in accordance with the Agency's enabling legislation that requires "artistic excellence and artistic merit."
- 7.3 Financial Assistance General Certifications and Representations.** By accepting these "Certs and Reps" in SAM.gov, you attest to complying with the legal requirements noted therein.

8. Financial Management (2 CFR 200.302) and Internal Controls (2 CFR 200.303)

- 8.1** Your financial management systems must meet standards described in §200.302(b)(1) through (b)(7), including:
 - 8.1.a** Accurate identification of Federal award data, financial results, and the ability to provide source documentation upon request.
 - 8.1.b** Written procedures for determining the allowability of costs and for managing payments.

- 8.2** You must establish and maintain effective internal controls over your award and provide reasonable assurance that you are managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. See recommended compliance documentation at §200.303(a).

9. General Procurement Standards (2 CFR 200.317-.326)

- 9.1** The non-federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards as set forth in 2 CFR 200.317-326.
- 9.1.a** You should have written procedures to ensure that contractors or recipients, with whom you intend to do business, are not debarred or suspended prior to the award or payment of Federal funds (2 CFR 180 Subpart C).
- 9.1.b** Your procurement contracts must contain provisions as described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts under Federal Awards.
- 9.2** You must maintain records sufficient to detail the history of any procurement under your Arts Endowment award §200.317(i).
- 9.3 Methods of procurement to be followed 200.320.**
Review carefully. The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section, and §§200.317, 200.318, and 200.319 for any of the methods of procurement identified in this section, and used for the acquisition of property or services required under a Federal award or sub-award.
- You may be able to take advantage of the flexibilities found by using informal procurement methods such as micro-purchases (§200.320(a)(1)), which have a current threshold of \$10,000 or less, and small purchases (§200.320(a)(2)), which have a current threshold of \$250,000 or less (Simplified Acquisition Threshold).
- 9.4** We may ask to review your procurement policy, plans, and other documents such as requests for proposals and independent cost estimates (§200.325).

10. Cash Management Standards / Federal Payment (2 CFR 200.305)

- 10.1** You must have written procedures to minimize the time elapsing between the receipt and the disbursement of Federal award funds to avoid having excessive Federal funds on hand. Requests for advance payment are limited to your immediate cash needs and are not to exceed anticipated expenditures for a 30-day period (§200.305(b)(1)).
- 10.2** Payments may be withheld (§200.305(6)) if:
- 10.2.a** You have failed to comply with the terms and conditions of the award, including any Federal statutes or regulations, as well as the project objectives of the award, or,
- 10.2.b** You are delinquent in a debt to the United States, or,

- 10.2.c** You are withholding payment to contractors to assure satisfactory completion of work on the award.

11. Cost Sharing or Matching Requirements (20 USC 954(e) and 2 CFR 200.306)

- 11.1** Unless otherwise stated in your grant award document or cooperative agreement, National Endowment for the Arts funds cannot exceed 50 percent of the total cost of the National Endowment for the Arts-supported project (i.e., funds must be matched one-to-one, or "dollar for dollar"). This required cost share, or match, refers to the portion of project costs not paid by Federal funds, and may include your own funds, donations, non-Federal grants and other revenue.

Costs supported by both the National Endowment for the Arts funds and cost share (including voluntary committed cost share) approved in your project budget must conform to all the requirements of the Federal award (§200.306(b)).

- 11.2 Use of Third-Party In-kind Contributions (§200.306(d-j)).** If you include in-kind third-party (i.e., not your own) contributions as part of your cost share or match, they must also be included as direct costs in your project budget so we can determine their allowability, and reflected as such in your accounting records. Volunteer and donated services, goods, property, or space must be documented and their fair market value determined per the Uniform Guidance.

Although you may use in-kind contributions to meet the required match, you cannot be reimbursed by the National Endowment for the Arts for goods or services that were provided to you on an in-kind basis.

- 11.3 Use of Unrecovered Indirect Costs for Cost Sharing or Matching (§200.306(c)).** Unrecovered indirect costs may be included as part of the cost share/match for an award if you have a current Indirect Cost Rate (or Facilities & Administrative/F&A) Agreement with a Federal agency.

11.4 Use of Program Income (§200.307).

- 11.4.a** Income earned during the period of performance that results from activities supported through a National Endowment for the Arts award is considered to be program income. These earnings can include, but are not limited to, income from fees for services, admission fees, or the use or rental of property (space, equipment, etc.)

- 11.4.b** Per §200.307(e)(3) and .307(f), the National Endowment for the Arts allows program income to be used as part of the cost share/match for allowable expenses of the Arts Endowment-supported project, or for other eligible projects in the arts conducted by your organization.

11.5 Ineligible Matching Resources. These items are *not* eligible to meet your cost share/matching requirement:

- 11.5.a** Other Federal funds, including other National Endowment for the Arts funds (§200.306(b)(5)). This includes federal funds that have been subgranted or disbursed to you from your State Arts Agency or another organization. You should consult your State Arts Agency or other organization to determine if any portion of their award to you includes funds from a federal agency.

- 11.5.b** Resources that have been used to match another National Endowment for the Arts award or other Federal program (§200.306(b)(2) and §200.403(f)).

- 11.5.c** Contributions or gifts provided to your organization that are restricted and cannot be used to support the project. This includes gifts (bequeathed or otherwise) which are not available to your organization during the award period of performance.

12. Cost Principles (2 CFR §200 – Subpart E)

- 12.1** The allowability of costs for work performed under your Arts Endowment award is determined in accordance with the appropriate Arts Endowment guidelines and the Uniform Guidance Subpart E-Cost Principles. All costs included in the approved project budget or reported on payment requests and financial reports for the award, whether supported with Federal or required cost share/matching funds or any voluntary cost share, must be:

- 12.1.a** Necessary and reasonable for the performance of the Federal award.
- 12.1.b** Allocable and in conformance with these cost principles and as set forth in the award (200.403(b)).
- 12.1.c** Consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the non-Federal entity.
- 12.1.d** Accorded consistent treatment as either a direct or indirect cost.
- 12.1.e** Determined in accordance with generally accepted accounting principles (GAAP).
- 12.1.f** Not included as a cost or used to meet cost sharing or matching requirements of any other Federally-financed program.
- 12.1.g** Adequately documented for reporting and audit purposes.
- 12.1.h** Incurred during the approved period of performance during which funds are budgeted.

Where the determination of cost allowability differs, the National Endowment for the Arts guidelines and GTCs (and any Specific Terms and Conditions, as appropriate) take precedence over the Uniform Guidance.

- 12.2 Unallowable costs based on National Endowment for the Arts legislation and policy.** The following items of cost are unallowable per the Arts Endowment's enabling legislation and/or unallowable as a matter of agency policy, as outlined in the Arts Endowment's guidelines:

- 12.2.a** Awards to individuals or organizations to honor or recognize achievement (P.L. 111–88, October 30, 2009, Sec. 438 (2)). However, fees for artists or arts organizations who provide services or goods to you under the Federal award are allowable.
- 12.2.b** Cash reserves and endowments (National Endowment for the Arts guidelines).
- 12.2.c** Construction, purchase, or renovation costs of facilities or land (National Endowment for the Arts guidelines). However, costs associated with predevelopment, design fees and community planning, as well as preparing exhibit space, setting a piece of public art, etc., may be allowable.

12.2.d Costs to bring a project into compliance with Federal award requirements (National Endowment for the Arts guidelines).

12.2.e Compensation to foreign nationals, including travel to or from foreign countries, when those expenditures are not in compliance with regulations issued by the [U.S. Treasury Department Office of Foreign Assets Control](#) (OFAC Sanctions/National Endowment for the Arts guidelines).

12.2.f Subgranting or regranting (P.L. 111–88, October 30, 2009, Sec. 438 (2)).

12.2.g The purchase of vehicles, including but not limited to cars, vans, buses, trucks, sport utility vehicles, etc. (200.403-5), and National Endowment for the Arts guidelines).

12.2.h Visa costs paid to the U.S. Government (P.L. 109-54, Title III General Provisions, Sec. 406); however, the cost of preparing material (legal documentation, etc.) for submission is allowable.

12.3 *Selected items of cost* under 2 CFR Part 200 that may or may not be allowable depending on circumstances:

12.3.a Conferences (§200.432). Costs of conferences (including meetings, retreats, seminars, symposia, workshops or other events whose primary purpose is dissemination of technical information) are still generally allowable, however:

- i. Conference sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary, and managed in a manner that minimizes costs to the Federal award.
- ii. Costs associated with activities that generally occur at a closing meal, or a reception at the end of the working day, are unallowable. These activities also often have alcohol associated with them and/or are of a social nature, which are prohibited under Federal awards (see also 12.3.b. Entertainment.)

12.3.b Entertainment (§200.438). Entertainment, including amusement and social activities such as receptions, parties, galas, dinners, community gatherings, etc., and any associated costs including food, catering, alcoholic beverages, as well as costs for the planning, staffing, and supplies, for such, etc., **are unallowable**.

12.3.c Fundraising (§200.442). A percentage of salaries and fringe benefits for development or fundraising staff, or fees to contractors who raise funds to implement the National Endowment for the Arts project during the period of performance may be allowable costs. However:

- i. Salaries or other costs for general fundraising activities or events, including those for donors, or that benefit the organization as a whole, are unallowable.
- ii. Costs associated with activities such as galas or parties, picnics or other community gatherings where food and beverages are provided, are unallowable (see also 12.3.b Entertainment.)

12.3.d Home Office Workspace (§200.465(f)). Rental of any property owned by any individuals or entities affiliated with the non-Federal entity for purposes such as a home office workspace is unallowable.

12.3.e Indirect (Facilities & Administration or F&A) Costs (§200.414). Award recipients may claim indirect costs based on:

- i. A current and appropriate indirect cost rate negotiated with your Federal Cognizant Agency, or;
- ii. A de minimis rate.
 - o For awards issued on or after November 12, 2020, an organization that does not have a current negotiated (including provisional) rate may charge a de minimis rate of 10% on modified total direct costs (MTDC) if included in the project budget and approved by the Arts Endowment. For example, if an organization had negotiated an indirect cost rate previously, but the negotiated rates have expired, it has the option to claim the de minimis rate (§200.414 (f)). This de minimis rate may be used indefinitely. (effective November 12, 2020).

NOTE:

- You cannot claim both direct overhead/administrative costs and the de minimis, or negotiated, indirect cost rate.
- Research rates generally can only be used on National Endowment for the Arts Office of Research (ORA) awards. In some cases we may support research projects that aren't management by ORA, and may approve research rates.

More information about indirect costs for a National Endowment for the Arts award can be found in the *How to Manage Your National Endowment for the Arts Award and eGMS Reach Handbook* and the *Indirect Cost Guide* on the Arts Endowment's website.

12.3.f Goods for resale (National Endowment for the Arts guidelines, §200.421(e)(3) . Costs of goods for resale are unallowable. This includes the sale of concessions, promotional merchandise, including clothing, or items purchased for sale, even if related to your programming. It also includes any associated staffing or facilities costs. However, costs of items that are produced as part of the approved project activity (e.g. publishing books or exhibition catalogs, or making recordings or films for distribution) and that are incurred during the period of performance are allowable.

12.3.g Prohibited telecommunications and video surveillance services and equipment (§ 200.216 and .471) You may not buy or obtain, nor extend or renew a contract for, covered telecommunications and video surveillance services and equipment that is prohibited by [P. L. 115-232, section 889](#).

13. Travel (§200.475 and 41 CFR 301-10; §200.1)

Travel costs are expenses for transportation, lodging, subsistence, and related items incurred by those individuals who are on official business attributable to work under an award and in accordance with your entity's written travel reimbursement policies. In addition, "Participant Support Costs" (§200.1) may be approved for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants (but not employees) in connection with conferences, projects, or events that are part of the grant.

13.1 Any airfare charged to the award, whether domestic or foreign, may not exceed the value of the basic least expensive unrestricted accommodations class offered by a commercial carrier (§200.475(e)).

13.2 Fly America Act (41 CFR 301-10.131 through .143)

13.2.a You are required to follow the provisions of the Fly America Act (49 USC 40118). The regulations regarding the Fly America Act are available at 41 CFR 301-10.131-143. Any air travel paid in whole or in part with National Endowment for the Arts funds must be on a U.S. flag air carrier or a foreign air carrier under an air transport agreement (code share agreement) with the United States when these services are available.

13.2.b For travel under an air transport agreement (code share agreement) the ticket, or documentation for an e-ticket, must identify the U.S. flag carrier's designator code and flight number, e.g. American Airlines (AA) 1606 operated by Air France.

13.2.c There are some exceptions to the Fly America Act, see 41 CFR 301-10.135-138. If you do use a foreign air carrier you must provide us with a certification, including a justification as to why your travel met one of the exceptions. We may request additional information if necessary.

Lower cost, convenience, or traveler preferences are NOT acceptable reasons for using a foreign air carrier.

13.3 Foreign Travel. Foreign travel is defined as any travel outside the United States, its territories and possessions.

For foreign travel that was not originally approved in your award, you must request written approval from the Office of Grants Management before travel is undertaken (§200.308.)

14. Changes in Your Project: Amendments (2 CFR 200.308)

14.1 You are required to carry out a project consistent with the application or proposal approved for funding by the National Endowment for the Arts. Amendment requests are considered on a case-by-case basis, and approval is not guaranteed.

Until you receive written approval from the Office of Grants Management, you may only incur costs consistent with the terms and conditions of the award in effect at the time of your request.

Detailed information about how to request an amendment can be found in the *How to Manage Your National Endowment for the Arts Award and eGMS Reach Handbook*.

14.1.a We have the right to request additional information, such as updates on specific project activities, including a revised budget or an itemized list of actual expenditures, as needed.

14.1.b If your organization is undergoing an audit by the National Endowment for the Arts Inspector General's office, amendments of the award(s) in question will be reviewed in conjunction with the audit resolution process.

14.2 The following types of amendments **require written approval from the Office of Grants Management:**

14.2.a Period of performance changes. This may include a new start date (no earlier than the earliest allowable start date per the Arts Endowment's guidelines), as well as an end date extension. Provide a brief justification for the change.

14.2.b Final report filing extension. This may include the Final Descriptive Report, Federal Financial Report, Geographic Location of Project Activity Report, and if required, a work product.

14.2.c Project scope changes. These include changes to the approved project activities, focus of content, significant changes in targeted participants, and changes in the breadth or impact of projects. These also include:

- (1) Changes in artists or key partners, if they were specifically identified as confirmed in the application or project budget. (Exception: Festival artist substitutions do not require a scope change, unless they were “headliners.”) Provide a short biography for each artist.
- (2) Changes in an activity’s location that may impact historic buildings or sites. (A project involving or occurring near a district, site, building, landscape, structure or object that is 50 years old or older). Complete the NHPA / NEPA Questionnaire.
- (3) Changes in the primary partner for Our Town grantees or other National Endowment for the Arts funding opportunities where primary partners are required.
- (4) Changes in the lead researcher for awards made by the Office of Research & Analysis (award number XXXXXXX-38-XX or XXXXXXX-38-C-XX).

14.2.d Budget Revisions.

- (1) Budget changes due to a significant change in the scope of the National Endowment for the Arts-supported project. If in doubt, contact the Office of Grants Management for guidance.
- (2) Adding permanent equipment.
- (3) Adding foreign travel.
- (4) Adding indirect/F&A costs allowable under a Federally-negotiated rate.

14.3 The following changes **do not** require written approval from us:

14.3.a Project activities.

- (1) Changes in organizational management/project administration (unless specified in your award document).
- (2) Changes in artists, participants, or project partners that were not identified specifically in the approved project. (This is common with festivals.)
- (3) Addition or removal of auxiliary programming as long as it does not impact the overall project scope.
- (4) Changes in project venues or touring locations, as long as: all project locations are fully accessible in compliance with Section 504 and the ADA, or specific accommodations will be made appropriately; and, the constituency to be reached is the same as originally approved.

14.3.b Budget revisions.

- (1) Transfers among direct cost line items (not including transferring funds to travel for international travel).
- (2) Elimination or addition of an allowable project cost that does not affect the scope of the award.

- (3) Replacement of in-kind match with cash match or other changes in match sources, as long as they meet all other cost share requirements.

14.4 Declining an Award. You may decide to decline the award after it has been made. Please see *How to Manage Your National Endowment for the Arts Award and eGMS Reach Handbook* for instructions.

15. Performance and Financial Reporting (2 CFR 200.327-344)

More information can be found in the *How to Manage Your National Endowment for the Arts Award and eGMS Reach Handbook*. **Report forms and instructions are also on our website.**

15.1. Progress Report (20 USC 954(j)). A progress report is required once the cumulative amount of National Endowment for the Arts funds requested exceeds two-thirds of the award amount. This information is most often reported on the payment request form submission, and must be approved before we release funds that exceed this amount.

15.2 Specific Reporting Requirements (§200.208). We may require you to submit certain information before funds can be released (e.g., verification of compliance with NEPA/NHPA requirements, a signed contract, in-kind documentation, an itemized list of actual expenditures to date, etc.) or at other times during the project. These Specific Terms and Conditions will be included in your award notification when applicable.

15.3 Final Reports (§200.339 and .344). To close out your award you must submit the following no later than 120 days after the period of performance end date (85 FR 49529 August 13, 2020):

15.3.a A Final Descriptive Report (FDR) that provides us with information on the performance of your award activities and associated data,

15.3.b A Federal Financial Report (FFR),

15.3.c Geographic Location of Project Activities report and,

15.3.d Any required work product(s) as identified.

15.4 Monitoring and Reporting Program Performance (§200.329 (b- c)). It is expected that the approved project, as described in the application, approved in the Notice of Action, and, if applicable, as amended with the approval of the Arts Endowment, will be completed by the end date of the period of performance. The goals and performance of the project will be measured and evaluated against the requirements described in the Arts Endowment guidelines for your particular award.

15.5 Failure to submit required reports (200.344(h) and (i)). You are required to submit all final reports within 120 days from the end date of the period of performance, or by the extended due date as amended. There are *severe* consequences if final reports are not received by the deadlines.

- This includes the Arts Endowment's withdrawal of any funds still available on the award, and eligibility for new awards.

15.5.a Failure to submit the required final reports for any award(s) renders you ineligible to receive National Endowment for the Arts funding for five (5) years following the final report due date of the award(s) or until the delinquent final reports are submitted, whichever occurs first.

Acceptability of final reports may also affect eligibility for new awards. These failures may also affect our ability to release funds on any other open awards. Federal awarding agencies may also pursue other enforcement actions (§200.339 and §200.344(i)).

15.5.b. Federal Awardee Performance and Integrity Information System or FAPIIS.

If you do not submit all reports within one year of the approved period of performance end date, the National Endowment for the Arts must report to FAPIIS your material failure to comply with the terms and conditions of the award. (85 FR 49529 August 13, 2020)

For awards issued under previous General Terms and Conditions after October 1, 2014 and before November 11, 2020, see below:

15.5.c For awards issued from October 1, 2014, to September 30, 2017. Failure to submit required and satisfactory final reports within 210 days after the period of performance end date will result in the withdrawal of any funds remaining on that award and the award will be closed out (see **19. Closeouts, Adjustments, etc.**).

For awards issued after October 1, 2017. Required final reports must be received within 150 days after the period of performance end date, and must be determined to be acceptable. Failure to do so will result in the actions as noted above.

16. Property Standards: Use and Disposition

16.1 Property may include commissioned, purchased, or fabricated art work(s) approved under the National Endowment for the Arts award. Unless otherwise specified, you will have title to this property, without further obligation to the Federal government, provided that it will be used for similar activities. One example of similar activity is selling the art work to another museum or visual art center with the intention that it will be available to the public. It may not be de-accessioned to a private collector where it would no longer be on view to the public.

16.2 Equipment (§200.1) includes tangible, nonexpendable, personal property

- Having a useful life of more than one (1) year, and
- A per unit cost that equals or exceeds the lesser of the
 - Capitalization level established by your organization, or
 - \$5,000
- That have been approved to purchase under the National Endowment for the Arts award.

16.2.a Buy American Act (41 USC 8301-8305) and Domestic Preference for Procurement (§200.322)

You are strongly encouraged to purchase American-made equipment in accordance with the "Buy American Act". Furthermore, you should, to the greatest extent, provide a preference for the purchase, acquisition, or use of goods, products, or materials (beyond equipment) produced in the United States.

16.2.b Disposition Instructions (§200.313(e) and (e)(1)). Unless otherwise specified, you will have title to equipment commissioned, purchased, or fabricated under the award, without further obligation to the Federal government, provided that it will be used for activities similar to those approved by us.

Items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the National Endowment for the Arts.

16.3 Supplies (§200.314) include computing devices. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value, including computing devices purchased for \$5,000 or less per unit, you may retain them without further obligation to the Federal government, provided that they will be used for activities similar to those approved by us.

16.4 Intangible Property (§200.315).

16.4.a You may copyright any material that is subject to copyright and was developed, or for which ownership was acquired, under the National Endowment for the Arts award during the period of performance. For procedural information, visit the U.S. Copyright Office at www.copyright.gov. (§200.315(b)).

16.4.b We reserve a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use work, as well as data, produced under a Federal award for Federal government purposes. We also have the right to authorize others to do the same (§200.315 (b), (d), and (e)).

16.4.c We strongly recommend that any publication that results from this award be cataloged by the Cataloging in Publication Program of the Library of Congress before final printing. This method of cataloging enables libraries to acquire and process books quickly. Publishers ineligible for this program may be eligible for the Library's Preassigned Control Number Program. Entering these titles in a national bibliographic database leads to greater dissemination of publications. For procedural information, visit the Library of Congress at <http://www.loc.gov/publish/cip/>.

17. Record Retention (2 CFR 200.334) and Access

17.1 Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final Federal Financial Report (FFR).

Exceptions include if litigation, claim, or audit is started before the expiration of the three-year period, or if we notify you in writing to extend the retention period.

17.2 Standards for Documentation of Personnel Expenses (§200.430(i)(1)). Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. The records must comply with your organization's internal controls and established accounting policies. Records must support these costs for both the Federal funds and cost share requirements. We may require personnel activity reports or equivalent documentation if necessary (§200.430(i)(8)). Also see 11.2 regarding in-kind.

17.3 Records for equipment must be retained for three (3) years after final disposition (§200.334(c)).

17.4 Access to Federal award information.

17.4.a During the period of performance and the subsequent retention period, the National Endowment for the Arts Inspector General, the Comptroller General of the United States, or any of our authorized representatives has the right of access to any documents, papers, or other records which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to your personnel for the purpose of interview

and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but last as long as records are retained (§200.337).

- 17.4.b** Federal award-related information should be collected and stored in open and machine-readable formats whenever practicable (§200.336). In addition, restrictions on public access are generally limited to protected personally identifiable information (PII) and FOIA and other applicable exemptions (§200.338).

18. Noncompliance

18.1 Remedies (§200.339). If you fail to comply with Federal statutes, regulations, or the terms and conditions of our award, we may impose additional conditions, as described in §200.208. If we determine that noncompliance cannot be remedied by imposing additional conditions, we may take one or more of the following actions, as appropriate in the circumstances:

18.1.a Temporarily withhold cash payments pending correction of the deficiency, or more severe enforcement action.

18.1.b Disallow the use of National Endowment for the Arts funds or your cost share/match for the unallowable costs or activities.

18.1.c Wholly or partly suspend or terminate the National Endowment for the Arts award.

18.1.d Initiate suspension or debarment proceedings as authorized under 2 CFR 180 and our regulations at 2 CFR 32.3254.

18.1.e Withhold further National Endowment for the Arts awards.

18.1.f Take other remedies that may be legally available.

18.2 Termination (§200.340). A termination occurs during the award period of performance. The Federal award may be terminated in whole or in part as follows,

18.2.a By us, if you fail to comply with the terms and conditions of a Federal award;

18.2.b By us, to the greatest extent authorized by law, if the award no longer meets the program goals or addresses agency priorities; (85 FR 49529 August 13, 2020)

18.2.c By us, with your consent, in which case we will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

18.2.d By you, upon sending us written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if we determine that the reduced or modified portion of the award will not accomplish the purposes or which it was made, we may terminate the award in its entirety.

18.3 Termination Provisions (§200.340(b)) may be included in Specific Terms for an individual award; a notification of intent by us to terminate, or other options. We reserve the right to take additional actions such as,

- Requiring you to return a portion or all of the award funds,
- Requesting that you remove acknowledgement of National Endowment for the Arts support,
- Recommending government-wide suspension, or
- Taking other legally available remedies.

You will be notified of such actions and be given an opportunity to provide information and come into compliance (200.340(c) and (200.341).

18.4 If your award is terminated due to your material failure to comply with the Federal award terms and conditions (see 18.2.a) during the period of performance, the Arts Endowment is required to report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) per §200.340(c). The information will be available in the system for 5 years from the date of termination.

18.5 Government-wide suspension and debarment will follow a process in conjunction with our Office of Inspector General (see also 2 CFR Part 180).

19. Closeout, Adjustments, and Continuing Responsibilities (2 CFR 200.344-345)

After the period of performance end date, the next stage of an award's life is termed closeout. During the closeout process, the Arts Endowment reviews final reports and other items to determine if all applicable administrative actions and all required work of the award have been completed in an acceptable manner and in accordance with the terms and conditions of the award (see 15 above).

As a reminder, acceptable final reports must be submitted within 120 days of the approved period of performance end date of the award.

19.1 If you do not submit all required reports within one year of the approved period of performance end date, the National Endowment for the Arts is required to report your organization's material failure to comply with the terms and conditions of the award to the OMB-designated integrity and performance system (FAPIIS).

We may also pursue other enforcement actions (§200.344(i) and 200.339 (see 18.1 Remedies, above)).

19.2 If you need to return National Endowment for the Arts funds that you are not using, or you are not going to draw down all of the Arts Endowment award funds, follow the instructions in the *How to Manage Your National Endowment for the Arts Award and eGMS Reach Handbook*.

19.3 The closeout of a Federal award does not affect any of the following:

19.3.a Our right to disallow costs and recover funds on the basis of a later audit or other review within the record retention period.

19.3.b Your obligation to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

- 19.3.c** Our ability to make financial adjustments to a previously closed award.
- 19.3.d** Audit requirements if you must have a Single or Program-Specific Audit (see below).
- 19.3.e** Property management and disposition requirements.
- 19.3.f** Records retention as required in §200.334-337.

20. Single Audit Requirements (2 CFR 200.501)

The threshold for requiring a Single Audit or Program-specific audit is \$750,000 in yearly expenditures of Federal funds. This amount is the aggregate of funds from all Federal sources. If your organization meets or exceeds this threshold, a percentage of Single Audits costs may be included in your award budget. Otherwise, audit costs are unallowable (§200.425).

If you have questions about a Single Audit, contact the Office of Inspector General at (202) 682-5402 or oig@arts.gov.

Appendix A: National Policy and Other Legal Requirements, Statutes, and Regulations that Govern Your Award

You must ensure that the funded project is implemented in full accordance with the US Constitution, Federal Law, and public policy requirement: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibit discrimination (§200.300).

As a registrant with SAM.gov, in most cases, you have already self-certified to the “Financial Assistance General Certifications and Representations,” including attesting to the accuracy of the certification and acknowledging that you may be subjected to criminal prosecution under Section 1001, Title 18 USC, or civil liability under the False Claims Act if you have misrepresented the information. A copy of this Financial Assistance Certifications Report is available in your SAM.gov entity registration record.

1. Nondiscrimination Policies

As a condition of receipt of Federal financial assistance, you acknowledge and agree to execute your project, and require any contractors, successors, transferees, and assignees to comply with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

- 1.a Title VI of the Civil Rights Act of 1964, as amended**, and implemented by the National Endowment for the Arts at 45 USC 1110, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. Title VI also extends protection to persons with limited English proficiency (42 USC 2000d et seq.)
- 1.b As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency**, national origin discrimination includes discrimination on the basis 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. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons in conducting your programs and activities. For assistance and information go to www.arts.gov/foia/reading-room/nea-limited-english-proficiency-policy-guidance.
- 1.c Title IX of the Education Amendments of 1972, as amended**, provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance (20 USC 1681 et seq.)
- 1.d The Age Discrimination Act of 1975, as amended**, provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (42 USC 6101 et seq.)
- 1.e The Americans with Disabilities Act of 1990 (ADA), as amended**, prohibits discrimination on the basis of disability in employment (Title I); State and local government services (Title II); and places of public accommodation and commercial facilities (Title III) (42 USC 12101-12213).
- 1.f Section 504 of the Rehabilitation Act of 1973, as amended**, provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (29 USC 794).

Access should be integrated into all facets and activities of an organization, from day to day operations to long range goals and objectives. Access accommodations and services should be given a high priority and funds should be available for these services. All organizations are legally required to provide reasonable and necessary accommodations for staff and visitors with disabilities.

Section 504 - Self-Evaluation and Additional Resources

- i. A Section 504 self-evaluation **must** be on file at your organization. To help your organization evaluate its programs, activities, and facilities to ensure full compliance with Section 504 accessibility requirements, the Civil Rights Office has a *Section 504 Self Evaluation Workbook* available on our website.
- ii. You should designate a staff member to serve as a 504 Coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three (3) years from the date the Federal Financial Report (FFR) is filed, and made available to the public and the National Endowment for the Arts upon request. The NATIONAL ENDOWMENT FOR THE ARTS may request the 504 Workbook or your compliance documents for various potential scenarios including an Inspector General audit and/or civil rights investigation.
- iii. *Design for Accessibility: A Cultural Administrator's Handbook* provides guidance on making access an integral part of an organization's staffing, mission, budget, and programs. This Handbook and other resources may be downloaded from the National Endowment for the Arts website. If you have questions, contact the Office of Accessibility at accessibility@arts.gov; (202) 682-5532; FAX (202) 682-5715; or TTY (202) 682-5496.

2. Environmental and Preservation Policies

2.a The National Environmental Policy Act of 1969, as amended, applies to any Federal funds that would support an activity that may have environmental implications. We may ask you to respond to specific questions or provide additional information in accordance with the Act. If there are environmental implications, we will determine whether a categorical exclusion may apply; to undertake an environmental assessment; or to issue a "finding of no significant impact," pursuant to applicable regulations and 42 USC Sec. 4332.

2.b The National Historic Preservation Act of 1966, as amended, applies to any Federal funds that support activities that have the potential to impact any structure eligible for or on the National Register of Historic Places, adjacent to a structure that is eligible for or on the National Register of Historic Places, or located in a historic district, in accordance with Section 106. This also applies to planning activities that may affect historic properties or districts. We will conduct a review of your project activities, as appropriate, to determine the impact of your project activities on the structure or any affected properties. Agency review must be completed prior to any agency funds being released. You may be asked to provide additional information on your project to ensure compliance with the Act at any time during your award period (16 USC 470).

Other National Policies

3. Debarment and Suspension. You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR 180, as adopted by the National Endowment for the Arts in 2 CFR 32.3254.

There are circumstances under which we may receive information concerning your fitness to carry out a project and administer Federal funds, such as:

- i. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;
- ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- iii. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.

In these circumstances, we may need to act quickly to protect the interest of the government by suspending your funding while we undertake an investigation of the specific facts. We may coordinate our suspension actions with other Federal agencies that have an interest in our findings. A suspension may result in your debarment from receiving Federal funding government-wide for up to three (3) years.

4. The Drug Free Workplace Act requires you to publish a statement about your drug-free workplace program. You must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out.

You must maintain on file the place(s) where work is being performed under this award (i.e., street address, city, state, and zip code). You must notify the National Endowment for the Arts Office of Grants Management of any employee convicted of a violation of a criminal drug statute that occurs in the workplace (41 USC 701 et seq. and 45 CFR 1155).

5. Lobbying. You may not conduct political lobbying, as defined in the statutes and regulations listed below, within your Federally-supported project. In addition, you may not use Federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:

- 5.1** No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities (18 USC 1913).
- 5.2** Lobbying (2 CFR 200.450) describes the cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans as an unallowable project cost. The regulation generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public.
- 5.3** Certification Regarding Lobbying to Obtain Awards. Section 319 of Public Law 101-121, codified at 31 USC 1352, prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be

included in your project budget, and their use must be disclosed to the awarding Federal agency. Disclosure of lobbying activities by long-term employees (employed or expected to be employed for more than 130 days) is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.

6. Davis-Bacon and Related Acts (DBRA), as amended, requires that each contract over \$2,000 to which the United States is a party for the construction, alteration, or repair of public buildings or public works (these activities include, but are not limited to, painting, decorating, altering, remodeling, installing pieces fabricated off-site, and furnishing supplies or equipment for a work-site) must contain a clause setting forth the minimum wages to be paid to laborers and mechanics employed under the contract. Under the provisions of DBRA, contractors or their subcontractors must pay workers who qualify under DBRA no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

Information about the laborers and projects that fall under DBRA can be found in the Department of Labor's Compliance Guide at www.dol.gov/compliance/guide/dbra.htm. DBRA wage determinations are to be used in accordance with the provisions of Regulations, [29 CFR Part 1](#), [Part 3](#), and [Part 5](#), and with DOL's Compliance Guide. The provisions of DBRA apply within the 50 states, territories, protectorates, and Native American nations (if the labor is completed by non-tribal laborers).

7. The Native American Graves Protection and Repatriation Act of 1990 applies to any organization that controls or possesses Native American human remains and associated funerary objects and receives Federal funding, even for a purpose unrelated to the Act (25 USC 3001 et seq.).

8. U.S. Constitution Education Program. Educational institutions (including but not limited to "local educational agencies" and "institutions of higher education") receiving Federal funds from any agency are required to provide an educational program on the U.S. Constitution on September 17 (P.L. 108-447, Division J, Sec. 111(b)). For more information on how to implement this requirement and suggested resources, see www2.ed.gov/policy/fund/guid/constitutionday and <http://thomas.loc.gov/teachers/constitution.html>.

9. Prohibition on use of funds to ACORN or its subsidiaries. None of the Federal or matching funds expended for your awarded project may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries (P.L. 111-88 Sec. 427).

Signature: *nina robinson*

Email: nina.robinson@cityofsouthfultonga.gov

**A RESOLUTION BY THE CITY TO ACCEPT AND RECEIVE FEDERAL MATCHING
GRANT FUNDS FROM THE NATIONAL ENDOWMENT FOR THE ARTS AND TO
PROVIDE FOR MATCHING FUNDING AND 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, the City Council desires to authorize the Mayor, City Manager, Interim Financial Director and City Attorney, to execute and provide the necessary documentation and matching funding to accept and receive matching grant funds from the National Endowment for the Arts that will support students and citizens of the City of South Fulton in growth, pursuit and enhance in Media Arts as set forth herein; and

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 authorizes the Mayor, City Manager and City Attorney to further implement, produce and execute all necessary documents, reports and/or forms to comply with the relevant federal, state and/or local laws, regulations or ordinances for the receipt and retention of federal matching grant funds from the National Endowment for Arts that are consistent with the General Terms and Conditions for Grants and Cooperative Agreements to Organizations attached hereto.

Section 2. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, It is the express Intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render Invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 3. The city attorney and 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]

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of a Resolution Recognizing the Sale by the Cowart Estate of its Remaining Tree Credits

DATE: February 23, 2021

SUBJECT: Request Council Approval of a Resolution Recognizing the Sale by the Cowart Estate of its Remaining Tree Credits

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Cowart Lakes Tree Credit	Cover Memo	2/18/2021
Resolution Approving Cowart Lake Tree Credits (022321)	Cover Memo	2/18/2021
CW Lake 1	Cover Memo	2/18/2021
CW Lake 2	Cover Memo	2/18/2021
CW Lake 3	Cover Memo	2/18/2021
CW Lake 4	Cover Memo	2/18/2021
CW Lake 5	Cover Memo	2/18/2021
CW Lake 6	Cover Memo	2/18/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date		Requesting Department		Council District(s) Affected	
		City Manager		Districts 1-7	
Requested Action Approval and recognition of the sale by the Cowart Estate, fka, Cowart Lake Ventures, LP of its remaining Tree Credits to South Fulton Developers.					
Requirements for Council Action (City specific Council policy, statute or code requirement) City Manager and staff recommends approval					
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) On January 1, 2000, Fulton County enacted its Tree Preservation Ordinance and Administrative Guidelines to provide a means for the County to recover for the environmental impact from developers damaging and/or removing trees during land disturbance and/or construction activities. In September of 2009, Fulton County entered into a Development Agreement, pursuant to OCGA 36-71-13, with Cowart Lake Ventures, LP ("Cowart Lake"), for the construction and permanent easement of a motorized, pedestrian and biking trail, trail facilities and green space, in lieu of requiring Cowart Lake to make monetary payment to the County's Tree Replacement/Recompense Fund and issued Cowart Lake Tree Credits for future development projects in Fulton County. The City of South Fulton on November 27, 2018 and January 14, 2020 adopted and/or amended its ordinances to recognize Tree Preservation and Guidelines in similar or substantial form to Fulton County.					
Funding Source (if applicable) N/A					
Financial Impact (if applicable) N/A					
Financial Impact Statement Received Yes ☐ No ☒					
Legislative Process Complete Yes ☐ No ☐					
Department Director Approval _____ _____			Finance Director Approval _____		
Assistant City Manager Approval _____		City Attorney Approval 2/18/21		City Manager Approval Tammi Saddler Jones	

**A RESOLUTION BY THE CITY OF SOUTH FULTON TO APPROVE AND
RECOGNIZE THE SALE BY COWART LAKE VENTURES, LP, BY AND THROUGH
ITS ESTATE OF THE REMAINING TREE RECOMPENSE CREDITS TO SOUTH
FULTON DEVELOPERS 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, in January of 2000, Fulton County enacted a Tree Preservation Ordinance and Administrative Guidelines to provide a means for the County to recover for the environmental impact from developers damaging and/or removing trees during land disturbance and/or construction activities.

WHEREAS, in September of 2009, Fulton County entered into a Development Agreement, pursuant to OCGA 36-71-13, with Cowart Lake Ventures, LP ("Cowart Lake"), for the construction and permanent easement of a motorized, pedestrian and biking trail, trail facilities and green space.

WHEREAS, in lieu of requiring Cowart Lake to make monetary payment to the County's Tree Replacement/Recompense Fund, Fulton County issued Cowart Lake Tree Credits for future development projects in Fulton County.

WHEREAS, after the creation of the City of South Fulton, Fulton County, Georgia, in its capacity as administrator of the Tree Credits does not object to Cowart Lake, its successors or assigns, using its Tree Credits in the relevant or effected municipal jurisdictions located within Fulton County as long as they consent to the same.

WHEREAS, the City of South Fulton on November 27, 2018 and January 14, 2020 respectively adopted and/or amended its ordinances to recognize Tree Preservation and Guidelines in similar or substantial form to Fulton County.

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 authorizes the Mayor, City Manager and City Attorney to further implement and/or execute all necessary documents to effectuate the transfer and filing of the permanent easement that is associated with the motorized, pedestrian, bike trail and/or facilities as set forth and described in the September 2009 Development Agreement and Assignment and Assumption of Easement Agreement, to ensure that the maintenance of the trail and its facilities remain the responsibility of Cowart Lake Ventures, LP, its successors or assigns and property owners and Tree Credits.

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]

OFFICE OF THE COUNTY ATTORNEY

Patrise Perkins-Hooker
COUNTY ATTORNEY

TELEPHONE (404) 612-0246
FACSIMILE (404) 730-6324



November 2, 2020

Linda Cowart
4720 Chamblee Dunwoody Road
Dunwoody, Georgia 30338

RE: Cowart Lake Ventures, L.P. Tree Replacement Fund Credits

Dear Ms. Cowart:

In 2009, Cowart Lake Ventures, L.P. ("Cowart") and other entities related to Cowart entered into that certain Development Agreement with Fulton County, Georgia. Under the Development Agreement, Cowart possesses certain Tree Replacement Fund Credits ("Tree Credits") which, as of this writing, are valued at \$574,108.20.

We understand that Cowart, or its assigns, desire to use the Tree Credits for development projects within the jurisdiction of municipalities located, in whole or in part, within Fulton County, Georgia. Fulton County, Georgia, in its capacity as administrator of the tree credits, does not object to Cowart, or its assigns, utilizing such Tree Credits if the relevant jurisdiction(s) located within Fulton County consent to the same. We are not responsible for coordinating or facilitating the use of these credits. If consent is obtained from a municipality, it shall be the responsibility of Cowart and the relevant jurisdiction to notify Fulton County, Georgia, when Tree Credits are used in that jurisdiction. If further documentation is needed to effectuate the use of the tree credits, please contact us for assistance.

With best regards, I am

Very truly yours,

A handwritten signature in cursive script, reading "Patrie Perkins-Hooker".
Patrie Perkins-Hooker
County Attorney

xc: Richard "Dick" Anderson, County Manager
Anna Roach, Chief Operating Officer
Timothy Dimond, Deputy Director of Real Estate and Asset Management
Steven Rosenberg, Deputy County Attorney
Denval Stewart, Senior Assistant County Attorney
Patrick J. O'Connor, Assistant County Attorney

P:\CA\Projects\Land\Cowart Tree Credits - COSF\11.04.20, Cowart Tree Credit Letter.docx

Maintenance of the Trail Facilities located in the City of South Fulton, GA.

This document is to memorialize the agreement between Cowart Lake Ventures, LP and Walton Lakes, LLC, the Legacy at Walton Lakes L.P. and Savannah Park LLC (the "Property Owners") regarding certain property located in the City of South Fulton, Georgia on which a perpetual, non-exclusive conservation easement was granted to Fulton County and its successors on September 16, 2009.

WHEREAS the Property Owners entered into a Development Agreement with Fulton County regarding the development of public trail facilities and the approximately fifty-three and one-half (53.5) acres of related green space, which is fully depicted in Exhibit B to the Development Agreement (the "Green Space Property").

WHEREAS the Development Agreement is "binding on all parties (and) shall inure to the benefit of the successors and assigns of the parties."

WHEREAS the Easement Agreement grants a perpetual, non-exclusive conservation easement on the Green Space Property to Fulton County, its successors and assigns.

WHEREAS as part of the Development Agreement, Fulton County accepted the grant of permanent easement on the Green Space Property as payment in full of all amounts that are and would otherwise be due and payable to the Tree Replacement Fund under Fulton County's Tree Ordinance and Specimen Tree Recompose provisions of Fulton County's Administrative Guidelines and allocated certain Tree Replacement Fund credits to the Property Owners as part of this acceptance.

WHEREAS in 2016 the General Assembly passed H.B. 514 which authorized the residents of unincorporated south Fulton County to participate in a referendum that, if adopted, would create the new City of South Fulton.

WHEREAS on November 8, 2016, a majority of the residents of unincorporated south Fulton County voted to create the City of South Fulton. As a result, all unincorporated areas of Fulton County, including the Green Space Property, became a part of the City of South Fulton.

WHEREAS Fulton County ordinances remain in full force and effect in the City of South Fulton until the City enacts an ordinance that would replace or supersede said ordinance.

WHEREAS to date, the City of South Fulton has passed an ordinance that would replace or supersede Fulton County's Tree Ordinance and Its Administrative Guidelines.

WHEREAS the Property Owners developed and currently own apartment complexes adjacent to the Green Space Property.

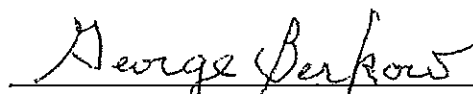
WHEREAS Cowart Lake Ventures, L.P. desires to sell its remaining Tree Replacement Fund Credits to Hybass Properties, LLC (the Sale").

NOW THEREFORE In order to assist In the Sale and for and In consideration of Ten and 00/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the Property Owners do hereby agree as follows:

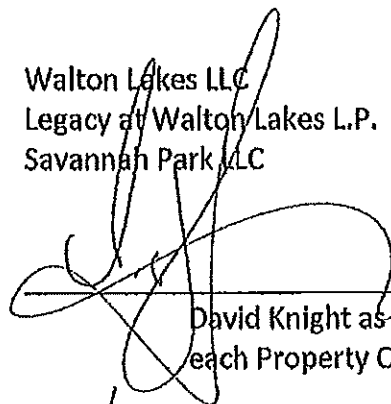
Cowart Lake Ventures LP shall maintain the public trail facilities located on the Green Space Property.

The Property Owners will maintain the public trail facilities located on the Green Space Property so long as said Property Owners own the apartment complexes adjacent to the Green Space Property.

Cowart Lake Ventures LP
By Jim Cowart Inc.


George Berkow, President

Walton Lakes LLC
Legacy at Walton Lakes L.P.
Savannah Park LLC


David Knight as authorized signatory of
each Property Owner

Date: 6/3/19

RETURN TO:

Cross Reference To:

Deed Book 48599, Page 376,
Fulton County, Georgia Records

ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT

THIS ASSIGNMENT OF EASEMENT AGREEMENT (this "Assignment"), made and entered into as of the ____ day of _____, 2020, by and between FULTON COUNTY, a political subdivision of the State of Georgia ("Assignor"), and CITY OF SOUTH FULTON, a municipal corporation of the State of Georgia ("Assignee").

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by each party to the other party, and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Agreement. Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the following agreement (the "Assigned Agreement"):

- (a) Easement Agreement, dated September 16, 2009, by and between Walton Lakes, LLC, a Georgia limited liability company, Cowart Lake Ventures, L.P., a Georgia limited partnership, Savannah Park, LLC, a Georgia limited liability company and Fulton County, Georgia, a political subdivision of the State of Georgia, recorded in Deed Book 48599, Page 376, Fulton County, Georgia Records; and

2. Assumption. Assignee accepts the assignment of the Assigned Agreement, and Assignee hereby assumes and agrees to perform all of the obligations of Assignor under the Assigned Agreement arising from and after the date hereof.

3. Miscellaneous. Time is of the essence of this Assignment. This Assignment shall be interpreted and governed in accordance with the laws of the State of Georgia. This Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee, and their respective successors, successors-in-title, assigns, heirs, executors, administrators and representatives. The headings inserted at the beginning of each Paragraph are for convenience only and do not add to or subtract from the meaning of the contents of the Paragraph. This Assignment represents the entire and complete agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral and cannot be varied except by written agreement between the parties. Should any provision of this Assignment require judicial interpretation, it is hereby 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. Each party may rely upon a facsimile, other electronically transmitted signatures or "pdf" counterparts of this Assignment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

4. Counterparts. To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this Assignment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and year first above written.

Signed, sealed, and delivered this _____
day of _____, 2020
in the presence of

FULTON COUNTY, a political subdivision
of the State of Georgia

Witness

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Notary Public

Attest: _____
Tonya R. Grier
Clerk to the Commission

[NOTARY SEAL]

[AFFIX COUNTY SEAL]

APPROVED AS TO FORM

This _____ day of _____, 2020

Office of Fulton County Attorney

Signed, sealed, and delivered this _____
day of _____, 2020
in the presence of

Witness

Notary Public

CITY OF SOUTH FULTON, a municipal
corporation of the State of Georgia

By: _____

Title: _____

Attest: _____

Title: _____

[AFFIX CITY SEAL]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rhodes Risk Advisors 3340 Peachtree Rd. Suite 1755 Atlanta GA 30326		CONTACT NAME: Brian McKay PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): (404) 806-4335 E-MAIL ADDRESS: [REDACTED]																						
INSURED Walton Lakes LLC 2181 New Market Parkway Marietta GA 30067		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Regent Insurance Company</td> <td>24449</td> </tr> <tr> <td>INSURER B:</td> <td>Accident Fund National Ins. Co.</td> <td>12305</td> </tr> <tr> <td>INSURER C:</td> <td>Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER D:</td> <td>Travelers Casualty & Surety Co.</td> <td>31194</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Regent Insurance Company	24449	INSURER B:	Accident Fund National Ins. Co.	12305	INSURER C:	Great American Insurance Company	16691	INSURER D:	Travelers Casualty & Surety Co.	31194	INSURER E:			INSURER F:		
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INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: CL174501291

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR		CCI1114340	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000
	☒ BI/PD Ded: \$5,000	X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 5,000
	☐ POLICY ☐ PRO-JECT ☒ LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY					
	☐ ANY AUTO		CCI1114340	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	UMBRELLA LIAB	☒ OCCUR				
	EXCESS LIAB	☐ CLAIMS-MADE	CGU1114340	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 25,000,000
	DED	RETENTION \$ 10,000				AGGREGATE \$ 25,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	1800007361	4/1/2018	4/1/2019	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Excess Liability		88E0203848	4/1/2018	4/1/2019	Each Occurrence/Aggregate 15,000,000
D	Crime (Retention - \$15,000)		105899285	4/1/2018	4/1/2019	Each Occurrence \$1,300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 4687 Camp Creek Parkway, Atlanta, GA 30331

Certificate Holder is included as Additional Insured as respects the General Liability policy, pursuant to and subject to the policy's terms, conditions, definitions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City of South Fulton Attention: Mayor 5440 Fulton Industrial Blvd. Atlanta, GA 30336	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mike Davis/MCKAY
---	---

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ACORD 25 (2014/01)
INS025 (201401)

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SOUTTRU-01

AHILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C38861 Chantilly-Alliant Ins Svc Inc. 4530 Watney Rd Ste 200 Chantilly, VA 20151-2285		CONTACT Anna Hill NAME: Anna Hill PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): (703) 397-0995 E-MAIL: [REDACTED] ADDRESS: [REDACTED]	
INSURED Southeastern Trust for Parks and Land, Inc. PO Box 331 Avondale Estates, GA 30002		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20281	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	35990507	12/01/2018	12/01/2019	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Each occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPOF AGG	\$ Included
							\$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		35990507	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (Each accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE	\$
	DED	RETENTION \$				AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is included as an additional insured on the general liability as required by written contract.							

CERTIFICATE HOLDER

CANCELLATION

City of South Fulton 5440 Fulton Industrial Blvd. Atlanta, GA 30336	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rhodes Risk Advisors 3340 Peachtree Road NE Suite 2015 Atlanta GA 30326		CONTACT NAME: Carla R Curry, CIC, CRM, ACSR PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): (404) 806-4335 E-MAIL ADDRESS: [REDACTED]																						
INSURED Walton Lakes LLC 2181 New Market Parkway Marietta GA 30067		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>The Hartford Mutual Insurance Company</td> <td>14141</td> </tr> <tr> <td>INSURER B:</td> <td>Merchants National Insurance Company</td> <td>12775</td> </tr> <tr> <td>INSURER C:</td> <td>Accident Fund Insurance Company of America</td> <td>10166</td> </tr> <tr> <td>INSURER D:</td> <td>North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER E:</td> <td>Great American Ins. Co. of NY</td> <td>22136</td> </tr> <tr> <td>INSURER F:</td> <td>Travelers Casualty & Surety Company of America</td> <td>31194</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Hartford Mutual Insurance Company	14141	INSURER B:	Merchants National Insurance Company	12775	INSURER C:	Accident Fund Insurance Company of America	10166	INSURER D:	North River Insurance Company	21105	INSURER E:	Great American Ins. Co. of NY	22136	INSURER F:	Travelers Casualty & Surety Company of America	31194
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COVERAGES

CERTIFICATE NUMBER: CL1932903730

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Terrorism Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		9184950	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			9184950	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y		EXL0001117	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1800011169	04/01/2019	04/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Excess Liability (Terrorism Included)			5228055648	04/01/2019	04/01/2020	Each Occurrence 15,000,000 Aggregate (\$15M XS \$10M) 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 4687 Camp Creek Parkway; Atlanta, GA 30331

Certificate Holder is included as Additional Insured as respects the General Liability policy, pursuant to and subject to the policy's terms, conditions, definitions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government Attn: Director of Public works 141 Pryor Street SW Atlanta GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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ADDITIONAL COVERAGES									
Ref # E	Description Excess Liability - (\$15M XS \$25M)				Coverage Code XLS	Form No.	Edition Date		
Limit 1 15,000,000	Limit 2 15,000,000	Limit 3	Deductible Amount NIL	Deductible Type	Premium				
Ref # F	Description Employee Theft				Coverage Code CRI	Form No.	Edition Date		
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount 5,000	Deductible Type	Premium				
Ref # F	Description Employee Theft Of Client Proeprty				Coverage Code CRI	Form No.	Edition Date		
Limit 1 1,600,000	Limit 2	Limit 3	Deductible Amount 15,000	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				

OFADTLGV

Copyright 2001, AMS Services, Inc.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Rhodes Risk Advisors		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** : Notes

Insurer E: Great American Ins. Co. of NY

Type of Insurance: Excess Liability

Policy Number: SBE 0203848 08

Policy Effective Dates: 04/01/2019 to 04/01/2020

Each Occurrence Limit: \$15,000,000

Aggregate Limit: \$15,000,000

Insurer F: Travelers Casualty & Surety

Type of Insurance: Crime/Fidelity

Policy Number: 105899285

Policy Effective Dates: 04/01/2019 to 04/01/2020

Employee Theft Limit: \$100,000

Employee Theft of Client Property Limit: \$1,600,000

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That **COWART LAKE VENTURES, L.P.**, a Georgia limited partnership ("***Seller***"), for and in consideration of the sum of **THREE HUNDRED FOURTY FOUR THOUSAND FOUR HUNDRED SIXTY FOUR AND 92/100 DOLLARS (\$344,464.92)**, in lawful money, and other good and valuable consideration unto it paid by **HYBRASS PROPERTIES, LLC** a Georgia Domestic Limited Liability Company ("***Purchaser***"), the receipt of which are hereby acknowledged by Seller, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto Purchaser, its successors and assigns, all of Seller's right, title, and interest in, **FIVE HUNDRED SEVENTY FOURTHOUSAND ONE HUNDRED EIGHT 20/100 DOLLARS (\$574,108.20)** of Tree Replacement Fund Credits obtained by Fulton County, Georgia, relating to any and all Specimen Tree Recompense provisions of the Fulton County Tree Preservation Ordinance and Administrative Guidelines adopted by the Fulton County Board of Commissioners and made effective as of January 1, 2000, and revised by the Department of Environment and Community Development, Plan Review Division in 2003, and now being honored by its successor the City of South Fulton, Georgia from the pool of Tree Credits obtained by Seller on its behalf in connection with that certain Development Agreement dated September 16, 2009, attached hereto as Exhibit A, and by this reference made a part hereof, as it relates to Cowart Lake Ventures, L.P.'s Tracts A-1, A-2 and A-3.

With This BILL OF SALE, the outstanding balance Of Cowart Lake Ventures, L.P.'s Tree Replacement Fund Credits is reduced from **\$574,108.20 to \$0.00**. Said Tree Credits are being purchased by HYBRASS PROPERTIES, LLC for their Overlook At Camp Creek subdivision Phase 2 and/or Phase 3. HYBRASS may also sell unused Tree Credits to others, in the event the need arises.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed to be effective as of the _____ day of November 2020.

SELLER:

Signed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission Expiration Date:

COWART LAKE VENTURES, L.P., a Georgia
limited partnership

By: Cowart General Partner, LLC, a Georgia
limited liability company, Sole General
Partner

By: Jim Cowart, Inc., a Georgia
corporation, Sole Member

By: _____
George Berkow
President and Sole Director

[AFFIX NOTARIAL SEAL]

EXHIBIT A
DEVELOPMENT AGREEMENT

RETURN RECORDED DOCUMENT TO:
JOSEPH B. FOLTZ, ESQUIRE
FOLTZ MARTIN, LLC
Five Piedmont Center, Suite 750
Atlanta, Georgia 30305

STATE OF GEORGIA

COUNTY OF FULTON

DEVELOPMENT AGREEMENT

WHEREAS, the Fulton County Tree Preservation Ordinance (the "Tree Ordinance") and Administrative Guidelines were adopted by the Fulton County Board of Commissioners and made effective as of January 1, 2000, and revised by the Department of Environment and Community Development, Plan Review Division in 2003; and

WHEREAS, Walton Lakes, LLC (the "Developer"), The Legacy at Walton Lakes, L.P. ("Legacy"), Cowart Lake Ventures, L.P. ("Cowart"), and Savannah Park, LLC ("Savannah Park", and together with the Developer, Legacy and Cowart collectively defined herein as the "Property Owners") own Tracts A-D, located in Land District 14th FF, Land Lots 39, 67, 68, 69, 73, and 74, legal descriptions and ownership as more particularly set forth in Exhibit "A" attached hereto and by this reference made a part hereof;

WHEREAS, the Property Owners identified herein acknowledge that developments on Tracts A-D require compliance with said Tree Ordinance and applicable Administrative Guidelines; and

WHEREAS, Fulton County, the Property Owners, or their successors or assigns, desire to satisfy the requirements of the Tree Ordinance and applicable Administrative Guidelines through the construction of a trail for pedestrian, biking and certain other non-motorized vehicle use across said Tracts and grant of permanent easements for such trail facilities and the encompassing green space; and

WHEREAS, Fulton County and the Property Owners have voluntarily agreed to enter into this Development Agreement pursuant to O.C.G.A. §36-71-13 for the dedication and/or construction of the trail improvements and related green space as

detailed below in full satisfaction of the Specimen Tree Recompense provisions (Section C.2.) of the applicable Administrative Guidelines as now adopted or hereinafter amended with respect to current and future developments on such Tracts; and

WHEREAS, Fulton County has determined that the terms and conditions of this Agreement are permitted under and consistent with applicable law, rules and regulations;

NOW THEREFORE, for and in consideration of Ten and 00/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, Fulton County, Georgia ("Fulton County"), a body corporate and politic, and each of the Property Owners, and for their successors and assigns, do hereby agree as follows:

SECTION 1.

The Property Owners (other than Legacy at Walton Lakes, L.P.¹) agree to simultaneously herewith enter into an Easement Agreement in favor of Fulton County for the purpose of granting permanent easements to Fulton County for use by the public of the trail facilities and the approximately fifty-three and one-half (53.5) acres of related green space. The easement areas shall be located within the areas depicted in Exhibit "B" attached hereto and incorporated herein by this reference. The Easement Agreement shall further include (i) temporary construction easements to enable construction of the trail facilities on each Tract by Developer and (ii) conservation restrictions on the use of the green space.

Developer or its assignee or general contractor shall begin construction of Phase I of the trail facilities across Tracts A-C, at no cost to Fulton County, on or before September 30, 2009, and shall thereafter prosecute the same until completion of construction. The proposed centerline of the trail shall be as set forth in the attached Exhibit "B" and the trail shall consist of a ten feet (10') wide paved surface. Construction of Phase II of the trail facilities across Tract D shall be performed by Developer or its assignee or general contractor, at no cost to Fulton County, and shall begin promptly after issuance of a building permit for improvements (but not a land disturbance permit) on Tract D and thereafter be prosecuted until completion of construction.

Developer shall be responsible for all of the construction costs required to complete both phases of the Trail in accordance with this Development Agreement; provided all of the owners of the Tracts shall contribute to the construction costs pursuant to a separate agreement and by such payments shall be deemed to be in compliance with the Specimen Tree Recompense provisions of the applicable Administrative Guidelines as set forth in Section 2 hereof. The parties hereto acknowledge and agree that Legacy at Walton Lakes, L.P. has satisfied in full its contribution obligations under this paragraph prior to the execution of this Development Agreement.

¹ The parties hereto acknowledge the Legacy Tract is benefited, but not burdened, by the terms and provisions of the above-referenced Easement Agreement.

Developer shall maintain general liability insurance during all scheduled construction work performed on the Tracts. Initial landscaping, signage, lighting, and other trail facilities shall be installed by Developer in accordance with the trail design plan approved by Fulton County, dated August 14, 2009. Pursuant to the above referenced Easement Agreement, Fulton County shall be responsible for repair, replacement and maintenance of the trail facilities from and after completion of construction with respect to each phase and for insurance against personal injury, death or property damage.

To the extent all or any portion of Phase I or Phase II of the Trail shall not be completed on a particular Tract, Fulton County shall be entitled to withhold certificates of occupancy on any buildings on such Tract on which the trail is not completed (excluding Tract B which has previously received certificates of occupancy) and any such Tract shall still remain subject to the Specimen Tree Recompense requirements and permitting requirements set forth in the Tree Ordinance and other Development Regulations.

SECTION 2.

Fulton County hereby agrees to accept the construction of the trail facilities and grant of permanent easements to the trail area and adjoining green space by the Property Owners as payment in full of all amounts that are or would otherwise be due and payable to the Tree Replacement Fund under the Tree Ordinance and Specimen Tree Recompense provisions of the applicable Administrative Guidelines as now adopted and hereinafter amended with respect to current and future developments on the Tracts. Fulton County acknowledges that the execution of this Development Agreement satisfies all outstanding obligations under the existing bond issued in favor of Fulton County in connection with developments on Tract B and subtracts thereof, and Fulton County shall promptly release such bond. The Tree Replacement Fund credits allocated to each individual Tract are described in Exhibit "C" attached hereto and incorporated herein by this reference.

SECTION 3.

By this Development Agreement, the parties hereto acknowledge, understand and agree that the Property Owners shall remain responsible for completing at their expense any other project improvements pursuant to the Fulton County Development Regulations and other applicable law and regulations, and that such are not affected by this Development Agreement.

SECTION 4.

All construction work described herein shall be performed by Developer, its assigns or general contractor in a good and workmanlike manner in accordance with good construction practice and design standards and shall be done in compliance with all applicable statutes, ordinances, regulations and any restrictions of record, including the Americans with Disabilities Act. Any liens filed against the Tracts as a result of the work

described herein shall be released or bonded off by Developer within thirty (30) days after notice of filing.

SECTION 5.

Fulton County shall include the permanent easement areas set forth and described in the above-referenced Easement Agreement in the calculation of the total acreage of the applicable Tracts for computation purposes of development density, permitted size, height, bulk or number of structures, lot yield, or any other similar development variable on or pertaining to the applicable Tract(s) under applicable zoning laws or other governmental laws or regulations.

SECTION 6.

The fee estate underlying the easement areas granted pursuant to the above-referenced Easement Agreement for the trail facilities and adjoining green space shall not be subject to state and/or county ad valorem taxes. Separate tax parcels shall be promptly assigned to such easement areas by Fulton County.

SECTION 7.

This Development Agreement shall be binding on all parties, shall inure to the benefit of the successors or assigns of the parties to this Development Agreement, shall be binding upon current and future administrations of Fulton County and shall be binding on the Property Owners and their successors as covenants running with the land. This Development Agreement represents the entire understanding of the parties and may not be modified, amended or terminated without the prior written consent of the County and Developer. This Development Agreement may be executed in multiple counterparts, each of which shall be deemed to be a fully executed original hereof, but all of which, when taken together, shall constitute but one and the same agreement.

[Signatures on following pages]

SO AGREED and executed under seal as of this 16th day of September, 2009.

PROPERTY OWNERS:

NOTARY:

THE LEGACY AT WALTON LAKES,
L.P., a Georgia limited partnership

Sworn to and subscribed
before me this 3rd
day of September,
2009.

By: Lakes Senior, LLC, a Georgia
limited liability company, its general
partner

BY: [Signature]

TITLE: Co-Mgr

[Company Seal]

NOTARY PUBLIC

My Commission Expires: September 26, 2010

NOTARY:

COWART LAKE VENTURES, L.P.,
a Georgia limited partnership

Sworn to and subscribed
before me this _____
day of _____,
2009.

By: Cowart General Partner, LLC, a
Georgia limited liability company,
its sole general partner

By: Jim Cowart, Inc., a Georgia
corporation, its Sole Member

BY: _____

TITLE: _____

(President/Vice Pres.)

NOTARY PUBLIC

My Commission Expires: _____

[Corporate Seal]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

SO AGREED and executed under seal as of this 16th day of September, 2009.

PROPERTY OWNERS:

NOTARY:

**THE LEGACY AT WALTON LAKES,
L.P., a Georgia limited partnership**

Sworn to and subscribed
before me this _____
day of _____,
2009.

By: Lakes Senior, LLC, a Georgia
limited liability company, its general
partner

BY: _____

TITLE: _____

NOTARY PUBLIC
My Commission Expires: _____

[Company Seal]

NOTARY:

**COWART LAKE VENTURES, L.P.,
a Georgia limited partnership**

Sworn to and subscribed
before me this 22nd
day of October,
2009.

By: Cowart General Partner, LLC, a
Georgia limited liability company,
its sole general partner

By: Jim Cowart, Inc., a Georgia
corporation, its Sole Member

BY: James H. Cowart

TITLE: PRESIDENT
OWNER
(President/Vice Pres.)

June S. Huff

NOTARY PUBLIC
My Commission Expires: 4/18/11

[Corporate Seal]



SIGNATURES CONTINUED ON FOLLOWING PAGE]

NOTARY:

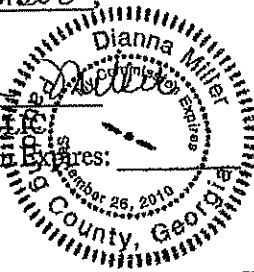
SAVANNAH PARK, LLC, a Georgia
limited liability company

Sworn to and subscribed
before me this 3rd
day of September,
2009.

By: [Signature]
L. Barry Teague, its Manager

[Company Seal]

[Signature]
NOTARY PUBLIC
My Commission Expires:



NOTARY:

WALTON LAKES, LLC, a
Georgia limited liability company

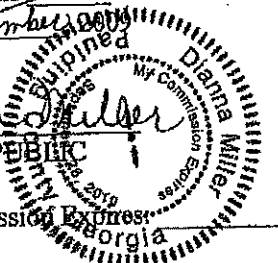
Sworn to and subscribed
before me this 3rd
day of September, 2009.

By: [Signature]
Keith A. Davidson, its Co-Manager

[Company Seal]

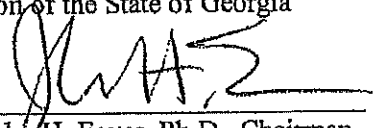
[Signature]
NOTARY PUBLIC

My Commission Expires:



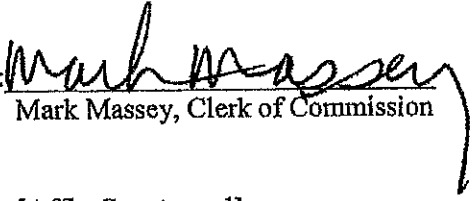
[SIGNATURES CONTINUED ON FOLLOWING PAGE]

FULTON COUNTY, a political
subdivision of the State of Georgia

By: 

John H. Eaves, Ph.D., Chairman
Fulton County Board of
Commissioners

ITEM # 09-0918 RCS 9/16/09
RECESS MEETING

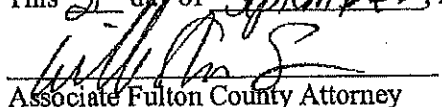
Attest: 

Mark Massey, Clerk of Commission

APPROVED AS TO FORM
FOR FULTON COUNTY

[Affix County seal]

This 21st day of September, 2009.


Associate Fulton County Attorney

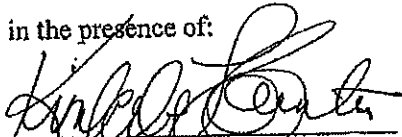
Tract A
Consent and Joinder

The undersigned Piedmont Bank, a Georgia banking corporation, as successor to Republic Bank of Georgia, as Grantee under that certain Deed to Secure Debt and Security Agreement dated April 20, 2009, recorded in Deed Book 47856, Page 576, Fulton County, Georgia records, as modified by that certain Modification of Deed to Secure Debt and Security Agreement, Assignment of Leases and Rents, and other loan documents dated July 27, 2009 (collectively, the "Security Deed"), which Security Deed encumbers Tract A (A-1, A-2 and A-3) described in the foregoing Development Agreement (the "Agreement"), hereby consents to and joins in the agreements described in the Agreement, it being the intent of such consent and joinder that that the rights of the owners thereunder shall be unaffected and continue in full force and effect if the undersigned, or its successors or assigns, should foreclose upon the property described in the Security Deed or otherwise exercise its rights under the Security Deed.

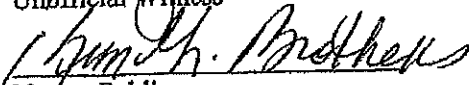
IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by its duly authorized officers and its seal to be affixed hereto this 31st day of August, 2009.

Signed, sealed and delivered

in the presence of:

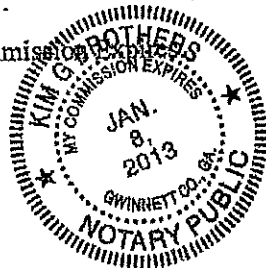


Unofficial Witness

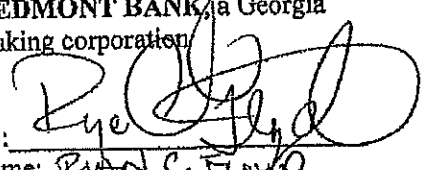

Notary Public

(NOTARY SEAL)

My Commission Expires



PIEDMONT BANK, a Georgia
banking corporation

By: 

Name: Ryan C. Farrow

Title: SE. Vice President

Attest: _____

Name: _____

Title: _____

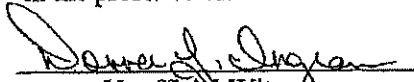
(CORPORATE SEAL)

Tract A
Consent and Joinder

The undersigned Cowart Lake Ventures, L.P., as Grantee under that certain Purchase Money Deed to Secure Debt dated November, 17, 2005, recorded in Deed Book 41366, Page 231, Fulton County, Georgia records, as amended (the "Security Deed"), which Security Deed encumbers Tract A described in the foregoing Development Agreement (the "Agreement"), hereby consents to and joins in the agreements described in the Agreement, it being the intent of such consent and joinder that that the rights of the owners thereunder shall be unaffected and continue in full force and effect if the undersigned, or its successors or assigns, should foreclose upon the property described in the Security Deed or otherwise exercise its rights under the Security Deed.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by its duly authorized officers and its seal to be affixed hereto this 22nd day of Oct, 2009.

Signed, sealed and delivered
in the presence of:


Unofficial Witness

NOTARY PUBLIC

(NOTARY SEAL)

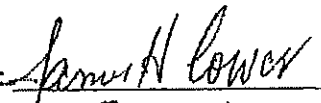
My Commission Expires: 4/18/11



COWART LAKE VENTURES, L.P.

By: Cowart General Partner, LLC, a
Georgia limited liability company,
its sole general partner

By: Jim Cowart, Inc., a Georgia
corporation

BY: 
TITLE: PRESIDENT
OWNER

[Corporate Seal]

Tracts B-1, B-3
Consent and Joinder

The undersigned SunTrust Bank, a Georgia banking corporation, as Assignee under that certain Assignment of Security Instrument dated August 21, 2008, recorded in Deed Book 47118, Page 525, assigning the Housing Authority of Fulton County, Georgia's rights as Grantee under that certain Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement, dated August 21, 2008, recorded in Deed Book 47118, Page 481, Fulton County, Georgia records (the "Security Deed"), which Security Deed and encumbers Tract B-1 and B-3 described in the foregoing Development Agreement (the "Agreement"), hereby consents to and joins in the agreements described in the Agreement, it being the intent of such consent and joinder that that the rights of the owners thereunder shall be unaffected and continue in full force and effect if the undersigned, or its successors or assigns, should foreclose upon the property described in the Security Deed or otherwise exercise its rights under the Security Deed.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by its duly authorized officers and its seal to be affixed hereto this 31 day of August, 2009.

Signed, sealed and delivered
in the presence of:

Deron F. Orellert

Unofficial Witness

Wally A. Orellert

Notary Public

(NOTARY SEAL)

My Commission Expires:



SUNTRUST BANK, N.A.,
a Georgia banking corporation

By: [Signature]

Name: Derrick C. Brown

Title: Branch Vice President

Attest: [Signature]

Name: Brian Womble

Title: First Vice President

(CORPORATE SEAL)

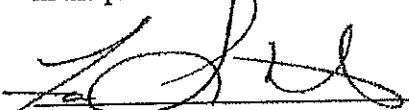
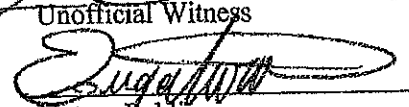
Tracts B-1, B-3
Consent and Joinder

The undersigned Housing Authority of Fulton County, Georgia, as Grantee under that certain Second Priority Security Deed dated August 21, 2008, recorded in Deed Book 47118, Page 534, Fulton County, Georgia records (the "Security Deed"), which Security Deed and encumbers Tract B-1 and B-3 described in the foregoing Development Agreement (the "Agreement"), hereby consents to and joins in the agreements described in the Agreement, it being the intent of such consent and joinder that the rights of the owners thereunder shall be unaffected and continue in full force and effect if the undersigned, or its successors or assigns, should foreclose upon the property described in the Security Deed or otherwise exercise its rights under the Security Deed.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by its duly authorized officers and its seal to be affixed hereto this 31st day of August, 2009.

Signed, sealed and delivered

in the presence of:

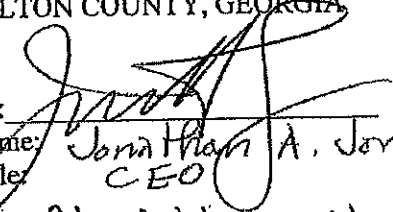

Unofficial Witness

Notary Public

(NOTARY SEAL)

My Commission Expires:

EUGENE STEWART
Notary Public, Cobb County, Georgia
My Commission Expires June 3, 2012

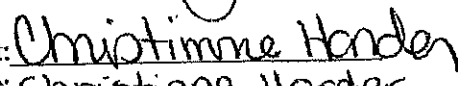
HOUSING AUTHORITY OF
FULTON COUNTY, GEORGIA

By: 

Name:

Title:

Jonathan A. Jones
CEO

Attest: 

Name:

Title:

Christinne Harder
Executive Assistant

(CORPORATE SEAL)

Tracts B-2, B-4
Consent and Joinder

The undersigned SunTrust Bank, a Georgia banking corporation, as Grantee under that certain Deed to Secure Debt and Security Agreement dated February 12, 2008, recorded in Deed Book 46334, Page 472, Fulton County, Georgia records (the "Security Deed"), which Security Deed encumbers Tracts B-2 and B-4 described in the foregoing Development Agreement (the "Agreement"), hereby consents to and joins in the agreements described in the Agreement, it being the intent of such consent and joinder that the rights of the owners thereunder shall be unaffected and continue in full force and effect if the undersigned, or its successors or assigns, should foreclose upon the property described in the Security Deed or otherwise exercise its rights under the Security Deed.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by its duly authorized officers and its seal to be affixed hereto this 31 day of August, 2009.

Signed, sealed and delivered
in the presence of:

SUNTRUST BANK, N.A.,
a Georgia banking corporation

Juan L. Ollent
Unofficial Witness

Kitty A. Trowell
Notary Public

(NOTARY SEAL)

My Commission Expires:



By: [Signature]
Name: Gerette C. Brown
Title: Group Vice President

Attest: [Signature]
Name: Brian Womble
Title: First Vice President

(CORPORATE SEAL)

Exhibit "A"

Legal Descriptions of Affected Tracts

Developer's Tracts

Tract B-2

All that tract or parcel of land lying and being in Land Lot 68 of the 14FF District of Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the point of intersection of the northeasterly right of way of Camp Creek Parkway (Variable R/W) and the easterly Right of Way of Butner Road (Variable R/W); thence run along said northeasterly right of way of Camp Creek Parkway South 46° 03' 13" East a distance of 773.30 feet to a point; thence South 57° 05' 20" East a distance of 52.03 feet to an iron pin set on the Land Lot Line common to Land Lots 68 and 73; thence run along said Land Lot Line North 00° 26' 00" West a distance of 339.90 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, and continuing along said Land Lot Line run North 00° 26' 00" West a distance of 435.10 feet to an iron pin set; thence leaving said Land Lot Line run North 68° 00' 00" East a distance of 792.40 feet to an iron pin set; thence run South 23° 51' 30" East a distance of 107.53 feet to an iron pin set; thence South 64° 41' 49" West a distance of 316.50 feet to an iron pin set; thence run South 86° 05' 32" West a distance of 82.99 feet to an iron pin set; thence South 13° 32' 34" East a distance of 324.93 feet to an iron pin set; thence South 87° 48' 07" East a distance of 55.12 feet to an iron pin set; thence South 56° 56' 27" East a distance of 100.73 feet to an iron pin set; thence North 89° 18' 42" East a distance of 280.81 feet to a point; thence North 88° 16' 12" East a distance of 72.38 feet to an iron pin set; thence South 35° 30' 07" East a distance of 810.12 feet along property now or formerly Piedmont Driving Club to an iron pin set; thence South 35° 00' 00" West a distance of 142.21 feet to an iron pin set; thence South 12° 00' 00" West a distance of 224.82 feet to a point; thence along a curve to the right having a radius of 542.00 feet and an arc length of 282.51 feet, being subtended by a chord bearing North 65° 48' 10" West a distance of 279.32 feet to a point; thence North 50° 52' 17" West a distance of 250.69 feet to a point; thence South 39° 07' 36" West a distance of 151.63 feet to a point; thence North 50° 52' 23" West a distance of 185.75 feet to a point; thence South 39° 07' 37" West a distance of 194.41 feet to a point; thence North 50° 52' 23" West a distance of 178.14 feet to a point; thence South 39° 07' 37" West a distance of 28.65 feet to a point; thence North 50° 52' 23" West a distance of 214.61 feet to a point; thence North 40° 18' 38" East a distance of 121.12 feet to a point; thence North 49° 41' 22" West a distance of 129.50 feet to a point; thence North 39° 07' 37" East a distance of 274.08 feet to a point; thence North 68° 04' 29" West a distance of 361.06 feet to a point on the Land Lot Line common to Land Lots 68 and 73, which point is the TRUE POINT OF BEGINNING.

The above described property contains 25.330 acres and is designated "Tract B-2" on and described according to that certain ALTA/ACSM Land Title Survey for Walton Lakes, LLC, Chicago Title Insurance Company and SunTrust Bank, prepared by Technical Survey Services, Inc., Walter Y. Prevatte, Georgia Registered Land Surveyor No. 2107, dated January 16, 2008, last revised February 12, 2008.

Tract B-4

All that tract or parcel of land lying and being in Land Lots 68 and 69 of the 14FF District of Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the point of intersection of the northerly right of way of Camp Creek Parkway (Variable R/W) and the easterly right of way of Way of Butner Road (Variable R/W); run thence along said northeasterly right of way of Camp Creek Parkway the following courses and distances: South 46° 03' 13" East a distance of 773.30 feet to a point; thence South 57° 05' 20" East a distance of 52.03 feet to an iron pin set on the Land Lot Line common to Land Lots 68 and 73; South 58° 03' 17" East a distance of 48.01 feet to a CNC right of way monument found; South 01° 21' 39" East a distance of 64.03 feet to a CNC right of way monument found; South 45° 42' 01" East a distance of 785.43 feet to a point; South 45° 44' 24" East a distance of 519.07 feet to an iron pin set; South 45° 44' 24" East a distance of 379.44 feet to a point; thence South 45° 44' 24" East a distance of 99.59 feet to a point, which is the TRUE POINT OF BEGINNING, FROM SAID TRUE POINT OF BEGINNING AS THUS ESTABLISHED and leaving said right of way, run North 44° 15' 36" East a distance of 199.19 feet to a point; thence along a curve to the left having a radius of 333.00 feet and an arc length of 200.30 feet, being subtended by a chord of North 27° 01' 42" East for a distance of 197.29 feet to a point; thence North 08° 17' 25" East a distance of 132.80 feet to a point; thence along a curve to the left having a radius of 298.54 feet and an arc length of 281.67 feet, being subtended by a chord of North 18° 46' 49" West for a distance of 271.34 feet to a point; thence along a curve to the left having a radius of 389.24 feet and an arc length of 193.78 feet, being subtended by a chord of North 59° 35' 36" West for a distance of 191.79 feet to a point; thence North 12° 00' 00" East a distance of 27.08 feet to a point; thence along a curve to the right having a radius of 464.79 feet and an arc length of 210.29 feet, being subtended by a chord bearing South 60° 46' 25" East for a distance of 208.50 feet to a point; thence along a curve to the right having a radius of 313.00 feet and an arc length of 309.07 feet, being subtended by a chord bearing South 21° 30' 16" East a distance of 296.66 feet to a point; thence South 06° 59' 24" West a distance of 142.94 feet to a point; thence along a curve to the right having a radius of 379.00 feet and an arc length of 227.97 feet, being subtended by a chord of South 27° 01' 42" West for a distance of 224.55 feet to a point; thence South 44° 15' 36" West a distance of 145.61 feet to a point; thence South 00° 44' 24" East a distance of 75.78 feet to a point; thence North 45° 44' 24" West a distance of 99.59 feet to the POINT OF BEGINNING.

The above described property contains 1.004 acres and is designated "Tract B-4" on and described according to that certain ALTA/ACSM Land Title Survey for Walton Lakes,

LLC, Chicago Title Insurance Company and SunTrust Bank, prepared by Technical Survey Services, Inc., Walter Y. Prevatte, Georgia Registered Land Surveyor No. 2107, dated January 16, 2008, last revised February 12, 2008.

Legacy Tracts

Tract B-1

All that tract or parcel of land lying and being in Land Lot 68 of the 14FF District of Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the point of intersection of the northeasterly right of way of Camp Creek Parkway (Variable R/W) and the easterly Right of Way of Butner Road (Variable R/W); from said point, run thence along the said northeasterly right of way of Camp Creek Parkway South 46° 03' 13" East a distance of 773.30 feet to a point; thence South 57° 05' 20" East a distance of 52.03 feet to an iron pin set on the Land Lot Line common to Land Lots 68 and 73 which is the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, run along said Land Lot Line North 00° 26' 00" West a distance of 339.90 feet to a point; thence leaving said common Land Lot Line South 68° 04' 29" East a distance of 361.06 feet to a point; thence South 39° 07' 37" West a distance of 274.08 feet to a point; thence South 49° 41' 22" East a distance of 129.50 feet to a point; thence South 40° 18' 38" West a distance of 121.12 feet to a point; thence South 50° 52' 23" East a distance of 214.61 feet to a point; thence North 39° 07' 37" East a distance of 28.65 feet to a point; thence South 50° 52' 23" East a distance of 178.14 feet to a point; thence North 39° 07' 37" East a distance of 194.41 feet to a point; thence South 50° 52' 23" East a distance of 185.75 feet to a point; thence North 39° 07' 36" East a distance of 151.63 feet to a point; thence South 50° 52' 17" East a distance of 250.69 feet to a point; thence along a curve to the left having a radius of 542.00 feet and an arc length of 282.51 feet, being subtended by a chord bearing South 65° 48' 10" East a distance of 279.32 feet to a point; thence South 12° 00' 00" West a distance of 45.18 feet to an iron pin set; thence South 32° 02' 25" West a distance of 260.95 feet to an iron pin set; thence South 43° 00' 00" West a distance of 279.04 feet to an iron pin set on the aforementioned northeasterly right of way of Camp Creek Parkway; thence run in a generally northwesterly direction along the aforesaid northeasterly right of way of Camp Creek Parkway the following courses and distances: North 45° 44' 24" West a distance of 519.07 feet to a point; North 45° 42' 01" West a distance of 785.43 feet to a CNC right of way monument found; North 01° 21' 39" West a distance of 64.03 feet to a CNC right of way monument found; North 58° 03' 17" West a distance of 48.01 feet to an iron pin set, which point is the TRUE POINT OF BEGINNING.

The above described property contains 10.500 acres and is designated "Tract B-1" on and described according to that certain ALTA/ACSM Land Title Survey for Walton Lakes, LLC, Chicago Title Insurance Company and SunTrust Bank, prepared by Technical Survey Services, Inc., Walter Y. Prevatte, Georgia Registered Land Surveyor No. 2107, dated January 16, 2008, last revised February 12, 2008.

Tract B-3

All that tract or parcel of land lying and being in Land Lots 68 and 69 of the 14FF District of Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the point of intersection of the northeasterly right of way of Camp Creek Parkway (Variable R/W) and the easterly right of way of Butner Road (Variable R/W); thence run along said northeasterly right of way of Camp Creek Parkway the following courses and distances: South 46° 03' 13" East a distance of 773.30 feet to a point; South 57° 05' 20" East a distance of 52.03 feet to an iron pin set on the Land Lot Line common to Land Lots 68 and 73; South 58° 03' 17" East a distance of 48.01 feet to a CNC right of way monument found; South 01° 21' 39" East a distance of 64.03 feet to a CNC right of way monument found; South 45° 42' 01" East a distance of 785.43 feet to point; South 45° 44' 24" East a distance of 519.07 feet to an iron pin set; thence South 45° 44' 24" East a distance of 379.44 feet to a point, which is the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING AS THUS ESTABLISHED and leaving said northeasterly right of way of Camp Creek Parkway, run North 89° 15' 36" East a distance of 75.78 feet to a point; thence North 44° 15' 36" East a distance of 145.61 feet to a point; thence along a curve to the left having a radius of 287.00 feet and an arc length of 172.63 feet, being subtended by a chord of North 27° 01' 42" East for a distance of 170.04 feet to a point; thence North 09° 47' 48" East a distance of 123.41 feet to a point; thence along a curve to the left having a radius of 287.00 feet and an arc length of 369.74 feet, being subtended by a chord of North 27° 06' 36" West for a distance of 344.69 feet to a point; thence along a curve to the left having a radius of 387.00 feet and an arc length of 62.17 feet, being subtended by a chord of North 68° 37' 09" West for a distance of 62.11 feet to a point; thence North 12° 00' 00" East a distance of 27.07 feet to a point; thence along a curve to the right having a radius of 389.24 feet and an arc length of 193.78 feet, being subtended by a chord bearing South 59° 35' 36" East a distance of 191.79 feet to a point; thence along a curve to the right having a radius of 298.54 feet and an arc length of 281.67 feet, being subtended by a chord of South 18° 46' 49" East for a distance of 271.34 feet to a point; thence South 08° 17' 25" West a distance of 132.80 feet to a point; thence along a curve to the right having a radius of 333.00 feet and an arc length of 200.30 feet, being subtended by a chord bearing South 27° 01' 42" West a distance of 197.29 feet to a point; thence South 44° 15' 36" West a distance of 199.19 feet to a point; thence North 45° 44' 24" West a distance of 99.59 feet to a point, which point is the TRUE POINT OF BEGINNING.

The above described property contains 0.928 acres and is designated "Tract B-3" and on and described according to that certain ALTA/ACSM Land Title Survey for Walton Lakes, LLC, Chicago Title Insurance Company and SunTrust Bank, prepared by Technical Survey Services, Inc., Walter Y. Prevatte, Georgia Registered Land Surveyor No. 2107, dated January 16, 2008, last revised February 12, 2008.

Savannah Park Tracts

TRACT C

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 68 and 69, 14th District, Fulton County, Georgia, more particularly described as follows:

To find the **True Point of Beginning**, commence at the land lot corner common to Land Lots 68, 69, 72 and 73, and running in a north easterly direction, North 85 degrees 05 minutes 55 seconds East, a distance of 971.50 feet to a point located on the easterly right of way of Camp Creek Parkway (right of way varies), and the **True Point of Beginning**. From the **True Point of Beginning**, as thus established, and leaving said right of way, run the following courses and distances: North 43 degrees 00 minutes 00 seconds East a distance of 280.00 feet to a point; North 32 degrees 00 minutes 00 seconds East a distance of 260.00 feet to a point; North 12 degrees 00 minutes 00 seconds East a distance of 270.00 feet to a point; North 35 degrees 00 minutes 00 seconds East a distance of 142.21 feet to a point; South 35 degrees 30 minutes 07 seconds East a distance of 838.55 feet to a point; South 58 degrees 45 minutes 43 seconds East a distance of 265.06 feet to a point; South 42 degrees 19 minutes 38 seconds East a distance of 325.58 feet to a point; South 09 degrees 53 minutes 34 seconds West a distance of 649.30 feet to a point; South 44 degrees 15 minutes 50 seconds West, a distance of 258.02 feet to a point located on the easterly right of way of Camp Creek Parkway (right of way varies); thence running along said right of way, North 45 degrees 44 minutes 24 seconds West a distance of 1546.59 feet to a point, and the **TRUE POINT OF BEGINNING**.

Said tract containing 27.64 acres and being shown as Tract C on that certain ALTA/ACSM Land Title Survey for Savannah Park, LLC, Cowart Lake Ventures, L.P., Chicago Title Insurance Company, and Buckhead Title & Abstract company, Inc., prepared by Lowe Engineers, William J. Daniel III, Georgia Registered Land Surveyor No. 2257, dated November 7, 2005.

LESS AND EXCEPT:

Tract B-3

All that tract or parcel of land lying and being in Land Lots 68 and 69 of the 14FF District of Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the point of intersection of the northeasterly right of way of Camp Creek Parkway (Variable R/W) and the easterly right of way of Butner Road (Variable R/W); thence run along said northeasterly right of way of Camp Creek Parkway the following courses and distances: South 46° 03' 13" East a distance of 773.30 feet to a point; South 57° 05' 20" East a distance of 52.03

feet to an iron pin set on the Land Lot Line common to Land Lots 68 and 73; South 58° 03' 17" East a distance of 48.01 feet to a CNC right of way monument found; South 01° 21' 39" East a distance of 64.03 feet to a CNC right of way monument found; South 45° 42' 01" East a distance of 785.43 feet to point; South 45° 44' 24" East a distance of 519.07 feet to an iron pin set; thence South 45° 44' 24" East a distance of 379.44 feet to a point, which is the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING AS THUS ESTABLISHED and leaving said northeasterly right of way of Camp Creek Parkway, run North 89° 15' 36" East a distance of 75.78 feet to a point; thence North 44° 15' 36" East a distance of 145.61 feet to a point; thence along a curve to the left having a radius of 287.00 feet and an arc length of 172.63 feet, being subtended by a chord of North 27° 01' 42" East for a distance of 170.04 feet to a point; thence North 09° 47' 48" East a distance of 123.41 feet to a point; thence along a curve to the left having a radius of 287.00 feet and an arc length of 369.74 feet, being subtended by a chord of North 27° 06' 36" West for a distance of 344.69 feet to a point; thence along a curve to the left having a radius of 387.00 feet and an arc length of 62.17 feet, being subtended by a chord of North 68° 37' 09" West for a distance of 62.11 feet to a point; thence North 12° 00' 00" East a distance of 27.07 feet to a point; thence along a curve to the right having a radius of 389.24 feet and an arc length of 193.78 feet, being subtended by a chord bearing South 59° 35' 36" East a distance of 191.79 feet to a point; thence along a curve to the right having a radius of 298.54 feet and an arc length of 281.67 feet, being subtended by a chord of South 18° 46' 49" East for a distance of 271.34 feet to a point; thence South 08° 17' 25" West a distance of 132.80 feet to a point; thence along a curve to the right having a radius of 333.00 feet and an arc length of 200.30 feet, being subtended by a chord bearing South 27° 01' 42" West a distance of 197.29 feet to a point; thence South 44° 15' 36" West a distance of 199.19 feet to a point; thence North 45° 44' 24" West a distance of 99.59 feet to a point, which point is the TRUE POINT OF BEGINNING.

The above described property contains 0.928 acres and is designated "Tract B-3" and on and described according to that certain ALTA/ACSM Land Title Survey for Walton Lakes, LLC, Chicago Title Insurance Company and SunTrust Bank, prepared by Technical Survey Services, Inc., Walter Y. Prevatte, Georgia Registered Land Surveyor No. 2107, dated January 16, 2008, last revised February 12, 2008.

Tract B-4

All that tract or parcel of land lying and being in Land Lots 68 and 69 of the 14FF District of Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the point of intersection of the northerly right of way of Camp Creek Parkway (Variable R/W) and the easterly right of way of Way of Butner Road (Variable R/W); run thence along said northeasterly right of way of Camp Creek Parkway the following courses and distances: South 46° 03' 13" East a distance of 773.30 feet to a point; thence South 57° 05' 20" East a distance of 52.03 feet to an iron pin set on the Land Lot Line common to Land Lots 68 and 73; South 58° 03' 17" East a distance of 48.01 feet to a CNC right of way monument found; South

01° 21' 39" East a distance of 64.03 feet to a CNC right of way monument found; South 45° 42' 01" East a distance of 785.43 feet to a point; South 45° 44' 24" East a distance of 519.07 feet to an iron pin set; South 45° 44' 24" East a distance of 379.44 feet to a point; thence South 45° 44' 24" East a distance of 99.59 feet to a point, which is the TRUE POINT OF BEGINNING, FROM SAID TRUE POINT OF BEGINNING AS THUS ESTABLISHED and leaving said right of way, run North 44° 15' 36" East a distance of 199.19 feet to a point; thence along a curve to the left having a radius of 333.00 feet and an arc length of 200.30 feet, being subtended by a chord of North 27° 01' 42" East for a distance of 197.29 feet to a point; thence North 08° 17' 25" East a distance of 132.80 feet to a point; thence along a curve to the left having a radius of 298.54 feet and an arc length of 281.67 feet, being subtended by a chord of North 18° 46' 49" West for a distance of 271.34 feet to a point; thence along a curve to the left having a radius of 389.24 feet and an arc length of 193.78 feet, being subtended by a chord of North 59° 35' 36" West for a distance of 191.79 feet to a point; thence North 12° 00' 00" East a distance of 27.08 feet to a point; thence along a curve to the right having a radius of 464.79 feet and an arc length of 210.29 feet, being subtended by a chord bearing South 60° 46' 25" East for a distance of 208.50 feet to a point; thence along a curve to the right having a radius of 313.00 feet and an arc length of 309.07 feet, being subtended by a chord bearing South 21° 30' 16" East a distance of 296.66 feet to a point; thence South 06° 59' 24" West a distance of 142.94 feet to a point; thence along a curve to the right having a radius of 379.00 feet and an arc length of 227.97 feet, being subtended by a chord of South 27° 01' 42" West for a distance of 224.55 feet to a point; thence South 44° 15' 36" West a distance of 145.61 feet to a point; thence South 00° 44' 24" East a distance of 75.78 feet to a point; thence North 45° 44' 24" West a distance of 99.59 feet to the POINT OF BEGINNING.

The above described property contains 1.004 acres and is designated "Tract B-4" on and described according to that certain ALTA/ACSM Land Title Survey for Walton Lakes, LLC, Chicago Title Insurance Company and SunTrust Bank, prepared by Technical Survey Services, Inc., Walter Y. Prevatte, Georgia Registered Land Surveyor No. 2107, dated January 16, 2008, last revised February 12, 2008.

TRACT D

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 39 and 69, 14 FF District, Fulton County, Georgia, more particularly described as follows:

To find the **True Point of Beginning**, commence at the land lot corner common to Land Lots 35, 36, 39, and 40 and run along the land lot line common to Land Lots 36 and 39, South 01 degree 04 minutes 34 seconds West, a distance of 232.46 feet to a point located on the northerly right of way of Fairburn Road (a 60 foot right of way); thence leaving said common land lot line, run along said right of way of Fairburn Road the following courses and distances: along the arc of a 1728.95 foot radius curve, an arc distance of 163.98 feet (said arc being subtended by a chord bearing South 62 degrees 41 minutes 14 seconds West, a distance of 163.92 feet) to a point; along the arc of a 3302.17

foot radius curve, an arc distance of 237.52 feet (said arc being subtended by a chord bearing South 57 degrees 54 minutes 10 seconds West, a distance of 237.47 feet) to a point; South 55 degrees 50 minutes 32 seconds West, a distance of 30.46 feet to a point; along the arc of a 1175.04 foot radius curve, an arc distance of 219.59 feet (said arc being subtended by a chord bearing South 50 degrees 29 minutes 14 seconds West, a distance of 219.27 feet) to an iron pin found; along the arc of a 1019.20 foot radius curve, an arc distance of 270.18 feet (said arc being subtended by a chord bearing South 38 degrees 20 minutes 40 seconds West, a distance of 269.39 feet) to a point; along the arc of a 1079.70 foot radius curve, an arc distance of 127.75 feet (said arc being subtended by a chord bearing South 25 degrees 13 minutes 34 seconds West, a distance of 127.68 feet to a point, said point being the **True Point of Beginning**. From the **True Point of Beginning**, as thus established, run along said right of way of Fairburn Road, along the arc of a 1079.70 foot radius curve, an arc distance of 1.15 feet (said arc being subtended by a chord bearing South 21 degrees 48 minutes 21 seconds West, a distance of 1.15 feet) to a point; along the arc of an 857.70 foot radius curve, an arc distance of 239.11 feet (said arc being subtended by a chord bearing South 15 degrees 20 minutes 53 seconds West, a distance of 238.34 feet) to a point; South 07 degrees 21 minutes 42 seconds West, a distance of 137.27 feet to a point; South 06 degrees 40 minutes 48 seconds West, a distance of 200.00 feet to a point; along the arc of a 1079.68 foot radius curve, an arc distance of 164.21 feet (said arc being subtended by a chord bearing South 11 degrees 02 minutes 14 seconds West, a distance of 164.05 feet) to a point; along the arc of a 2652.56 foot radius curve, an arc distance of 165.80 feet (said arc being subtended by a chord bearing South 17 degrees 11 minutes 07 seconds West, a distance of 165.77 feet) to a point; South 18 degrees 58 minutes 33 seconds West, a distance of 117.65 feet to a point; South 56 degrees 25 minutes 24 seconds West, a distance of 40.99 feet to a point located on the northerly right of way of Camp Creek Parkway (right of way varies); thence run along said right of way of Camp Creek Parkway, the following courses and distances: North 87 degrees 34 minutes 39 seconds West, a distance of 158.56 feet to a point; South 89 degrees 52 minutes 37 seconds West, a distance of 802.43 feet to a point; along the arc of a 1363.04 foot radius curve, an arc distance of 489.81 feet (said arc being subtended by a chord bearing North 79 degrees 50 minutes 27 seconds West, a distance of 487.18 feet) to a point; North 58 degrees 10 minutes 14 seconds West, a distance of 95.41 feet to a point; along the arc of a 1347.47 foot radius curve, an arc distance of 186.66 feet to a point (said arc being subtended by a chord bearing North 61 degrees 35 minutes 50 seconds West, a distance of 186.51 feet) to a point; North 49 degrees 21 minutes 40 seconds West, a distance of 93.54 feet to a point; along the arc of a 1337.22 foot radius curve, an arc distance of 180.57 feet (said arc being subtended by a chord bearing North 49 degrees 47 minutes 28 seconds West, a distance of 180.43 feet) to a point; North 45 degrees 44 minutes 10 seconds West, a distance of 811.43 feet to a point; thence leaving said right of way of Camp Creek Parkway, run the following courses and distances: North 44 degrees 15 minutes 51 seconds East, a distance of 179.67 feet; North 87 degrees 11 minutes 22 seconds East, a distance of 1281.74 feet to a point; South 19 degrees 50 minutes 51 seconds East, a distance of 319.15 feet to a point; South 60 degrees 00 minutes 00 seconds East, a distance of 250.00 feet to a point; North 70 degrees 00 minutes 00 seconds East, a distance of 200.00 feet to a point; North 19 degrees 35 minutes 06 seconds East, a distance of 474.84 feet to a point; South 70 degrees 07

minutes 20 seconds East, a distance of 696.44 feet to a point located on Fairburn Road, and the **True Point of Beginning**.

Said tract containing 52.41 acres and being shown as Tract D on that certain ALTA/ACSM Land Title Survey for Savannah Park, LLC, Cowart Lake Ventures, L.P., Chicago Title Insurance Company, and Buckhead Title & Abstract company, Inc., prepared by Lowe Engineers, William J. Daniel III, Georgia Registered Land Surveyor No. 2257, dated November 7, 2005.

Cowart Tracts

TRACT A-1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 67, 68, 73, and 74, 14th FF District, Fulton County, Georgia, more particularly described as follows:

To find the **True Point of Beginning**, commence at the corner common to Land Lots 67, 68, 73, and 74, and run North 00 degrees 22 minutes 03 seconds East a distance of 1,104.66 feet to a point located on the easterly right of way of Butner Road (a 60 foot right of way), and the **True Point of Beginning**. From the **True Point of Beginning**, as thus established, run along said easterly right of way, North 40 degrees 58 minutes 00 seconds East a distance of 400.47 feet to a point; thence leaving said right of way, run South 42 degrees 57 minutes 23 seconds East a distance of 199.50 feet to a point; North 41 degrees 42 minutes 37 seconds East a distance of 100.00 feet to a point; North 42 degrees 57 minutes 23 seconds West, a distance of 198.20 feet to a point located on the easterly right of way of said Butner Road; thence running along said right of way, along the arc of a 2,254.55 foot radius curve, an arc distance of 541.18 feet (said arc being subtended by a chord bearing North 49 degrees 21 minutes 44 seconds East, a distance of 539.88 feet) to a point; thence leaving said right of way, run the following courses and distances: South 00 degrees 23 minutes 45 seconds West, a distance of 354.14 feet; South 55 degrees 34 minutes 00 seconds East, a distance of 470.02 feet to a point; South 59 degrees 34 minutes 07 seconds East, a distance of 440.00 feet to a point; South 59 degrees 09 minutes 14 seconds East a distance of 202.02 feet to a point; South 34 degrees 26 minutes 26 seconds East a distance of 725.26 feet to a point; South 30 degrees 49 minutes 35 seconds West, a distance of 78.18 feet to a point; South 88 degrees 44 minutes 56 seconds West a distance of 250.63 feet to a point; South 70 degrees 08 minutes 53 seconds West a distance of 260.25 feet to a point; North 66 degrees 45 minutes 35 seconds West a distance of 277.03 feet to a point; North 54 degrees 05 minutes 46 seconds West a distance of 260.34 feet to a point; North 60 degrees 49 minutes 51 seconds West a distance of 680.77 feet to a point; South 43 degrees 28 minutes 57 seconds West a distance of 300.00 feet to a point; South 08 degrees 02 minutes 08 seconds East a distance of 483.71 feet to a point; South 23 degrees 51 minutes 30 seconds East a distance of 945.55 feet to a point; South 68 degrees 00 minutes 00 seconds West a distance of 792.40 feet to a point located on the land lot line common to

Land Lots 68 and 73; thence running along said common Land Lot Line, South 00 degrees 26 minutes 00 seconds East a distance of 368.50 feet to a point; thence leaving said common Land Lot Line, run South 87 degrees 12 minutes 01 seconds West a distance of 412.58 feet to a point located on the easterly right of way line of Camp Creek Parkway (right of way varies); thence running along said right of way, North 46 degrees 03 minutes 13 seconds West a distance of 257.35 feet to a right of way monument located at the corner of said Camp Creek Parkway and the easterly right of way of Butner Road (a 60 foot right of way); thence leaving said right of way of Camp Creek Parkway, run along said right of way of Butner Road, the following courses and distances: along the arc of an 848.21 foot radius curve, an arc distance of 480.00 feet (said arc being subtended by a chord bearing North 19 degrees 31 minutes 44 seconds East, a distance of 473.62 feet) to a point; thence North 86 degrees 40 minutes 59 seconds West a distance of 10.00 feet to a point; along the arc of an 838.21 foot radius curve, an arc distance of 114.17 feet (said arc being subtended by a chord bearing North 00 degrees 35 minutes 06 seconds West, a distance of 114.08 feet) to a point; thence North 04 degrees 29 minutes 13 seconds West a distance of 6.95 feet to a point; along the arc of an 859.32 foot radius curve, an arc distance of 191.98 feet (said arc being subtended by a chord bearing North 10 degrees 53 minutes 14 seconds West, a distance of 191.58 feet) to a point; North 18 degrees 55 minutes 37 seconds West a distance of 73.98 feet to a point; North 20 degrees 34 minutes 00 seconds West a distance of 264.90 feet to a point; along the arc of an 875.90 foot radius curve, an arc distance of 285.54 feet (said arc being subtended by a chord bearing North 11 degrees 13 minutes 39 seconds West, a distance of 284.28 feet) to a point; North 01 degree 53 minutes 19 seconds West a distance of 24.00 feet to a point; along the arc of a 716.38 foot radius curve, an arc distance of 266.53 feet (said arc being subtended by a chord bearing North 08 degrees 46 minutes 12 seconds East, a distance of 265.00 feet) to a point; along the arc of a 971.90 foot radius curve, an arc distance of 137.40 feet (said arc being subtended by a chord bearing North 23 degrees 28 minutes 43 seconds East a distance of 137.28 feet) to a point; thence leaving said right of way of Butner Road, South 82 degrees 17 minutes 19 seconds East a distance of 349.29 feet to a point; North 00 degrees 23 minutes 41 seconds East a distance of 245.42 feet to a point; North 61 degrees 11 minutes 00 seconds West a distance of 163.82 feet to a point located on the easterly right of way of said Butner Road; thence North 41 degrees 00 minutes 00 seconds East a distance of 543.28 feet to a point, and the **TRUE POINT OF BEGINNING**.

Said tract containing 81.01 acres and being shown as Tract A-1 on that certain ALTA/ACSM Land Title Survey for Savannah Park, LLC, Cowart Lake Ventures, L.P., Chicago Title Insurance Company, and Buckhead Title & Abstract company, Inc., prepared by Lowe Engineers, William J. Daniel III, Georgia Registered Land Surveyor No. 2257, dated November 7, 2005.

TRACT A-2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 73, 14th FF District, Fulton County, Georgia, more particularly described as follows:

To find the **True Point of Beginning**, commence at the corner common to Land Lots 67, 68, 73, and 74, and run along the line common to Land Lots 73 and 68, South 00 degrees 26 minutes 00 seconds East, a distance of 1506.10 feet to a point; South 00 degrees 26 minutes 00 seconds East a distance of 368.50 feet to a point, and the **True Point of Beginning**. From the **True Point of Beginning**, as thus established, and leaving said common land lot line, run South 87 degrees 12 minutes 01 seconds West a distance of 412.58 feet to a point located on the easterly right of way of Camp Creek Parkway (right of way varies); thence run along said right of way, South 46 degrees 03 minutes 13 seconds East, a distance of 59.85 feet to a point; thence leaving said right of way, run North 89 degrees 34 minutes 00 seconds East, a distance of 369.45 feet to a point located on the land lot line common to Land Lots 73 and 68; thence run along said common land lot line, North 00 degrees 26 minutes 00 seconds West, a distance of 58.90 feet to a point, and the **True Point of Beginning**.

Said tract containing 0.46 acres and being shown as Tract A-2 on that certain ALTA/ACSM Land Title Survey for Savannah Park, LLC, Cowart Lake Ventures, L.P., Chicago Title Insurance Company, and Buckhead Title & Abstract company, Inc., prepared by Lowe Engineers, William J. Daniel III, Georgia Registered Land Surveyor No. 2257, dated November 7, 2005.

TRACT A-3

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 73, 14th FF District, Fulton County, Georgia, more particularly described as follows:

To find the **True Point of Beginning**, commence at the corner common to Land Lots 68, 69, 72, and 73, and run along the line common to Land Lots 73 and 68, North 00 degrees 26 minutes 00 seconds West, a distance of 1083.27 feet to a point located on the easterly right of way of Camp Creek Parkway (right of way varies), and the **True Point of Beginning**. From the **True Point of Beginning**, as thus established, run along said right of way North 57 degrees 05 minutes 20 seconds West, a distance of 52.03 feet to a point; North 46 degrees 03 minutes 13 seconds West a distance of 456.09 feet to a point; thence leaving said right of way, run North 89 degrees 34 minutes 00 seconds East a distance of 369.45 feet to a point located on the land lot line common to Land Lots 73 and 68; thence running along said land lot line, South 00 degrees 26 minutes 00 seconds East, a distance of 347.60 feet to a point located on the easterly right of way of Camp Creek Parkway, and the **True Point of Beginning**.

Said tract containing 1.53 acres and being shown as Tract A-3 on that certain ALTA/ACSM Land Title Survey for Savannah Park, LLC, Cowart Lake Ventures, L.P., Chicago Title Insurance Company, and Buckhead Title & Abstract company, Inc., prepared by Lowe Engineers, William J. Daniel III, Georgia Registered Land Surveyor No. 2257, dated November 7, 2005.

LESS AND EXCEPT:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 67 and 68 of the 14th FF District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at a right-of-way monument found at the intersection of the southeasterly right-of-way line of Butner Road (60 foot right-of-way) and the northeasterly right-of-way line of Camp Creek Parkway (right-of-way width varies); thence running along the northeasterly right-of-way of Camp Creek Parkway the following courses and distances: S 46° 03' 13" E, 773.30 feet to a right-of-way monument found; S 57° 05' 20" E, 52.03 to a point (said point being located N 00° 26' 00" W, 1083.27 feet from a 1 inch open top iron pin found at the intersection of Land Lots 68, 69, 72 and 73 of the 14FF District of Fulton County, Georgia from said point); thence leaving said right-of-way line and running along the land lot line common to Land Lots 68 and 73, N 00° 26' 00" W, 775.00 feet to the POINT OF BEGINNING; thence leaving said land lot line and running N 68° 00' 00" E, 792.40 feet to a point; thence running N 23° 51' 30" W, 945.56 feet to a point; thence running N 08° 02' 08" W, 483.71 feet to a point; thence running N 43° 28' 57" E, 300.00 feet to a point; thence running S 60° 49' 51" E, 680.77 feet to a point; thence running S 54° 05' 46" E, 260.34 feet to a point; thence running S 66° 45' 35" E, 277.03 feet to a point; thence running N 70° 08' 53" E, 260.25 feet to a point; thence running N 88° 44' 56" E, 250.63 feet to a point; thence running N 30° 49' 35" E, 78.18 feet to a point; thence running N 34° 26' 26" W, 725.26 feet to a point; thence running N 59° 09' 14" W, 202.02 feet to a point; thence running N 59° 34' 07" W, 440.00 feet to a point; thence running N 55° 34' 00" W, 470.02 feet to a point (the preceding 15 calls are contiguous with the boundary line of the real property acquired by Piedmont Driving Club by Limited Warranty Deed from Cowart Lake Ventures, L.P., dated April 6, 1998, and recorded at Deed Book 24202, page 340, Fulton County, Georgia Records as corrected by that certain Corrective Limited Warranty Deed from Cowart Lake Ventures, L.P., dated April 24, 1998, and recorded at Deed Book 24500, page 301, Fulton County, Georgia Records); thence running S 00° 23' 45" W, 241.35 feet to a point; thence running S 55° 34' 00" E, 341.91 feet to a point; thence running S 59° 34' 07" E, 446.26 feet to a point; thence running S 59° 09' 14" E, 157.48 feet to a point; thence running S 34° 26' 26" E, 391.31 feet to a point; thence running S 70° 08' 53" W, 212.68 feet to a point; thence running N 66° 45' 35" W, 175.87 feet to a point; thence running N 54° 05' 46" W, 249.92 feet to a point; thence running N 60° 49' 51" W, 847.92 feet to a point; thence running S 43° 28' 57" W, 551.89 feet to a point; thence running S 08° 02' 08" E, 608.01 feet to a point; thence running S 23° 51' 30" E, 878.00 feet to a point; thence running S 68° 00' 00" W, 554.31 feet to a point; thence running S 00° 26' 00" E, 95.50 feet to the POINT OF BEGINNING.

Said tract containing 25.000 acres (1,089,000 square feet) and shown on that certain ALTA/ACSM Land Title Survey for Piedmont Driving Club, Savannah Park, LLC, and Chicago Title Insurance Company, prepared by Lowe Engineers, dated September 12, 2006.

Exhibit B
Conceptual Trail Plan

Exhibit C

Allocation of Tree Replacement Fund Credits

Tract Owner	Tract	Amount Credited for Construction Costs and Donation of Green Space
Cowart Lake Ventures, L.P.	Tracts A-1, A-2 and A-3	\$1,052,268.20
Walton Lakes, LLC	Tracts B-2 and B-4	\$531,024.98
Legacy at Walton Lakes, L.P.	Tracts B-1 and B-3	\$227,582.14
Savannah Park, LLC	Tract C (less and except B-3 and B-4) and Tract D	\$ 281,785.70 – Tract C \$ 971,357.12 - Tract D
	Total Tree Recompense	\$3,064,018.14

Review and approved by Gene Calloway, Fulton County Arborist

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of a Resolution Causing for a Day of Prayer

DATE: February 23, 2021

SUBJECT: Request Council Approval of a Resolution Causing for a Day of Prayer

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary_A Day of Prayer Resolution 2.18.2021	Cover Memo	2/19/2021
Resolution Causing for a Day of Prayer (Gumbs and Willis)	Cover Memo	2/18/2021
Resolution Causing for a Day of Prayer FIS	Cover Memo	2/18/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/2021		
Requesting Department City Council Districts 2, 3		Council District(s) Affected Districts 1-7
Requested Action Request Council approval and endorsement of an event titled, "A Day of Prayer in the City of South Fulton."		
Requirements for Council Action (City specific Council policy, statute or code requirement) N/A		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The subject event is scheduled for February 21, 2021. This Resolution encourages all City residents and businesses to join with one another in prayer for the safety, health and well-being of its residents, visitors, businesses, frontline health care workers, first responders, law enforcement, business owners, local leaders and fellow Georgians.		
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 **A RESOLUTION CAUSING FOR A DAY OF PRAYER IN THE CITY OF SOUTH**
6 **FULTON; ENCOURAGING PUBLIC SAFETY, HEALTH AND WELL-BEING AND FOR**
7 **OTHER LAWFUL PURPOSES**
8

9 **(Sponsored by Councilwoman Gumbs and 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 **WHEREAS**, 2020 has been a year of hardship for the City, United States and the
17 world, with calamities such as wide spread unemployment, evictions, civil unrest and the
18 COVID-19 pandemic;

19 **WHEREAS**, while 2020 has taken an emotional and financial toll on citizens and
20 businesses, it has also shown the resolve of the City, citizens and businesses to endure
21 in the face of major hardships;

22 **WHEREAS**, this Resolution encourages all City residents and businesses to join
23 with one another in prayer for the safety, health and well-being of its residents, visitors,
24 businesses, frontline health care workers, first responders, law enforcement, business
25 owners, local leaders and fellow Georgians; and

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

28 **THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY**
29 **RESOLVES** as follows:

30
31 **Section 1.** The City Council hereby instructs the City Manager to cause for
32 programing (to be referred to as the "City of South Fulton Day of Prayer") to be scheduled
33 for February 21, 2012 at 6:30pm as follows:

34
35 **A. Programming:** The programming for this event shall be set up, via zoom,
36 YouTube or other remote means so that it is made available, in real time, to the
37 general public. Councilmember Gumbs and Mayor Pro Tem Willis shall be the
38 event MCs to guide the event along, introduce each presenter and maintain time.

39
40 **B. Agenda:** The event agenda shall take the following form:
41

42 1. **WELCOME AND PURPOSE**

- 43 • Welcome: Mayor Bill Edwards
44 • Purpose: City Councilwoman Gumbs & Mayor Pro Tem Willis

45 2. **PRAYER FOR THE COMMUNITY** (Presenter TBD)

46 3. **PRAYER FOR CITY ELECTED OFFICIALS, APPOINTEES AND**
47 **EMPLOYEES** (Presenter TBD)

48 4. **PRAYER FOR LOCAL LEADERS/BUSINESSES** (Presenter TBD)

49 5. **PRAYER FOR VICTIMS/FAMILIES AFFECTED BY COVID-19** (Presenter
50 TBD)

51 6. **PRAYER FOR THE LESS FORTUNATE** (Presenter TBD, special focus on
52 families facing job loss and/or food insecurity)

53 7. **PRAYER FOR YOUTH** (Presenter TBD)

54 8. **SONG** (Vocalist TBD)

55 9. **MOTIVATIONAL MESSAGE** (Presenter TBD)

56 10. **CLOSING PRAYER** – (Presenter TBD)

57 11. **EVENT CLOSING – THANK YOU** (Two-minute limitation reserved for all
58 City Councilmembers).
59

60 **C. Presenters:** Presenters shall be limited to 3 minutes and shall offer a general
61 prayer for the safety, health and well-being of the community as identified by items
62 2 – 10 above. The Sponsoring Committee (Councilmembers sponsoring this
63 Resolution) shall provide the City Manager with the name, contact number and
64 email of the vocalist and presenters by February 11, 2021. The Sponsoring
65 Committee shall ask each presenter to email a photo, website/social media link
66 and name of their organization to the City Manager by February 11, 2021. The
67 City Manager shall cause for this Resolution to be promptly circulated to all
68 Presenters prior to the event.
69

70 **D. Event Flyer and Presentation.**
71

72 1. **Flyer.** The City Manager shall cause for an official flyer to be created and
73 circulated on City social media platforms and to event Presenters by February
74 15, 2021 displaying the event topics, presenters and providing instructions to
75 the general public for connecting to the event.
76

77 2. **PowerPoint.** The City Manager shall further cause for a PowerPoint
78 Presentation to be created showing the program agenda, to include a separate

79 page for each vocalist/presenter showing the nature of the prayer (i.e. "Prayer
80 for Community," "Prayer for Youth" etc.) and the presenter's photo, website and
81 organization name, to be displayed while such person is presenting.
82
83

84 **Section 2.** It is hereby declared to be the intention of the City Council that: (a) All
85 sections, paragraphs, sentences, clauses and phrases of this Resolution are or were,
86 upon their enactment, believed by the City Council to be fully valid, enforceable and
87 constitutional.

88 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
89 clause or phrase of this Resolution is severable from every other section, paragraph,
90 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause
91 or phrase of this Resolution is mutually dependent upon any other section, paragraph,
92 sentence, clause or phrase of this Resolution.

93 (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution
94 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
95 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is
96 the express intent of the City Council that such invalidity, unconstitutionality or
97 unenforceability shall, to the greatest extent allowed by law, not render invalid,
98 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
99 sentences, paragraphs or sections of the Resolution.

100 **Section 3.** The city attorney and city clerk are authorized to make non-substantive
101 editing and renumbering revisions to this Resolution for proofing, codification, and
102 supplementation purposes. The final version of all resolutions shall be filed with the city
103 clerk.

104 **Section 4.** The effective date of this Resolution shall be the date of adoption, unless
105 provided otherwise by the City Charter or state and/or federal law.
106
107

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 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



Nina Robinson
(Acting) Chief Financial Officer

MEMORANDUM

TO: Nina Robinson

FROM: Sydnee Heidt

DATE: February 5, 2021

SUBJECT: Resolution Causing for a Day of Prayer

CONCLUSION

City Council hereby instructs the City Manager to cause for programming (to be referred to as the "City of South Fulton Day of Prayer") to be scheduled for February 21, 2012 at 6:30pm. The programming for this event shall be set up, via zoom, YouTube or other remote means so that it is made available, in real time, to the general public.

BACKGROUND

2020 has been a year of hardship for the City, United States and the world, with calamities such as wide spread unemployment, evictions, civil unrest and the COVID-19 pandemic. While 2020 has taken an emotional and financial toll on citizens and businesses, it has also shown the resolve of the City, citizens and businesses to endure in the face of major hardships. This Resolution encourages all City residents and businesses to join with one another in prayer for the safety, health and well-being of its residents, visitors, businesses, frontline health care workers, first responders, law enforcement, business owners, local leaders and fellow Georgians

FINANCIAL IMPACT

There will be no financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocations.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of a Resolution Consenting to the Expansion of the Fulton Industrial Community Improvement District

DATE: February 23, 2021

SUBJECT: Request Council Approval of a Resolution Consenting to the Expansion of the Fulton Industrial Community Improvement District

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary_Expansion of the FIB CID Resolution 2.18.2021	Cover Memo	2/19/2021
FICID Expansion Resolution -COSF Rev. 2.18.21	Cover Memo	2/18/2021
Fulton Industrial CID Expansion December 2020_	Cover Memo	2/18/2021
FIBCID Expansion Resolution 020521 FIS	Cover Memo	2/18/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/2021		
Requesting Department City Council District 1		Council District(s) Affected District 1
Requested Action Request Council approval consenting to the expansion of the Fulton Industrial Community Improvement District.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Ga. Const. Art IX, Sec. VII, Para II allows for the creation and administration of Community Improvement Districts by counties and municipalities.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The Fulton Industrial Community Improvement District (hereinafter "CID") was created by Resolution of the Fulton County Commission. It is subsequent to the creation of the CID, the City of South Fulton (hereinafter "City") was created in a geographical area including real property within the CID, and elected a Mayor and City Council which took office May 1, 2017. The majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID. The expansion includes 13 parcels located within the CID.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) No impact for FY2021		
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
6 **RESOLUTION OF THE CITY OF SOUTH FULTON, GEORGIA, CONSENTING TO**
7 **EXPANSION OF THE FULTON INDUSTRIAL COMMUNITY IMPROVEMENT**
8 **DISTRICT**
9

10 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
11 organized and existing under the laws of the State of Georgia;
12

13 **WHEREAS**, the duly elected governing authority of the City, is the Mayor and
14 Council thereof ("City Council");

15 **WHEREAS**, by Act of the Legislature, 1987 Ga. L. 5460, as amended, the Georgia
16 Legislature enacted the Fulton County Community Improvement Districts Act;
17

18 **WHEREAS**, pursuant to said Act, the Fulton Industrial Community Improvement
19 District (hereinafter "CID") was created by Resolution of the Fulton County Commission;
20

21 **WHEREAS**, subsequent to the creation of the CID, the City was created in a
22 geographical area including real property within the CID, and elected a Mayor and City
23 Council which took office May 1, 2017;
24

25 **WHEREAS**, a majority of the owners of real property within a proposed expansion
26 area, as attached hereto, which will be subject to taxes, fees, and assessments levied by
27 the District Board, have consented in writing to their inclusion into the CID;
28

29 **WHEREAS**, the owners of real property within the proposed expansion area of the
30 CID which constitutes at least 75% by value of all real property within said expansion area
31 which will be subject to taxes, fees and assessments levied by the District Board,
32 according to the most recent approved Fulton County ad valorem tax digest, have
33 consented in writing to their inclusion into the CID;
34

35 **WHEREAS**, the City Council has determined that the expansion of the CID would
36 promote the provision of governmental services and facilities within said District; and
37

38 **WHEREAS**, the City Council has determined that the expansion of the CID would
39 be in the best interest of the citizens of the City.
40

41 **NOW, THEREFORE, BE IT RESOLVED**, that the City hereby consents to the
42 creation of the CID and the expansion of the boundaries of the Fulton Industrial
43 Community Improvement District as attached hereto.
44

45 *****
46

47
48 **Section 2.** It is hereby declared to be the intention of the City Council that: (a) All
49 sections, paragraphs, sentences, clauses and phrases of this Resolution are or were,
50 upon their enactment, believed by the City Council to be fully valid, enforceable and
51 constitutional.

52 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
53 clause or phrase of this Resolution is severable from every other section, paragraph,
54 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause
55 or phrase of this Resolution is mutually dependent upon any other section, paragraph,
56 sentence, clause or phrase of this Resolution.

57 (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution
58 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
59 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is
60 the express intent of the City Council that such invalidity, unconstitutionality or
61 unenforceability shall, to the greatest extent allowed by law, not render invalid,
62 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
63 sentences, paragraphs or sections of the Resolution.
64

65 **Section 3.** The city attorney and city clerk are authorized to make non-substantive
66 editing and renumbering revisions to this Resolution for proofing, codification, and
67 supplementation purposes. The final version of all resolutions shall be filed with the city
68 clerk.

69 **Section 4.** The effective date of this Resolution shall be the date of adoption, unless
70 provided otherwise by the City Charter or state and/or federal law.
71
72

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 E. ADAMS, CITY CLERK

APPROVED AS TO FORM:

VINCENT HYMAN, CITY ATTORNEY



STATE OF GEORGIA
COUNTY OF FULTON

CERTIFICATE OF COMPLIANCE

I, ARTHUR E. FERDINAND, as Fulton County Tax Commissioner, do hereby certify to the Fulton County Board of Commissioners, the City of Atlanta, and City of South Fulton regarding the proposed expansion of the Fulton Industrial Community Improvement District, as shown on the map attached hereto as Exhibit "A" and required under the Fulton County Community Improvement District Act (Ga. L. 1987, p. 5460), as amended, the following:

That written consents to the expansion of the Community Improvement District have been obtained from:

1. A majority of the owners of real property within the District which will be subject to taxes, fees, and assessments levied by the Board of the District; and
2. The owners of real property within the District which constitutes at least seventy-five (75%) percent by value of all real property within the District which will be subject to taxes, fees and assessments levied by the District Board and for this purpose values are determined by the most recent County ad Valorem tax digest.

This the 22 day of December, 2020.

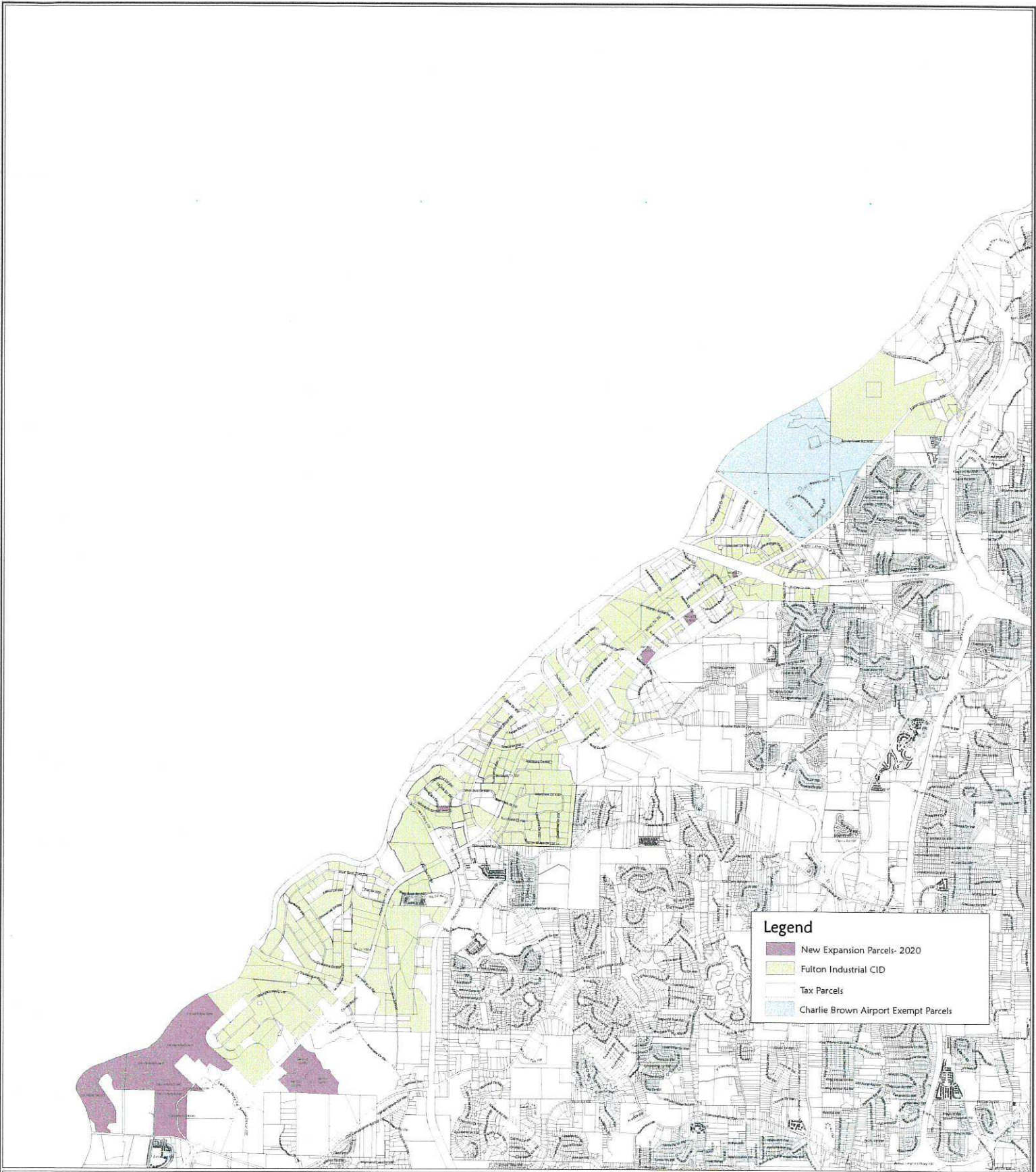
Shirley Bradford
Witness

Arthur E. Ferdinand
ARTHUR E. FERDINAND, Tax Commissioner
Fulton County, Georgia

Sworn to and subscribed before
me this 22nd day of Dec, 2020.

Willie Clark
Notary Public

Willie Clark
NOTARY PUBLIC
Clayton County, GEORGIA
My Commission Expires 07/15/2024



December 2020

Fulton Industrial CID 2020 Expansion Parcels



Prepared by
Fulton County Board of Assessors
Geographical Information System Division

0 1,375 2,750 5,500 8,250 11,000 Feet

I:\WorkSpace\GIS\CID\Fulton Industrial CID 2020 Expansion\FIS CID Map 11302020.mxd

Proposed Expansion
Fulton Industrial Blvd CID

	A	B	C	D	E	F	G	H	I	J	K
	PARID	TAXDIST	ADRN	ADRSTR	ADRSUF	LUC	ASSESSED VALUE	Consent Value	OWN1	OWN	
1	09C150000582313	70	7301	CAMPBELLTON	RD	309	220,000	220,000	RIVER GOBBLER LLC	1	1
2	09C150000590043	70	7055	CAMPBELLTON	RD	400	462,680		DEVELOPMENT AUTHORITY FULTON COUNTY	1	
3	09C150000630146	70	0	RIVERSIDE	DR	400	444,440		DEVELOPMENT AUTHORITY FULTON COUNTY		
4	09C150000632662	70	0	RIVERSIDE	DR	400	1,860,720	1,860,720	MUSCOGEE TRAILS LLC	1	1
5	09C160000600429	70	0	FULTON INDUSTRIAL	BLVD	400	103,280	103,280	I T RIVER LLC	1	1
6	09C160000620096	70	0	RIVERSIDE	DR	400	115,760		DEVELOPMENT AUTHORITY FULTON COUNTY		
7	09C160000620344	70	0	WESTGATE	PKY	300	67,360	67,360	I T RIVER LLC		
8	14F0057 LL0537	70	4802	FULTON INDUSTRIAL	BLVD	397	1,296,440	1,296,440	MM FULTON CORPORATE LLC	1	1
9	14F0114 LL0116	70	100	WHEATON	DR	443	585,800	585,800	WAREHOUSE PROPERTIES LP	1	1
10	14F0131 LL0057	70	0	FULTON INDUSTRIAL	BLVD	300	1,277,640	1,277,640	CRP CHI FULTON INDUSTRIAL OWNER L L C	1	1
11	14F0137 LL0150	70	0	WESTGATE	PKY	700	0	0	GA TRANSMISSION CORP	1	
12	14F0057 LL0032	70	4600	FULTON	BLVD	401	568,720		DUFF REAL ESTATE LLC	1	
13	14F0052 LL1019	70	4365	FULTON INDUSTRIAL	BLVD	321	174,520		GRAND BUFFET RESTAURANT INC	1	
14											
15											
16											
17							7,177,360	5,411,240		10	6
18											
19					75%	=	5,383,020			50%=	5
20											
21							75.4%			60%	
22											
23											
24											
25											
26											
27											
28									22-Dec-20		

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER



NINA ROBINSON
INTERIM FINANCE DIRECTOR

MEMORANDUM

TO: Nina Robinson *NMR*

FROM: Sydnee Heidt

DATE: February 5, 2021

SUBJECT: FICID Expansion Resolution

CONCLUSION

City Council consents to the creation of the CID and the expansion of the boundaries of the Fulton Industrial Community Improvement District as attached hereto.

BACKGROUND

The Fulton Industrial Community Improvement District (hereinafter "CID") was created by Resolution of the Fulton County Commission. It is subsequent to the creation of the CID, the City of South Fulton (hereinafter "City") was created in a geographical area including real property within the CID, and elected a Mayor and City Council which took office May 1, 2017. The majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID.

FINANCIAL IMPACT

There will be negligible financial impact to the FY21 budget and/or FY21 fiscal year appropriations/allocations. Projected costs beyond FY 2021 are not known.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval to adopt the Model Mile Plan

DATE: February 23, 2021

SUBJECT: Request Council Approval to adopt the Model Mile Plan

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Model Mile Plan	Cover Memo	2/18/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/21		
Requesting Department CDRA - Planning and Zoning	Council District(s) Affected City wide	
Requested Action As a Consent Item: Request Council's Approval to adopt the Model Mile Plan Council is asked to hear a short presentation from Andrew Kohr with POND concerning the Model Mile Plan. We are also asking for a Council vote on its acceptance.		
Requirements for Council Action (City specific Council policy, statute or code requirement) ARC is requesting Council acceptance of this plan by vote of approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Working closely with the Project Advisory Group, development of the Model Mile study started in November of 2019 and concluded in February of 2021. The process included analysis of existing conditions, community surveys, virtual public meetings, and presentations to the elected officials of each participating municipality. Taking a number of topographic, economic, environmental, and community factors into consideration, the trail was designed to connect to the existing Wolf Creek Trail and run adjacent to some of the Camp Creek wetlands. The trail also includes connections to seven businesses, green-space, the Wolf Creek Library, and the Wolf Creek Amphitheater.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval Digitally signed by Shayla Reed Date: 2021.02.10 16:41:29 -05'00' Shayla Reed		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 and Council

FROM: Nathan Mai-Lombardo, Planning and Zoning Administrator, *NML*

THROUGH: Shayla Reed, CDRA Director, and
Tammi Saddler Jones, City Manager

DATE: February 23, 2021

SUBJECT: **Adoption the AeroATL Greenway Model Mile Study**

Background

The City of South Fulton (COSF) partnered with the Aerotropolis Atlanta Alliance and the Atlanta Regional Commission (ARC) to conduct a feasibility study for a trail network that includes greenways and parks in Atlanta’s airport region. The trail network is a component of the AeroATL Greenway Master Plan that includes a total of seven municipalities in the airport area.

Summary of Events

Working closely with the Project Advisory Group, development of the Model Mile study started in November of 2019 and concluded in February of 2021. The process included analysis of existing conditions, community surveys, virtual public meetings, and presentations to the elected officials of each participating municipality.

Taking a number of topographic, economic, environmental, and community factors into consideration, the trail was designed to connect to the existing Wolf Creek Trail and run adjacent to some of the Camp Creek wetlands. The trail also includes connections to seven businesses, greenspace, the Wolf Creek Library, and the Wolf Creek Amphitheatre.

Next Steps/Need for Briefing

The complete document is being transmitted to Council for adoption at the February 23rd Council meeting. There will be a presentation from ARC at that meeting.

Cc: Corey Adams, City Clerk

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval to adopt the Campbellton Crossroads Plan

DATE: February 23, 2021

SUBJECT: Request Council Approval to adopt the Campbellton Crossroads Plan

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Campbellton Crossroads Plan	Cover Memo	2/18/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/21		
Requesting Department CDRA - Planning and Zoning	Council District(s) Affected City wide	
Requested Action As a Consent Item: Request Council 's Approval to adopt the Campbellton Crossroads Plan. Council is asked to hear a short presentation from Andrew Kohr with POND concerning the Campbellton Crossroads Plan.		
Requirements for Council Action (City specific Council policy, statute or code requirement) ARC is requesting Council acceptance of this plan by vote of approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Plan development started in March 2020 and included a mixture of stakeholder interviews, virtual public meetings, and a pop-up event that influenced the plan's concept and design. Since the plan includes property from both jurisdictions, residents and Council members from both South Fulton and Chattahoochee Hills worked closely on the plan's development. In addition to working to preserve the rural character of the area while anticipating future economic development, the plan also considers traffic, utility, topography, and safety concerns. The end product is a plan that emphasizes creating a high-quality development that invites access to the Chattahoochee river. The plan intends to preserve history by considering the Native American presence in the area, the formation of Campbell County, the area's past as an agricultural economy, all while nurturing the development of the area as a suburban oasis.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval Digitally signed by Shayla Reed Date: 2021.02.10 16:57:47 -05'00' Shayla Reed		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 and Council

FROM: Nathan Mai-Lombardo, Planning and Zoning Administrator, *NML*

THROUGH: Shayla Reed, CDRA Director, and
Tammi Saddler Jones, City Manager

DATE: February 23, 2021

SUBJECT: **Historic Campbellton Crossroads Framework Plan**

Background

The City of South Fulton (COSF) partnered with the City of Chattahoochee Hills and the Atlanta Regional Commission (ARC) to create a master plan for the Historic Campbellton area. This plan balances historic and natural resources with modern day regulations and development practices to create a hamlet that meets the social, economic, and recreation needs of both communities.

Summary of Events

Plan development started in March 2020 and included a mixture of stakeholder interviews, virtual public meetings, and a pop-up event that influenced the plan's concept and design. Since the plan includes property from both jurisdictions, residents and Councilmembers from both South Fulton and Chattahoochee Hills worked closely on the plan's development.

In addition to working to preserve the rural character of the area while anticipating future economic development, the plan also considers traffic, utility, topography, and safety concerns. The end product is a plan that emphasizes creating a high-quality development that invites access to the Chattahoochee river. The plan intends to preserve history by considering the Native American presence in the area, the formation of Campbell County, the area's past as an agricultural economy, all while nurturing the development of the area as a suburban oasis.

Next Steps/Need for Briefing

The complete document is being transmitted to Council for adoption at the February 23, 2021 Council meeting. There will be a presentation from ARC at this meeting.

Cc: Corey Adams, City Clerk

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of a Resolution Establishing Media and Communications Requirements for the City Communications Department

DATE: February 23, 2021

SUBJECT: Request Council Approval of a Resolution Establishing Media and Communications Requirements for the City Communications Department

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary_Media and Communcations Requirements Resolution 2.18.2021	Cover Memo	2/19/2021
Communications Department Regulations (Willis and Gumbs)	Cover Memo	2/18/2021
Communications Department Regulations 0126 (002)	Cover Memo	2/18/2021

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
84
85
86
87
88
89

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:

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: [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.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: First Reading of FY21 Budget Amendment #2
Ordinance

DATE: February 23, 2021

SUBJECT: First Reading of FY21 Budget Amendment #2
Ordinance

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Budget Amendant #2 Ordinance	Cover Memo	2/18/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 2/23/2021		
Requesting Department Finance	Council District(s) Affected ALL	
Requested Action Approve pending Budget Amendment #2 for the 2021 fiscal year.		
Requirements for Council Action (City specific Council policy, statute or code requirement) O.C.G.A. § 36-81-3 O.C.G.A. § 36-81-3(d)		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Due to unanticipated revenues received by the City, a budget amendment is required to appropriately account for and allocate funding. The pending amendments include a) Additional Cares Act funding (b) A Georgia Power and Greystone donation (c) A Sandtown Playground Donation and (d) Additional Blueline Proceeds. This amendment also notes two budget adjustments that do not require council's approval however the Finance Department wanted to make council aware.		
Funding Source (if applicable) General Fund		
Financial Impact (if applicable) Increase to General Fund Revenues and Expenditures		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval _____ _____		Finance Director Approval Nina Robinson Digitally signed by Nina Robinson Date: 2021.02.10 10:01:57 -05'00'
Assistant City Manager Approval _____	City Attorney Approval _____	City Manager Approval <i>Tammi Saddler Jones</i>

GOVERNMENT OF THE CITY OF SOUTH FULTON
OFFICE OF THE CITY MANAGER

WILLIAM "BILL" EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Mayor Edwards and City Council Members
FROM: Nina Robinson, Interim Finance Director *nr*
DATE: February 23, 2021

SUBJECT: 2021 Budget Amendment #2 and Budget Adjustments

- (a) Additional Cares Act
- (b) Georgia Power and Greystone
- (c) Sandtown Playground Donation
- (d) Camera Proceeds/Bearcat

Overview

Amendments

1. 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 bringing the total amount of Cares revenue to \$4,136,829.
2. Donations from Georgia Power and Greystone totaled in the amount of \$3,500 with Georgia Power donating \$2,500 and Greystone donating \$1,000.
3. The City received a donation to purchase & install playground equipment for Sandtown in the amount \$30,000.
4. The City is expected to receive additional revenue from Blueline for street camera revenue in the amount of \$1,360,000. \$360,000 is being allocated to Police for Bearcat purchase.

Budget Adjustments

5. \$90,000 was removed from contingency to support Cadeceus expenses relating to COVID-19 expenditures.
6. The legal budget is being reallocated to accommodate in-house legal staff. Rather than having the full legal budget allotted for operating expenses the budget is as follows:

Personnel:	368,942
Professional Fees:	600,000
Operating:	50,000
Other Litigation:	<u>581,058</u>
Total Legal:	1,600,000

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 adopt 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 Adopted 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
Adopted Budget Amendment
for Fiscal Year 2021
October 1, 2020 to September 30, 2021**

Funds

Revenues:	FY 2021 Adopted	FY 2021 Amendment 1	FY 2021 Amendment 2
General Fund	68,858,405	72,809,525	74,388,734
Blighted Properties	0	0	0
E-911 Fund	0	0	0
Restricted Grant Fund	667,710	66,710	667,710
Hotel/Motel Fund	100,000	100,000	100,000
TSPLOST	41,102,899	41,102,899	41,102,899
Capital Grants Fund	893,124	893,124	893,124
URA Capital	0	0	9,870,376
Solid Waste Fund	520,000	520,000	520,000
Total Revenues	\$112,142,138	\$115,492,258	\$127,542,843
Expenditures:			
General Fund	64,958,405	68,109,525	70,488,734
Blighted Properties Fund	200,000	200,000	200,000
E- 911 Fund	2,000,000	2,000,000	2,000,000
Restricted Grant Fund	1,533,500	1,533,500	1,533,500
Hotel/Motel Fund	100,000	100,000	100,000
TSPLOST	41,102,899	41,102,899	41,102,899
Capital Grants Fund	1,727,334	1,907,456	1,727,334
URA Capital	0	0	9,870,376
Solid Waste Fund	520,000	520,000	520,000
Total Expenses	\$112,142,138	\$115,473,380	\$127,542,843
Net Surplus/Deficit	0	18,878	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 _____ 2020. **CITY OF SOUTH FULTON, GEORGIA.**

“FIRST READING”

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

S. DIANE WHITE, CITY CLERK

APPROVED AS TO FORM:

EMILIA C. WALKER, CITY ATTORNEY

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The foregoing **ORDINANCE No. 2020-xxx** was adopted on _____
was moved for approval by Councilmember _____ and seconded by
Councilmember _____, and being put to a vote, the result was
as follows:

“FIRST READING”

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Mark Baker, Mayor Pro Tem	_____	_____
Catherine Foster Rowell	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Corey Reeves	_____	_____
khalid kamau	_____	_____

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: First Reading of An Ordinance Enhancing Operational Efficiency; Amending Section 4.13, City Clerk, of the City of South Fulton Charter

DATE: February 23, 2021

SUBJECT: First Reading of An Ordinance Enhancing Operational Efficiency; Amending Section 4.13, City Clerk, of the City of South Fulton Charter

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary_City Clerk Charter Change Ordinance 2.18.2021	Cover Memo	2/19/2021
City Clerk Duties Charter Amendment (Rowell)	Cover Memo	2/18/2021
Charter Amendment (City Clerk Duties) 1008 FIS	Cover Memo	2/18/2021

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: First Reading of Amended Parking Ordinance

DATE: February 23, 2021

SUBJECT: First Reading of Amended Parking Ordinance

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary_Amended Parking Ordinance 2.18.2021	Cover Memo	2/19/2021
Amended Parking Ordinance (Willis and Khalid) Final	Cover Memo	2/18/2021
Community No Parking Zone Ordinance 0126 (002)	Cover Memo	2/18/2021

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**

4
5 **AN ORDINANCE AMENDING TITLE 8, TRAFFIC AND VEHICLES, OF THE CITY**
6 **CODE OF ORDINANCES; ENHANCING CITY PARKING REGULATIONS AND FOR**
7 **OTHER LAWFUL PURPOSES**

8 **(Sponsored by Mayor Pro Tem Willis and Councilperson khalid)**
9

10 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
11 organized and existing under the laws of the State of Georgia;
12

13 **WHEREAS**, the duly elected governing authority of the City, is the Mayor and
14 Council thereof ("City Council");
15

16 **WHEREAS**, the City Charter authorizes the City to enact rules and regulations
17 concerning parking within the City;

18 **WHEREAS**, the City Council desires through this Ordinance to update City parking
19 regulations within the City in protection of City residents, visitors, employees and
20 businesses; and

21 **WHEREAS**, this Ordinance is in the best interests of the health and general
22 welfare of the City, its residents and general public.

23 **THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS** as
24 follows:
25

26 **Section 1.** The City of South Fulton Code of Ordinances, Title 8, Traffic and
27 Vehicles, Chapter 1, In General, is hereby amended by deleting Sec. 8-1017, No parking
28 rules, and replacing it with a new Sec. 8-1017, No parking rules, which shall read as
29 follows:
30

31 **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.

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, SR. 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: 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.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: First Reading of Parking Ordinance Recognizing City of South Fulton Veterans

DATE: February 23, 2021

SUBJECT: First Reading of Parking Ordinance Recognizing City of South Fulton Veterans

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary_Parking Ordinance Recognizing Veterans 2.18.2021	Cover Memo	2/19/2021
Parking Ordinance Recognizing COSF Veterans (Gumbs)	Cover Memo	2/18/2021
Parking Ordinance Veterans Parking 0126 (002)	Cover Memo	2/18/2021

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 VDH _____	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.

