City of South Fulton, Georgia

Agenda

City Council Regular Meeting

5440 Fulton Industrial Blvd.
South Fulton, GA 30336
Phone: 470-552-4311
cityofsouthfultonga.gov

The Honorable Carmalitha Gumbs, Mayor
The Honorable Catherine F. Rowell, District 1
The Honorable Aaron V. Johnson, District 2
The Honorable LaTonya Toni Wright, District 3
The Honorable Jaceey Sebastian, District 4
The Honorable Keosha B. Bell, District 5
The Honorable Natasha Williams-Brown, District 6
The Honorable Linda B. Pritchett, District 7

Tuesday, August 11, 2026 **7:00 PM** **City Hall**

SOUTH FULTON CITY COUNCIL MISSION STATEMENT:
To provide exceptional customer service that sustains a safe, inclusive, innovative, and an economically vibrant city.

Live-stream:	**Public Meeting Portal (CivicClerk):** https://southfultonga.portal.civicclerk.com
Public Comment:	https://www.cityofsouthfultonga.gov/3074/Public-Comment-at-Council-Meetings

I. Meeting Called to Order - Mayor Carmalitha Gumbs

II. Roll Call - Corey Adams, City Clerk

III. Invocation - City Chaplin

IV. Pledge of Allegiance

V. Adoption of Council Agenda

VI. Approval of City Council Meeting Minutes

A. Request Council Approval of the following City Council Regular Meeting Minutes: July 28, 2026

B. Council Approval of the following City Council Work Session Minutes: July 28, 2026

C. Request Council Approval of the following City Council Alcohol and Zoning Public Hearing Minutes: July 28, 2026

VII. Consent Agenda Items

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

Eloise Gay Dukes (Mayor and Full Council)
Lucille Casanas Alexander (Mayor and Full Council)
Terrie Ajile Axam (Mayor and Full Council)

Westwood Vikings (Mayor Gumbs)
Atlanta Black Restaurant Week (Mayor Gumbs)

B. Grants and Agreements

1 Request that the Council approve a PSA between Rodney Allen and the Cultural Affairs Department for arts education instruction not to exceed $6000.

2 Request that the Council approve a PSA between Kai Anwuzia and the Cultural Affairs Department for arts education instruction not to exceed $12000.

3 Request that the Council approve a PSA between Kareema Bangura and the Cultural Affairs Department for arts education instruction not to exceed $4000.

4 Request that the Council approve a PSA between Herlynn Benoit and the Cultural Affairs Department for arts education instruction not to exceed $6000.

5 Request that the Council approve a PSA between Venessa Chisolm and the Cultural Affairs Department for arts education instruction not to exceed $3000.

6 Request that the Council approve a PSA between Cheick Diop and the Cultural Affairs Department for arts education instruction not to exceed $3000.

7 Request that the Council approve a PSA between Ernest Hester and the Cultural Affairs Department for arts education instruction not to exceed $4000.

8 Request that the Council approve a PSA between Ladreauna Johnson and the Cultural Affairs Department for arts education instruction not to exceed $4000.

9 Request that the Council approve a PSA between Julia Mason and the Cultural Affairs Department for arts education instruction not to exceed $6000.

10 Request that the Council approve a PSA between Miss Lacey Studios and the Cultural Affairs Department for arts education instruction not to exceed $7000.

11 Request that the Council approve a PSA between Linda Poindexter and the Cultural Affairs Department for arts education instruction not to exceed $6000.

12 Request that the Council approve a PSA between Mona Scott and the Cultural Affairs Department for arts education instruction not to exceed $8000.

13 Request that the Council approve a PSA between Veda Simpson and the Cultural Affairs Department for arts education instruction not to exceed $4000.

14 Request that the Council approve a PSA between Eric Spivey and the Cultural Affairs Department for arts education instruction not to exceed $18000.

15 Request that the Council approve a PSA between Jamila Turner and the Cultural Affairs Department for arts education instruction not to exceed $8000.

16 Request that the Council approve a PSA between Sandra Wills and the Cultural Affairs Department for arts education instruction not to exceed $7000.

17 Request that the Council approve a PSA between Wlnavi Zinsou and the Cultural Affairs Department for arts education instruction not to exceed $12000.

C. Request Council Approval of the following donation:

~~Donation by Greystone Power in the amount of $10,000 for the Dog Blessing event, October 10, 2026, Cliftondale Park, 11 AM - 4 PM (Mayor Gumbs)~~

D. Request Council Approval of the following events:

D4 Autism Sensory Festival, April 10, 2027
D4 Fire and Ice Community Event, April 3, 2027

VIII. Alcohol License, Rezonings, Variance and Modification Cases (For Motion and Vote)

A. Request Council Consideration of an alcohol beverage license application for South Side Touché LLC, DBA South Side Touché, has been submitted and is requesting approval for the consumption sales of wine, beer, and distilled beverages located at 5495 Old National Hwy, STE B-15, Atlanta, GA 30349. (District 5) (Item held at the July 28, 2026 Council Meeting)

B. Second Read and Request Council Approval of TA26-003 An Ordinance To Amend The City Of South Fulton Zoning Ordinance, As Amended, To Repeal Ordinance 2024-034 And Replace With An Ordinance To Regulate The Development And Operation Of Data Centers Within The City Of South Fulton; To Establish Zoning, Permitting, Population Limits, And Performance Standards; To Protect Public Infrastructure And Neighborhoods

Staff Recommendation: Approval

Planning Commission Recommendation: Approval with the following conditions:
1. Restrict data centers to M-2 districts rather than M-1 and M-2.
2. Require the utility-capacity letter within 90 days.
3. Require developers to repair property or infrastructure damage caused by development.
4. Encourage utility towers and related equipment to be screened or placed away from prominent public views.
5. Add a reference to or requirement concerning solar power.
6. Include glycol cooling as an available cooling option.
7. Change the minimum lot size from 20 acres to 10 acres.

IX. Public Comments (Comments regarding Zoning Cases will not be allowed)

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 forgoing.

X. Council Comments

XI. Agenda Items

A. Administration

1. Request Council Approval Of A Resolution To Erect Honorary Street Signs As follows:

   New Hope Road – Roger Bruce Way
   Wallace Road – Rev. Dr. Walter Kimbrough and Congressman John Lewis Way

   (Sponsored by Mayor Gumbs)

2. Request Council Approval Of A Resolution To Rename The Southwest Arts Center In Honor And Recognition Of Former Mayor William "Bill" Edwards (Sponsored by Mayor Gumbs)

B. First Read Ordinances

1. First Read: An Ordinance To Amend The Administrative Guidelines For Tree Preservation Of The Code Of The Code Of Ordinances, City Of South Fulton, Georgia (Sponsored by Councilmembers Sebastian, Williams-Brown, Johnson)

2. First Read: An Ordinance To Amend Title 1, Administration, Of The City Of South Fulton Code of Ordinances, To Help Ensure High Ethical Standards Within The City (Sponsored by Mayor Gumbs)

3. First Read: An Ordinance To Amend Title 1, Administration, Of The City Of South Fulton Code Of Ordinances, To Allow For Coverage Of Legal Fees For Elected Officials (Sponsored by Mayor Gumbs)

4. First Read of a Zoning Ordinance: Z26-001/CDP26-003: Bridge Logistics c/o Henry Bailey requesting a rezoning from SUB-A (Suburban A Single-Family Dwelling District/Sandtown Overlay District) to M-1 (Light Industrial District) to develop approximately 1,600,500 square foot light industrial warehouse/distribution campus consisting of six buildings on 157.86 acres; Requesting a Future Land Use Amendment from the Suburban I Neighborhood Character Area to the Industrial Character Area at 0 Campbellton Road & 0, 336, 2230, 6460, 2391, 2331 Chattahoochee Drive. City Council District 1

   Staff Recommendation:
   Z26-001: Approval Conditional
   CDP26-003: Approval Conditional

   Planning Commission Recommendation:
   Z26-001: Denial
   CDP26-003: Denial

5. First Read of a Zoning Ordinance: Case Z26-010/CV26-002: An application by 2020 Enterprise Group, LLC c/o Battle Law requesting a rezoning from CUP (Community Unit Plan/Cliftondale Overlay District) to SH (Senior Housing District/Cliftondale Overlay District) with concurrent variances to Sec. 509.05(c) to eliminate the 50’ zoning buffer and improvement setback on the northwestern tip and reduce the 50’ buffer to 25’ on the western property line to develop a 50 unit mixed residential senior

community for residents age 62 and older on approximately 13.8 acres at 7490 Butner Road. (Parcel IDs: 09C100000320370) Council District: 4.

Staff Recommendation
Z26-010 Approval
CV26-002 Approval

Planning Commission Recommendation
Z26-010 Denial
CV26-002 Denial

6. First Read of a Zoning Ordinance: Z26-011: Dianne Lloyd requesting a rezoning from R-6 (Two-Family Dwelling District/ Cliftondale Overlay District) to AG-1 (Agricultural District) to subdivide property into four lots for residential use on 10.68 acres at 0 & 7390 Cedar Grove Road (Parcel IDs: 07 070101090361& 07 07010109035). City Council District 4.

   Staff Recommendation: Approval
   Planning Commission: Approval Conditional to Rezone from R-6 to AG-1.

7. First Read of a Zoning Ordinance: Z26-012/CDP26-005/CV26-003: Greater Turner Chapel AME Church c/o Darnell Moore requesting a rezoning from R-3 (Single-Family Dwelling District) to SH (Senior Housing District), a future land use amendment from the Suburban I Neighborhood Character Area to Community Live Work Character Area and a concurrent variance to reduce the 40ft undisturbed buffer to 20ft on the west and south side of the property to accommodate a retaining wall and walking path on 5.16 acres at 4685 Cascade Road (Parcel ID: 14F0060 LL0524). City Council District 1.

   Staff Recommendation:
   Z26-012: Denial
   CDP26-005: Denial
   CV26-003: Denial

   Planning Commission Recommendation:
   Z26-012: Denial
   CDP26-005: Denial
   CV26-003: Denial

8. First Read of a Zoning Ordinance: Z26-014/CDP26-004: Taliya King requesting a rezoning from AG-1 (Agricultural District/Old National Highway Overlay District) to R-4 (Single-Family Dwelling District/Old National Highway Overlay District) to develop two single family detached dwellings with a land use amendment from Regional Live Work Character Area to the Suburban I Neighborhood Character Area on 0.52 acres at 5250 Northfield Blvd (Parcel ID: 13 0068 LL0888). City Council District 5.

   Staff Recommendation: Denial
   Planning Commission: Denial

9. First Read of a Zoning Ordinance: Z26-015/U26-007: An application by Welcome Foods is requesting a rezoning from MIX (Mixed Use) to C-2 (General Commercial) along with a Special Use Permit (SUP) to develop a 5,000 square foot gas station/convenience store with fuel pumps and 1,800 square feet drive-thru restaurant on 2.13 acres at 4225 & 4165 Flat Shoals Road. City Council District: 4

   Staff Recommendation:
   Z26-015: Denial
   U26-007: Denial

   Planning Commission
   Z26-015: Denial
   U26-007: Denial

10. First Read of a Zoning Ordinance: Case Z26-020: An Ordinance by the City of South Fulton City Council to rezone a portion of +/- 255.35 acres of property located at 0 Enon Road, 0 Vandiver Road Rear, 0 Merk Road, 0 Merk Road Rear, Tax Parcel Nos. portion of 14F0096LL0159 from R-4 (Single Family Dwelling) to TR (Townhouse Residential District), portion of 14F0103LL0093 from R-4 (Single Family Dwelling) and CUP (Community Unit Plan) to TR (Townhouse Residential District), portion of 14F0095LL0358 from CUP (Community Unit Plan) to TR (Townhouse Residential District), 14F0074LL0015 from AG-1 (Agriculture) to R-5 (Single Family Dwelling District), portion of 14F0074LL0023 from AG-1 (Agriculture) to R-5 (Single Family Dwelling District), and 14F0096LL0167 from R-4 (Single Family Dwelling) to R-5 (Single Family Dwelling District) and TR (Townhouse Residential District). City Council District 2.

XII. Walk-On Items (if necessary)

A. ADD ON: Request Council Approval of the following amended event:

   District 5 Health Event, Saturday, October 10, 2026, Burdett Recreation Center (New date replaces previously approved August 29, 2026, and September 8, 2026, dates)

B. ADD ON: Request Council Approval of the following Board Appointments:

   Appointment of Rodney Littles to the Board of Zoning Appeals (Sponsored by Councilmember Natasha Williams-Brown)
   Appointment of Benny Crane to Position 6 on the Downtown Development Authority Board (Sponsored by Councilmember Natasha Williams-Brown)

XIII. Executive Session, if neccesary

XIV. Adjournment of Meeting

CITY OF SOUTH FULTON, GEORGIA

City Council Regular Meeting
City Hall
Tuesday, July 28, 2026, 7:00 PM

City Council Regular Meeting Minutes

I. Meeting Called to Order - Mayor Gumbs

Mayor Carmalitha Gumbs called the meeting to order at 7:10 PM.

II. Roll Call - Corey Adams, City Clerk

Present: Mayor Carmalitha Gumbs
Councilmember Catherine F. Rowell
Councilmember Aaron V. Johnson
Councilmember Helen Z. Willis
Councilmember Jaceey Sebastian
Councilmember Keosha B. Bell
Councilmember Linda B. Pritchett
Councilmember Natasha Williams-Brown

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

III. Invocation - City Chaplin

City Chaplain gave the invocation, followed by the Pledge of Allegiance.

IV. Pledge of Allegiance

V. Adoption of Council Agenda

Mayor Carmalitha Gumbs approved the amended council agenda by unanimous consent.

Amendments:
A. Request Council Approval of the following donations: Donation of $6,000.00 given by Delivering Opportunities through Vocational Education Services (DOVES) for District 4 school supplies
B. Request Council Approval of the following Council Appointment to or Removal from Boards or Commissions: Appointment of Jane Williams as the District 7 representative for the Code Enforcement Board (Sponsored by Councilmember Pritchett)

C. Please note the correction to the Special Events Cleaning Services RFP. Replace RFP #26-15 with RFP #26-21.
D. Add the following events for approval:

D1 - Randolph ES Open House 7/30/26
D1 - Camera-Ready/Film Ready: Georgia's Booming Film Industry 8/6/26

VI. Approval of City Council Meeting Minutes

Mayor Carmalitha Gumbs approved the City Council Meeting Minutes for May 26, 2026, by unanimous consent with no objections.

A. Request Council Approval of the following City Council Regular Meeting Minutes: July 14, 2026

B. Council Approval of the following City Council Work Session Minutes: July 14, 2026

C. Request Council Approval of the following City Council Alcohol and Zoning Public Hearing Minutes: July 14, 2026

VII. Consent Agenda Items

Mayor Carmalitha Gumbs approved the Consent Agenda by unanimous consent with no objections.

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

Dr. Walter Sullivan (Mayor Gumbs)
Irene M. Richardson (Mayor and Full Council)

B. Procurement and Contracts

1. The Procurement Department requests approval from City Council to award contracts under RFP No. ~~26-15~~ 26-21, Special Events Cleaning Services, to provide event cleaning services for City-owned facilities and public events on an as-needed basis. Staff recommends awarding contracts to:
   • L&A Family Cleaning Services, LLC
   • The Cleaning Advantage
   • Project Soy Cleaning, LLC
   • System 1 Inc.
   Each contract will have an initial term of one, 1, year, with three, 3, additional one, 1, year renewal options, exercisable at the City's sole discretion. Each contract shall not exceed $300,000.00 during the initial term, subject to approved budget appropriations.

2. The Procurement Department requests approval from the City Council to award RFP No. 26, 14, Fire Rescue Heavy Duty Vehicle Maintenance and Repair Services to the following vendors:
   • Ten 8 Fire Equipment
   • Randall Brackett
   • Springs & Suspension
   The contracts will have an initial term of one year, with additional one-year renewal options. The awarded vendors will provide maintenance, diagnostics, inspections, and repairs for the City's Fire Rescue heavy-duty vehicle fleet on an as-needed basis. Multiple awards will ensure service continuity, maintain operational readiness of emergency response vehicles, and provide the City with greater flexibility in meeting fleet maintenance needs. Funding is available within the approved General Services budget. Each contract shall have a not-to-exceed amount of Five Hundred Thousand Dollars ($500,000.00) per fiscal year, subject to annual budget appropriation.

3. The Procurement Department requests City Council to authorize a piggyback agreement with Bridgestone Americas Tire Operations, LLC under State of Georgia Statewide Contract No. 99999-001-SPD0000203-001 for the purchase of new and retreaded tires, in an amount not to exceed three hundred fifty thousand dollars ($350,000.00) per fiscal year. The agreement will be effective upon execution and remain valid through June 20, 2027, with renewal options subject to the continued availability and renewal of the State contract, satisfactory performance, and approved funding. The contract will provide tires on an as-needed basis to support City fleet operations and maintain operational readiness.

4. The Procurement Department requests approval from City Council to authorize a cooperative purchasing agreement with Staples Contract & Commercial LLC under Sourcewell Contract No. 070924-SCC for the purchase of office supplies, furniture, technology products and related goods. The City's agreement will have an initial term of one year from the date of execution, with three additional one-year renewal options, subject to satisfactory performance, the continued availability of the Sourcewell contract, and approved funding. The underlying Sourcewell contract remains in effect through February 2, 2029. Funding is available within approved departmental budgets for the applicable fiscal in an amount not to exceed two hundred thousand dollars ($250,000.00) per fiscal year.

5. The Procurement Department requests City Council to authorize a piggyback agreement with Fastenal Company under State of Georgia Statewide Contract No. 99999-001-SPD0000181-002 for the purchase of maintenance, repair and operations supplies equipment, and related products. The agreement will remain in effect through March 30, 2027, and may be extended only if the State of Georgia renews or extends the underlaying statewide contract. Purchases will be made on an as-needed

basis to support City operations. Funding is available within approved departmental budgets, in an amount not to exceed three hundred twenty-five thousand dollars ($325,000.00) per fiscal year.

6. The Procurement Department requests approval from the City Council to execute a piggyback agreement with Michelin North America, Inc. under State of Georgia Statewide Contract No. 9999-001-SPD0000203-0002 for the purchase of new and retreaded tires in an amount not to exceed One Hundred Fifty Thousand Dollars ($150,000.00). The agreement will have an initial term of one year, effective July 1, 2026, through June 30, 2027, with additional one-year renewal options contingent upon the continued availability and renewal of the State contract, satisfactory vendor performance, approved funding, and mutual agreement of both parties. The agreement will provide new and retreaded tires on an as-needed basis to support the City's fleet operations, ensure vehicle reliability, and maintain operational readiness. Funding is available within the approved General Services budget.

7. The Procurement Department requests approval from the City Council to award RFP No. 26-25, Municipal Fleet Collision Repair and Body Shop Services to the following vendors:
   • Akins Ford LLC
   • Brilliant Motorsports LLC
   • Element Fleet Corporation
   • MEWS Inc. d/b/a Clutch Car Care
   The contracts will have an initial term of one year, with three additional one-year renewal options. The awarded vendors will provide collision repair and related body shop services for the City's municipal fleet on an as-needed basis. Multiple awards will ensure service continuity, provide timely and cost-effective repair services, maintain the operational readiness of the City's fleet, and provide the City with greater flexibility in meeting fleet maintenance needs. Funding is available within the approved General Services Department budget. Each contract shall have a not-to-exceed amount of Two Hundred Fifty Thousand Dollars ($250,000.00) per fiscal year.

C. Request Council Approval of the following events:

Tea with Toni Monthly Listening Sessions - 6:00 pm - 7:30 pm. (District 3)

August 20, 2026 at Cliftondale Park Community Center
September 17, 2026 TBD
October 15, 2026 TBD
November 19, 2026 (Welcome All)
January 21, 2027 TBD
February 18, 2027 TBD
March 18, 2027 TBD
April 15, 2027 TBD
June 17, 2027 TBD

July 15, 2027 TBD
August 19, 2027 TBD

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

1. Minor Plat for 8475 Campbellton-Fairburn Road. Located in Council District #4, This Minor Plat is for the Split of a 7.4 Acre Parcel into 2 Lots.
2. Minor Plat for 2224 Bethsaida Road. Located in Council District #7, This Minor Plat is for the combination of Five (5) Tracts into One 45.94 Acre Parcel.

VIII. Alcohol License, Rezonings, Variance and Modification Cases (For Motion and Vote)

A. Request Council Consideration of an alcohol beverage license application for South Side Touché LLC, DBA South Side Touché, has been submitted and is requesting approval for the consumption sales of wine, beer, and distilled beverages located at 5495 Old National Hwy, STE B-15, Atlanta, GA 30349. (District 5)

A motion was made to defer Section VIII. A to August 11, 2026, Council Meeting. The motion was approved unanimously, 7-0.

Motion (Defer): Councilmember Bell
Second: Councilmember Sebastian
(Motion Passed)

Yea:	7 Councilmember Rowell, Councilmember Johnson, Councilmember Sebastian, Councilmember Bell, Councilmember Williams-Brown, Councilmember Pritchett, Councilmember Wright
Nay:	0 None
Abstain:	0 None
Not Voting:	3 Mayor Carmalitha Gumbs, Interim City Attorney Sara Kelly, City Manager Sharon Subadan

B. Second Read and Request Council Approval of A Zoning Ordinance: Z26-009/U26-005: Bryant T Marks requesting a rezoning from R-3 (Single-Family Dwelling District/Cliftondale Overlay District) to AG-1 (Agricultural District/Cliftondale Overlay District) zoning; Requesting a Special Use Permit for a Country Inn at 0 & 4965 Butner Road (Parcel IDs: 14F0144 LL1092 and 14F0144 LL1068). City Council District 2

Staff Recommendation
Z26-009 Approval
U26-005 Approval

Planning Commission Recommendation

Z26-009 Approval
U26-005 Approval

Mayor Carmalitha Gumbs approved Section VIII.B by unanimous consent, with no objections.

IX. Public Comments (Comments regarding Zoning Cases will not be allowed)

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 forgoing.

In-Person:
Jewel Johnson
Brandan Fulton
Mike Johnson
Dr. Gloria Milow

Online: Doris Clark

X. Council Comments

XI. Agenda Items

A. Administration

1. Request Council Approval Of A Resolution Establishing A Three (3) Week Moratorium On Events Leading Up To And Including the City's Tenth Anniversary, May 1, 2027 From April 17, 2027 Through May 8, 2027 (Sponsored Mayor Carmalitha Gumbs)

Mayor Carmalitha Gumbs approved Section XI: A.1 by unanimous consent with no objections.

B. First Read Ordinances

1. First Read: TA26-003 An Ordinance To Amend The City Of South Fulton Zoning Ordinance, As Amended, To Repeal Ordinance 2024-034 And Replace With An Ordinance To Regulate The Development And Operation Of Data Centers Within The City Of South Fulton; To Establish Zoning, Permitting, Population Limits, And Performance Standards; To Protect Public Infrastructure And Neighborhoods

FIRST READ.

XII. Walk-On Items (if necessary)

Mayor Carmalitha Gumbs approved Sections XII: A and B walk-on items unanimously, with no objections.

Add-on:
1. Please note the correction to the Special Events Cleaning Services RFP. Replace RFP #26-15 with RFP #26-21.

A. Request Council Approval of the following donations:

Donation of $6,000.00 by Delivering Opportunities through Vocational Education Services (DOVES) for District 4 school supplies

B. Request Council Approval of the following Council Appointment to or Removal from Boards or Commissions:

Appointment of Jane Williams as the District 7 representative for the Code Enforcement Board (Sponsored by Councilmember Pritchett)

C. Add the following events for approval:
D1 - Randolph ES Open House 7/30/26
D1 - Camera-Ready/Film Ready: Georgia's Booming Film Industry 8/6/26

XIII. Executive Session, if neccesary

NO EXECUTIVE SESSION.

XIV. Adjournment of Meeting

Chair Mayor Carmalitha Gumbs adjourned the City Council Regular meeting at 7:58 PM by unanimous consent.

CITY OF SOUTH FULTON, GEORGIA

City Council Work Session
City Hall
Tuesday, July 28, 2026, 4:00 PM

City Council Work Session Minutes

I. Meeting Called to Order - Mayor Gumbs

Mayor Carmalitha Gumbs called the meeting to order at 4:00 PM.

II. Roll Call - Corey Adams, City Clerk

Present: Mayor Carmalitha Gumbs
Councilmember Catherine F. Rowell
Councilmember Aaron V. Johnson
Councilmember Helen Z. Willis
Councilmember Jaceey Sebastian
Councilmember Keosha B. Bell
Councilmember Linda B. Pritchett
Councilmember Natasha Williams-Brown

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

III. City Manager Items - Sharon D. Subadan, City Manager

A. Introduction of New Employees

Presented by Mrs. Sharon Subadan, City Manager.

IV. Presentations

A. Community Development and Regulatory Affairs Process Improvement

Presented by Mr. Reginald McClendon, Managing Director, Department of Community Development and Regulatory Affairs, and Mr. Byron Marshall, Representative of NFBPA.

B. Discussion: Regulation Of the Development And Operation Of Data Centers Within The City Of South Fulton

Presented by Interim Attorney Sara Kelly, Ms. Celine Benoit, Principal Planner for Water Efficiency at the Atlanta Regional Commission, and Attorney Brandon L. Bowen of Jenkins, Bowen & Walker, PC.

V. Executive Session, if neccesary

NO EXECUTIVE SESSION.

VI. Adjournment of Meeting

Chair Mayor Carmalitha Gumbs adjourned the Alcohol License and Zoning meeting at 6:25 PM by unanimous consent.

CITY OF SOUTH FULTON, GEORGIA

Alcohol License and Zoning Public Hearings Special Meeting
City Hall
Tuesday, July 28, 2026, 5:00 PM

Alcohol License and Zoning Public Hearings Special Meeting Minutes

I. Meeting Called to Order - Mayor Gumbs

Mayor Carmalitha Gumbs called the meeting to order at 6:25 PM.

II. Roll Call - Corey Adams, City Clerk

Present: Mayor Carmalitha Gumbs
Councilmember Catherine F. Rowell
Councilmember Aaron V. Johnson
Councilmember Helen Z. Willis
Councilmember Jaceey Sebastian
Councilmember Keosha B. Bell
Councilmember Linda B. Pritchett
Councilmember Natasha Williams-Brown

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

III. Alcohol Licenses, Rezonings, Variance and Modification Cases (For Presentation and Public Hearing Only)

A. (Public Hearing) TA26-003 An Ordinance To Amend The City Of South Fulton Zoning Ordinance, As Amended, To Repeal Ordinance 2024-034 And Replace With An Ordinance To Regulate The Development And Operation Of Data Centers Within The City Of South Fulton; To Establish Zoning, Permitting, Population Limits, And Performance Standards; To Protect Public Infrastructure And Neighborhoods

Staff Recommendation: Approval
Planning Commission Recommendation: Approval with the following conditions:
1. Restrict data centers to M-2 districts rather than M-1 and M-2.
2. Require the utility-capacity letter within 90 days.
3. Require developers to repair property or infrastructure damage caused by development.

4. Encourage utility towers and related equipment to be screened or placed away from prominent public views.
5. Add a reference to or requirement concerning solar power.
6. Include glycol cooling as an available cooling option.
7. Change the minimum lot size from 20 acres to 10 acres.

Public Hearing:
Favor: None
Opposition: Mrs. Michelle Battle
Written Comments: Doris Clark

IV. Proclamation Presentation

PROCLAMATIONS PRESENTED.

A. Presentation to the Swordfish Swim Team (Mayor Gumbs)

B. Municipal Leader Community and Workplace Culture Course certificate presentation by Freddie Broome. (Councilmember Pritchett)

C. Recognition of the Finance Department for the Acceptance of the Government Finance Officers Association Distinguished Budget Presentation Award

D. ADD ON: Presentation of the Unity in the Community Award from the South Fulton National Day of Prayer Committee

E. ADD ON: Proclamation Presentation in Honor of Anthony Rocket Knight

V. Executive Session, if neccesary

No Executive Session.

VI. Adjournment of Meeting

Chair Mayor Carmalitha Gumbs adjourned the Alcohol License and Zoning Public Hearing Meeting at 7:10 PM.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED

REQUESTED ACTION

Mayor/Council Proclamations for Spreading on the Minutes:

Eloise Gay Dukes (Mayor and Full Council)
Lucille Casanas Alexander (Mayor and Full Council)
Terrie Ajile Axam (Mayor and Full Council)
Westwood Vikings (Mayor Gumbs)
Atlanta Black Restaurant Week (Mayor Gumbs)

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

_____ Date:

,

_____ Date:

William Whitaker, Director

Gregory Dyson, Director

Date:

Wendy Angelety, Management and Budget Manager

Date:

Sharon Subadan, City Manager

Date:

Sara Kelly, Interim City Attorney

Date:

Corey Adams, City Clerk

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED

REQUESTED ACTION

Grants and Agreements

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

_____ Date:

,

_____ Date:

William Whitaker, Director

_____ Date:

Gregory Dyson, Director

_____ Date:

Wendy Angelety, Management and Budget Manager

_____ Date:

Sharon Subadan, City Manager

Date:

Sara Kelly, Interim City Attorney

Date:

Corey Adams, City Clerk

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Rodney Allen and the Cultural Affairs Department for arts education instruction not to exceed $6000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL
SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and RODNEY ALLEN (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other

information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement.

12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.

13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN**

CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Rodney Allen
    rallenmusic11@gmail.com
    404-395-6923

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of

race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

RODNEY ALLEN

Rodney Allen

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
SAP Group Piano I	55+	Monday, Wednesday	10:00 AM	11:00 PM	2
SAP Group Piano II	55+	Wednesday	11:15 PM	12:15 PM	1
SAP Group Piano III	55+	Monday	11:15 PM	12:15 PM	1
Total Weekly Hours					4
Estimated fee per 8-week session					$1,920

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.

- Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.
- Plans must be submitted to the Program Manager one week before the session start date.

2. Class Delivery
    - Provide engaging, age-appropriate, and inclusive instruction.
    - Ensure materials, equipment, and technology needs are communicated in advance.
    - Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.

- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.
- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $1,920.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $6,000.00 unless otherwise authorized in writing by the City
II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Kai Anwuzia and the Cultural Affairs Department for arts education instruction not to exceed $12000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and KAI ANWUZIA (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

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WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

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e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

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any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

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    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Kai Anwuzia
    lewiskai81@yahoo.com
    404-797-0378

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in

every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

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22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

KAI ANWUZIA

Kai Anwuzia

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
Individual Vocal Lessons	5+	Wednesday	4:30 PM	8:30 PM	4
Individual Vocal Lessons	5+	Saturday	9:30 AM	12:30 PM	3
SAP Line Dancing	55+	Tuesday	3:30 PM	4:30 PM	1
Total Weekly Hours					8
Estimated fee per 8-week session					$3,840.00

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.

- Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.
- Plans must be submitted to the Program Manager one week before the session start date.

2. Class Delivery
    - Provide engaging, age-appropriate, and inclusive instruction.
    - Ensure materials, equipment, and technology needs are communicated in advance.
    - Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.

- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.
- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $3,840.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $12,000.00 unless otherwise authorized in writing by the City

II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Kareema Bangura and the Cultural Affairs Department for arts education instruction not to exceed $4000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and KAREEMA BANGURA (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

    d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of

any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement.

12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.

13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Kareema Bangura
    bangurakareema@gmail.com
    478-273-9429

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in

every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that the Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

KAREEMA BANGURA

Kareema Bangura

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
Hip-Hop	8-12	Tuesday	6:15 PM	7:15 PM	1
Creative Movement	4-7	Thursday	5:00 PM	6:00 PM	1
Total Weekly Hours					2
Estimated fee per 8-week session					$960.00

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.
    - Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.
    - Plans must be submitted to the Program Manager one week before the session start date.

2. Class Delivery
    - Provide engaging, age-appropriate, and inclusive instruction.
    - Ensure materials, equipment, and technology needs are communicated in advance.
    - Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.
- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.
- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.

- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $960.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $4,000.00 unless otherwise authorized in writing by the City.

II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Herlynn Benoit and the Cultural Affairs Department for arts education instruction not to exceed $6000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date") is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and HERLYNN BENOIT (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

    d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of

any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement.

12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.

13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Herlynn Benoit
    herlynnb@gmail.com
    (404) 769-3064

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in

every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

HERLYNN BENOIT

Herlynn Benoit

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
Adult Yoga	18+	Monday	5:30 PM	6:30 PM	1
SAP Yoga	55+	Tuesday, Thursday	2:00 PM	3:00 PM	2
Total Weekly Hours					3
Estimated fee per 8-week session					$1,440

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.
    - Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.

- Plans must be submitted to the Program Manager one week before the session start date.

2. Class Delivery
    - Provide engaging, age-appropriate, and inclusive instruction.
    - Ensure materials, equipment, and technology needs are communicated in advance.
    - Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.
- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.

- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $1,440.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $6,000.00 unless otherwise authorized in writing by the City
II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Venessa Chisolm and the Cultural Affairs Department for arts education instruction not to exceed $3000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and VANESSA CHISOLM, THE TAP REBELS LLC (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

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CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

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16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

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    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Vanessa Chisolm, The Tap Rebels
    vanessaz@wearethetaprebels.com
    404-840-9856

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of

race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

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21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

VANESSA CHISOLM

Vanessa Chisolm, The Tap Rebels, LLC

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
SAP Tap	55+	Thursday	11:15 AM	12:15 PM	1
Total Weekly Hours					1
Estimated fee per 8-week session					$800.00

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.
    - Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.
    - Plans must be submitted to the Program Manager one week before the session start date.
2. Class Delivery

- Provide engaging, age-appropriate, and inclusive instruction.
- Ensure materials, equipment, and technology needs are communicated in advance.
- Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.
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- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $100.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $800.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $3,000.00 unless otherwise authorized in writing by the City

II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Cheick Diop and the Cultural Affairs Department for arts education instruction not to exceed $3000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and CHEICK DIOP (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

    d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of

any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement.

12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.

13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Cheick Diop
    cheick.diop@gmail.com
    404-787-3131

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in

every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

CHEICK DIOP

Cheick Diop

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
West African Drum	5+	Tuesday	5:30 PM	6:30 PM	1
Total Weekly Hours					1
Estimated fee per 8-week session					$480.00

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.
    - Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.
    - Plans must be submitted to the Program Manager one week before the session start date.
2. Class Delivery

- Provide engaging, age-appropriate, and inclusive instruction.
- Ensure materials, equipment, and technology needs are communicated in advance.
- Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.
- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.
- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $480.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $3,000.00, unless otherwise authorized in writing by the City.

II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Ernest Hester and the Cultural Affairs Department for arts education instruction not to exceed $4000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and ERNEST HESTER (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

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6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

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any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

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10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

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13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

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16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Ernest Hester
    ehester58@gmail.com
    404-791-6710

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in

every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

ERNEST HESTER

Ernest Hester

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
SAP Tai Chi I	55+	Tuesday	11:15 AM	12:15 AM	1
SAP Tai Chi II	55+	Tuesday	12:30 AM	1:30 PM	1
Total Weekly Hours					2
Estimated fee per 8-week session					$960.00

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.
    - Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.

- Plans must be submitted to the Program Manager one week before the session start date.

2. Class Delivery
    - Provide engaging, age-appropriate, and inclusive instruction.
    - Ensure materials, equipment, and technology needs are communicated in advance.
    - Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.
- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.

- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $960.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $4,000.00 unless otherwise authorized in writing by the City

II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Ladreauna Johnson and the Cultural Affairs Department for arts education instruction not to exceed $4000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and LA'DREAUNA JOHNSON (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

    d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of

any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement.

12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.

13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    La'Dreauna Johnson
    ladreauna.johnson@woodward.edu
    813-784-1461

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in

every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that the Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

LA'DREAUNA JOHNSON

La'Dreauna Johnson

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
Dance Fit	18+	Tuesday	6:15 PM	7:15 PM	1
Total Weekly Hours					1
Estimated fee per 8-week session					$480.00

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.
    - Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.
    - Plans must be submitted to the Program Manager one week before the session start date.
2. Class Delivery
    - Provide engaging, age-appropriate, and inclusive instruction.

- Ensure materials, equipment, and technology needs are communicated in advance.
- Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.
- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.
- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $480.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $4,000.00 unless otherwise authorized in writing by the City.

II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Julia Mason and the Cultural Affairs Department for arts education instruction not to exceed $6000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and JULIA MASON (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

    d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of

any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement.

12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.

13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Julia Mason
    fann2467@bellsouth.net
    404-402-9721

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in

every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

JULIA MASON

Julia Mason

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
SAP Sewing A	55+	Thursday	12:15 PM	2:15 PM	2
SAP Sewing B	55+	Thursday	2:30 PM	4:30 PM	2
Total Weekly Hours					4
Estimated fee per 8-week session					$1,920.00

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.
    - Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.
    - Plans must be submitted to the Program Manager one week before the session start date.
2. Class Delivery

- Provide engaging, age-appropriate, and inclusive instruction.
- Ensure materials, equipment, and technology needs are communicated in advance.
- Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.
- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.
- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $1,920.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $6,000.00 unless otherwise authorized in writing by the City.

II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Miss Lacey Studios and the Cultural Affairs Department for arts education instruction not to exceed $7000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and MISS LACY STUDIOS, LLC (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

    d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

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16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

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    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Miss Lacy Studios, LLC
    misslacystudios@gmail.com
    404-276-1747

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in

every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

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21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

MISS LACY STUDIOS, LLC

Lauren Lacy

Date:

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
Adult Digital Illustration	18+	Tuesday	6:00 PM	7:30 PM	1.5
Illustration	8-12	Saturday	10:00 AM	11:30 AM	1.5
Illustration II	8-12	Saturday	12:00 PM	1:30 PM	1.5
Total Weekly Hours					4.5
Estimated fee per 8-week session					$2,160

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.
    - Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.

- Plans must be submitted to the Program Manager one week before the session start date.

2. Class Delivery
    - Provide engaging, age-appropriate, and inclusive instruction.
    - Ensure materials, equipment, and technology needs are communicated in advance.
    - Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.
- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.

- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $2,160.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $7,000.00 unless otherwise authorized in writing by the City

II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Linda Poindexter and the Cultural Affairs Department for arts education instruction not to exceed $6000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and LINDA POINDEXTER (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

    d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of

any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement.

12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.

13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Linda Poindexter
    lcpoindexterxx@gmail.com
    404-505-9772

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in

every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

LINDA POINDEXTER

Linda Poindexter

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
SAP Quilting I	55+	Tuesday	11:00 AM	1:00 PM	2
SAP Quilting II	55+	Tuesday	1:30 PM	3:30 PM	2
Total Weekly Hours					4
Estimated fee per 8-week session					$1,920

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.
    - Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.

- Plans must be submitted to the Program Manager one week before the session start date.

2. Class Delivery
    - Provide engaging, age-appropriate, and inclusive instruction.
    - Ensure materials, equipment, and technology needs are communicated in advance.
    - Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.
- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.

- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $1,920.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $6,000.00 unless otherwise authorized in writing by the City
II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Mona Scott and the Cultural Affairs Department for arts education instruction not to exceed $8000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and MONA SCOTT (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

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e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

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any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement.

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13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Mona Scott
    serenityhac3@gmail.com
    404-532-8465

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

MONA SCOTT

Mona Scott

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
SAP Flexibility & Balance I	55+	Tuesday, Thursday	9:30 AM	10:30 AM	2
SAP Flexibility & Balance II	55+	Monday	9:30 AM	10:30 AM	1
SAP Brain Games	55+	Tuesday, Thursday	10:45 AM	11:45 AM	2
Total Weekly Hours					5
Estimated fee per 8-week session					$2,400

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.
    - Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.

- Plans must be submitted to the Program Manager one week before the session start date.

2. Class Delivery
    - Provide engaging, age-appropriate, and inclusive instruction.
    - Ensure materials, equipment, and technology needs are communicated in advance.
    - Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.
- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.

- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $2,400.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $8,000.00 unless otherwise authorized in writing by the City
II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Veda Simpson and the Cultural Affairs Department for arts education instruction not to exceed $4000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and VEDA SIMPSON (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

    d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of

any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement.

12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.

13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Veda Simpson
    simp345@bellsouth.net
    404-317-6249

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in

every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

VEDA SIMPSON

Veda Simpson

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
SAP Tai Chi II	55+	Thursday	10:00 AM	11:00 PM	1
SAP Tai Chi I	55+	Thursday	11:15 AM	12:15 PM	1
Total Weekly Hours					2
Estimated fee per 8-week session					$960.00

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.
    - Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.
    - Plans must be submitted to the Program Manager one week before the session start date.
2. Class Delivery

- Provide engaging, age-appropriate, and inclusive instruction.
- Ensure materials, equipment, and technology needs are communicated in advance.
- Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.
- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.
- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $960.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $4,000.00 unless otherwise authorized in writing by the City
II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Eric Spivey and the Cultural Affairs Department for arts education instruction not to exceed $18000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and ERIC SPIVEY (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

    d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of

any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement.

12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.

13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Eric Spivey
    Spivey.e@gmail.com
    404-268-6386

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in

every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

ERIC SPIVEY

Eric Spivey

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction across the City's annual instructional cycle, which includes:

- Fall Session – 8 weeks
- Winter Session – 8 weeks
- Spring Session – 8 weeks

Programming serves youth, teens, adults, and seniors and supports the City's mission to deliver accessible, standards-aligned, culturally responsive arts education.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
Individual Music Lesson (Piano)	5-54	Tuesday	4:30 PM	8:00 PM	3.5
Intro to Music Production	13-17	Wednesday	4:30 PM	6:00 PM	1.5
S.A.P. Intro to Podcasting	55+	Thursday	2:00 PM	3:30 PM	1.5
Individual Music Lesson (Piano)	5-54	Thursday	4:30 PM	8:30 PM	3.5
Individual Music Lesson (Piano)	5-54	Friday	2:30 PM	4:30 PM	2
Total Weekly Hours					12

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans

- Lesson plans are required for all sessions.
- For students ages 5–18, lesson plans must align with Georgia State Standards. The National Arts Standards may be used where appropriate.
- 8-Week Sessions (Fall, Winter, Spring):
  - Lesson plans must outline weekly structure, learning objectives, and major activities for the full 8-week session.
- 4-Week Summer Sessions (Youth Arts Camp & Teen Arts Intensive):
  - Lesson plans must reflect an accelerated or immersive format and clearly define weekly themes, outcomes, and culminating activities.
- Lesson plans are due one week prior to the start of each session.

2. Class Delivery
   - Provide age-appropriate, inclusive, and engaging instruction.
   - Adapt instructional pacing to match session length (standard vs. intensive).
   - Communicate material and equipment needs in advance.

B. Time Management

- Arrive at least 10 minutes prior to scheduled start time for room preparation.
- Begin and end classes on time to support shared facility usage.
- Restore the classroom to its original condition after each class.

C. Check-In / Check-Out & Attendance

- Attendance folders are organized by day near the front desk.
- Instructors must sign in and take attendance for every class and camp day.
- Completed attendance sheets must be returned to the designated folder.
- Classroom doors will display daily room schedules.

D. Substitute Instructors

- Substitute use must be approved in advance.
- The Party must submit the substitute's name, phone number, email, and résumé prior to instruction.
- If no substitute is available:
  - During Fall/Winter/Spring sessions, classes may be rescheduled during make-up week, subject to approval.
  - During Summer sessions, City staff may assist with coverage or approve alternate arrangements due to the condensed schedule.

E. Professional & Administrative Expectations

- Maintain professional conduct at all times.
- Adhere to City safety, youth supervision, and facility policies.
- Communicate absences, incidents, or instructional concerns immediately.
- Refrain from soliciting participants for private services during City programs.

IV. City of South Fulton – Department of Cultural Affairs Responsibilities

The City will:

1. Schedule facilities and assign classrooms or studios.

2. Manage registration, enrollment, and participant communication.
3. Provide attendance materials and check-in systems.
4. Coordinate building access, security, and operational support.
5. Promote classes and camps through City channels.
6. Support instructors during standard and intensive programming periods.
7. Process instructor payments according to approved invoices.

V. Additional Considerations

- Summer programs (Youth Arts Camp and Teen Arts Intensive) operate in a compressed instructional format and may include longer daily instructional blocks, culminating showcases, or final projects.
- The City reserves the right to adjust schedules or class offerings based on enrollment, facility availability, or operational needs.
- Instructor performance may be evaluated at the conclusion of each session. Continued engagement is contingent upon compliance and program quality.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $5,760.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $18,000.00 unless otherwise authorized in writing by the City

II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Jamila Turner and the Cultural Affairs Department for arts education instruction not to exceed $8000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and JAMILA TURNER (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

    d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

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any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement.

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13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Jamila Turner
    milat4@gmail.com
    773-934-9335

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in

every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA	JAMILA TURNER
_____	_____
Sharon Subadan, City Manager	Jamila Turner
Date:	*Date:*

ATTESTED BY:

_____
Corey Adams, City Clerk

AS APPROVED TO FORM:

_____
Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
Zumba	13+	Monday	6:45 PM	7:45 PM	1
SAP Creative Movement	55+	Wednesday, Friday	10:00 AM	11:15 AM	2
SAP Inner Healing & Stretch	55+	Wednesday, Friday	11:30 AM	12:30 PM	2
Total Weekly Hours					5
Estimated fee per 8-week session					$2,400

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.

- Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.
- Plans must be submitted to the Program Manager one week before the session start date.

2. Class Delivery
    - Provide engaging, age-appropriate, and inclusive instruction.
    - Ensure materials, equipment, and technology needs are communicated in advance.
    - Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.

- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.
- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $2,400.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $8,000.00 unless otherwise authorized in writing by the City
II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Sandra Wills and the Cultural Affairs Department for arts education instruction not to exceed $7000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and SANDRA WILLS, THE GRAPHICS HOUSE, LLC (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other

information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement.

12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.

13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN**

CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Sandra Wills, The Graphics House, LLC
    sandrajwills@thegraphicshouse.biz
    470-377-1956

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of

race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

SANDRA WILLS

Sandra Wills, The Graphics House, LLC

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
SAP Graphic Design I	55+	Monday	10:30 AM	12:00 PM	1.5
SAP Graphic Design II	55+	Monday	12:15 PM	1:45 PM	1.5
SAP Graphic Design I	13-17	Wednesday	6:30 PM	8:00 PM	1.5
Total Weekly Hours					4.5
Estimated fee per 8-week session					$2,160

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.

- Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.
- Plans must be submitted to the Program Manager one week before the session start date.

2. Class Delivery
    - Provide engaging, age-appropriate, and inclusive instruction.
    - Ensure materials, equipment, and technology needs are communicated in advance.
    - Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.

- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.
- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $2,160.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $7,000.00 unless otherwise authorized in writing by the City

II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Cultural Affairs	

REQUESTED ACTION

Request that the Council approve a PSA between Wlnavi Zinsou and the Cultural Affairs Department for arts education instruction not to exceed $12000.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

_____
John Geertsen, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of signature of this Agreement (hereinafter "Effective Date"), is entered into by and between the CITY OF SOUTH FULTON, GEORGIA (hereinafter referred to as "the City") and WLANVI ZINSOU, MUSICAL STRINGS, LLC (the "Contractor"). City and Contractor are referred to each as ("Party") and, collectively, as the ("Parties").

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.

2. Services to be performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit "A", attached hereto and incorporated by reference herein (the "Services") in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.

3. Contractor's Representations: The Contractor hereby represents and warrants the following to the City:

    a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

    b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

    c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

4. Compensation. The City agrees to pay Contractor in accordance with Exhibit "B" attached to this Agreement and incorporated by reference herein (the "Compensation Schedule"). The City shall pay Contractor within 30 days of receipt of Contractor's invoice in approved form. The City shall endeavor to pay invoices on time; however, no interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City and not remedied or for breach of any term of this Agreement. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.

5. Budget. Contractor acknowledges that the City's financial obligations under the Agreement is subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.

6. Term. The Term of this Agreement shall begin on August 31, 2026 and shall continue in force and effect until 11:59 p.m. on May 15, 2027, unless such period is extended by mutual agreement of the Parties in writing.

7. Termination. Either Party may terminate this Agreement with or without cause, by giving the other Party thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination with cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

   In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other

information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement.

12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.

13. **Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN**

CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.

15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.

18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

    a. If to the City:
    Sara D. E. Kelly, Interim City Attorney
    5440 Fulton Industrial Blvd, South Fulton, GA 30336
    sara.kelly@cityofsouthfultonga.gov

    b. If to Contractor:
    Wlanvi Zinsou, Musical Strings, LLC
    musicalstringsllc@gmail.com
    678-576-5222

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of

race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.

21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.

22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.

24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.

25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF SOUTH FULTON, GA

Sharon Subadan, City Manager

Date:

WLANVI ZINSOU

Wlanvi Zinsou, Musical Strings, LLC

Date:

ATTESTED BY:

Corey Adams, City Clerk

AS APPROVED TO FORM:

Sara D. E. Kelly, Interim City Attorney

Exhibit "A"
Scope of Services

I. Project Overview

The City of South Fulton, Department of Cultural Affairs ("City"), engages the contracted instructor ("Party") to provide high-quality arts, culture, and creative learning instruction as part of its community education programming. The Party will support the City's mission to deliver accessible, standards-aligned, culturally relevant arts education for youth, teens, adults, and seniors across an 8-week session.

This Scope of Services outlines all instructional, administrative, and operational expectations required for successful program delivery.

II. Classes to be instructed.

Class Title	Age Group	Day(s)	Start Time	End Time	Total Class Hours
Individual Music Lessons	5+	Tuesday	6:30 PM	8:30 PM	2
Individual Music Lesson	5+	Thursday	4:30 PM	8:30 PM	4
Advance Chamber Ensemble	18+	Tuesday	4:00 PM	6:00 PM	2
Total Weekly Hours					8
Estimated fee per 8-week session					$3,840.00

The Party will only instruct classes listed above unless formally amended in writing by the City.

III. Contractor (Party) Responsibilities

A. Instructional Requirements

1. Lesson Plans
    - Lesson plans are required for all classes.
    - For students ages 5–18, plans must align with Georgia State Standards; National Arts Standards may be used if needed.

- Lesson plans must outline structure, learning objectives, and key activities for each week of the 8-week session.
- Plans must be submitted to the Program Manager one week before the session start date.

2. Class Delivery
    - Provide engaging, age-appropriate, and inclusive instruction.
    - Ensure materials, equipment, and technology needs are communicated in advance.
    - Maintain a supportive, safe learning environment that reflects the City's cultural values.

B. Operational Requirements

1. Time Management
    - Arrive at least 10 minutes prior to scheduled class time for room setup.
    - Begin and end all classes precisely on time to ensure efficient shared-space usage.
    - Reset the room to its original condition at the end of class.
2. Check-In / Check-Out & Attendance
    - Sign in at the front desk before each class.
    - Retrieve the attendance folder for your assigned day/class.
    - Take attendance accurately and return sheets to the designated location after class.
    - Adhere to room schedules posted on each classroom door.
3. Substitute Instructors
    - If a substitute is needed, submit the substitute's name, phone number, email, and résumé in advance.
    - The Party is solely responsible for compensating any substitute instructor.
    - If no substitute is available, City staff may assist or the class may be shifted to make-up week with City approval.
4. Communication
    - Respond to City staff within 24 hours unless otherwise noted.
    - Report any classroom concerns, safety issues, or incidents immediately.
5. Professional Conduct
    - Represent the City with professionalism and courtesy.
    - Avoid any behavior that disrupts programming or violates City policy.

IV. City of South Fulton Department of Cultural Affairs Responsibilities

The City will:

- Provide adequate classroom or studio space based on program needs.
- Supply standard equipment, tables, chairs, AV systems, and accessible storage as available.
- Advertise and register participants for classes.

- Manage participant communication, customer service, and enrollment lists.
- Provide attendance sheets and facilitate check-in/check-out systems.
- Coordinate building access, security, and room schedules.
- Offer staff support for site management, incidents, and substitute coverage when possible.
- Process instructor invoices according to the agreed payment schedule.

V. Additional Considerations

- The Party must comply with all City policies, including safety, facility usage, and emergency procedures.
- Any curriculum involving sensitive subjects must be pre-approved by the City.
- The Party agrees not to solicit participants for private business during instructional time.
- All creative work produced in class remains the property of the student unless otherwise agreed in writing.
- Filming or photography of minors requires prior City approval.
- The City reserves the right to evaluate performance and discontinue services for non-compliance.

Exhibit "B"

Compensation Schedule

I. Hourly Rate

The Party shall be compensated at a rate of Sixty Dollars $60.00 per hour for instructional services performed under this Agreement. The estimated compensation for each eight (8)-week instructional session is $3,840.00 based on the approved instructional schedule. The total compensation payable under this Agreement for services provided during the three (3) eight-week instructional sessions shall not exceed $12,000.00 unless otherwise authorized in writing by the City

II. Invoicing:

- The Party shall submit a quote and invoice based on the class schedule provided for each session.
- The City will issue invoice due dates prior to each session start.
- Invoices must include:
    - Instructor name
    - Class title(s)
    - Total instructional hours
    - Dates of service
    - Session name (e.g., Winter 2026)
- Late or incomplete invoices may delay payment.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
City Clerk	

REQUESTED ACTION

Request Council Approval of the following donation:

~~Donation by Greystone Power in the amount of $10,000 for the Dog Blessing event, October 10, 2026, Cliftondale Park, 11 AM - 4 PM (Mayor Gumbs)~~

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Sara Kelly, Interim City Attorney

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Public Affairs	

REQUESTED ACTION

Request Council Approval of the following events:

D4 Autism Sensory Festival, April 10, 2027
D4 Fire and Ice Community Event, April 3, 2027

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Denise Wells, Deputy Director of Public Affairs

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Police	

REQUESTED ACTION

Request Council Consideration of an alcohol beverage license application for South Side Touché LLC, DBA South Side Touché, has been submitted and is requesting approval for the consumption sales of wine, beer, and distilled beverages located at 5495 Old National Hwy, STE B-15, Atlanta, GA 30349. (District 5) (Item held at the July 28, 2026 Council Meeting)

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Shada Esprit, Major

Date:

Cedric Alexander, Director of Public Safety

Date:

Carmen Davis, Assistant City Manager

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

REVIEW AND APPROVAL ROUTING SHEET

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

Subject Matter: _____ **Department:** _____

Parties Consulted:	**Initials**	**Date**
☐ **COSF City Attorney/General Counsel** *Legal issues have been addressed*		
☐ **COSF Financial Director** Funds are available and complies with fiscal guidelines		
☐ **Assistant City Manager/Chief Operating Officer** *Complies with operational processes and guidelines.*		
☐ **Information Technology Director** *When Information Technology issues are involved*		
☐ **Public Affairs** *Complies with Division/programmatic processes*		
☐ **Communications Director** *Complies with Division/programmatic processes*		
☐ **Parks & Recreation Director** *Complies with Division/programmatic processes*		
☐ **Economic Development Director** *Complies with Division/programmatic processes*		
☐ **Community Development Director** *Complies with Division/programmatic processes*	RM RM	06/03/2026
☐ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
☐ **Public Safety** *Complies with Division/programmatic processes. Specify Fire or Police*	CA	06/07/2026 06/03/2026
☐ **Public Works Director** *Complies with Division/programmatic processes.*		
☐ **Purchasing Manager** *Complies with Division/programmatic processes. Specify Area*		
☐ **Other (Code Enforcement, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*		06/03/2026

City Manager's Decision: **Approved** ☐ **Disapproved** ☐

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

City Manager's Comments:

_____ _____

City Manager's Signature **Date**

South Fulton Police Department

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

Dr. Cedric Alexander
Interim Director of Public Safety

Safety Plan Assistance Sheet

This form was designed to be used as an outline to aid in the creation of a suitable Security Plan when applying for an Alcohol Beverage License. This outline provides a general idea of the minimum concerns that should be addressed, but applicants are encouraged to provide as much detail as possible. It should be noted that not all concerns listed apply to all businesses. Security Plans should be typed. **Applicants should also type out the question they are answering AND answer the question using complete sentences.** Upon review of the Security Plan by SFPD, applicants may be asked to provide additional information (in writing) before the Security Plan can be approved.

Please provide your name, establishment address and date on the Security Plan when submitted.

1. **Identification of days and hours of operation:** What days of the week is your business open? For each day what time is your business open and close?
2. **Identification of any parking areas owned or controlled by establishments:** Where do your customers/patrons park when they're at your establishment?
3. **Specific measures and procedures to address crowd management both inside and outside the premise:** How do you make sure crowds inside your establishment remain orderly? How do you ensure crowds outside (i.e. lines, smokers, etc.) your establishment remain orderly?
    a. **Do you have No Loitering signs, if so how many, where?**
4. **Means of controlling access to the premises and parking area:** How does your establishment control who comes in and out of your establishment? How do you control who uses your parking areas if it's private parking?
    a. **Examples would be cameras, law enforcement/security guards, signs, or gates.**
5. **Security Staffing:** Do you use Licensed Security Guards? If so, how many? How often on premises? Are they trained "in house" oy by a company? If they were trained by a company, please provide the name (s) and name of company. Do you employ Off-Duty SFPD officers? If so, how many and how often?
6. **Measures used to combat underage consumption of alcoholic beverages:** What do you/your employees do to ensure that individuals under the age of 21 are not allowed to purchase/consume alcoholic beverages at your establishment?
    a. Clearly state how you card customers. Do you have servers calculate the age by doing the math in their head? **OR**
    b. Do you have a scanner where you scan the ID and it tells the employee the age of the customer? **OR**
    c. Do you enter the date of birth in a point of sale and it tells the employee the age of the customer?
7. **Measures used to distinguish between patrons who are over and under the age of 21, where applicable:** Does your establishment allow individuals under the age of 21 to enter? Of so, how do you identify people who are 21 and over from those who are under 21 years of age?
    a. Clearly indicate if you issue wrist bands/hand stamps or card customers every time they order a beverage. Is there another type of measure taken to prevent underage sales?
8. **Do you have operable cameras?** If so, how many inside the location? How many outside the location?
9. **Discuss matters related to managing emergencies, such as fires, evacuation tactics, assignment of employee duties during emergencies, and coordination with public safety:** In the event of an emergency how is your staff trained to evacuate patrons? How does your establishment contact/work with police and EMS during an emergency?

SOUTH SIDE TOUCHÉ
Safety & Security Plan

Owner: **Antonia Edwards**

Address: **5495 Old National Hwy, Suite B15, Atlanta, GA 30349**

1. Identification of days and hours of operation: What days of the week is your business open? For each day what time is your business open and close?
South Side Touché is open
Monday through Thursday 12:00 PM to 12:00 AM,
Friday and Saturday 12:00 PM to 2:00 AM,
Sunday f11:00 AM to 5:00 PM.

2. Identification of any parking areas owned or controlled by establishments: Where do your customers/patrons park when they're at your establishment? Customers and patrons park in designated parking areas adjacent to the establishment. These areas are well-lit and monitored by staff and surveillance cameras during business hours.

3. Specific measures and procedures to address crowd management both inside and outside the premise: How do you make sure crowds inside your establishment remain orderly? South Side Touché maintains order by enforcing occupancy limits, using trained staff and security personnel to monitor crowds, and managing lines outside. **How do you ensure crowds outside (i.e. lines, smokers, etc.) your establishment remain orderly?** South Side Touché maintains orderly crowds outside by using designated waiting areas and having staff and security monitor all exterior activity. Security manages entry lines, prevents loitering, and ensures walkways remain clear. Smoking areas are kept away from the entrance to reduce congestion. No loitering signs are posted and enforced.

4. Means of controlling access to the premises and parking area: How does your establishment control who comes in and out of your establishment? Access to South Side Touché is managed through a main entrance staffed by a host/receptionist who greets and seats guests. During operating hours, staff maintain awareness of guest flow to ensure a comfortable dining environment. Security personnel may be present during peak hours to support staff and ensure safety. Surveillance cameras are in place to monitor entry points and parking areas.

5. Security Staffing: Do you use Licensed Security Guards?
Yes, South Side Touché employs licensed security guards daily, with increased staffing during peak hours such as weekends and special events.

6. Measures used to combat underage consumption of alcoholic beverages:
All patrons purchasing alcohol must present valid identification. Staff are trained to verify IDs and refuse service to anyone under 21 or without proper identification.

7. Measures used to distinguish between patrons who are over and under the age of 21:
South Side Touché maintains a strict zero-tolerance policy regarding underage alcohol consumption. All patrons are required to present a valid, government-issued ID prior to the purchase or service of any alcoholic beverage. IDs are verified at the point of sale for every alcohol transaction without exception. Staff are trained to carefully inspect identification and refuse service to anyone who is under 21, unable to provide valid identification, or suspected of presenting a false ID. Any violations will result in immediate denial of service and removal from the premises if necessary.

8. Do you have operable cameras?
Yes, South Side Touché has operable cameras inside and outside the establishment that record continuously for safety and security purposes.

9. Discuss matters related to managing emergencies, such as fires, evacuation tactics, assignment of employee duties during emergencies, and coordination with public safety:

South Side Touché maintains a comprehensive emergency response plan to ensure the safety of all patrons and staff. All employees are trained in fire safety, evacuation procedures, and emergency response protocols. In the event of an emergency, designated staff members are assigned specific roles, including directing patrons to the nearest exits, securing critical areas, and contacting emergency services immediately. The establishment is equipped with clearly marked exits, emergency lighting, fire extinguishers, and a fully operational fire suppression system. Evacuation procedures are practiced and reinforced to ensure an orderly and efficient response. Management and staff will immediately contact 911 in the event of any emergency and fully cooperate with local police, fire, and EMS personnel. South Side Touché maintains a proactive approach to safety and will follow all guidance provided by public safety officials to ensure proper handling of any situation.

South Fulton Police Department

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

Dr. Cedric Alexander
Interim Director of Public Safety

Antonia Edwards
Licensee Print Name

Licensee Signature

City of South Fulton
Agenda Item Summary

City Council Meeting Date 7/14/2026

Requesting Department	**Council District(s) Affected**
Police Department	District 5

Requested Action

Approval to get on City Council Agenda for July 14, 2026 to have a public hearing and for council to vote on the request for an alcohol license for South side Touche LLC, dba South Side Touche for an alcohol license for the consumption sales of wine, beer and distilled beverages at 5495 Old National Hwy B 15, Atlanta, Ga. 30349.

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

Pursuant to Title 16, Section-16-2020(d), Staff recommends City Council to Grant Approval.

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

The applicant for South side Touche LLC, dba South side Touche has applied for an alcohol license for the the consumption sales of wine, beer and distilled beverages at 5495 Old National Hwy B 15. This request is for a New license All applicable fees and inspections have been paid and passed. This business is currently operating on a temporary license.

Funding Source (if applicable)

Financial Impact (if applicable)

Initial Renenue $5,935 with estimated annual revenue of $5,000

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☑

Department Director Approval		**Finance Director Approval**
Cedric Alexander (Jun 7, 2026 06:46:53 EDT)	Chad Jones	
Code Enforcement (Jun 3, 2026 11:28:12 EDT)	Reginald B. McClendon	

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**

GOVERNMENT OF THE CITY OF SOUTH FULTON

Carmalitha Gumbs
MAYOR

SHARON SUBADAN
CITY MANAGER

MEMORANDUM

TO: **City of South Fulton Mayor & Council**

FROM: **Dr. Cedric Alexander, Interim Director of Public Safety**

DATE: **June 1, 2026**

SUBJECT: Request by South Side Touch LLC DBA South Side Touch Alcohol License for the consumption of sales of beer, wine and distilled beverages at 5495 Old National Hwy B 15, Atlanta, Ga 30349

The applicant for South Side Touche LLC. dba South Side Touche seeks an alcohol license for the consumption sales of beer, wine, and distilled beverages at 5495 Old National Hwy B 15, Atlanta, Ga 30349. This application is for a new license. All applicable fees related to obtaining an alcohol license have been paid. This business is currently operating on a temporary business license.

The application and/or location has been reviewed/inspected and approved by the following: City of South Fulton Police, Fire Department, Code Enforcement, Zoning Department, Business Licensing, Fulton County Board of Health and the Fulton County Board of Education.

INTERIM DIRECTOR OF PUBLIC SAFETY RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information	South Side Touche LLC
City Council District	5
Parcel ID Number	130093LL1505
Square Footage	
Existing zoning	C-2 (Limited Commercial District)
Current/Past Use of the Property	Adding bar and grill an existing restaurant.
History	This property operates as a restaurant.

Cc: Corey Adams, City Clerk

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PERSONAL STATEMENT

INSTRUCTIONS: This personal statement must be executed, under oath, by all owner/licensee/agent and corporate officers or major stakeholders of the business/organization with 20% or more of interest in the business and the manager of any place of business applying for a license from the City of South Fulton to sell or deal in alcoholic beverages. Each question must be fully answered. If the space provided is not enough, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.

Applicant Name in FULL (Please Print) [redacted] Edwards

Home Address: [redacted]

Business Address: 5495 Old National Highway Atlanta, GA 30349

Place of Birth [redacted] Date of Birth: [redacted] Age: [redacted]
(City, State, Country) (Day, Month, Year)

Race: [redacted] Height: [redacted] Weight: [redacted] Eye Color: [redacted] U.S. Citizen yes By Birth yes

Hair Color: [redacted] Social Security Number: [redacted] Driver License Number: [redacted] State Issued by: [redacted]

Have you been convicted of any federal, foreign, and/or state laws, and/or city ordinances? if so, explain below:
NO

List names and addresses of employers for the past three (3) years: [redacted]

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

Full name of spouse / (Maiden Name) DOB

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

[redacted] Edwards — [redacted] Edwards — 4/8/26
Applicant's Printed Name — Applicant's Signature — Date of Application

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

This 8th day of April, 2026.

Notary Public Signature: [signature] (AFFIX SEAL)

Notary Printed Name: Zyleka Chisholm

ZYLEKA CHERYLICE CHISHOLM
Notary Public, Georgia
Fulton County
My Commission Expires
March 13, 2029

Date Revised: 1/03/2022

RESIDENCE DETERMINATION FORM

Certificate of Residence
For Retail Package Distilled Spirts Applicants Only

State of Georgia,_____County

I,_____Judge of the probate Court, for _____

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

_____
Judge of the Probate Court

_____
County, Georgia

****

Certificate of Residence
For All Other Alcoholic Beverage License Applicants

State of Georgia, Fayette County

I, Lynn M. Crittenden Judge of the probate Court, for Fayette

County, Georgia, hereby certify that Antonia Edwards is now and has been a Bona Fide Resident of the state of Georgia in the county of Fayette based upon the affidavit of applicant and the evidence submitted therewith. In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court this 8 day of April, 2026.

Lynn M. Crittenden
Judge of the Probate Court

Fayette
County, Georgia

Lynn M. Crittenden, Chief Clerk, exercising the jurisdiction of the Fayette County Probate Court pursuant to OCGA 15-9-36(c) and the order entered 3/25/2024 by Angela Landgaard, Judge

Date Revised: 1/03/2022

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

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

1) ✓ I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

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

Drivers License.

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

Executed in Fayetteville (city) GA (state)

[redacted] Edwards
Signature of Applicant

[redacted] Edwards
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 8 DAY OF April, 2026

NOTARY PUBLIC
My Commission Expires: MAR 13, 2029

ZYLEKA CHERYLICE CHISHOLM
Notary Public, Georgia
Fulton County
My Commission Expires
March 13, 2029

E-Verify Affidavit

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

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

Section 1.

Please check only one:

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

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

*** If the employer selected Section1(A), please fill out Section 2 below.

Section 2.

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

South Side Touché
Name of Private Employer

[redacted]
Federal Work Authorization User Identification Number

04/17/2025
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on this day 14 of April, 2026 in Fulton (city), GA (state).

[redacted] Edwards
Signature of Authorized Officer or Agent

[redacted] Edwards owner/member
Printed Name and Title of Authorized Officer or Agent

BABAJIDE COKER NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 15, 2028

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 14 DAY OF April, 20 26.

NOTARY PUBLIC
My Commission Expires: 9/15/2028

Date Revised: 8/7/2023.

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PERSONAL STATEMENT

INSTRUCTIONS: This personal statement must be executed, under oath, by all owner/licensee/agent and corporate officers or major stakeholders of the business/organization with 20% or more of interest in the business and the manager of any place of business applying for a license from the City of South Fulton to sell or deal in alcoholic beverages. Each question must be fully answered. If the space provided is not enough, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.

Applicant Name in FULL (Please Print) [redacted] Boyd

Home Address: [redacted]

Business Address: 5495 Old National Highway Suite B15 Atlanta, GA 30349

Place of Birth [redacted] Date of Birth: [redacted] Age: [redacted]
(City, State, Country) (Day, Month, Year)

Race: [redacted] Height [redacted] Weight: [redacted] Eye Color: [redacted] U.S. Citizen ____ By Birth ____

Hair Color: [redacted] Social Security Number: [redacted] Driver License Number: ____ State Issued by: ____

Have you been convicted of any federal, foreign, and/or state laws, and/or city ordinances? if so, explain below:

No

List names and addresses of employers for the past three (3) years:

[redacted]

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

Full name of spouse / (Maiden Name) DOB

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

[redacted] Boyd — Applicant's Printed Name

[redacted] Boyd — Applicant's Signature

04/16/2026 — Date of Application

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

This 16th day of April, 2026

Notary Public Signature: Mamie Pearl Jackson (AFFIX SEAL)

Notary Printed Name: Mamie Pearl Jackson

MAMIE PEARL JACKSON
My Commission Expires
NOTARY PUBLIC
April 8, 2029
ROCKDALE COUNTY, GEORGIA

Date Revised: 1/03/2022

E-Verify Affidavit

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

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

Section 1.

Please check only one:

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

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

*** If the employer selected Section1(A), please fill out Section 2 below.

Section 2.

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

South Side Touche LLC
Name of Private Employer

[redacted]
Federal Work Authorization User Identification Number

04/17/2025
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on this day 16 of April, 2026 in Atlanta (city), GA (state).

[redacted] Boyd
Signature of Authorized Officer or Agent

[redacted] Boyd
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 16th DAY OF April, 2026.

Mamie Pearl Jackson
NOTARY PUBLIC
My Commission Expires: 4/8/2029

MAMIE PEARL JACKSON
Notary Public
Fulton County, Georgia
My Commission Expires
April 8, 2029

Date Revised: 1/03/2022

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

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

1) x I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

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

Drivers License.

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

Executed in Atlanta (city) Georgia (state)

[redacted] Boyd
Signature of Applicant

Alisa D. Boyd
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 16th DAY OF April, 20 26

Mamie Pearl Jackson
NOTARY PUBLIC
My Commission Expires:

MAMIE PEARL JACKSON
My Commission Expires
NOTARY PUBLIC
April 8, 2029
ROCKDALE COUNTY, GEORGIA

Date Revised: 1/03/2022

REGISTERED AGENT DESIGNEE FORM

Registered agent means that individual, who is a resident of one of the 13 metropolitan counties (Cherokee, Clayton, Cobb, Coweta, Dekalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding, and Rockdale) of Georgia and at least 21 years of age, who is designated by a Licensee/owner to receive any process, notice, or demand required or permitted by law or under this title to be served upon a licensee or owner.

The registered agent, who is designated by a licensee, must submit to a fingerprint criminal background check and complete the personal statement form. The registered agent must obtain the certificate of residency enclosed.

Name: [redacted] Edwards
(Full Printed Name No Initials)

Sex: [redacted] Race: [redacted] Date of Birth: [redacted]

Home Address: [redacted]

City: [redacted] State: [redacted] Zip: [redacted]

Phone# [redacted]

Business Address: 5495 Old National Highway Suite B15

City: [redacted] State: [redacted] Zip: [redacted]

Phone# [redacted]

I hereby certify that I agree to serve as the "registered agent" on behalf of
South Side Touche LLC *a business located at*
5495 Old National Highway Suite B15 Atlanta, GA 30349, *City of South Fulton, Georgia.*
As registered agent, I agree to accept any process, notice or demand required or permitted by law or under the Alcoholic Beverage Code of the City of South Fulton, Georgia, to be served upon the licensee or owner. I understand that such service upon me will serve as legal notice upon the licensee or owner and that it is my responsibility to forward such service to the owner or licensee.

[redacted] 4/14/26
SIGNATURE OF APPLICANT DATE

[redacted] Edwards
PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 14 DAY OF April 20 26

NOTARY PUBLIC SIGNATURE

Babajide Coker
NOTARY PUBLIC PRINTED NAME

BABAJIDE COKER NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 15, 2028

Date Revised: 8/7/2023.

SECTION 1: Licensee/Agent [redacted] Edwards **For the year** 2026 **Date** 4/15/2026

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

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

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

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

☑ **BEER** ☑ **WINE** ☑ **DISTILLED SPRITS/LIQUOR**

Please select ALL the categories that best describe the business for which this application is being submitted.

☐ BYOB (Wine/Malt Only) ☑ Restaurant (3% for excise taxes) ☐ Microbrewery

☐ Public Entertainment Facility ☐ Hotel / Hotel Suites ☐ Night Club / Bar / Lounge

☐ Tasting (Wine/Malt)

Other. Please Specify (3% excise tax) Restaurant and full service bar

Additional Activities Proposed for Premises *(check all that apply)*

☐ Customer Dancing ☑ DJ/Live Entertainment ☐ Adult Entertainment/Sexually Oriented Business

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

1. Is applicant: [ ] Sole Proprietorship [ ] Partnership [ ] Corporation [☑] LLC [ ] Private Club
2. Legal Name of Business: South Side Touche LLC

   Operating/Trade Name of Business South Side Touche

   Has location had an alcohol license within the last 12 months? [ ] Yes [☑] No
3. Business Address: 5495 Old National Highway Ste B15 Atlanta, GA 30349 Council District:_____
   (Street Address, City, State Zip)
4. Billing Address: [redacted]
5. Proposed Location Zoned: C2
6. A. Distance from closest private residence in any direction: _____
   B. Distance from closest college campus or school ground: 5 miles
   C. Distance from closest branch of any South Fulton Public library: 4 miles
   D. Distance from closest church or place of worship: 3 miles
   E. Distance from a sexually oriented business: 2 miles
   F. Distance from closest regular school bus stop as designated by Fulton County Board of Education for pick-up or drop-off of school children in transport to the public schools of City of South Fulton. 2 miles

SECTION 2:

1. Full name of Applicant (Company/Corporation) South Side Touche

2. Full name of Licensee: [redacted]Edwards

Licensee Social Security Number: [redacted]

Date of Birth and Place of Birth: [redacted]

Citizen of the USA? [✓] Yes [ ] No Alien Number: _____

Resident of Georgia? [✓] Yes [ ] No Years _____ County _____

Home Address: [redacted]

[redacted] [redacted] [redacted]

City State Zip Code

Telephone Number: Home: [redacted] Business: [redacted]

Email Address: [redacted]

Hours said Licensee will actively be on the premise: As the owner-operator, I will be actively involved in daily operations, staff oversight, and service management.

List duties of Licensee: As the licensee and owner-operator, I am responsible for overseeing all daily operations of the restaurant and bar, including staff supervision, customer service, and inventory management.

I ensure compliance with all state and local laws related to food safety and alcohol service. I am actively present during business hours to manage operations, enforce policies, and maintain a safe, welcoming environment.

3. Full Name of Spouse, Including Maiden Name: _____

Date of Birth and Place of Birth: _____

Hours Spouse on Premises: _____

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

COMPANY	*ADDRESS (CITY & STATE)*	*POSITION*	*DATES*
[redacted]			

5. Does Licensee or any Partner(s), Corporation Officer, Principal Shareholder(s), Trustee(s) or Spouse have, within the preceding ten (10) years, any conviction for the violation of any federal, state or Local laws, Ordinances or Regulations, or does said person have current proceeding for violation of any Federal, State or Local laws, ordinances or regulations? [ ] Yes [✓] No

6. For the purpose of this question, the term – conviction shall include an adjudication of guilt, a plea of guilty, a plea of nolo contendere, the forfeiture of a bond or adjudication by pre-trial intervention.

PERSON CHARGED	*DATE*	*OFFENSE*	*LOCATION*	*DISPOSITION*

7. Does Licensee or any member of the Partnership, Corporation or Stockholder currently hold an Alcohol license in the state of Georgia (including a work/server/pour permit)? [ ] Yes [✓] No

8. Has Licensee or any member of the Partnership or Corporation or Stockholder ever applied for an Alcoholic Beverage license (or work/server/pour permit) and been denied, suspended, or revoked? [✓] No [ ] Yes
If yes check which type [ ] denied [ ] suspended [ ] revoked

If yes, please check appropriate status above and explain _____

9. Full Name of Manager: [redacted] Boyd

Social Security Number of Manager: [redacted]

Date of Birth and Place of Birth: [redacted]

Home Address: [redacted]

Telephone Number: Home: [redacted] Business: (____) _____

E-mail Address: [redacted]

10. Hours said manager will be on the premise: manager will be on premises during operating hours

11. What is the manager's business experience? The manager has over 20 years of experience

12. Has the manager worked in this or a similar capacity? [✓] Yes [ ] No

If yes, explain: Yes, the manager has worked in this capacity for over 20 years, overseeing daily operations of restaurants, bars, and food service establishments.

FINANCIAL BACKGROUND INFORMATION

13. Applicant's full name (Company/Corporation) [redacted] Edwards

If a Corporation, Date of Incorporation: _____ Taxpayer Id# _____

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

NAME	*ADDRESS*	*DOB*	*SSN*	*POSITION*	*% INTEREST*

If operating as a partnership, submit a copy of all partnership agreements. If corporation, attach a copy of all Articles of Incorporation, By-laws and amendments thereto.

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

NAME	AMOUNT INVESTED	SOURCE OF FUNDS	DATES
[redacted]			

16. Bank accounts and assets in the name of licensee/agent and/or maintained by the licensee/agent, whether individual, partnership or corporation.

TYPE	BANK	CITY & STATE	LAST 6 OF ACCOUNT#	AMOUNT
[redacted]				

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

NAME	ADDRESS	AMOUNT/ITEM	DATE

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

_____

_____

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

NAME	NAME AND ADDRESS OF PREMISES	POSITION	% OF INTEREST

20. List all assets which will be used or converted for use as an investment in the business and/or all sources of funding used to capitalize and/or operate the Business. This business will be funded by previous sales of real Estate and small business bank loan

LICENSED PREMISES

21. Do you own the property where the business is located? [ ] Yes [✓] No

If yes:
Date of Purchase_____ Purchase Price_____

Name of Seller: _____

22. If property is rented/leased provide owner's name and address:
Athens R.E., LTD., 2025 S Milledge Ave, Athens, GA 30605 (706) 549-7417

Amount of rent/lease:
Monthly [redacted] Annually _____ Other (specify) _____

(Submit copy of signed lease agreement, deed, sublease, etc.)

23. Has a license at this location ever been denied, suspended, or revoked? [✓] No [ ] Yes
[ ] denied, [ ] suspended or [ ] revoked

If yes, check the appropriate status above and explain: _____

24. Is business located in a hotel or motel? [ ] Yes [✓] No

If yes, name of Hotel or Motel _____

25. If the business is to be operated as a department inside of premises where another business is operating, give details of the existing business. _____

26. What will be your business/operating hours? Monday - Closed, Tuesday- Saturday 11am - 2am, Sunday 12pm - 7pm

27. Where will your trash receptacle be located? behind the building

28. What arrangements have you made for trash removal? trash services are already in place

29. How often will you clean your property? Daily

30. What is your plan for sanitation (clean water and sewage disposal) on the premises? The premises will use a public, approved water supply a sewage disposal system provided by the local municipality. All plumbing is installed and maintained according to health and safety codes to ensure clean water access and proper waste disposal. Routine maintenance and inspections will be conducted to ensure ongoing compliance and sanitation.

31. What is your plan for unlawful conduct on the premises? Unlawful conduct will not be tolerated and will be addressed immediately by management, including notifying law enforcement if necessary. Staff will be trained to enforce safety policies, and security measures such as surveillance and ID checks will be in place.

32. What is your plan for fire prevention on the premises? The premises will be equipped with fire suppression systems, smoke detectors, and clearly marked exits in compliance with local fire codes. Staff will be trained in fire safety procedures, including the use of fire extinguishers and emergency evacuation protocols.

33. What type of security do you plan to have? Security will be provided by hiring off-duty City of South Fulton police officers and licensed security staff. In addition, surveillanc cameras will be installed throughout the premises to monitor activity and ensure the safety of all guests and employees.

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

If **yes**, what type of training and how do you plan to prevent the selling to and consumption by underage consumers of alcohol and tobacco products on your premises? All staff will be trained through a certified alcohol and tobacco awareness program such as ServSafe Alcohol to ensure they understand age verification procedures and legal responsibilities. Employees will be required to check valid government-issued IDs for all customers. Management will enforce strict policies and conduct routine compliance checks to prevent the sale or consumption of alcohol and tobacco by underage individuals.

35. What type of buffering do you have, or will you provide to alleviate the effects of noise, lighting, odors, traffic or other nuisances on surrounding properties? The business will use soundproofing, proper ventilation, and indoor-focused lighting to reduce noise, odors, and light spillover. Traffic will be managed with designated parking, and management will promptly address any nuisance concerns.

36. What plans do you have to prevent un-permitted vending on your property? Security staff will monitor the premises to ensure only approved vendors written authorization are allowed. Unauthorized vendors will be removed immediately, and signage will be posted clearly stating that unpermitted vending is prohibited.

37. Describe the traffic and pedestrian ingress and egress to/from the property and to/from any existing or proposed structure on the property. The property has designated vehicle and pedestrian entry and exit points from Old National Highway, with on-site parking and marked walkways for safe access. Ingress and egress are designed to reduce congestion and meet local safety standards.

---

38. Seating Capacity: [ ] Restaurant _____ [ ] Bar _____ [ ] Other_____

[ ] Brewpub _____ [ ] Brewery _____
[ ] Lounge _____ [ ] Winery _____
[ ] Private _____ [ ] Nightclub_____

39. Describe kitchen Facilities: The kitchen is a fully equipped commercial space with professional appliances, proper ventilation, storage, and sanitation stations, all compliant with health and safety regulations.

List number of Employees: 4 Cooks 8 Waiters/Waitress 5 Other employees 4 Alcohol Servers

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

40. Is business air conditioned? [✓] Yes [ ] No

41. Will you have live entertainment? [ ] Yes [✓] No

42. What percentage of revenues do you expect to come from food sales? 60% from alcohol? 40%

43. What is the total square footage of the licensed premises? 8,541

44. How many parking spaces are you **required** to have? _____

Does the location have on-site parking? [✓] Yes [ ] No How many spaces? _____

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

CERTIFICATION

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

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

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

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

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

[redacted] Edwards 4/8/26

SIGNATURE OF APPLICANT DATE

[redacted] Edwards

PRINTED NAME OF APPLCIANT

~For Notary~

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

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 8th DAY OF April 20 26

NOTARY PUBLIC SIGNATURE

Zyleka Chisholm

NOTARY PUBLIC PRINTED NAME

STATE OF GEORGIA NOTARY PUBLIC

ZYLEKA CHERYLICE CHISHOLM
Notary Public, Georgia
Fulton County
My Commission Expires
March 13, 2029

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Criminal History Record Information Consent/Inquiry Form
ALCOHOL LICENSE

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

Full Name (print)	[redacted] Edwards		
Any other name used (i.e. maiden name)		Place of Birth	[redacted]
Home Address	[redacted]		
Name of Business	South Side Touche LLC		
Address of Business	5495 Old National Highway Suite B15 Atlanta, GA 30349		
Gender [redacted]	Height [redacted]	Date of Birth [redacted]	Social Security Number [redacted]
Race [redacted]	Weight [redacted]	Hair Color [redacted]	Eye Color [redacted]

☑ I, [redacted] Edwards, give consent to the above-named entity to perform periodic criminal history background checks for the duration of my tenure as agent, licensee, or member of this establishment listed above.

☑ I, [redacted] Edwards, confirm that I have received a copy of the Privacy Act Statement, Applicant's Privacy Rights and Title 28 CFR 16.30 through 16.34. I further confirm that I have read and understand these guidelines.

[redacted] Edwards — Signature

4/9/26 — Date

Date of Inquiry: 5/6/26 Time of Inquiry: 2:30 pm Operator's Initials: JRS

Purpose Code Used: (check all that apply)

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

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

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

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Jacquelyn J Bell — Print Agency Designee Name and Title

May 7, 2026 — Date

Agency Designee Signature

Date Revised: 8/7/2023.

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APPLICANT PRIVACY RIGHTS

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

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

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

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

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

Print Name: [redacted] Edwards Date: 4/9/2026

Signature: [redacted] Edwards

2018-05 Attachment A

PRIVACY ACT STATEMENT

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

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

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

Print Name: [redacted] Edwards Date: 4/9/2026

Signature: [redacted] Edwards

2018-05 Attachment B

TITLE 28 CFR 16.30 THROUGH 16.34

§ 16.30 Purpose and Scope

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

Initial: AE

§ 16.31 — Definition of identification record

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

Initial: AE

§ 16.32 — Procedure to obtain an identification record

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

Initial: AE

§ 16.33 — Fee for production of identification record

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

Initial: AE

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

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

Initial: AE

2018-05 Attachment C

Criminal History Record Information Consent/Inquiry Form
ALCOHOL LICENSE

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

Full Name (print)	[redacted] Boyd		
Any other name used (i.e. maiden name)		Place of Birth [redacted]	
Home Address	[redacted]		
Name of Business	South Side Touche LLC		
Address of Business	5495 Old National Highway Suite B15 Atlanta, GA 30349		
Gender [redacted]	Height [redacted]	Date of Birth [redacted]	Social Security Number [redacted]
Race [redacted]	Weight [redacted]	Hair Color [redacted]	Eye Color [redacted]

☐ I, [redacted] Boyd, give consent to the above-named entity to perform periodic criminal history background checks for the duration of my tenure as agent, licensee, or member of this establishment listed above.

☐ I, [redacted] Boyd, confirm that I have received a copy of the Privacy Act Statement, Applicant's Privacy Rights and Title 28 CFR 16.30 through 16.34. I further confirm that I have read and understand these guidelines.

[redacted] Boyd — Signature

4/16/2026 — Date

Date of Inquiry: 5/12/26 Time of Inquiry: 9:30 AM Operator's Initials: JB

Purpose Code Used: (check all that apply)

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

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

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

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Jacquelyn J Bell — Print Agency Designee Name and Title

5/12/2026 — Date

Agency Designee Signature

APPLICANT PRIVACY RIGHTS

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

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

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

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

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

Print Name: [redacted] Boyd Date: 04/16/2026

Signature: [redacted] Boyd

PRIVACY ACT STATEMENT

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

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

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

Print Name: [redacted] Boyd

Date: 04/16/2026

Signature: [redacted] Boyd

TITLE 28 CFR 16.30 THROUGH 16.34

§ 16.30 Purpose and Scope

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

Initial: AB

§ 16.31 — Definition of identification record

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

Initial: AB

§ 16.32 — Procedure to obtain an identification record

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

Initial: AB

§ 16.33 — Fee for production of identification record

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

Initial: AB

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

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

Initial: AB

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

Cedric Alexander
Interim Director of Public Safety

April 28, 2026

City of South Fulton Code Enforcement Department
ATTN: Paul Muhammad
paul.muhhammad@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

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

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

[X] Consumption on Premises:
__X___ Beer __X___ Wine __X___ Distilled Spirits

[ ] Wholesale
___ __ Beer ___ Wine ___ _ _ Distilled Spirits

Business Information:
South Side Touche, LLC. dba South Side Touche
5495 Old National Hwy Ste B15
Atlanta, Ga 30349
[redacted] Edwards
[redacted]

For Code Enforcement Use Only

Date of Inspection: 05/07/2026

[X] Location above **MEETS ALL** City of South Fulton Code Enforcement Requirements

[ ] Location does **NOT** meet City of South Fulton Code Enforcement Requirements
If not, briefly explain reason: _____

Charles L Lawton
Print Name of Code Enforcement Inspector

Code Enforcement Inspector Signature

Paul Muhammad
Print Name of Department Head

Department Head Signature

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

South Fulton Police Department

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

Cedric Alexander
Director of Public Safety

April 28, 2026

City of South Fulton Planning & Zoning Section
ATTN: Matthew Williams
matthew.williams@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

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

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

[X] Consumption on Premises
___X__ Beer __X___ Wine __X___ Distilled Spirits

[ ] Wholesale
____ Beer ___ Wine __ Distilled Spirits

Business Information:
South Side Touche, LLC. dba South Side Touche
5495 Old National Hwy Ste B15
Atlanta, Ga 30349
[redacted]Edwards
[redacted]

For Planning & Zoning Use Only

Date of Compliance Inspection: 5/14/26 Parcel ID Number: 13 009 3 LL1505

Location is Zoned for: C-2 General Commercial

Current/Past Use of the Property: Vacant

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

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

Matthew Williams
Print Name of Zoning Planner

Zoning Planner Signature

Print Name of Department Head

Department Head Signature

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

South Fulton Police Department

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

Cedric Alexander
Interim Director of Public Safety

April 28, 2026

City of South Fulton Business License
ATTN: Devona Stevenson
devona.stevenson@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

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

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

[x] Consumption on Premises
__X__ Beer ___X__ Wine __X___ Distilled Spirits

[] Wholesale
____ Beer ____ Wine ____ Distilled Spirits

Business Information:
South Side Touche, LLC. dba South Side Touche
5495 Old National Hwy Ste B15
Atlanta, Ga 30349
[redacted]Edwards
[redacted]

For Business License Use Only

[X] Location above **HAS** a current and valid occupational tax certificate and meets all of the business and occupational tax ordinance of the City of South Fulton. **A copy of the occupational tax certificate is attached.**

[ ] Location above does **NOT have an occupational tax certificate with the** City of South Fulton.
If additional explanation is required, briefly explain below:

Print Name of Business Tax Specialist

Ashley Googer
Print Name of Department Head

Business Tax Specialist Signature

Ashley Googer
Department Head Signature

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

CITY OF SOUTH FULTON - OCCUPATIONAL TAX CERTIFICATE

COSF Business License
5440 Fulton Industrial Blvd
Atlanta, GA 30331

License Id:	2026.04.1065	**Issued Date:**	4/15/2026
Effective Date:	01/01/2026	**Expiration Date:**	12/31/2026
License Type:	Full-Service Restaurants		

Business Name: South Side Touche LLC

Business Location: 5495 Old National HWY, South Fulton, GA 30349

Touché

[redacted]Edwards

[redacted]

2026

NON-TRANSFERABLE **TO BE PLACED IN A CONSPICUOUS PLACE**

South Fulton Police Department

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

Cedric Alexander
Interim Director of Public Safety

April 28, 2026

City of South Fulton Fire Department
ATTN: Office of the Fire Marshal
Gregory.chambers@cityofsouthfultonga.gov
City of South Fulton Fire Department
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

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

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

[ ] Consumption on Premises
__X___ Beer ___X__ Wine __X___ Distilled Spirits

[ ] Wholesale
___ Beer ___ Wine _____ Distilled Spirits

Business Information:
South Side Touche, LLC. dba South Side Touche
5495 Old National Hwy Ste B15
Atlanta, Ga 30349
[redacted] Edwards
[redacted]

For Fire Use Only

Date of Inspection: 5-7-26

[X] Location above **MEETS ALL** City of South Fulton Fire Ordinance and Fire Codes

[ ] Location does **NOT** meet City of South Fulton Fire Ordinance and Fire Codes
If not, briefly explain reason: _____

Felton Forehand, JR.
Print Name of Fire Inspector

Felton Forehand JR
Fire Inspector Signature

Gregory Chambers
Print Name of Department Head

Department Head Signature

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

South Fulton Police Department

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

Cedric Alexander
Interim Director of Public Safety

April 28, 2026

ATTN: Janice McClain
Janice.mcclain@dph.ga.gov
Fulton County Board of Health
Office of the District Health Director
1920 John Wesley Avenue – Suite 212
College Park, GA 30337

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

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

[X] Consumption on Premises
__X___ Beer ___X__ Wine __X___ Distilled Spirits

[ ] Retail
_____ Beer _____ Wine _____ Distilled Spirits

Business Information:
South Side Touche, LLC. dba South Side Touche
5495 Old National Hwy Ste B15
Atlanta, Ga 30349
[redacted] Edwards
[redacted]

For Fulton County Board of Health Use Only

Date of Inspection: April 7, 2026

[X] Location above **MEETS ALL** Fulton County Health Department Requirements

[ ] Location does **NOT** meet Fulton County Health Department Requirements
If not, briefly explain reason: _____

Janice McClain
Print Name of Health Inspector

Janice McClain
Health Inspector Signature

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

South Fulton Police Department

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

Dr. Cedric Alexander
Interim Director of Public Safety

June 1, 2026,

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

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

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

[X] Consumption on Premises
__X___ Beer ___X__ Wine __X___ Distilled Spirits

[] Retail / Wholesale
_ __ Beer ____ Wine _ ___ Distilled Spirits

Business Information:
South Side Touche, LLC. dba South Side Touche
5495 Old National Hwy Ste B15
Atlanta, Ga 30349
[redacted] Edwards
[redacted]

For Law Enforcement Use Only

Date Background Investigation Completed: Jacquelyn J. Bell

[✓] The Applicant listed above has met the requirements of the background investigation.
[ ] The Applicant listed above does **NOT** meet the requirements of the background investigation.
If not, briefly explain reason: _____

Jacquelyn J Bell
Print Name of Investigator

Investigator Signature

Place Form in Police ABL File

COMMUNICATIONS

Event Report

Event ID: **2026-0120347** Call Ref #: 125 Date/Time Received: 04/01/26 15:53:00

Rpt #:
Call Source: PHONE
Prime Unit: SF113 MOORE, TAVORIS
Services Involved: LAW

Location: **5495-B13 OLD NATIONAL HWY**
X-ST: *BISCAYNE DR* / *SURREY TRL*
Jur: CAD Service: LAW Agency: SFPD
St/Beat: 11 District: 5 RA:
Business: SOUTHSIDE TOCHE
Phone: GP: 29A

Nature: **2 ALARM (RECEIVED BY ALARM** Alarm Lvl: 1 Priority: 2 Medical Priority:

Reclassified Nature:

Caller: OPER 298049 - ADT
Addr: 5495 OLD NATIONAL HWY
Phone: (877) 238-7730
Alarm:
Alarm Type:

Vehicle #: St: Report Only: No Race: Sex: Age:

Call Taker: SJACKSON Console: CT02

Geo-Verified Addr.: Yes Nature Summary Code: SIG2 Disposition: 16 Close Comments:

Notes: {SF101} ADV CDE10 CLR [04/01/26 16:11:10 SMITHJA]
ZONE 1 FRONT DOOR..KEYHOLDER MS. ALICA BOYD - 678-492-3453.. ATLANTA 30349.. [04/01/26 15:55:39 SJACKSON]

Times

		Time From Call Received			
Call Received:	04/01/26 15:53:00				
Call Routed:	04/01/26 15:56:00	000:03:00		Unit Reaction:	*(1st Dispatch to 1st Arrive)*
Call Take Finished:	04/01/26 15:56:03	000:03:03		En-Route: 000:00:03	*(1st Dispatch to 1st En-Route)*
1st Dispatch:	04/01/26 15:57:14	000:04:14	*(Time Held)*	On-Scene:	*(1st Arrive to Last Clear)*
1st En-Route:	04/01/26 15:57:17	000:04:17			
1st Arrive:			*(Reaction Time)*		
Last Clear:	04/01/26 16:11:12	000:18:12			

Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
SF113	SFPD439	D	Dispatched	04/01/26 15:57:14	Stat/Beat: 13;125		SMITHJA
SF113	SFPD439	E	En-Route	04/01/26 15:57:17			SMITHJA
SF113	SFPD439	ENT	Entered Related Name	04/01/26 16:00:02	1) [LastName:] WILLIAMS [OLN:] 0510		SFPD439
SF113	SFPD439	...	Entered Related Name.	04/01/26 16:00:02	2) GA		SFPD439
SF101	SFPD56	D	Dispatched	04/01/26 16:11:01			SMITHJA
SF113	SFPD439	C	Cleared	04/01/26 16:11:05	16 [16]	16	SMITHJA
SF101	SFPD56	C	Cleared	04/01/26 16:11:12	12 [12]	12	SMITHJA

Event ID: 2026-0120347 Call Ref #: 125 **2 ALARM (RECEIVED BY ALARM CO) at 5495-B13 OLD NATIONAL HWY**

Event Log

Unit	Empl ID	Type	Description	Time Stamp	Comments (may truncate in portrait)	Close Code	User
		TR	Time Received	04/01/26 15:53:00	By: PHONE		SJACKSON
		ENT	Entered Street	04/01/26 15:53:27	5495 OLD NATIONAL HWY		SJACKSON
		ENT	Entered Business_CallI	04/01/26 15:54:05	SOUTHSIDE TOCHE		SJACKSON
		CHG	Changed Street	04/01/26 15:54:13	5495 OLD NATIONAL HWY --> 5495-B		SJACKSON
		ENT	Entered CallerName_C	04/01/26 15:54:21	OPER 298049 -		SJACKSON
		CHG	Changed Business_Cal	04/01/26 15:54:26	SOUTH BEACH --> SOUTHSIDE TOCH		SJACKSON
		CHG	Changed CallerName_	04/01/26 15:54:28	OPER 298049 - --> OPER 298049 - AD		SJACKSON
		ENT	Entered CallerPhone	04/01/26 15:54:37	877238		SJACKSON
		ENT	Entered CallerPhone	04/01/26 15:54:38	877238		SJACKSON
		CHG	Changed CallerPhone	04/01/26 15:54:50	877238 --> 8772387730		SJACKSON
		ARM	Added Remarks	04/01/26 15:55:39			SJACKSON
		ENT	Entered Nature	04/01/26 15:56:00	2 ALARM (RECEIVED BY ALARM CO)		SJACKSON
		FF	Fast Forward to LAW	04/01/26 15:56:00	LAW		SJACKSON
		FIN	Finished Call Taking	04/01/26 15:56:03			SJACKSON
		VEV	Viewed Event	04/01/26 15:56:24	User First Viewed Event CAD		SMITHJA
		ARM	Added Remarks	04/01/26 16:11:10			SMITHJA

South Fulton Police Department

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

Cedric Alexander
Interim Director of Public Safety

April 28, 2026

Fulton County School Board
ATTN: Demetrius Roman
romand@fultonschools.org
Transportation Supervisor/Operations
Fulton County Schools System
55 Heath St. Fairburn, GA. 30213

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

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

[ ] Consumption on Premises
__X___ Beer ___X__ Wine __X___ Distilled Spirits

[ ] Wholesale
___ __ Beer _____ Wine ___ __ Distilled Spirits

Business Information:
South Side Touche, LLC. dba South Side Touche
5495 Old National Hwy Ste B15
Atlanta, Ga 30349
[redacted]Edwards
[redacted]

For School Board Use Only

Date Completed: 5/13/2026

[✓] Location above is 300 yards from nearest school ground
[✓] Location above is 200 yards from the nearest school bus stop as designated by Fulton County Board of Education.
If not, briefly explain reason: _____

Demetrias Roman
Print Name of Person Verifying Distance

Signature

Return form via email to: pdlicenses@cityofsouthfultonga.gov

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA

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

Kevin P. Weimer
Clerk of Court

404-215-1600

Name: [redacted] **EDWARDS**

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

In testimony whereof, I have hereunto set my hand and have affixed the seal of said Court, at Atlanta, Georgia, this 8th day of April, 2026.

KEVIN P. WEIMER
DISTRICT COURT EXECUTIVE
CLERK OF COURT

By: _____
Deputy Clerk

STATE OF GEORGIA

Secretary of State

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

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 02/25/2026 12:58:03

BUSINESS INFORMATION	
BUSINESS NAME	: South Side Touche LLC
CONTROL NUMBER	: 25074691
BUSINESS TYPE	: Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD	: 2026

BUSINESS INFORMATION CURRENTLY ON FILE	
PRINCIPAL OFFICE ADDRESS	: [redacted]
REGISTERED AGENT NAME	: [redacted] Edwards
REGISTERED OFFICE ADDRESS	: [redacted]
REGISTERED OFFICE COUNTY	: [redacted]

UPDATES TO ABOVE BUSINESS INFORMATION	
PRINCIPAL OFFICE ADDRESS	: 5495 Old National, B15, Atlanta, GA, 30349, USA
REGISTERED AGENT NAME	: [redacted] Edwards
REGISTERED OFFICE ADDRESS	: [redacted]
REGISTERED OFFICE COUNTY	: [redacted]

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	: [redacted] dwards
AUTHORIZER TITLE	: Organizer

REPORT FOR LAND SURVEY
FOR ALCOHOLIC BEVERAGE LICENSE

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

X A boundary line survey.

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

The following information shall be required on the survey:

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

X Certified that RETAIL SALES (Distilled Spirits) is not located within 100 feet of any private residence, or 300 feet of a church building or within 300 feet of any school building, school grounds, or college campus, or within 200 feet of any designated school bus stop for drop off or pick up of children, or within 1500 feet of any other business licensed to sell package liquor at retail.

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

Signature of Georgia Registered Land Surveyor	Surveyor Number
	2688

INTER-OFFICE MEMORANDUM

DATE: June 1, 2026

TO: Interim Director of Public Safety, C. Alexander

FROM: Jacquelyn J. Bell

SUBJECT: Staff Recommendation – South Side Touche LLC

The applicant for South Side Touche LLC. seeks an alcohol license for the consumption of beer, wine and distilled beverages at **5495 Old National Hwy B 15.** All applicable fees have been paid related to the alcohol license.

Inspections Type	Completed	Pending	Results
Police Criminal Background	Yes		Passed
Police Call History	Yes		Passed
Code Enforcement	Yes		Passed
Fire Inspection	Yes		Passed
Zoning Dept.	Yes		Passed
Business License	Yes		Passed
F.C. School Board	Yes		Passed
F.C. Health Dept.	Yes		Passed

Application Information

Applicant: South Side Touche LLC. / Antonia Edwards
Business Address 5495 Old National Hwy B 15
District(s): 5
Parcel ID Number: **130093LL1505**
Existing Zoning: C-2 (Limited Commercial District)
Current/Past Use of Property: Bar and Lounge Restaurant
History: This request serves as the applicant's first request. The bar and grill restaurant, the applicant also has a current business license with the City of South Fulton and has requested a license resulting in a new license. This business is currently operating on a temporary license

Staff Recommendation: ___X___ There is no legal reason why this license should not be granted.

_____ The applicant does not meet the legal requirements.

Staff Name and Signature: **Jacquelyn J. Bell** Jacquelyn J. Bell

Interim Director of Public Safety Recommendation: **___x___ Approval** **_____ Denial**

Signature: Cedric Alexander (Jun 7, 2026 06:46:53 EDT)

cc: Deput Chief Eddie Smith
File

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Community Development & Regulatory Affairs	

REQUESTED ACTION

Second Read and Request Council Approval of TA26-003 An Ordinance To Amend The City Of South Fulton Zoning Ordinance, As Amended, To Repeal Ordinance 2024-034 And Replace With An Ordinance To Regulate The Development And Operation Of Data Centers Within The City Of South Fulton; To Establish Zoning, Permitting, Population Limits, And Performance Standards; To Protect Public Infrastructure And Neighborhoods

Staff Recommendation: Approval

Planning Commission Recommendation: Approval with the following conditions:
1. Restrict data centers to M-2 districts rather than M-1 and M-2.
2. Require the utility-capacity letter within 90 days.
3. Require developers to repair property or infrastructure damage caused by development.
4. Encourage utility towers and related equipment to be screened or placed away from prominent public views.
5. Add a reference to or requirement concerning solar power.
6. Include glycol cooling as an available cooling option.
7. Change the minimum lot size from 20 acres to 10 acres.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Matthew Williams, Planning and Zoning Administrator

Date:

Reginald McClendon, Community Development Director

Date:

Carmen Davis, Assistant City Manager

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2026-XXX**

TA26-XXXX AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE, AS AMENDED, TO REPEAL ORDINANCE 2024-034 AND REPLACE WITH AN ORDINANCE TO REGULATE THE DEVELOPMENT AND OPERATION OF DATA CENTERS WITHIN THE CITY OF SOUTH FULTON; TO ESTABLISH ZONING, PERMITTING, POPULATION LIMITS, AND PERFORMANCE STANDARDS; TO PROTECT PUBLIC INFRASTRUCTURE AND NEIGHBORHOODS; AND FOR OTHER LAWFUL PURPOSES.

Sponsors: Councilwoman Rowell, Councilwoman Bell, and Councilwoman Williams-Brown

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this text amendment to the City of South Fulton Zoning Ordinance is in the best interest of the public health, safety, and welfare; and

WHEREAS, the proliferation of data centers can bring adverse impacts to residents of communities, such as pollution, water shortages, increases in costs for energy and infrastructure, and environmental pollution; and

WHEREAS, the Mayor and City Council of the City of South Fulton desires to protect the City and its residents from such adverse impacts.

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

That section 302.48 be repealed and replaced with the following:

SECTION 1. PURPOSE AND INTENT

The purpose of this Ordinance is to establish regulations governing the location,

development, and operation of data centers within the City of South Fulton in order to:
A. Protect residential communities from adverse impacts;
B. Ensure responsible use of public infrastructure and utilities;
C. Promote sustainable and environmentally sound development practices;
D. Ensure that economic benefits are proportional to infrastructure demands; and
E. Preserve the public health, safety, and quality of life

SECTION 2. DEFINITIONS

(Sec. 904.04 - D (Definitions) of Article 9 - Glossary, of Appendix C (Zoning), shall be amended to add the following definition)

A. Data Center: A facility used primarily for the storage, management, processing, transmission and dissemination of data and information through computer systems, servers, and associated infrastructure, including backup power generation and cooling systems. As used in this ordinance, the term data center will also encompass an existing property that is being converted to a data center.

SECTION 3. PERMITTED LOCATIONS

A. Data centers shall be permitted only within industrial zoning districts, limited to M-1 (Light Industrial) and M-2 (Heavy Industrial). A special use permit shall be required for all data centers

NAICS Ref.	Principal Uses ↓ Zoning Districts →	AG-1	C-1	C-2	O-I	MIX	M-1	M-2	*For Restrictions See Sec:*
A = Allowed	*S = Allowed if Approved as a Special Use*								*Blank = Prohibited*
	Other Business Support Services								
5188210	Data Processing, Hosting and Related Services						**S**	**S**	
541513	Computer Facilities Management Services for Data Centers						**S**	**S**	

B. Minimum Setback: No data center shall be located within 1320 feet of any property zoned or used for mixed-use or residential purposes, measured from property line to property line.

A. **SECTION 5. SPECIAL USE PERMIT REQUIRED**

A. All data center developments shall require approval of a Special Use Permit (SUP) by the City Council.
B. In addition to standard SUP requirements, applicants must demonstrate:

1. Adequate Electrical Capacity, including utility certification;
2. No Significant Adverse Impact on surrounding properties;
3. Compliance with all environmental, water, and noise standards in this Ordinance;
4. Economic Benefit proportional to infrastructure demand.

C. Cumulative Impact Consideration: The City may deny any application if cumulative infrastructure impacts would exceed capacity or negatively affect public welfare.

SECTION 6. ATLANTA REGIONAL COMMISSION COMPLIANCE

At the time that a data center application is submitted the City will review the size of the development and the requirements of the Atlanta Regional Commission to determine if the project meets the criteria for a Development of Regional Impact (DRI).

Any such development must be reviewed by the Atlanta Regional Commission and the Georgia Regional Transportation Authority (GRTA).

The City will retain its authority to make the final decision regarding approval of the development.

SECTION 6. MINIMUM LOT SIZE

The minimum lot area shall be 20 acres.

SECTION 7. ENERGY AND UTILITIES REQUIREMENTS

A. Utility Capacity Certification

The applicant shall submit **Utility Capacity Certifications** issued by the **utility provider(s) that serve the proposed data center site**.

Depending on the service type, certifications would come from:

- **Electric Power:**
  Georgia Power, Greystone Power or the applicable electric utility provider.
- **Water and Sewer:**
  Atlanta Watershed, Fulton County Department of Public Works, or the City of South Fulton Public Works Department (if applicable to the service area) or the applicable provider

- **Natural Gas (if applicable):**
  Atlanta Gas Light or the applicable provider
- **Telecommunications**
  Major carriers (e.g., fiber providers) if redundancy and bandwidth capacity are part of the SUP criteria

B. The Infrastructure Upgrade Plan (“Plan”)

The Plan shall identify all utility and public infrastructure improvements required to support the proposed data center at full build-out and ensure such improvements are adequately funded, phased, and implemented without adverse impact on existing users.

Required Contents of Plan

The Plan shall include, at a minimum, the following components:

1. Existing Conditions Assessment

- Current capacity of all affected systems, including:
  - Electrical transmission and distribution
  - Water supply and distribution
  - Wastewater and sewer systems
  - Stormwater infrastructure
  - Transportation access (if materially impacted)
- Identification of existing constraints, deficiencies, or bottlenecks

2. Projected Demand Analysis

- Total projected demand at **full build-out**, including:
  - Peak and average electrical load (MW)
  - Water usage (gallons per day)
  - Wastewater discharge volumes
- Demand by **development phase**
- Load profiles (24-hour and seasonal variations, if applicable)

3. Required Infrastructure Improvements

- Detailed description of all required upgrades, including:
  - New substations, transmission lines, or feeders

    - Water/sewer line upsizing or extensions
    - Pump stations, storage tanks, or pressure improvements
    - Roadway or access improvements (if applicable)
- Identification of **on-site vs. off-site improvements**
- Mapping and schematics showing locations and connections

4. Phasing Plan

- Alignment of infrastructure improvements with each phase of development
- Identification of:
    - Trigger points for upgrades (e.g., MW thresholds, occupancy levels)
    - Infrastructure required prior to issuance of building permits or certificates of occupancy for each phase

5. Implementation Schedule

- Detailed timeline for design, permitting, and construction of each improvement
- Coordination milestones with utility providers
- Critical path items that could delay service delivery

6. Cost Estimates and Financial Responsibility

- Itemized cost estimates for all infrastructure improvements
- Identification of responsible party for each cost
- Documentation demonstrating:
    - **All upgrade costs will be borne by the applicant and/or private agreements**
    - **No costs will be transferred to existing utility ratepayers or the City**

7. Utility Provider Coordination

- Written confirmation from each applicable utility provider that:
    - The proposed upgrades are sufficient and feasible
    - The Plan is consistent with utility system requirements
    - No utility upgrade costs will be transferred to existing rate payers
- Identification of any required:

- Interconnection agreements
- Service agreements
- Easements or right-of-way acquisitions

8. Redundancy and Reliability Measures

- Description of backup systems and redundancy (e.g., N+1, 2N configurations)
- Identification of how outages will be mitigated without impacting surrounding systems
- Load-shedding or curtailment strategies, if applicable

9. Environmental and Community Impact

- Assessment of impacts from infrastructure upgrades, including:
  - Land disturbance
  - Noise (especially substations and generators)
  - Air emissions
- Mitigation measures for identified impacts

10. Compliance and Monitoring

- Proposed method for tracking infrastructure capacity and usage over time
- Reporting requirements to the City (e.g., annual certification of capacity and usage)
- Identification of responsible party for ongoing compliance

C. Certification Requirement

The Plan shall be prepared, signed, and sealed by:

- A **licensed professional engineer (P.E.)** in the State of Georgia; and
- Accompanied by written concurrence from applicable utility providers.

D. Approval Standard

The City shall approve the Infrastructure Upgrade Plan only upon finding that:

1. All necessary infrastructure improvements are clearly identified and feasible;
2. Adequate capacity will exist at each phase of development;
3. The Plan prevents degradation of service to existing customers; and

4. No financial burden is shifted to the City or existing ratepayers.

E. Binding Obligation

Approved Infrastructure Upgrade Plans shall be:

- Incorporated into the **Special Use Permit conditions**;
- Enforceable as a condition of development approval; and
- Subject to revision only with City approval.

F. Failure to Comply

1. Failure to implement the Infrastructure Upgrade Plan may result in:

- Suspension of permits,
- Withholding of certificates of occupancy,
- Revocation of the Special Use Permit,
- Or other remedies available under law.

SECTION 8. WATER USE AND CONSERVATION

A. Applicants must submit a Water Impact Study evaluating projected water use and impacts on local supply.

B. All data centers shall:

1. Utilize a closed loop reclaimed water system, where feasible; or newer, more efficient water conservation technology.
2. Implement water efficient cooling technologies to minimize potable water consumption.

SECTION 9. NOISE STANDARDS

In order to ensure that data processing center operations do not contribute to noise pollution within the City, the following sound control standards shall apply:

1. Data center operations shall not produce continuous sound over a 15-minute period that exceeds an average of 60 dBA during the hours of 8 AM to 8 PM, measured at any adjacent property boundary between the data center site and adjoining properties. Nor shall data center operations produce sound that exceeds an average of 50 dBA from 8 PM to 8 AM, measured at any adjacent property boundary between the site and adjoining properties. Notwithstanding the foregoing, if the existing sound levels in the area of the development

exceed the decibel levels above prior to the development of data center structures, they shall be designed so that the existing sound levels are not increased at the external boundaries of the property. Sound levels shall be determined by a third-party acoustic engineer at the expense of the data center operator. Violations of these sound levels may be prosecuted in the same manner as other zoning ordinance violations.

2. An acoustic barrier (e.g., an exterior solid or louvered wall containing soundproofing materials) shall surround all exterior mechanical equipment, whether located on a roof top, on ground level, or elsewhere on the exterior of the property where necessary to achieve the sound level requirements above. Such acoustic barrier must be shown on the approved site plan and shall be maintained on the premises of the Data Center for the operational life of the facility.
3. Data Centers shall not engage in on-site generator testing for more than two hours per day, and generator testing is limited to Monday through Friday between the hours of 11:00 AM and 5 PM.
4. After issuance of the Certificate of Occupancy for each Data Center building, the City may obtain sound studies or require the data center operator to provide a sound study to verify that the operation is in compliance with the requirements of this section. If a data center is found to be in violation of the requirements of this section, the City may issue a notice of violation, which may direct that the data center take appropriate steps to operate within the requirements of this section. The City administration may require the Data Center operator to propose a solution, and a time period for implementation. If the City administration approves such solution, and the Data Center fails to successfully implement that solution within the time approved, the violator shall be subject to a fine up to $1,000 for each day that the violation exists until full compliance is obtained.
5. The Data Center operator shall continue to bear the costs of any sound test or study required to monitor compliance with this section.

SECTION 10. LANDSCAPING, BUFFERING, AND SCREENING

A. Landscaping, buffering, and screening requirements are intended to minimize visual, noise, and environmental impacts of data centers on adjacent properties, particularly residential areas and public rights-of-way.

B. **Perimeter Buffer Requirements**

1. **Minimum Buffer Widths**
    - Adjacent to residentially zoned or used property: Minimum 100-foot buffer
    - Adjacent to non-residential property: Minimum 50-foot buffer
    - Adjacent to public streets: Minimum 30-foot landscaped setback
2. Buffers shall be measured from the data center property line inward.

C. **Planting Standards**

1. **Tree Requirements**
    - Minimum 1 canopy tree per 30 linear feet within buffer areas
    - Minimum 1 understory tree per 40 linear feet
    - Trees shall be at least:
        - 3-inch caliper at installation (canopy trees)
        - 2-inch caliper (understory trees)
2. **Shrubs and Groundcover**
    - Minimum 10 shrubs per 100 linear feet
    - Shrubs shall be at least 24 inches in height at installation
    - Ground cover or turf grass required for full coverage of exposed soil
3. **Spacing and Arrangement**
    - Plantings shall be staggered in at least two (2) rows
    - Designed to achieve minimum 80% opacity within three (3) years

D. **Berms and Fencing**

1. **Earthen Berms**
    - Required along any property line adjacent to residential uses
    - Minimum height: 6 feet
    - Maximum slope ratio: 3:1 (horizontal: vertical)
    - Berms must be stabilized with vegetation or groundcover
2. **Fencing/Walls**
    - Minimum 8-foot opaque fence or wall required along:
        - Residential-facing property lines
        - Areas containing mechanical equipment
    - Acceptable materials include masonry, decorative concrete, or composite materials
    - Chain-link fencing is prohibited along residential-facing boundaries

SECTION 11. OUTDOOR LIGHTING

Outdoor lighting shall comply with the standards of the International Dark-Sky Association in order to minimize light pollution.

SECTION 12. ENVIRONMENTAL STANDARDS AND GENERATOR EMISSIONS

A. An Environmental Impact Assessment (EIA) performed by an independent engineering firm, licensed and registered in the state of Georgia is required for all proposed data centers.
B. Backup generators and other energy production systems shall:

1. Comply with applicable emissions standards as set by the Environmental Protection Agency and the Georgia Environmental Protection Division;
2. Any diesel generators shall meet the EPA Tier VI emission standards;
3. Utilize best available control technologies;
4. Limit testing and operational hours to reduce community impact.
5. The requirements of this subsection shall apply to all energy production systems whether such systems are temporary or permanent

SECTION 13 STORMWATER MANAGEMENT

All datacenters shall be required to comply with the stormwater management standards as specified in the City's Building Code which is currently codified at Title 3, Chapter 9, Section 3-9005 of the City's Code of Ordinances

SECTION 14 PARKING

Data centers must provide minimum parking of three spaces per thousand gross square feet of office space to be occupied within the development.

SECTION 15 PHASED DEVELOPMENT REQUIREMENTS

A. Data center projects shall be developed in phases.
B. Each phase must be:

1. Aligned with demonstrated demand
2. Evaluated independently for infrastructure capacity and compliance;
3. Reviewed and approved by the City before subsequent phases begin.

SECTION 16. DECOMMISSIONING

A. Any data center that plans to cease operations shall submit a Decommissioning Plan to the City at least 60 days prior to the planned date of shutdown.
B. If a Data Center ceases operations and the shutdown is unplanned, a Decommissioning Plan should be submitted to the City within 60 days of the shutdown.
C. The Decommissioning Plan will be subject to review and approval by the City of South Fulton's Community Development and Regulatory Affairs Department.

SECTION 17. ENFORCEMENT AND PENALTIES

A. The City is authorized to enforce all provisions through inspections, monitoring, and compliance reviews.
B. Violations may result in:

1. Suspension or revocation of the Special Use Permit;
2. Stop-work orders;
3. Fines as established by City Code;
4. Any other lawful remedy.

C. The application of the foregoing sections shall not apply to Council-approved centers in existence and/or in progress prior to the effective and/implementation date of this Section.

SECTION 18.

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

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

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

SECTION 19.

The City Attorney, City Clerk or Codifier are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

SECTION 20.

All ordinances and resolutions or parts thereof that are in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 21.

The effective date of this Ordinance shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

CITY OF SOUTH FULTON, GEORGIA

Planning Commission Meeting
City Hall
Wednesday, July 15, 2026, 6:00 PM

Planning Commission Meeting Minutes

I. Meeting Called to Order at 6:07 pm by Commissioner Giavani Smith-Vickers.

II. Roll Call

MEMBERS PRESENT:
Mike Dunn (At-Large) **PRESENT**
Giavani Smith-Vickers, Chair (District 1) **PRESENT**
Jackie Barrett Washington (District 2) **PRESENT**
Vacant (District 3)
Trone Jefferson (District 4) **PRESENT**
Stacey Williams (District 5) **PRESENT**
Tamiko Leverette (District 6) **PRESENT**
Vacant (District 7)

1. Consideration of meeting minutes from the June Meeting Minutes. ***Commissioner Dunn moved to approve the agenda. Commissioner Williams seconded the motion. Motion carried 5-0.***
2. Approval of agenda. ***Commissioner Williams made a motion to approve the agenda. Commissioner Jefferson seconded the motion. Motion carried 5-0.***

OLD BUSINESS

Case Z26-014/CDP26-004 (Public Hearing): An application by Taliya King requesting a rezoning from AG-1 (Agricultural District/Old National Highway Overlay District) to R-4 (Single-Family Dwelling District/Old National Highway Overlay District) to develop two single family detached dwelling with a land use amendment from Regional Live Work Character Area to the Suburban I Neighborhood Character Area on 0.52 acres at 5250 Northfield Blvd (Parcel ID: 13 0068 LL0888). City Council District: 5.

Staff presented the request to rezone the property from AG-1 to R-4 and amend the Comprehensive Development Plan to permit two single-family detached residences Staff recommended **denial** of both requests. The primary concern was changing one small parcel from Regional Live-Work to Suburban 2 while the surrounding area remained designated Regional Live-Work. Staff characterized this as creating an isolated or "spot" future-land-use amendment inconsistent with the recently adopted comprehensive plan.

The applicant, representing LRP Capital, stated that:

- The property is a small infill parcel located near Northfield Boulevard and Jolly Road.
- The property would be divided into two lots.
- Both houses would face Jolly Road and have direct access from that road.
- Each house would include a two-car garage.
- The project would be low-impact and would replace a vacant area where illegal dumping had reportedly occurred.
- The parcel was too small to support the mixed-use or live-work development envisioned by the existing future-land-use designation.
- Roofline and driveway concerns raised during community participation had been addressed.
- The proposed houses would be compatible with nearby two-story homes.

No speakers formally opposed or supported the case during the hearing.

Commissioners discussed:

- Whether the two homes could comply with the existing Regional Live-Work designation.
- Staff's concern that granting the amendment would undermine the newly adopted comprehensive plan.
- The small size of the parcel and its practical inability to accommodate both residential and commercial uses.
- Whether the proposed house design would fit the older surrounding neighborhood.
- Driveways, garages, rooflines, and neighborhood compatibility.
- Feedback from the applicant's community meeting, where residents reportedly accepted residential development but raised design concerns.

Staff's findings of fact were approved.

Z26-014 motion: *Commissioner Dunn recommended denial and Commissioner Williams seconded the motion.*
Vote: *Unanimous approval of the denial motion*.

CDP26-004 motion: *Commissioner Dunn recommended denial and Commissioner Williams seconded the motion.*
Vote: *Unanimous approval of the denial motion*.

Outcome: *Both cases were forwarded to City Council with recommendations for denial and were scheduled for the August 11, 2026, public hearing.*

Case Z26-012/CDP26-005 (Public Hearing): An application by Greater Turner Chapel AME Church c/o Darnell Moore requesting a rezoning from R3 (Single-Family Dwelling District) to SH (Senior Housing District),a future land use amendment from Suburban I Neighborhood Character Area to Community Live Work Character Area and a concurrent variance to reduce the 40ft undisturbed buffer to 20ft on the west and south side of the property to accommodate a retaining wall and walking path on 5.16 acres at 4685 Cascade Road. (Parcel ID: 14F0060 LL0524) Council District: 1.

Staff presented the request to rezone approximately 5.6 acres from R-3 to Senior Housing (SH), amend the Comprehensive Development Plan, and a concurrent variance. Staff recommended **denial** of the rezoning, future-land-use amendment, and variance. Staff had met with the applicant after the previous deferral to review the revised site plan and renderings but maintained its denial recommendation.

Staff's primary land-use concern was that the proposed senior-housing zoning and Community Live-Work designation were not considered an appropriate transition within the surrounding low-density residential area.

The applicant argued that:

- South Fulton has an aging population and insufficient senior-housing options.
- The church wanted to use its property to allow seniors to remain near their families, churches, medical providers, and support networks.
- The project would be relatively low-density and would use only part of the property.
- Independent-living units would be cottage-style homes inspired by other successful senior-cottage developments in the area.
- Landscaping and buffers would limit visibility from Cascade Road and neighboring homes.
- The assisted-living structure would be two stories, not three.
- The applicant had worked extensively with staff on turning radii, mailboxes, sidewalks, buffers, trails, amenity areas, and building design.
- Design standards could be imposed as conditions.
- The church was attempting to establish a regulatory framework before selecting a development partner.
- The development was not proposed as a Section 8 project, although the applicant acknowledged that future ownership decisions could affect operations.

A supporter emphasized:

- The need for safe, affordable, accessible housing for seniors.
- The value of allowing older adults to remain in their existing community.
- Reduced isolation and increased social interaction.
- Potential employment and economic activity.
- The project's consistency with values of dignity and care for older residents.

Numerous nearby residents opposed the project. Their principal concerns included:

- Changing the quiet, mature, single-family character of the neighborhood.
- Increased density, traffic, visitors, deliveries, and emergency-service activity.
- Possible property-value reductions.
- Reducing the buffer from 40 feet to 20 feet near established homes.
- Drainage and stormwater flowing downhill toward neighboring properties.
- Views of walls or larger buildings from adjoining backyards.

- Lack of a traffic-impact study.
- Security concerns because the project would not be gated.
- Concern that SH zoning could permit broader institutional, rental, assisted-living, or nursing-home uses.
- Fear that the rezoning could encourage additional commercial or higher-density rezonings.
- Questions regarding public-participation notices.
- The existence of other senior developments and community facilities nearby.
- Concern that the development partner and final operating model had not yet been selected.

Several opponents stated that they supported senior cottages in concept but preferred a lower-density residential zoning approach rather than the proposed SH district.

The applicant responded that:

- The assisted-living building would be two stories.
- Heavy landscaping would screen the project.
- The cottages and assisted-living facility were intended to be architecturally appropriate for the area.
- The project was not proposed as Section 8 housing.
- Approximately half of the five-acre site would remain undeveloped or landscaped.
- The church intended to partner with a developer but wanted zoning conditions established first.
- The project would address a genuine need for senior living in South Fulton.

Commissioners questioned:

- Whether the proposed zoning was compatible with the recently adopted comprehensive plan.
- Whether the project could be accomplished under a residential district with age restrictions.
- The distinction between independent senior cottages, assisted living, and a nursing home.
- Potential traffic, emergency access, buffers, drainage, building visibility, security, and neighborhood compatibility.
- Whether conditions could sufficiently limit the project's intensity and future use.
- Whether the applicant's proposal had enough specificity without a selected development partner.

Staff's findings of fact were accepted.

Z26-012 motion: *Commissioner Williams recommended denial; Commissioner Leverette seconded the motion.*
Result: *Denial motion approved unanimously*.

CV26-003 motion: *Commissioner Williams recommended denial; Commissioner Leverette seconded the motion*
Result: *Denial motion approved unanimously.*

CDP26-005 motion: *Commissioner Williams recommended denial; Commissioner Leverette seconded the motion.*

Result: *Denial motion approved unanimously*.

Outcome: *All three requests were forwarded to City Council with recommendations for denial for the August 11, 2026, public hearing.*

Case Z26-001/ CDP26-003 (Public Hearing): An application by Bridge Logistics c/o Henry Bailey requesting a rezoning from SUB-A (Suburban A Single-Family Dwelling District/Sandtown Overlay District) to M-1 (Light Industrial District) to develop a 1,727,500 square foot light industrial warehouse/distribution campus consisting of seven buildings on 157.86 acres; Requesting a Future Land Use Amendment from Suburban I Neighborhood Character Area to the Industrial Character Area at 0 Campbellton Road & 0, 336, 2230, 6460, 2391, 2331 Chattahoochee Drive (Parcel IDs: 14F0138 LL0068, 14F0138 LL0050, 14F0138 LL0183, 14F0138 LL0332, 14F0138 LL0282, 14F0138 LL0217, 14F0138 LL0043, 14F0138 LL0340, 14F0138 LL0357, 14F0138 LL0316, 14F0138 LL0258, 14F0138 LL0175, 14F0138 LL0167, 14F0138 LL0241, 14F0138 LL0233, 140138 LL0142, & 14F0138 LL0324). City Council District 1.

Staff presented the request to rezone property located on Hamilton Road and Chattahoochee Drive from Sub-A to M-1 for the development of a light industrial distribution campus and to amend the Comprehensive Development Plan.

Staff presented the case and recommended denial because converting a large residentially planned area to industrial use was considered too substantial a departure from the future-land-use plan.

The project underwent an Atlanta Regional Commission Development of Regional Impact review. Following ARC and staff comments, the applicant submitted a revised plan.

Staff stated that, were the Commission to recommend approval, it suggested conditions requiring:

1. Approximately 23 acres adjacent to Campbellton Road to remain under its existing residential zoning and not be included in the industrial rezoning.
2. The industrial tract and the retained residential tract to be formally subdivided before issuance of a land-disturbance permit.

The applicant’s attorney stated that:

- The site is accessed only from Fulton Industrial Boulevard.
- Portions of the assemblage had already received industrial zoning approvals in 2022 and 2024.
- The current request was intended to create a cohesive phased industrial campus.
- The revised proposal reduced the number of buildings from nine to six and reduced the project by roughly 1.15 million square feet from an earlier version.
- Stream-buffer encroachments were removed except for an exempt perpendicular access crossing.
- More than 500 feet of existing vegetation would separate the industrial development from residential areas.
- Approximately 23 acres closest to Campbellton Road would remain residentially zoned.
- The development could create an estimated 1,000–2,000 permanent jobs, plus construction employment.
- The project was projected to increase the site’s tax contribution substantially.
- End users had not yet been secured because industrial tenants typically wait until zoning entitlements are obtained.
- The applicant would target light-industrial users rather than heavy industries producing substantial noise, odors, or environmental impacts.
- Fulton Industrial Boulevard was presented as the most appropriate location for industrial development in the city.

An opponent living near the development argued that:

- The applicant had repeatedly expanded farther into land planned for residential use.
- The newly adopted future-land-use plan clearly established a boundary between residential and industrial areas.
- The city had already approved substantial industrial acreage nearby.
- Additional rezoning could encourage continued industrial encroachment.
- Warehouses would generate truck traffic, emissions, noise, and other effects despite vegetative buffers.
- The project lacked identified tenants, binding contracts, and guarantees regarding the number, type, or wages of jobs.
- The claimed community benefits remained speculative.
- The city should protect the residential edge rather than repeatedly moving it.

Commissioners and staff discussed:

- The lack of identified tenants or letters of intent.
- Whether speculative industrial buildings were appropriate.
- The potential range of uses permitted in M-1.
- Noise, odors, emissions, truck traffic, and visual impacts.
- Whether the 23-acre retained tract truly functioned as a buffer.
- The project's consistency with the recently adopted future-land-use plan.
- The applicant's prior rezonings and continuing expansion.
- Employment opportunities and whether residents could receive hiring preference.
- The attorney clarified that the city could not dictate whom a private company hires, although city codes may provide certain preferences in contracting or development.
- Staff's suggested conditions requiring preservation and subdivision of the 23-acre residential tract.

Staff's findings of fact were accepted.

Z26-001 motion: *Commissioner Dunn recommended denial and Commissioner Williams seconded the motion.*
Vote: *Unanimous approval of the denial motion*.

CDP26-003 motion: *Commissioner Dunn recommended denial and Commissioner Williams seconded the motion.*
Vote: *Unanimous approval of the denial motion*.

Outcome: *Both requests were forwarded to City Council with recommendations for denial for the August 11, 2026, public hearing.*

Case Z26-010/CV26-002 (Public Hearing): An application by 2020 Enterprise Group, LLC c/o Battle Law requesting a rezoning from CUP (Community Unit Plan/Cliftondale Overlay District) to SH (Senior Housing District/Cliftondale Overlay District) with concurrent variances to Sec. 509.05(c) to eliminate the 50' zoning buffer and improvement setback on the northwestern tip and reduce the 50' buffer to 25' on the western property line to develop a 50 unit mixed residential senior community for residents age 62 and older on approximately 13.8 acres at 7490 Butner Road. (Parcel IDs: 09C100000320370) Council District: 4.

Staff presented the case and Staff recommended conditional approval, subject to:

1. Development being limited to the site plan presented to staff.
2. Compliance with the Clifton/CLFF overlay-district regulations identified in the transcript.

When the public discussion/hearing was opened issues discussed included:

- Whether the reduced or removed buffers would adequately protect neighboring properties.
- The relationship of the proposed senior development to surrounding residential communities.
- Site-plan compliance, access, landscaping, setbacks, and overlay requirements.
- Concerns voiced by members of the public and questions regarding whether the proposed density and buffer reductions were appropriate.

Although staff recommended approval, the Commission ultimately did not support the requests.

Staff's findings of fact were approved by a majority; Commissioner Jefferson voted against accepting the findings.

Z26-010 motion: *Commissioner Williams recommended denial; Commissioner Leverette seconded the motion.*
Vote: *Denial approved unanimously*.

CV26-002 motion: *Recommend denial*.
Vote: *Denial approved by the commissioners voting.*

Outcome: *Both requests were forwarded to City Council with recommendations for denial for the August 11, 2026, public hearing.*

Case U26-006 (Public Hearing): An application by David Renfro requesting a Special Use Permit to allow a Farmers Market in AG-1(Agricultural District) zoning district on 6.1 acres at 4269 Stonewall Tell Road. (Parcel IDs: 09F230100840758 & 09F230100840741) Council District: 3

Staff recommended **conditional approval** with two conditions:

1. The special-use permit would be nontransferable.
2. The operator must maintain a valid City of South Fulton business license.

A representative of the applicant came up and presented the case and the applicant proposed a marketplace for:

- Locally grown produce

- Agricultural goods
- Artisan products
- Nursery and garden items
- Farm-related merchandise
- Other customary farmers-market offerings

No public-comment cards were submitted.

Commissioners questioned the applicant regarding:

- Proposed market operations and the types of products to be sold.
- Whether the activity would remain consistent with agricultural use.
- Licensing, ownership, transferability, and responsibility for operation.
- Ensuring the permit would not automatically pass to a different operator.

Staff's findings of fact were accepted unanimously.

Motion: Commissioner *Mike Dunn* recommended *approval subject to the two staff conditions, Commissioner Williams seconded the motion.*
Vote: *Approved unanimously.*

Outcome: *The special-use permit was forwarded to City Council with a recommendation for conditional approval for the August 11, 2026, public hearing.*

Case Z26-015/U26-007 (Public Hearing): An application by Welcome Foods is requesting a rezoning from MIX (Mixed Use) to C-2 (General Commercial) along with a Special Use Permit (SUP) to develop a 5,000 square foot gas station/convenience store with fuel pumps and 1,800 square feet drive-thru restaurant on 2.13 acres at 4225 & 4165 Flat Shoals Road District: 4

Staff presented the case and recommended **denial** of both the rezoning and special-use permit. The applicant presented the property as appropriate for commercial development and discussed the proposed gas station, convenience store, fuel pumps, and drive-through restaurant.

Commissioners considered:

- Compatibility with the surrounding area and the existing MIX designation.
- Whether the site met the city's newer gas-station regulations.
- Traffic circulation and access.
- The intensity of the proposed commercial use.
- Proximity to residences and other sensitive properties.
- Whether the proposed gas station and drive-through were consistent with the city's development objectives for the corridor.
- Staff's conclusion that the requests did not satisfy the applicable standards.

Staff's findings of fact were accepted unanimously.

Z26-015 motion: *Commissioner Williams recommended denial and Commissioner Leverette seconded the motion.*
Vote: *Denial approved unanimously*.

U26-007 motion: ***Commissioner Williams recommended denial and Commissioner Leverette seconded the motion***
Vote: ***Denial approved by the commissioners voting.***

Outcome: ***Both requests were forwarded to City Council with recommendations for denial for the August 11, 2026, public hearing.***

Case Z26-016/CDP26-006 (Public Hearing): An application by TDC Logistics Company, LLC requesting a rezoning from AG-1 (Agricultural District) to M-1 (Light Industrial Zoning District) and a Future Land Use Amendment from Community Live-Work to Industrial Zone to develop an industrial building of 280,000 square feet on 38.94 acres at 0 Washington Road District: 3

Staff presented case and Staff recommended **denial** of both requests.

The applicant requested that the case be deferred to the September 16, 2026, Planning Commission meeting and was not present at the July meeting.

The Commission initially considered opening the public hearing because residents were present. The assistant city attorney advised that the hearing could not proceed without the applicant because zoning law required equal presentation time for the applicant and opposition.

No public hearing was held.

Motion: ***Commissioner Leverette made a motion to Defer Z26-016 and CDP26-006 to September 16, 2026 and Commissioner Jefferson seconded the motion.***
Vote:

- Barrett-Washington — Yes
- Jefferson — Yes
- Williams — Yes
- Leverett — Yes
- Dunn — No

Outcome: ***Deferral approved 4–1. The cases were continued to September 16, 2026.***

Case TA26-003 (Public Hearing): An ordinance to regulate the development and operation of data centers within the City of South Fulton; To establish zoning, permitting, population limits, and performance standards; To protect public infrastructure and neighborhoods.

The Commission reviewed a Council-sponsored zoning-text amendment establishing new regulations for data centers.

The draft ordinance included:

- Data centers allowed only through special-use permits.
- Data centers permitted in M-1 and M-2 districts under the initial draft.
- A citywide population-based cap of one data center per 30,000 residents.
- A minimum lot size of 20 acres.

- Utility-capacity certifications for:
    - Electricity
    - Water and sewer
    - Natural gas
    - Telecommunications
- Existing-conditions assessments.
- Development, buffering, design, utility, and operational requirements.
- Provisions addressing infrastructure demands and potential neighborhood impacts.

Commissioners raised concerns and recommendations regarding:

- Whether data centers should be restricted to M-2 rather than allowed in both M-1 and M-2.
- The appropriate minimum acreage.
- The timing and enforceability of utility-capacity documentation.
- Water and electricity consumption.
- Solar and renewable-energy options.
- Cooling technologies, including glycol-based cooling.
- Screening utility equipment and transmission infrastructure from public view.
- Responsibility for damage to surrounding property or infrastructure caused by development.
- Possible effects on nearby homes, utilities, roads, and public services.
- Ensuring the ordinance was strong enough before applications were received.

The Commission recommended approval of the ordinance with the following revisions or considerations:

1. Restrict data centers to **M-2 districts** rather than M-1 and M-2.
2. Require the utility-capacity letter within **90 days**.
3. Require developers to repair property or infrastructure damage caused by development.
4. Encourage utility towers and related equipment to be screened or placed away from prominent public views.
5. Add a reference to or requirement concerning solar power.
6. Include glycol cooling as an available cooling option.
7. Change the minimum lot size from **20 acres to 10 acres**.

Motion: ***Commissioner Williams recommended approval with the listed amendments and recommendations. Commissioner Dunn seconded the motion.***
Vote: ***Approved unanimously***.

Next steps: ***The amendment was scheduled for City Council consideration, with a first Council hearing identified for July 28, 2026, and further Council action on August 11, 2026.***

Adjournment of Meeting

The Commission adjourned at approximately **10:53 p.m.** The next regular Planning Commission meeting was announced for **August 19, 2026**

Commissioner Williams made a motion to adjourn, Commissioner Dunn seconded the motion. Motion carried unanimously.

[Meeting Adjourned]

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED

REQUESTED ACTION

Administration

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Sara Kelly, Interim City Attorney

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2026-XXX**

A RESOLUTION TO ERECT HONORARY STREET SIGNS; AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Mayor Carmalitha Gumbs)

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

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

WHEREAS, the City wishes to establish honorary street names in addition to legal street names for the purpose of recognizing individuals from the City; and

WHEREAS, the City wishes to recognize former City residents who made significant contributions to the community; and

WHEREAS, the individuals the City wishes to recognize are individuals who have made significant contributions through educational, cultural, humanitarian, historic, or military achievement; and

WHEREAS, the City desires to safeguard and promote the public health, safety, and general welfare of all citizens through the adoption of this Resolution.

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF SOUTH FULTON HEREBY RESOLVES as follows:

Section 1.

Having satisfied the Honorary Street Naming provisions as laid in out RES2021-043, the following streets shall receive honorary street signs:

New Hope Road – Roger Bruce Way
Wallace Road – Rev. Dr. Walter Kimbrough and Congressman John Lewis Way

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. All Resolutions and parts of Resolutions in conflict herewith are hereby expressly repealed.

Section 4. The City Attorney, City Clerk or Codifier are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 5. The effective date of this Resolution shall be the date of adoption unless provided otherwise by the City Charter or state and/or federal law.

Section 6. ***Instruction to City Clerk:*** The City Clerk is hereby directed to circulate a copy of this Resolution to all City employees, staff and officials.

[signatures and voting tabulations appear on the following page]

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
City Attorney	

REQUESTED ACTION

Request Council Approval Of A Resolution To Rename The Southwest Arts Center In Honor And Recognition Of Former Mayor William "Bill" Edwards (Sponsored by Mayor Gumbs)

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Sara Kelly, Interim City Attorney

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2026-XXX**

A RESOLUTION TO RENAME THE SOUTHWEST ART CENTER IN HONOR AND RECOGNITION OF FORMER MAYOR WILLIAM "BILL" EDWARDS AND FOR OTHER PURPOSES.

(**Sponsored by Mayor Carmalitha Gumbs**)

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

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

WHEREAS, the City has the authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations, not inconsistent with this Charter, the Constitution and the laws of the State of Georgia; and

WHEREAS, William "Bill" Edwards was instrumental in the establishment of the City of South Fulton and served as the City's first mayor; and

WHEREAS, the Mayor and City Council believe that Former Mayor Edwards' years of dedicated service to the City demonstrate that he possesses the requisite honor and integrity that will reflect positively on the City and community, and his recommendation does not conflict with other City designated names; and

WHEREAS, the Renaming Committee is currently inactive and the Mayor and City Council desire to name the Southwest Arts Center in honor and recognition of William "Bill" Edwards; and

WHEREAS, the City Council finds this Resolution to be in the best interest of the City, its residents and the general public;

NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY RESOLVES

Section 1. It is hereby declared that upon the effective day of this Resolution that the intention of the Mayor and City Council is to permanently rename the Southwest Arts Center to the William "Bill" Edwards Performing Arts Center in honor and recognition of Former Mayor William "Bill" Edwards. This naming does not preclude the City from adding the name of a sponsor to this facility.

Section 2. (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 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. The City Attorney, City Clerk and Codifier are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 4. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 5. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[**signatures and voting tabulations appear on the following page**]

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED

REQUESTED ACTION

First Read Ordinances

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

_____ Date:
Sara Kelly, Interim City Attorney

_____ Date:
Sharon Subadan, City Manager

_____ Date:
Corey Adams, City Clerk

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Community Development & Regulatory Affairs	

REQUESTED ACTION

First Read: An Ordinance To Amend The Administrative Guidelines For Tree Preservation Of The Code Of The Code Of Ordinances, City Of South Fulton, Georgia (Sponsored by Councilmembers Sebastian, Williams-Brown, Johnson)

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Sara Kelly, Interim City Attorney

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2026-XXX**

AN ORDINANCE TO AMEND THE ADMINISTRATIVE GUIDELINES FOR TREE PRESERVATION OF THE CODE OF ORDINANCES, CITY OF SOUTH FULTON, GEORGIA; AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Councilmembers Sebastian, Williams-Brown, Johnson)

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

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

WHEREAS, the City Council desires to amend its existing City Code of Ordinances related to the administrative guidelines for tree preservation; and

WHEREAS, the amended Ordinance will benefit the health and general welfare of the City, its citizens and the general public.

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

Section 1. The City hereby amends the City of South Fulton Administrative Guidelines for Tree Preservation, Appendix E, Section III. Administrative guidelines for commercial and all other non-single family residential districts to the City's Code of Ordinances, with the addition as follows:

E. Tree Recompense Rebate Program

1. Rebate Program
    a. The Tree Recompense Rebate Procedure shall be reviewable at minimum every five (5) years and/or to as deemed necessary to ensure conformity with the City's development demands as determined by the adoption of the City's Comprehension Plan. Council may in its discretion request to review the Program prior to the minimum five (5) year mark.
    b. The Community Development Regulatory Affairs (CDRA) shall be responsible for maintaining accurate statistical information related to applications and disbursement of the Tree Recompense Rebate process to protect the accuracy of the review and any subsequent adjustments.
    c. The Tree Recompense Rebate shall occur simultaneously with the successful completion of the LDP stage.
2. Review Process

a. An application for rebate shall be reviewed by the City Arborist or a designated agent(s) for conformance with:
   i. Applicable Overlay District Regulations
   ii. The City of South Fulton Zoning Ordinance
   iii. Applicable Zoning, Use Permit and/or Variance Conditions
   iv. Tree Preservation Ordinance & Administrative Standards
   v. Any and all Ordinance and Administrative Guidelines dealing with natural resources
   vi. Applications will be either approved, denied or returned for revisions.
   vii. Reasons for denial shall be stated in writing.

b. Appeal Process
   i. Should an applicant wish to appeal an initial denial, a request for administrative appeal shall be made in writing to the Director of CDRA within five (5) business days.
   ii. The Director or a designated agent(s) shall review the application and render a written decision within ten (10) business days.
   iii. Should an applicant desire to appeal a subsequent denial of the Director, an appeal to be heard by the Council must be made within five (5) business days.

3. The Tree Recompense requirements set forth in Appendix E shall be subject to the following discounts:

Category	**Discount**
City Projects	100%
Commercial/Mixed use with incentives from the City's Development Authority (C1/C2, Mixed use)	100%
Multi-Family with incentives from the City's Development Authority	50%
Industrial Development with incentives from the City's Development Authority (M1/M2)	50%

Section 2. It is hereby declared to be the intention of the Mayor and Council that:

(a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.
(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 3. All Ordinance and Resolutions in conflict herewith are hereby expressly Repealed.

Section 4. The city attorney, city clerk and contracted city codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 5. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and/or federal law.

Section 6. Instruction to City Clerk. The City Clerk is hereby directed to forward a copy of this ordinance to the City Community Development Department and City Arborist.

[signatures and voting tabulations appear on the following page]

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
City Attorney	

REQUESTED ACTION

First Read: An Ordinance To Amend Title 1, Administration, Of The City Of South Fulton Code of Ordinances, To Help Ensure High Ethical Standards Within The City (Sponsored by Mayor Gumbs)

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Sara Kelly, Interim City Attorney

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORDINANCE No. 2026-XX

AN ORDINANCE TO AMEND TITLE 1, ADMINISTRATION, OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES, TO HELP ENSURE HIGH ETHICAL STANDARDS WITHIN THE CITY AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Mayor Carmalitha 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, pursuant to City Charter Section 1.12(b)(10), the City is authorized to "adopt ethics ordinances and regulations governing the conduct of municipal elected officials, appointed officials, and employees, establishing procedures for handling ethics complaints, and setting forth penalties for violations of such rules and procedures";

WHEREAS, the governing authority deems it essential to the proper operation of democratic government that is independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain or politically-motivated attacks;

WHEREAS such measures are necessary to provide the public with confidence in the integrity of its government;

WHEREAS it is the goal of the city that its officials, employees, appointees, and volunteers conducting official city business:

Serve others and not themselves;
Be independent, impartial and responsible;
Use resources with efficiency and economy;
Treat all people fairly;
Use the power of their position for the well-being of their constituents; and
Create an environment of honesty, openness and integrity; 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 1, Administration, Chapter 5, Code of Ethics, is hereby revised to read as follows:

TITLE 1. - ADMINISTRATION

CHAPTER 5. - CODE OF ETHICS

Sec. 1-5001. - Purpose

The purpose of this code of ethics is to:

a. Encourage high ethical standards in official conduct by city officials;
b. Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;
c. Require disclosure by such officials of private financial or other interest in matters affecting the city; and
d. Serve as a basis for disciplining those who refuse to abide by its terms.

Sec. 1-5002. - Scope

The provisions of this code of ethics shall be applicable to all city employees and elected or appointed city officials, and may be applied retroactively.

Notwithstanding anything herein to the contrary, state law and the charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This ordinance shall be interpreted to supplement, and not replace, said provisions of state law and the charter.

Sec. 1-5003. - Definitions

Solely for the purpose of this code of ethics:

a. *City official* or *official,* unless otherwise expressly defined does not include city employees but does mean the mayor, members of the city council, municipal court judges (including substitute judges), city manager, city clerk, city attorney, and all other persons holding positions designated by the city charter, as amended. The term "city official" also includes all individuals, including city employees, appointed by the mayor and/or city council as appropriate to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the mayor and/or city council.

b. *City Employee* means any person who is a full-time or part-time employee of the city.

c. *Complainant* means any person filing an ethics complaint under this chapter.

d. *Decision* means any ordinance, resolution, contract, franchise, formal action or other matter under this chapter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.

e. *Immediate family* means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

f. *Incidental interest* means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.

g. *Remote interest* means an interest of a person or entity, including a city official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.

h. *Substantial interest* means an interest, either directly or through a member of the immediate family, in another person or entity, where:

    i. the interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of $5,000.00 or more of the equity or market value of the entity; or
    ii. the funds received by the person from the other person or entity during the previous 12 months either equal or exceed
        (a) $5,000.00 in salary, bonuses, commissions or professional fees, or $5,000.00 in payment for goods, products or services, or
        (b) ten percent of the recipient's gross income during that period, whichever is less;
    iii. the person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the city council; or
    iv. the person is a creditor, debtor, or guarantor of the other person or entity in an amount of $5,000.00 or more.

Sec. 1-5004. - Prohibitions

a. No city official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the city.

b. No city official, in any matter before the council or other city body, relating to a person or entity in which the official has a substantial interest, shall fail to

disclose for the record such interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as applicable.

c. No city official shall act as an agent or attorney for another in any matter before the city council or other city body.

d. No city official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.

e. No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law.

    i. This prohibition shall not be applicable to the professional activities of the city attorney in his or her work as an independent contractor and legal advisor on behalf of the city.

    ii. This prohibition shall not be applicable to an otherwise valid employment contract between the city and a city official who is not elected (such as, by way of example, a city manager, city administrator or chief of police).

    iii. Any official who has a proprietary interest in an agency doing business with the city shall make that interest known in writing to the city council and the city clerk.

f. All public funds shall be used for the general welfare of the people and not for personal economic gain.

g. Public property shall be disposed of in accordance with state law.

h. No elected official shall encourage, suggest, recommend or promote any person to hire a member of such elected official's immediate family for employment with the city.

i. No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.

j. If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city council and shall recuse himself/herself and take no further action on matters regarding the potential future employer.

k. No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.

l. No city official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.

m. A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.

n. A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.

o. A city official shall not order any goods and services for the city without prior official authorization for such an expenditure. No city official shall attempt to obligate the city nor give the impression of obligating the city without proper prior authorization.

p. No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore.

q. No city official shall attempt to unduly influence the outcome of a case before the Municipal Court of the City of South Fulton nor shall any city official engage in ex parte communication with a municipal court judge of the City of South Fulton on any matter pending before the Municipal Court of the City of South Fulton.

r. No city official shall knowingly, directly or indirectly, aid or assist any city official, or a city official's partner in substantial interest, in violating this chapter.

s. No city official shall disclose or release any confidential information acquired by virtue of their office unless authorized by law or the city to do so.

Sec. 1-5005. - Conflict of Interest

a. A city official may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the official has a substantial interest.

b. A city official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.

c. Where the interest of a city official in the subject matter of a vote or decision is remote or incidental, the city official may participate in the vote or decision and need not disclose the interest.

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

(b) To the greatest extent allowed by law, 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 Ordinance.

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

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 4. The city attorney and city clerk are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing, codification, and supplementation purposes. The final version of all Ordinances shall be filed with the clerk.

Section 5. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and/or federal law.

Section 6. ***Instruction to City Clerk.*** Unless vetoed, the City Clerk is hereby directed to forward a copy of this Ordinance to the Ethics Board members.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
City Attorney	

REQUESTED ACTION

First Read: An Ordinance To Amend Title 1, Administration, Of The City Of South Fulton Code Of Ordinances, To Allow For Coverage Of Legal Fees For Elected Officials (Sponsored by Mayor Gumbs)

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Sara Kelly, Interim City Attorney

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

STATE OF GEORGIA **ORDINANCE No. 2026-XX**
COUNTY OF FULTON
CITY OF SOUTH FULTON

AN ORDINANCE TO AMEND TITLE 1, ADMINISTRATION, OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES, TO ALLOW FOR COVERAGE OF LEGAL FEES FOR ELECTED OFFICIALS; AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Mayor Carmalitha 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 desires to amend its ORD2021-019 to allow for Council to vote by majority to cover legal fees associate with actions and/or investigations against elected officials;

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

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. The City of South Fulton Code of Ordinances, Title 1. Administration, Chapter 3, Mayor and Council, Section 1-3008(c) is hereby amended to add the following provision, and to read as follows:

(1) Council may vote by majority vote, upon the conclusion of an investigation or legal action taken by a court of competent jurisdiction to reimburse an elected officials for legal fees directly incurred as a result of the investigation or legal action, while acting in their official capacity, and in a manner that was not willful, wanton, or arising to gross negligence.
(2) This reimbursement is capped at $20,000 upon presentation of invoices enumerating legal services rendered were solely and directly related to the defense of the elected official, acting in their official capacity.

Section 2. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the **City** Council to be fully valid, enforceable and constitutional.
(b) To the greatest extent allowed by law, 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 Ordinance.
(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent

jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 4. The city attorney and city clerk are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing, codification, and supplementation purposes. The final version of all Ordinances shall be filed with the clerk.

Section 5. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and/or federal law.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Community Development & Regulatory Affairs	

REQUESTED ACTION

First Read of a Zoning Ordinance: Z26-001/CDP26-003: Bridge Logistics c/o Henry Bailey requesting a rezoning from SUB-A (Suburban A Single-Family Dwelling District/Sandtown Overlay District) to M-1 (Light Industrial District) to develop approximately 1,600,500 square foot light industrial warehouse/distribution campus consisting of six buildings on 157.86 acres; Requesting a Future Land Use Amendment from the Suburban I Neighborhood Character Area to the Industrial Character Area at 0 Campbellton Road & 0, 336, 2230, 6460, 2391, 2331 Chattahoochee Drive. City Council District 1

Staff Recommendation:
Z26-001: Approval Conditional
CDP26-003: Approval Conditional

Planning Commission Recommendation:
Z26-001: Denial
CDP26-003: Denial

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Sara Kelly, Interim City Attorney

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

OFFICE OF THE CITY MANAGER

SHARON D. SUBADAN, ICMA-CM, MPS, CPM
CITY MANAGER

Community Development & Regulatory Affairs
Reginald McClendon, Director

HONORABLE MAYOR & CITY COUNCIL

CARMALITHA L. GUMBS
MAYOR

DR. CATHERINE F. ROWELL
DISTRICT 1

AARON V. JOHNSON
DISTRICT 2

VACANT
DISTRICT 3

JACEEY SEBASTIAN
DISTRICT 4

KEOSHA B. BELL
DISTRICT 5

NATASHA WILLIAMS-BROWN
DISTRICT 6

LINDA BECQUER PRITCHETT
DISTRICT 7

TO: Planning Commission

FROM: Community Development & Regulatory Affairs, Planning & Zoning Division

SUBJECT: **Z26-001/CDP26-003: O Campbellton Road**

MEETING DATE: July 15, 2026

The applicant is requesting to rezone from the SUB-A (Suburban A Single-Family Dwelling District/Sandtown Overlay District) to M-1 (Light Industrial District/Sandtown Overlay District) and is requesting a Comprehensive Development Plan amendment from Suburban Neighborhood I to Industrial Zone for the purpose of developing a 1,727,500 square foot light industrial warehouse/distribution campus in seven buildings on 157.86 acres, Council District 3.

STAFF RECOMMENDATION: DENIAL

APPLICATION INFORMATION	
Applicant Information:	Henry Bailey
Status of Applicant:	Attorney/Applicant
City Council District:	1
Parcel ID Numbers:	14F0138 LL0068, 14F0138 LL0050, 14F0138 LL0183, 14F0138 LL0332, 14F0138 LL0282, 14F0138 LL0217, 14F0138 LL0043, 14F0138 LL0340, 14F0138 LL0357, 14F0138 LL0316, 14F0138 LL0258, 14F0138 LL0175, 14F0138 LL0167, 14F0138 LL0241, 14F0138 LL0233, 14F0138 LL0142, & 14F0138 LL0324
Area of Property:	157.86 Acres
Existing Zoning:	SUB-A (Suburban A Single-Family Dwelling District/Sandtown Overlay District)
Current/Past Use of the Property:	Single-Family Residential and vacant
Prior Zoning Cases/History:	N/A

SPECIFIC INFORMATION

REQUEST

The applicant is requesting to rezone from the SUB-A (Suburban A Single-Family Dwelling District/Sandtown Overlay District) to M-1 (Light Industrial District/Sandtown Overlay District) and is requesting a Comprehensive Development Plan amendment from Suburban Neighborhood I to Industrial Zone for the purpose of developing a 1,727,500 square foot light industrial warehouse/distribution campus in seven buildings on 157.86 acres, Council District 3.

BACKGROUND

Prior to going through the City of South Fulton's rezoning process, this proposed development went through a Development of Regional Impact (DRI) Review. The review found that the proposal doesn't align with the Atlanta Region's Developing Suburbs growth policy recommendations which state, "There is a need in these areas for additional preservation of critical environmental locations and resources, as well as agricultural and forest uses."

Buildings 800 and 900 intrude into protected stream buffers, and access roads also intrude into protected stream buffers, which will require variances. The project immediately borders residential areas to the south, in which the DRI report opines that the site plan should be adjusted to preserve more trees and reduce stream buffer intrusion. It is also recommended by the DRI to retain a

generous natural wooded buffer between site and adjacent residential areas. Finally, the DRI report recommends that the developers utilize pervious materials to the greatest extent possible.

PROPERTY LOCATION

The property consists of seventeen parcels to contain a proposed development site totaling 157.86 acres, located on the north side of Campbellton Road, lying and being in land lots 137, 138, 139, 149, and 150 of the 14F District, City of South Fulton, Fulton County. The property is located in Council District 3.

2025 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property has a future land use designation of Suburban Neighborhood I as designated in both the 2021 South Fulton Comprehensive Plan and the 2026 South Fulton Comprehensive Plan, neither which support the proposed zoning. The applicants have applied for a Comprehensive Development Plan amendment under this application from Suburban Neighborhood I to Industrial Zone for the purpose of constructing a warehouse/distribution campus of 7 buildings. As the primary uses of the Industrial Zone are heavy/light manufacturing, logistics, and utility infrastructure, the proposal meets this requirement of the 2026 Comprehensive Development Plan if the future land use amendment is approved.

ADJACENT ZONING AND LAND USES

North: M-1 (Light Industrial District/Sandtown Overlay District)

South: TR (Townhouse Residential District/Sandtown Overlay District)

East: SUB-A (Suburban A Single-Family Dwelling District/Sandtown Overlay District)

West: M-1 (Light Industrial District/Sandtown Overlay District)

COMMUNITY AND PROPERTY OWNERS' NOTIFICATION/COMMENTS

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held on May 4, 2026, at 6:00pm. The applicants presented their rezoning plan to attendees, and nobody spoke in opposition or in favor.

Staff placed the required notice of public hearing in The South Fulton Neighbor on May 27, 2026, to notify the public that Case Z26-001/CDP26-003 would be heard at the Planning Commission Meeting on June 17, 2026, and at the City Council meeting on July 14, 2026.

The applicant placed a notification sign in front of the subject property on May 27, 2026, to notify the surrounding community of the hearing dates.

The applicant was given the addresses within one mile of the subject property for the purposes of hosting their own community meeting.

APPLICABLE CODE REQUIREMENTS

Standard of review for proposed rezoning (City Code, Appendix C, Sec. 803.06):

1) The suitability of the subject property for the zoned purposes;

The property does not support the size and intensity of the proposed use. There are portions of the buildings and drives that protrude into the stream buffers and there is no known area dedicated to stormwater detention. The proposed zoning district is not supported by the Future Land Use Map either; however, the applicants are also requesting an amendment to the Future Land Use Map from Suburban Neighborhood I to Industrial Zone; therefore if the amendment passes, the amendment will support the proposed rezoning.

2) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;

While a higher density zoning designation will, as a matter of course, create a higher property value, the current zoning of SUB-A (Suburban A Single-Family Dwelling District/Sandtown Overlay District) does not diminish the unimproved property value. There are many opportunities for development of properties with the SUB-A zoning designation that would ensure its financial viability.

3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;

The current zoning of SUB-A (Suburban A Single-Family Dwelling District/Sandtown Overlay District) does not diminish the unimproved property value.

4) The relative gain to the public as compared to the hardship imposed upon the individual property owner;

The Industrial Zone Character Area, which is the proposed Future Land Use Designation that the applicant intends to change to, is dedicated to manufacturing, warehousing, distribution, freight logistics, and other industrial operations. These areas are critical for maintaining the city's economic base, supporting blue-collar employment, and managing industrial land demand while minimizing impacts on residential neighborhoods. Staff does not anticipate any hardship to the property owner.

5) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property;

Some of the parcels are vacant, while some have single-family homes. It is unknown how long the parcels have been vacant as zoned.

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

The proposed zoning will not permit a use that is suitable for development of adjacent and nearby properties because there are abutting properties that are zoned and utilized as residential.

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

The proposal could adversely affect the use or usability of nearby property as there are residential properties in the area.

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

The property does have reasonable economic use as currently zoned.

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

The Zoning proposal should not cause any excessive burdensome use of existing street, transportation facilities, utilities, or schools.

10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;

The zoning proposal is not currently in conformity with the comprehensive plan. The property is located in the Suburban Neighborhood I character area; however, they are applying to amend their future land use to Industrial. The Industrial land use category is dedicated to manufacturing, warehousing, distribution, freight logistics, and other industrial operations. Staff does not anticipate any hardship to the property owner.

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

It is unknown whether there are other existing or changing conditions affecting the use and development of the property.

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

The zoning proposal will not permit an environmentally adverse use.

PUBLIC PARTICIPATION

The Public Participation Meeting was held on June 2, 2026 at 6:00 p.m. at Wolf Creek Library and attended by nine residents. Attendees expressed a range of concerns, including traffic impacts, surrounding development activity, potential effects on property values, increased freight usage, and broader questions regarding development within the area. The applicant responded by explaining that Fulton Industrial Boulevard is already a heavily industrial corridor.

Concerns were raised regarding the applicant's long-term plans for the property, expressing concerns that the development could be short-term in nature and potentially result in a largely vacant or underutilized property in the future. The applicant responded that leases are typically a minimum of five years, with largest spaces often involving longer lease times.

Traffic was a concern regarding 18-wheelers and other heavy commercial vehicles. The applicant explained that Fulton Industrial Boulevard is specifically designed to handle industrial freight traffic at this scale, and also explained that the DRI analysis did not suggest that the proposed project would overwhelm the corridor or create traffic conditions beyond what is typical for the area.

Some attendees expressed concerns regarding the number of opportunities available to provide public input. The applicant explained that four meetings have been held regarding this project in addition to the Community Zoning Information Meeting, and that they would also have a chance to speak at the Planning Commission public hearing.

STAFF RECOMMENDATION

The proposed rezoning is not supported by the current future development in the City of South Fulton 2026 Comprehensive Plan which is Suburban Neighborhood I. The request proposes a change to Industrial under this application.

In the City of South Fulton, the Industrial land use category is dedicated to manufacturing, warehousing, distribution, freight logistics, and other industrial operations. These areas are critical for maintaining the city's economic base, supporting blue-collar employment, and managing industrial land demand while minimizing impacts on residential neighborhoods.

Industrial zones are generally incompatible with residential or commercial uses without appropriate buffering. They require excellent transportation access, such as proximity to interstates, railroads, or freight hubs. Heavy industrial uses (M-2) may require additional performance standards for air, noise, and traffic mitigation.

Regarding the proposed zoning, M-1 Light Industrial District is described in the South Fulton Zoning Code as follows:

M-1 Light Industrial District. The M-1 District is intended to provide locations for light industrial uses and industrial parks which meet the needs for processing, manufacturing, fabricating, warehousing, distributing, research, flex office-warehouse uses, and office uses associated with industrial uses. The M-1 District is further intended to be compatible with surrounding areas by prohibiting activities which are offensive or hazardous to the workers in the area, or produce smoke, odor, noises, fumes, vibrations or other objectionable elements or emanations that may be detrimental to the health and safety of the citizens of South Fulton. To this end, accepted smoke and odor abatement practices shall be followed to eliminate

objectionable smoke and odor, in so far as possible.

The Sandtown Overlay District's purpose and intent is as follows:

> (a) The City Council of South Fulton, Georgia hereby declares it to be the purpose and intent of the Sandtown Overlay District (District) to establish a uniform procedure for providing for the protection, enhancement, preservation, unity of design, and use of places, sites, buildings, structures, streets, neighborhoods, and landscape features in the Sandtown District in accordance with the provisions herein.
>
> (b) The Sandtown Overlay District is adopted as part of a strategy designed to promote the health, safety, order, prosperity, and general welfare of the citizens of South Fulton through the regulation of design, aesthetics, location, bulk, size of buildings and structures, and the density and distribution of population.
>
> (c) This District also seeks to reduce congestion on the streets; to provide safety from fire, flood and other dangers; provide adequate light and open space; protect the natural environment and address other public requirements, in order to provide sustainable development that involves the simultaneous pursuit of economic prosperity, environmental protection and social quality.
>
> (d) This District also seeks, among other things, to promote accepted design principles in areas of new development and redevelopment, to raise the level of community understanding and expectation for quality in the built environment, to protect and enhance local aesthetic and functional qualities, and to stimulate business and promote economic development.
>
> (e) In consideration of the character of the Sandtown District, the regulations in this Section 512 are intended to monitor the suitability for certain uses, construction and design, prevent functional and visual disunity, promote desirable conditions for community and commerce and protect property against blight and depreciation.

Regarding the conceptual site plan, the DRI final report summarizes that the project is not aligned with the site's Developing Suburbs policy recommendations which state, "there is a need in these areas for additional preservation of critical environmental locations and resources, as well as agricultural and forest uses." Buildings 800 and 900 and several access roads significantly intrude into protected stream buffers. The project immediately borders residential areas to the south. The ARC Recommends are as follows:

- Revise site plan to preserve more natural areas and avoid stream buffer intrusions.
- Retain generous natural wooded buffers between site and adjacent residential areas.
- Utilize pervious materials to the greatest extent possible.

The current future land use designation of Suburban Neighborhood is the prevalent character area in the general vicinity of the parcel to the north,

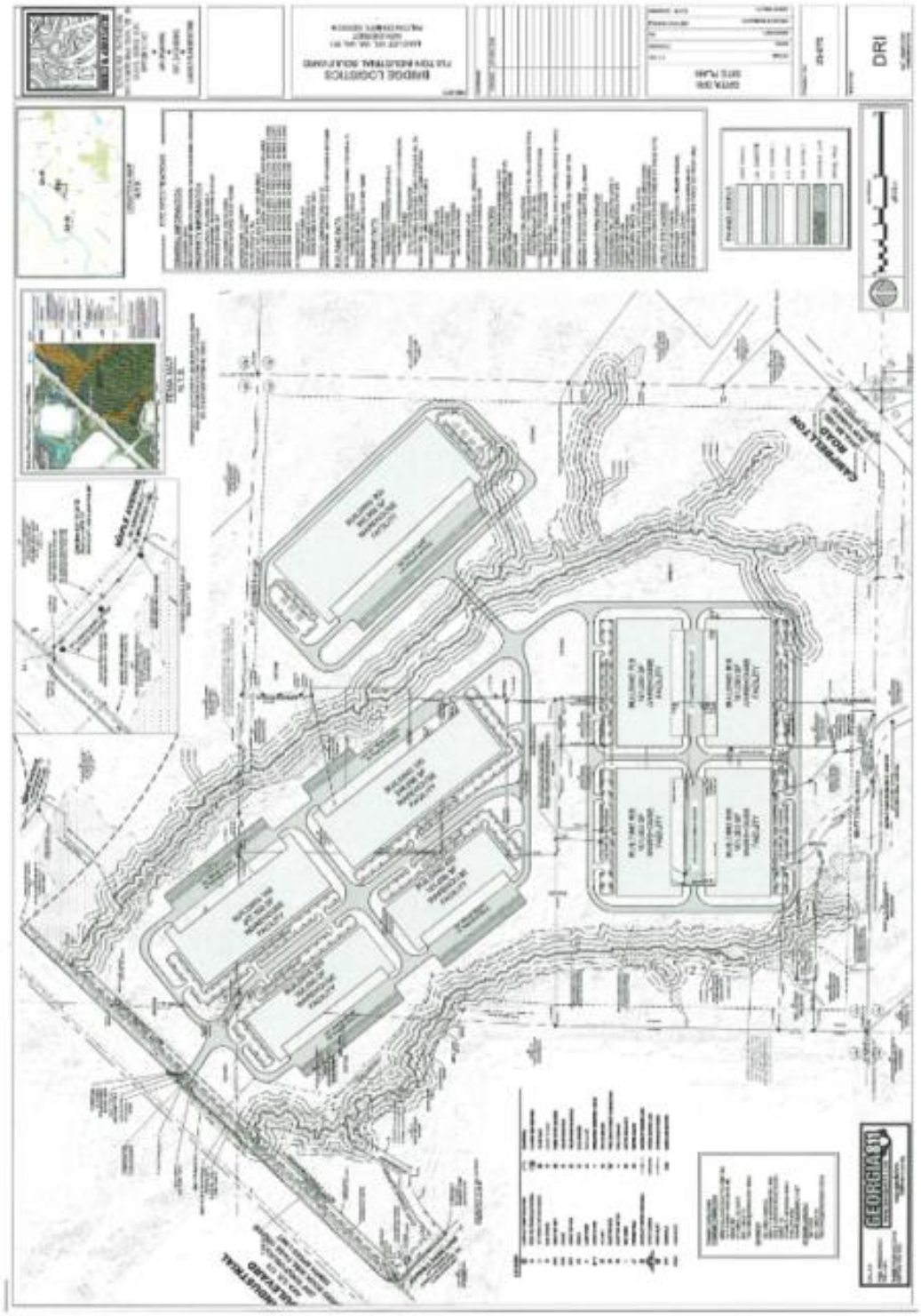
northwest, and northeast. Allowing the future land use to change from Suburban I to Industrial Zone could be detrimental to the area with regard to the increased density that would result. Approving this change to the future land use map would represent a departure from the density in the area. Staff can't recommend approval of an amendment to the future land use for this site and subsequently cannot recommend approval for the zoning designation.

Staff recommend **DENIAL** of Z26-001 based on these factors.

Staff recommend **DENIAL** of CDP26-003 based on these factors.

PREPARED BY: Karen Tominey, Senior Planner

REVIEWED BY: Reginald McClendon, Director, CDRA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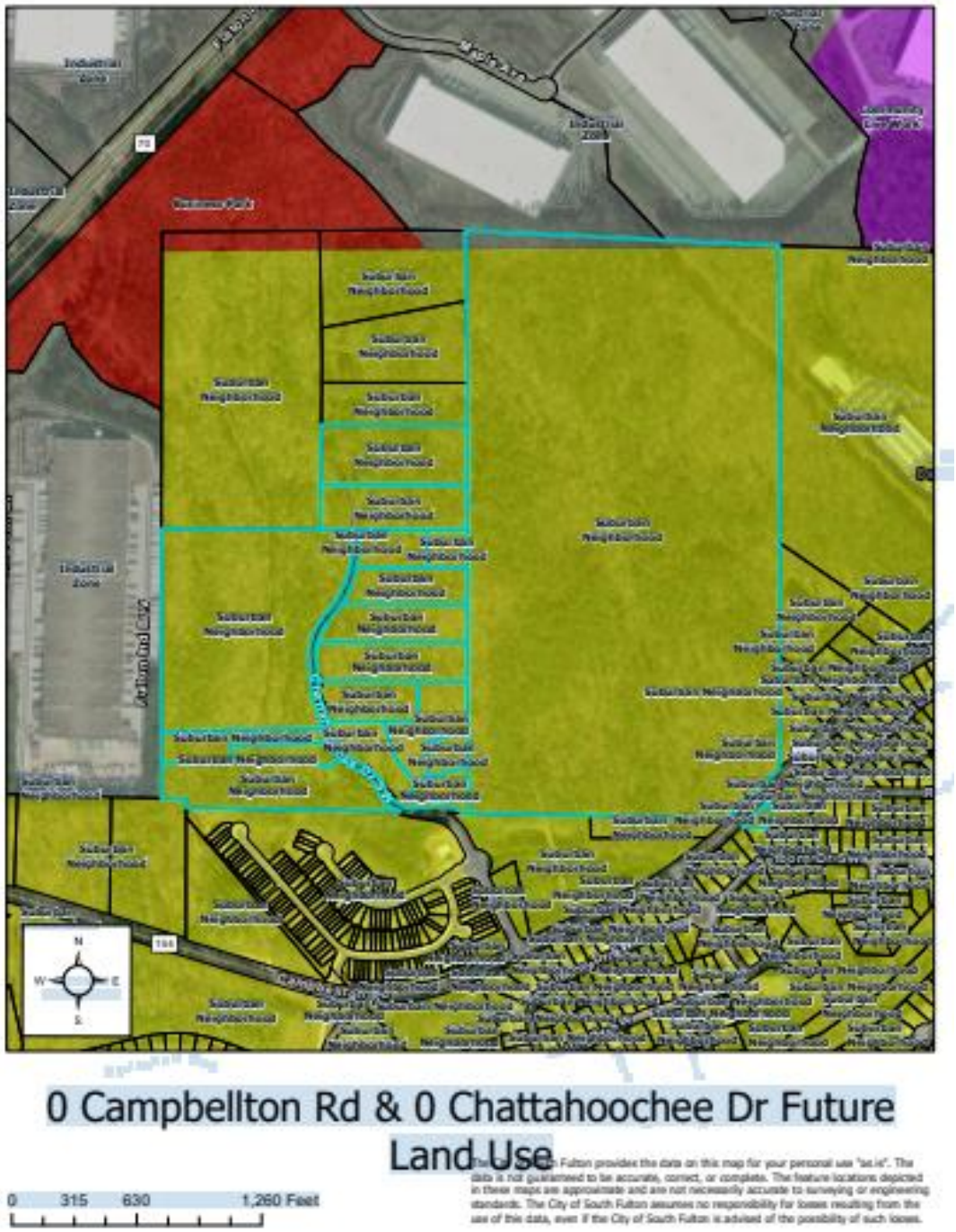
CAMPBELLTON ROAD



0 Campbellton Rd & 0 Chattahoochee Dr Future Land Use

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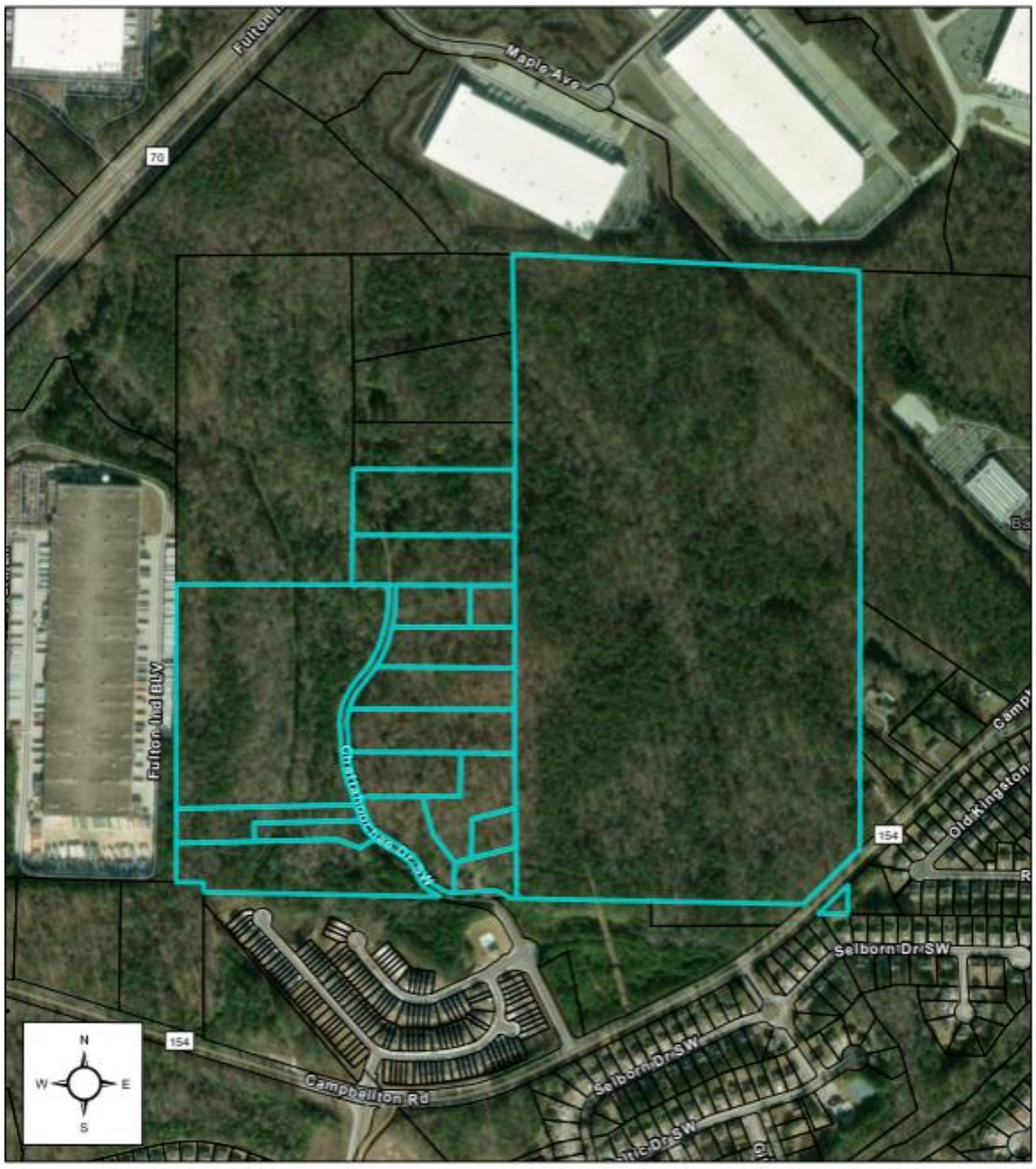

0 Campbellton Rd & 0 Chattahoochee Dr Aerial

0 315 630 1,260 Feet

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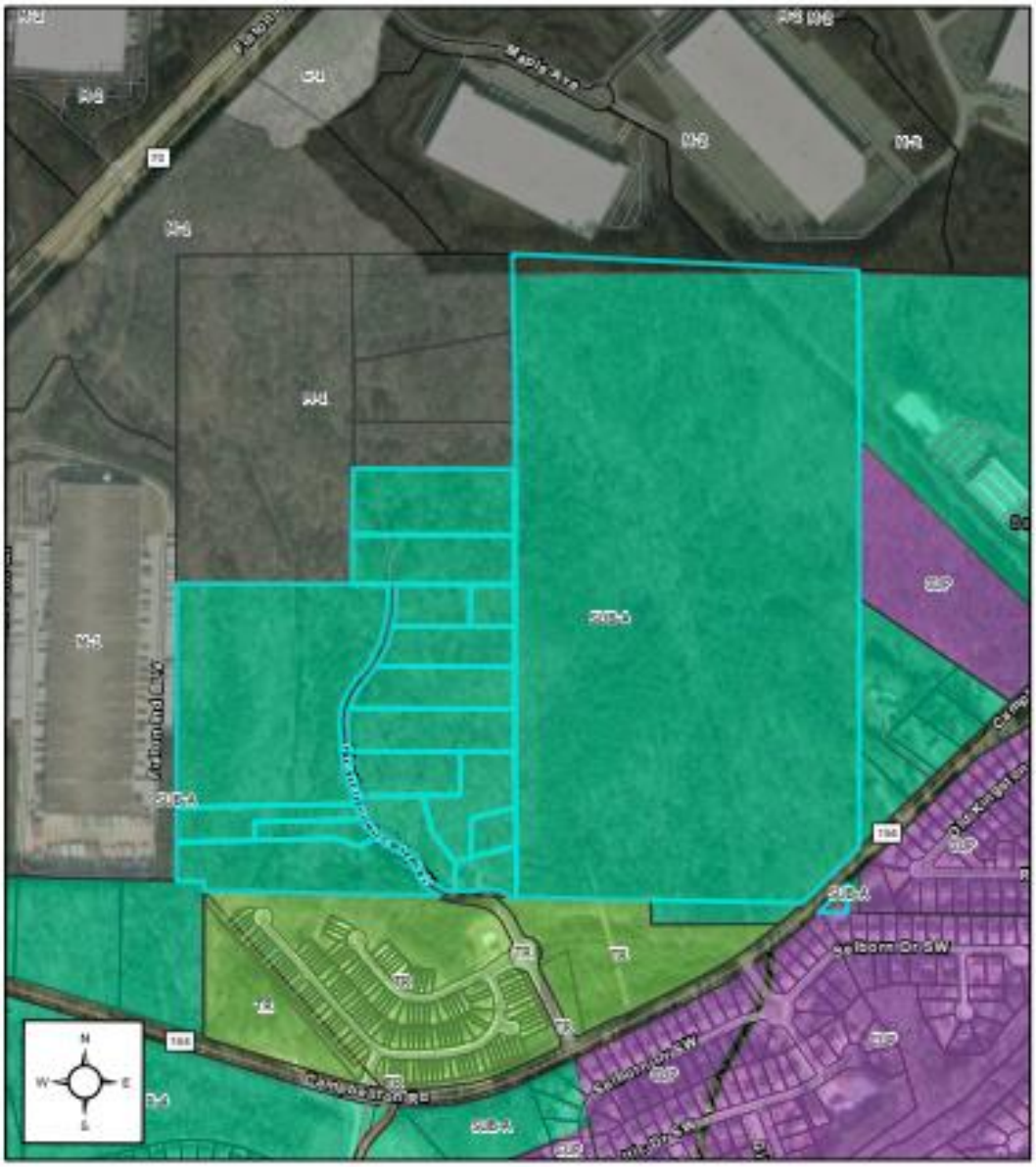

0 Campbellton Rd & 0 Chattahoochee Dr Zoning

0 315 630 1,260 Feet

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City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Community Development & Regulatory Affairs	

REQUESTED ACTION

First Read of a Zoning Ordinance: Case Z26-010/CV26-002: An application by 2020 Enterprise Group, LLC c/o Battle Law requesting a rezoning from CUP (Community Unit Plan/Cliftondale Overlay District) to SH (Senior Housing District/Cliftondale Overlay District) with concurrent variances to Sec. 509.05(c) to eliminate the 50’ zoning buffer and improvement setback on the northwestern tip and reduce the 50’ buffer to 25’ on the western property line to develop a 50 unit mixed residential senior community for residents age 62 and older on approximately 13.8 acres at 7490 Butner Road. (Parcel IDs: 09C100000320370) Council District: 4.

Staff Recommendation
Z26-010 Approval
CV26-002 Approval

Planning Commission Recommendation
Z26-010 Denial
CV26-002 Denial

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Sara Kelly, Interim City Attorney

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

HONORABLE MAYOR & CITY COUNCIL

CARMALITHA L. GUMBS
MAYOR

DR. CATHERINE F. ROWELL
DISTRICT 1

AARON V. JOHNSON
DISTRICT 2

VACANT
DISTRICT 3

JACEEY SEBASTIAN
DISTRICT 4

KEOSHA B. BELL
DISTRICT 5

NATASHA WILLIAMS-BROWN
DISTRICT 6

LINDA BECQUER PRITCHETT
DISTRICT 7

TO: South Fulton Planning Commission

FROM: Department of Community Development and Regulatory Affairs, Planning & Zoning Division

SUBJECT: **Z26-010/ CV26-002: 7490 Butner Road**

MEETING DATE: **July 15, 2026**

2020 Enterprise Group, LLC c/o Battle Law requesting a rezoning from CUP (Community Unit Plan / Cliftondale Overlay District) to SH (Senior Housing District/ Cliftondale Overlay District) with concurrent variances to Sec. 509.05(c) to eliminate the 50' zoning buffer and improvement setback on the northwestern tip and reduce the 50' buffer to 25' on the western property line to develop a 50 unit mixed residential senior community for residents age 62 and older on approximately 13.8 acres at 7490 Butner Road (Parcel ID: 09C100000320370).

City Council District: 4

STAFF RECOMMENDATION: APPROVAL CONDITIONAL
PLANNING COMMISSION RECOMMENDATION: 30-Day DEFERRAL (June PC)

APPLICATION INFORMATION	
Applicant Information:	2020 Enterprise Group, LLC c/o Battle Law
Status of Applicant:	Attorney
City Council District(s):	4
Parcel ID Number:	09C100000320370
Area of Property:	13.8 acres
Existing Zoning:	CUP (Community Unit Plan/Clintondale Overlay District)
Current/Past Use of the Property:	The property is currently vacant.
Prior Zoning Cases/History:	2006Z-0037

SPECIFIC INFORMATION

REQUEST

2020 Enterprise Group, LLC c/o Battle Law requesting rezone to SH (Senior Housing District/Cliftondale Overlay District) to develop a 50-unit mixed residential senior community with two concurrent variances.

PROPERTY LOCATION

The property consists of 13.8 total acres located on the Eastern side of Butner Road lying and being in Land Lot 32 & 33 of the 9C District in the City of South Fulton, Fulton County, Georgia. The property is located in Council District 4.

2021 & 2026 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property has a future land use designation of Suburban I Neighborhood as designated in both the 2021 & 2026 South Fulton Comprehensive Plan.

ADJACENT ZONING AND LAND USES

North: AG-1 (Agricultural District/ Cliftondale Overlay District)
South: CUP (Community Unit Plan/Clintondale Overlay District)
East: CUP (Community Unit Plan/Clintondale Overlay District)
West: CUP (Community Unit Plan/Clintondale Overlay District)

COMMUNITY AND PROPERTY OWNERS' NOTIFICATION/COMMENTS

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held on May 4th, 2026, at 6:00pm. The applicants presented their case and project to attendees.

Staff placed the required notice of public hearing in the South Fulton Neighbor on May 27th, 2026, to notify the public that Case Z26-013 would be heard at the Planning Commission Meeting on June 17th, 2026, and at the City Council Public Hearing on July 14th, 2026.

The applicant placed a notification sign in front of the subject property on May 27th, 2026, to notify the surrounding community of the aforementioned hearing dates.

The Applicant was given the addresses within one mile of the subject property for the purposes of hosting their own community meeting.

APPLICABLE CODE REQUIREMENTS

Sec. 404.07. - SH senior housing district.
Sec. 509. - Cliftondale Overlay District.
Table 4-1 Area Regulations for Lots and Principal Building

SITE MAPS

See attached.

Standard of review for proposed rezoning (City Code, Appendix C, Sec. 803.06):

1) The suitability of the subject property for the zoned purposes;

The proposed zoning district is supported by the Future Land Use Map, but the development's density is not supported.

2) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;

While a higher density zoning designation will, as a matter of course, create a higher property value, the current zoning of CUP (Community Unit Plan/Clintondale Overlay District) does not diminish the unimproved property value.

3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;

The current zoning of CUP (Community Unit Plan/Clintondale Overlay District) does not diminish the unimproved property value.

4) The relative gain to the public as compared to the hardship imposed upon the individual property owner;

Providing a wide diversity of housing types and affordability while preserving the surrounding natural, agricultural, and rural areas is the goal of the Suburban I Neighborhood future land use designation. The proposed development provides single-family detached homes & townhomes with adequate buffers to protect adjacent properties. The proposed development fulfills the intent of the future land use by offering different housing types, however, the density exceeds the threshold for Suburban I Neighborhood. Staff does not anticipate any hardship to the property owner.

5) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property;

The property is developed with one (1) single-family home. The property was rezoned in 2006 for 133 single-family homes subdivision (as part of a larger development) with a maximum density of 2 units per acre, but the ground was never broken for this development.

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

The zoning will permit a use that is suitable for development of adjacent and nearby properties because abutting properties are zoned and utilized as residential. Buffers and perimeter setbacks are proposed on the perimeter of the development.

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

The proposal will not adversely affect the use or usability of nearby property.

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

The property does have reasonable economic use as currently zoned.

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

The zoning proposal should not cause any excessive burdensome use of existing street, transportation facilities, utilities, or schools.

10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;

The zoning proposal is in conformity with the comprehensive plan. The property is located in the Suburban I Neighborhood character area, which supports SH (Senior Housing District) zoning classification.

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

Staff is unaware of any existing or changing conditions affecting the use of the property.

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

The zoning proposal will not permit an environmentally adverse use.

PUBLIC PARTICIPATION

The applicant hosted two Public Participation meetings at Elegant Occasions, 7580 Springbox Dr STE 100. These meetings were held on March 12 and June 2. Residents expressed their opposition to the project due to their concerns about the density, traffic impacts, and school capacity. There were also concerns about the lack of garages for the cottage units, impacts on Hornsby Cemetery, and questions regarding infrastructure capabilities.

VARIANCE CONSIDERATIONS

Staff is including the specific conditions that must be considered for a variance to be granted to assist the Zoning Board of Appeals in considering the application and its merits. According to our Code, these considerations include:

808.09 Hardship Criteria:

Primary variances shall only be granted by the Zoning Board of Appeals and concurrent variances shall only be granted by City Council upon showing that, owing to special conditions, a literal enforcement of the provisions of this Ordinance would result in unnecessary hardship and such approval will not be contrary to the public interest. A variance from the terms on this Ordinance shall not be granted unless a written application is submitted demonstrating:

a. The application of the particular provision of the Zoning Ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its
b. size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public;

c. That special conditions and circumstances exist which are peculiar to the land, structure, sign, or building involved and which are not applicable to other land, structures, or buildings in the same district;

d. That literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties within the same district under the terms of this Ordinance;

e. That the special conditions and circumstances do not result from the actions of the appellant;

f. That granting the variance requested will not confer on the appellant any special privilege that is denied by this Zoning Ordinance to other lands, structures or buildings in the same district;

g. That the request is limited to the extent necessary to alleviate the unnecessary hardship and not as a convenience to the appellant nor to gain any advantage or interest over similarly zoned properties; and

h. Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of the Zoning Ordinance.

STAFF RECOMMENDATION

The applicant is proposing to rezone from CUP (Community Unit Plan/ Cliftondale Overlay District) to SH (Senior Housing District/Cliftondale Overlay District) to develop a 50-unit mixed residential senior housing community for residents age 62 and older. This mixed residential community will consist of 22 cottage-style homes, to the left of the development, and 28 townhome-style residences, to the right. The subject property, and 3 other properties surrounding it, was originally rezoned to Community Unit Plan in 2006, via zoning petition 2006Z-0037, for the purpose of constructing a 133 single-family detached subdivision. The applicant states that this proposal to rezone to SH replaces the outdated development concept approved in 2006 with a smaller-scale residential development that serves the growing senior population in the City of South Fulton.

The Senior Housing (SH) District is intended to provide land area devoted to senior housing consisting of single family and multi-family dwellings. The SH District is further intended to:

(1)Encourage senior housing opportunities throughout the City of South Fulton except in industrial areas;

(2)Allow seniors the ability remain in their community; and

(3)Provide standards whereby senior housing is compatible with the surrounding area.

Section 404.07. - SH senior housing district of the City of South Fulton's zoning ordinance contains additional guidelines for the Senior Housing zoning classification. This development must meet those regulations.

This property is also subject to the guidelines of the Cliftondale Overlay District, which establishes a uniform procedure for providing protection, enhancement, preservation, unity of design, and use of places, sites, buildings, structures, streets, neighborhoods, and landscape features for the assigned geographical area. The regulations in this district are intended to monitor the suitability for certain uses, construction and design, prevent functional and visual disunity, promote desirable conditions for community and commerce and protect property against blight and depreciation.

The applicant is also seeking two concurrent variances from the Cliftondale Overlay District's *Sec. 509.05. - Landscaping, buffers and street tree requirements (C)*, which states, "*A minimum 50-foot wide natural, undisturbed buffer with a ten-foot improvement setback shall be provided along any interior property line adjacent to a residential zoning and/or use*." The first concurrent variance is to remove the 50-foot undisturbed buffer and 10-foot improvement setback to allow for the entrance for the development and traffic circle on the northwestern tip of the development. The second concurrent variance is to reduce the 50' undisturbed buffer and 10' improvement setback along the western property line to a 25' undisturbed buffer with the other 25' being graded and replanted. The applicant's justification for these variances is the existing cemetery located along the northern property line and the topography challenges that make 200ft of the land on the eastern property line undevelopable.

The subject property has the future land use designation of Suburban I Neighborhood. The purpose of Suburban I Neighborhood is to provide a wide diversity of housing types and affordability in the City of South Fulton while preserving the surrounding natural, agricultural, and rural areas. This character area supports the zoning classifications of R-3, R-3A, R-4A, CUP (Community Unit Plan), NUP (Neighborhood Unit Plan), and SH (Senior Housing) and the gross residential density of up to 3 units per acre. This proposal has a density of 3.62 units per acre, which is above the threshold for the Suburban I Neighborhood character area. However, the South Fulton Zoning Code allows for a density calculation of up to five (5) units per acre for the Senior Housing zoning district when the Comprehensive Plan recommends a density to three (3) units per acre (Code Sec. 404.07, Table 4-2 SH Maximum Allowed Densities).

Staff recommends **APPROVAL CONDITIONAL** of the rezoning and all concurrent variances based on these factors, with the following conditions:

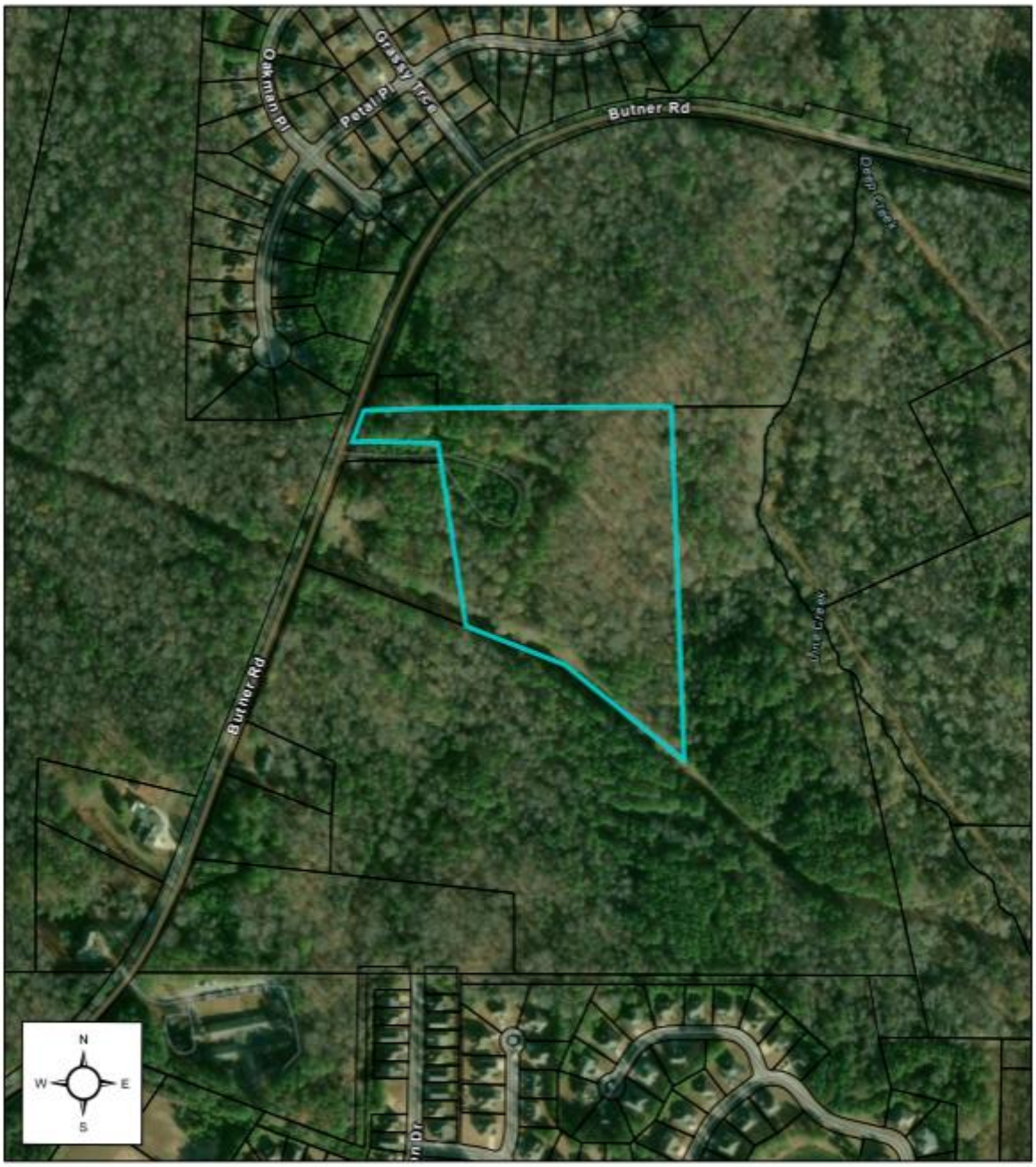
1. That the development is conditioned to the site plan presented to the Community Development & Regulatory Affairs staff (attached hereto).
2. That all regulations of the Cliftondale Overlay District are adhered to.

PREPARED BY: Victoria Young, Senior Planner

REVIEWED BY: Reginald McClendon, Director, CDRA

REZONING SITE PLAN
Z-100
BATTLE LAW
7490 BUTNER ROAD
FULTON COUNTY, GA
CITY OF SOUTH FULTON
PARCEL ID: 09C100000320370
LAND LOTS 32 & 33
8TH DISTRICT (FORMERLY CAMPBELL COUNTY)
CONCEPTUAL NOT RELEASED FOR RECORDING APPROVAL PERMITTING, OR CONSTRUCTION
OVERALL PROJECT DATA
SH DISTRICT PROJECT DATA
*PARKING SPACE CALCULATIONS
SITE LEGEND
FLOOD PLAIN
SLOPES OVER 33%
SITE LOCATION MAP - NOT TO SCALE
TYPICAL LOT DETAIL AND TYPICAL PRIVATE ALLEY DETAIL
ENTRANCE SIGHT DISTANCE PROFILE
BUTNER ROAD - 60' R/W - 45 MPH
50-FOOT UNDISTURBED BUFFER
15-FOOT IMPROVEMENT SETBACK
24' PRIVATE STREET
20' PRIVATE ALLEY
8.40' ACCESS AND UTILITY EASEMENT
APPROXIMATE LAND LOT LINE
POTENTIAL SANITARY SEWER CONNECTION LOCATION

STORM POND
COMMON AREA
COMMON AREA
BUTNER ROAD
7490 Butner Road
BATTLE LAW
0'
60'
120'
240'
LJA ENGINEERING



7490 Butner Rd Aerial

0 220 440 880 Feet

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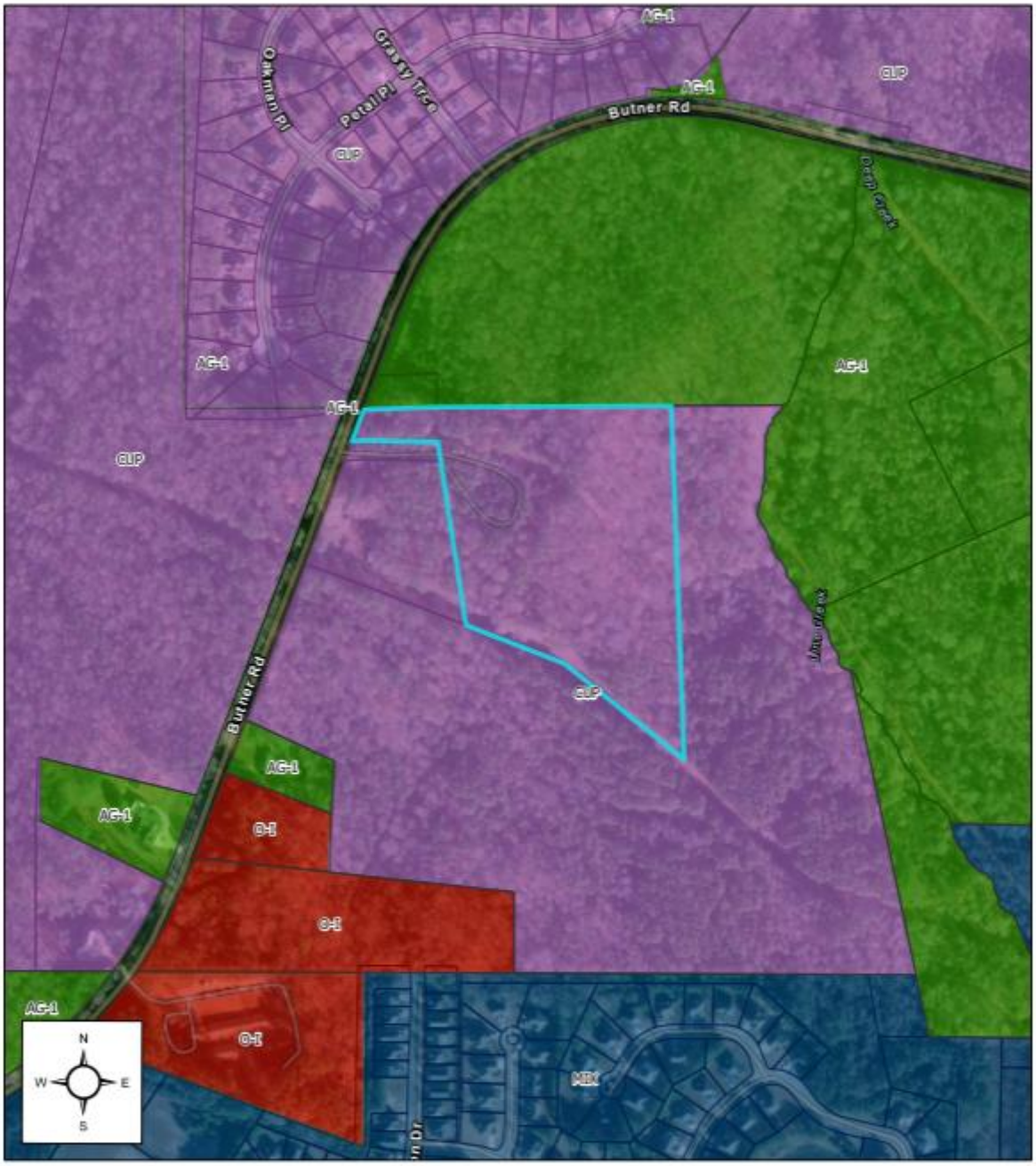

7490 Butner Rd Zoning

0 220 440 880 Feet

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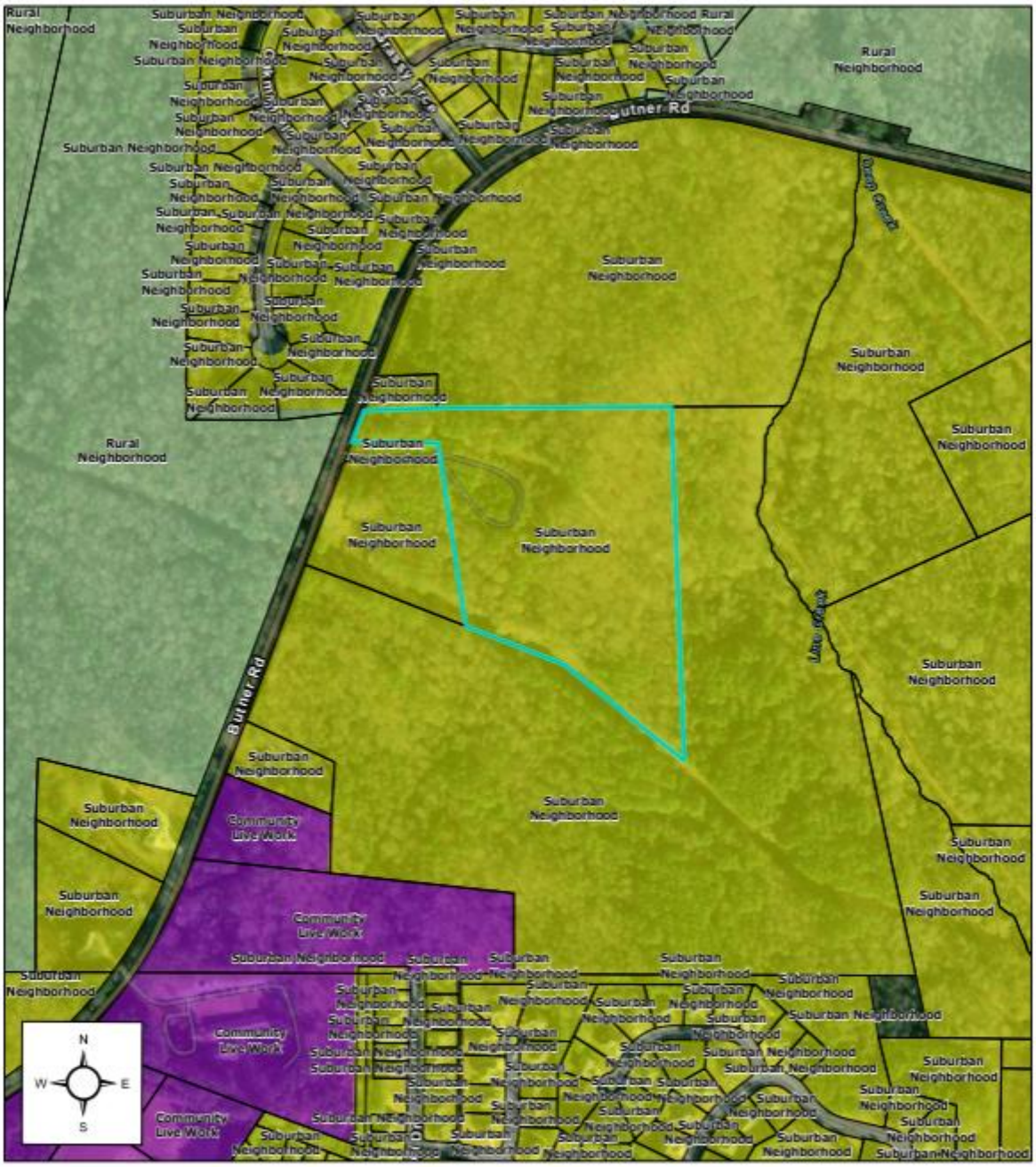

7490 Butner Rd Future Land Use

0 220 440 880 Feet

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Suburban Neighborhood

The Suburban Neighborhood Character Area intends to provide a wide diversity of housing types and affordability in the City of South Fulton while preserving the surrounding natural, agricultural, and rural areas. The area is further subdivided into two levels, Suburban I and Suburban II, which represent a transitional density from the less intense uses near rural areas to the more intensive suburban uses that are older and have a higher density.

The Suburban Neighborhoods are located closest to urbanized areas and are comprised of medium-density residential housing. Included in this area are the communities of Sandtown, Cascade, Old National, and portions of Cliftondale. Public infrastructure is available. This Character Area has the highest percentage of existing developed land.

Other types of development allowed in Suburban Neighborhood include civic uses such as schools, places of worship, community centers, and facilities. Within the Suburban II Neighborhood, Character mixed-use developments may be allowed to encourage redevelopment of older areas. I

Gross Density
Suburan I
Up to 3 Units per acre

Suburban II
Up to 8 Units per acre

Zoning
Suburban I
R-3,R-3A,R-4A, CUP, NUP, SH

Suburban II
R-3,R-3A,R-4, R-4A, R-5.R-5A,TR, MIX, NUP

SUBURBAN NEIGHBORHOOD

The Suburban Neighborhood category reflects traditional single-family residential areas characterized by low-density development, cul-de-sacs, and separation of uses. These are typically auto dependent, with homes on larger lots and limited walkability or nearby commercial services.

The intent is to maintain the character and stability of existing residential neighborhoods, while allowing for context-sensitive infill or reinvestment over time. Open space, parks, and access to schools are essential features of this category.

- Zones: R-2A, R-3, R-3A, R-4A, CUP, NUP
- Density: Up to 3 units per acre
- Primary Uses: Detached single-family homes, community facilities
- Open Space: 40% open space

Development and Design Strategies

1. This category is intended to preserve low-density residential development (typically single-family homes), preserve natural features, open space, and rural character.
2. Permitted uses include single-family detached homes with accessory dwelling units (ADUs).
3. Gross density of up to 3 dwelling units per acre, and may require cluster development to preserve open space. Keeping a minimum of 40% open space.
4. Require tree preservation or replanting requirements, buffering from adjacent nonresidential uses, and landscaped streets.
5. Served by public water and sewer, or may allow well/septic in rural areas with stormwater management facilities.
6. Internal street networks must meet local design standards (ROW width, etc.) and provide pedestrian access (e.g., sidewalks or trails).
7. Must connect to collector or local roads (not directly to arterials unless access is managed) and encourage connectivity to reduce cul-de-sac sprawl.
8. Development should respect topography, wetlands, floodplains, and conservation easements.
9. Low Impact Development (LID) practices are encouraged.
10. Design guidelines may include garage orientation, façade materials, and roof pitch, such as garages to face the side or the back of the fronting street.

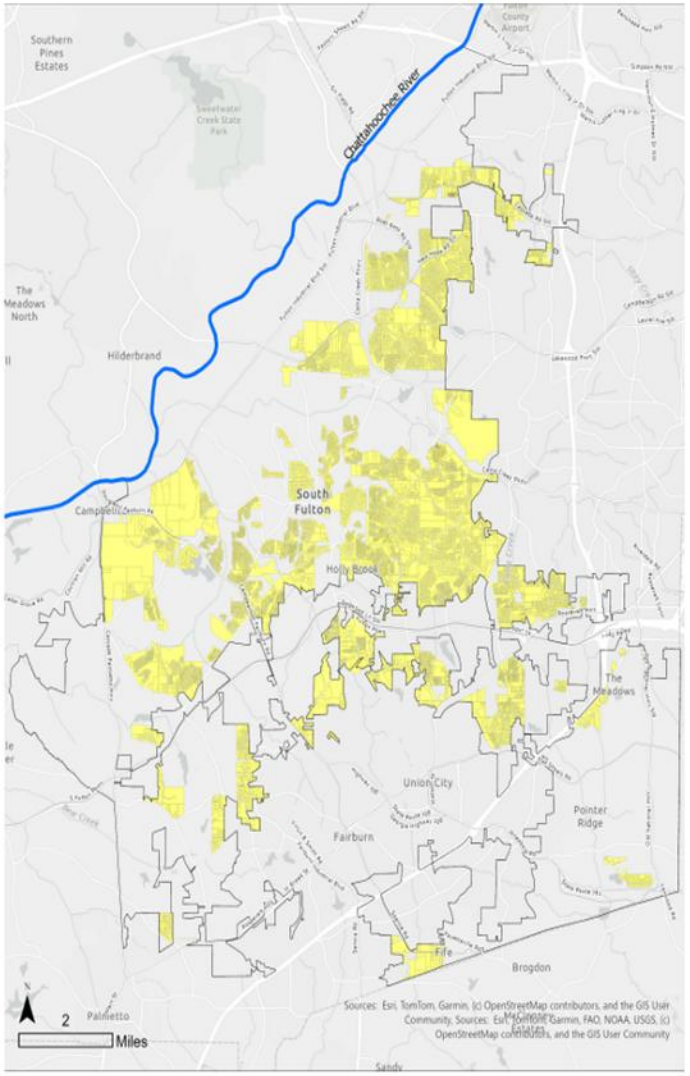

Image Caption: Suburban Neighborhood Category Map
Source: Sizemore Group

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: 2020 Enterprise Group, LLC - 7490 Butner Rd c/o Battle Law P.C. Petition No. Z26-010

Date: ~~3/31/2026~~ 6/3/2026

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

All parties on the mailing list provided by the City were notified accordingly.

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

March 12, 2026 at 7580 Springbos Dr STE 100 Fairburn, GA 30213 and online via ZOOM.

and June 2, 2026 at 7580 Springbox Dr STE 100 Fairburn, GA 30213 and online via ZOOM.

3. The following issues and concerns were expressed:

Please see the attached summary.

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

Please see the attached summary.

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

Attach additional sheets as needed.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Community Development & Regulatory Affairs	

REQUESTED ACTION

First Read of a Zoning Ordinance: Z26-011: Dianne Lloyd requesting a rezoning from R-6 (Two-Family Dwelling District/ Cliftondale Overlay District) to AG-1 (Agricultural District) to subdivide property into four lots for residential use on 10.68 acres at 0 & 7390 Cedar Grove Road (Parcel IDs: 07 070101090361& 07 07010109035). City Council District 4.

Staff Recommendation: Approval
Planning Commission: Approval Conditional to Rezone from R-6 to AG-1.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Sara Kelly, Interim City Attorney

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

OFFICE OF THE CITY MANAGER

SHARON D. SUBADAN, ICMA-CM, MPS, CPM
CITY MANAGER

Community Development & Regulatory Affairs
Reginald McClendon, Director

HONORABLE MAYOR & CITY COUNCIL

CARMALITHA L. GUMBS
MAYOR

DR. CATHERINE F. ROWELL
DISTRICT 1

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DISTRICT 2

VACANT
DISTRICT 3

JACEEY SEBASTIAN
DISTRICT 4

KEOSHA B. BELL
DISTRICT 5

NATASHA WILLIAMS-BROWN
DISTRICT 6

LINDA BECQUER PRITCHETT
DISTRICT 7

TO: Planning Commission

FROM: Community Development and Regulatory Affairs
Planning & Zoning Division

SUBJECT: **Z26-011: 0 & 7930 Cedar Grove Rd**

MEETING DATE: June 17, 2026

The applicant is requesting a rezone from R-6 (Two-Family Dwelling District/Cedar Grove Overlay District/ South Fulton Parkway Overlay) to R-6 (Two-Family Dwelling District/Cedar Grove Overlay District/ South Fulton Parkway Overlay) with no conditions to subdivide property into four lots for residential use. (Council District 4)

STAFF RECOMMENDATION: DENIAL

APPLICATION INFORMATION

Applicant Information:	Dianne Lloyd
Status of Applicant:	Property Owner
City Council District(s):	4
Parcel ID Number:	07 070101090361 & 07 07010109035
Area of Property:	10.687 Acres
Existing Zoning:	R-6 (Two-Family Dwelling District/Cedar Grove Overlay District/ South Fulton Parkway Overlay)
Current/Past Use of the Property:	Single Family Dwelling + large metal building
Prior Zoning Cases/History:	2004Z -0129

SPECIFIC INFORMATION

REQUEST

The applicant is requesting to rezone from R-6 (Two-Family Dwelling District/Cedar Grove Overlay District/ South Fulton Parkway Overlay) with conditions to R-6 (Two-Family Dwelling District/Cedar Grove Overlay District/ South Fulton Parkway Overlay) with no conditions to subdivide property into four lots for residential use.

BACKGROUND

The property is zoned R-6. The applicant is requesting a rezone from R-6 to R-6 with no conditions to subdivide property into four lots for residential use. The R-6 District is intended to provide land areas devoted to two-family dwellings and medium density, single-family dwellings. Land areas zoned R-6 are further intended to provide a transition between low- and high-density dwelling areas or between low density dwelling areas and nonresidential areas.

PROPERTY LOCATION

The property totals to 10.687 acres of land lying and being in Land Lot 109, of the 7th District of Futon County, Georgia, consisting of a 10.687-acre parcel as shown per parcel combination and survey plat.

2021 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property has a future land use designation of Rural Neighborhood as designated in the 2021 South Fulton Comprehensive Plan. The Comprehensive Plan is silent in regard to suggested character areas for the R-6 (Two-Family Dwelling District) zoning district.

ADJACENT ZONING AND LAND USES

North: AG-1 (Agricultural District/ Cedar Grove Overlay /South Fulton Parkway Overlay)
South: AG-1 (Agricultural District/ Cedar Grove Overlay /South Fulton Parkway Overlay)
East: AG-1 (Agricultural District/ Cedar Grove Overlay /South Fulton Parkway Overlay)
West: AG-1 (Agricultural District/ Cedar Grove Overlay /South Fulton Parkway Overlay)

COMMUNITY AND PROPERTY OWNERS' NOTIFICATION/COMMENTS

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held in person May 4, 2026 at 6:00pm. The applicants presented their rezoning plan to attendees.

Staff placed the required notice of public hearing in the South Fulton Neighbor on May 27, 2026 to notify the public that Case Z26-011 would be heard at the Planning Commission Meeting on June 17, 2026 and at the City Council Public Hearing on July 14, 2026.

Staff placed a notification sign in front of the subject property on May 27, 2026, to notify the surrounding community of the aforementioned hearing dates.

The Applicant was given the addresses within one mile of the subject property for the purposes of hosting their own community meeting.

APPLICABLE CODE REQUIREMENTS

- Sec. 507. – Cedar Grove Overlay District.
- Sec. 513. – South Fulton Parkway Overlay District.

Standard of review for proposed rezoning (City Code, Appendix C, Sec. 803.06):

2) The suitability of the subject property for the zoned purposes;

The property does support the lot sizes and intensity of the proposed use. The proposed R-6 zoning requires a lot area minimum of 9,000 sq.ft. which is consistent with the site plan submitted.

2) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;

The current zoning designation allows for a residential use and a commercial use on the subject property. The property owner has not presented information regarding diminished property values. Additionally, the current zoning of R-6 was only approved for the purpose of the operation of a daycare center, and the property would have remained zoned AG-1 (Agricultural) otherwise. Thus, staff does not believe the property values are diminished by the current zoning restrictions.

3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;

The current zoning of R-6 (Two-Family Dwelling District/Cedar Grove Overlay District/South Fulton Parkway Overlay District) does not diminish the unimproved property value.

4) The relative gain to the public as compared to the hardship imposed upon the individual property owner;

Staff do not anticipate any hardship to the property owner.

5) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property;

The property appears to have a single-family dwelling constructed currently on the property. Additionally, there is a movable Handi-storage shed on the property as well. Thus, staff does not consider the zoning designation to have caused the continued unimprovement of this property.

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

Adjacent and nearby properties are primarily used for large lot single-family detached homes. The Current proposal seeks a higher density which staff believes to be incompatible with the adjacent properties. Additionally, the proposal seeks to create multiple flag lots which are discouraged.

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

The proposal will not adversely affect the use or usability of nearby property.

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

The property does have reasonable economic use as currently zoned.

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

The Zoning proposal should not cause any excessive burdensome use of existing streets, transportation facilities, utilities, or schools per staff knowledge.

10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;

While the 2021 Comprehensive Plan is silent on acceptable character areas for R-6 zoning, the property is incompatible with the surrounding neighborhood character. The property is located in the Rural Neighborhood character area, which intends to preserve the primarily rural residential character of City of South Fulton. This area represents a transition between the Agricultural and Suburban Neighborhood Character Areas.

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

Staff is aware of the existing case 2004Z-0129 and its conditions affecting the use of the property as it currently stands.

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

The zoning proposal will not permit an environmentally adverse use.

PUBLIC PARTICIPATION

Applicant held their public participation meeting on May 27th, 2026, at Station 6 (6720 Cedar Grove Rd) from 1pm-1:30pm. Applicant also had a virtual Zoom option available. The concerns expressed were entrance's locations, adding access roads to lot 2 and 3, public participation requirements, understanding the day care condition, and future use of the property. For full details, please see public participation report attached below.

STAFF RECOMMENDATION

The requested zoning change seeks to remove the conditions of the current R-6 (Two-Family Dwelling District/Cedar Grove Overlay District/ South Fulton Parkway Overlay) zoning designation. Those conditions allow one single-family detached dwelling and a daycare center (which was intended to be housed in an existing structure that still remains on the property. It appears that the structure was never converted into a daycare facility in response to the 2004 zoning change. In regards to residential zoning districts, Commercial Daycare facilities were (and still are) only allowed in the R-6, TR, A, and A-L zoning districts (with a special use permit). So the reason for the initial rezoning from AG-1 (Agricultural) to R-6 (Two-Family Dwelling District) was specifically to allow for the daycare facility, and it is staff's opinion that but for the daycare proposal, the zoning would have remained AG-1 like all surrounding properties.

The Rural Neighborhood Character Area intends to preserve the primarily rural residential character of City of South Fulton. This area represents a transition between the Agricultural and Suburban Neighborhood Character Areas. The R-6 District is a Two-Family Dwelling District. It is intended to provide land areas devoted to two-family dwellings and medium density, single-family dwellings. Land areas zoned R-6 are further intended to provide a transition between low- and high-density dwelling areas or between low density dwelling areas and nonresidential areas.

The Cedar Grove Overlay District is adopted as part of a strategy designed to promote the health, safety, order, prosperity, and general welfare of the citizens of South Fulton through the regulation of design, aesthetics, location, bulk, size of buildings and structures, and the density and distribution of population. The South Fulton Parkway Overlay District (District) intends to establish a uniform procedure for providing for the protection, enhancement, preservation, unity of design, and use of places, sites, buildings, structures, streets, neighborhoods, and landscape features in the South Fulton Parkway District.

The subject property is not a transitional property between low and high density dwelling areas, nor is it a transitional area between low density dwellings and nonresidential areas. The property is in an area with low density development appropriate for the Rural Neighborhood Character Area designation. This zoning proposal would allow for higher density development out of character with the surrounding community. Further, the plan to subdivide the lot into four (4) flag

lots is not compatible with the surrounding community. Also, because the R-6 district allows two-family dwellings, the developer could potentially develop multiple duplex dwellings on the resulting lots, which would increase the density in the area in a way that is out of character with the community. In the absence of the proposed daycare center (from case 2004Z-0129), it is staff's opinion that the property would be appropriate to return to the AG-1 zoning designation, or to maintain the current zoning designation with the approved conditions.

Staff is recommending denial because the R-6 zoning is not compatible with the surrounding AG-1 (Agricultural) zoning districts.

Staff recommend **DENIAL** based on these factors.

PREPARED BY Alani Joseph, Planner

REVIEWED BY: Reginald McClendon, Director, CDRA

Rural Neighborhood

The Rural Neighborhood Character Area intends to preserve the primarily rural residential character of City of South Fulton. This area represents a transition between the Agricultural and Suburban Neighborhood Character Areas.

This along with the Suburban Neighborhood Character Area is the majority of character areas in the City of South Fulton. This character area includes the community of Cedar Grove and portions of Cliftondale.

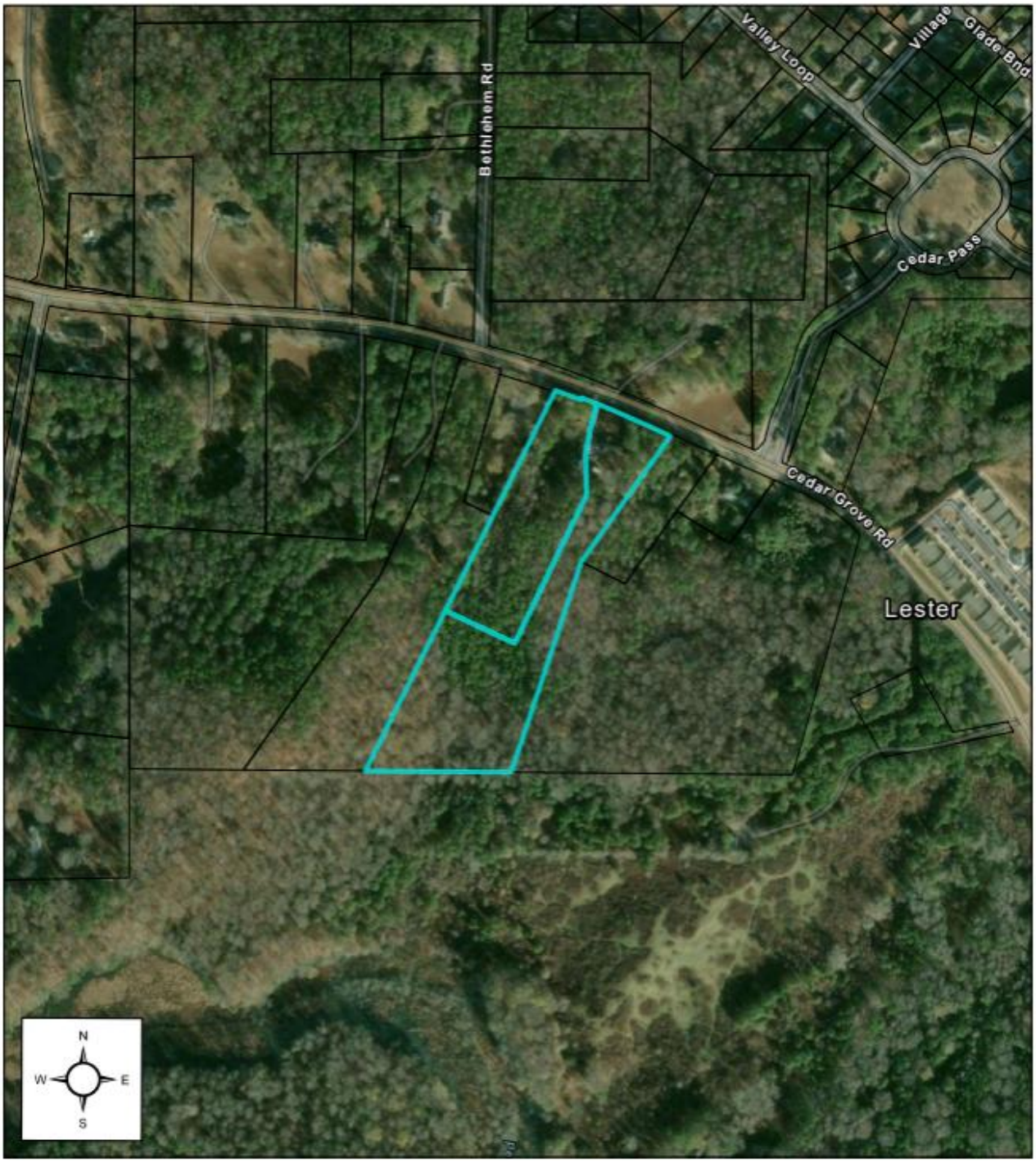
The Rural Neighborhood Character area is characterized by low to medium density residential houses, with established single-family homes on large lots and newer traditional style subdivisions with larger lots. Estate conservation subdivisions are appropriate. Public infrastructure is available, but service may not be extended to all properties.

This Character Area intends to protect the existing natural features by conservation subdivision development. Low to medium residential development that maintains the rural character in scale and design is appropriate.

Other types of development allowed in the Rural Neighborhood include civic uses such as schools, places of worship, community centers, and facilities existing streets.

Gross Density
1-2 Units or Less per acre

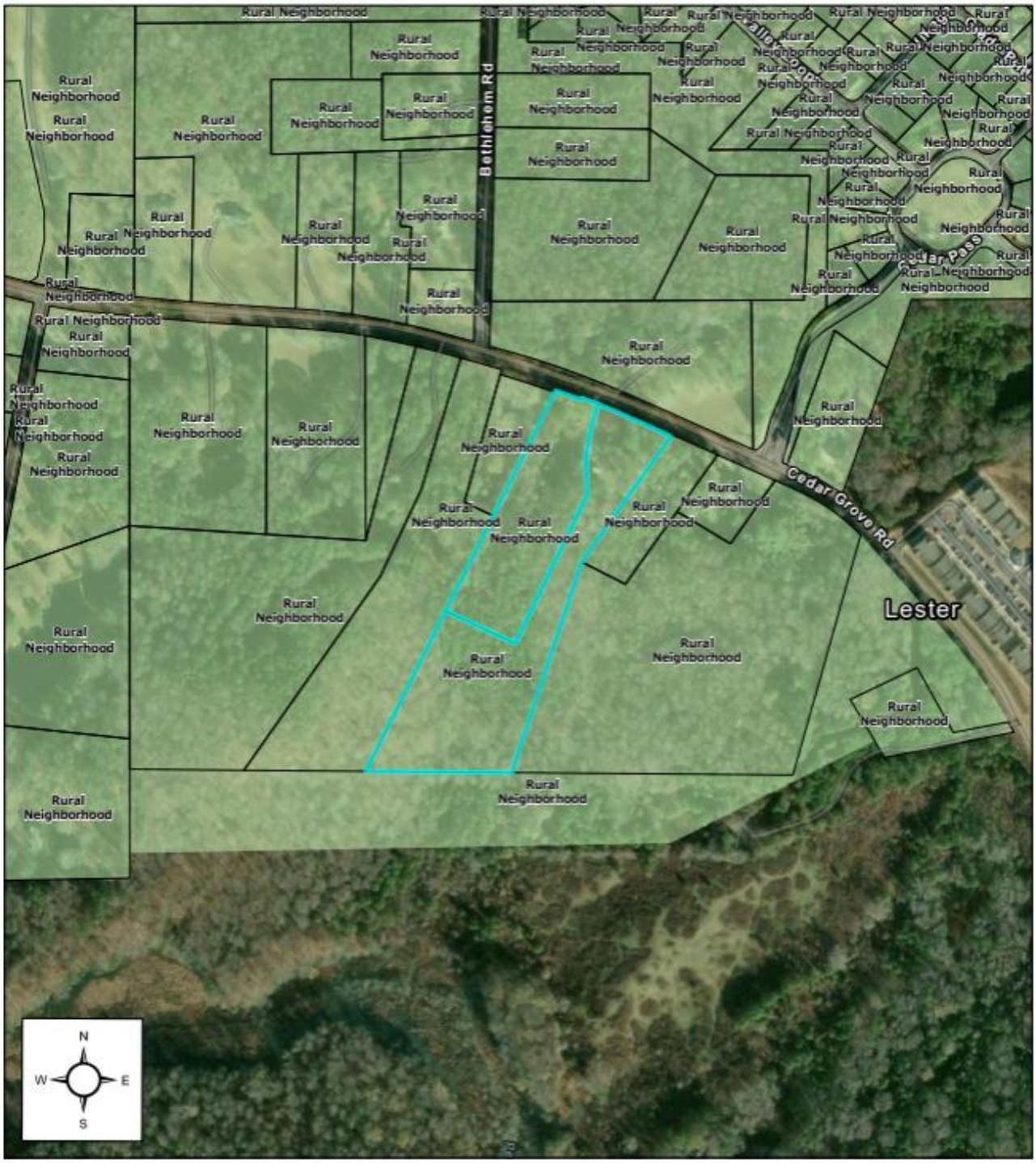
Zoning
R-2A, CUP, NUP, SH



0 & 7930 Cedar Grove Aerial

0 220 440 880 Feet

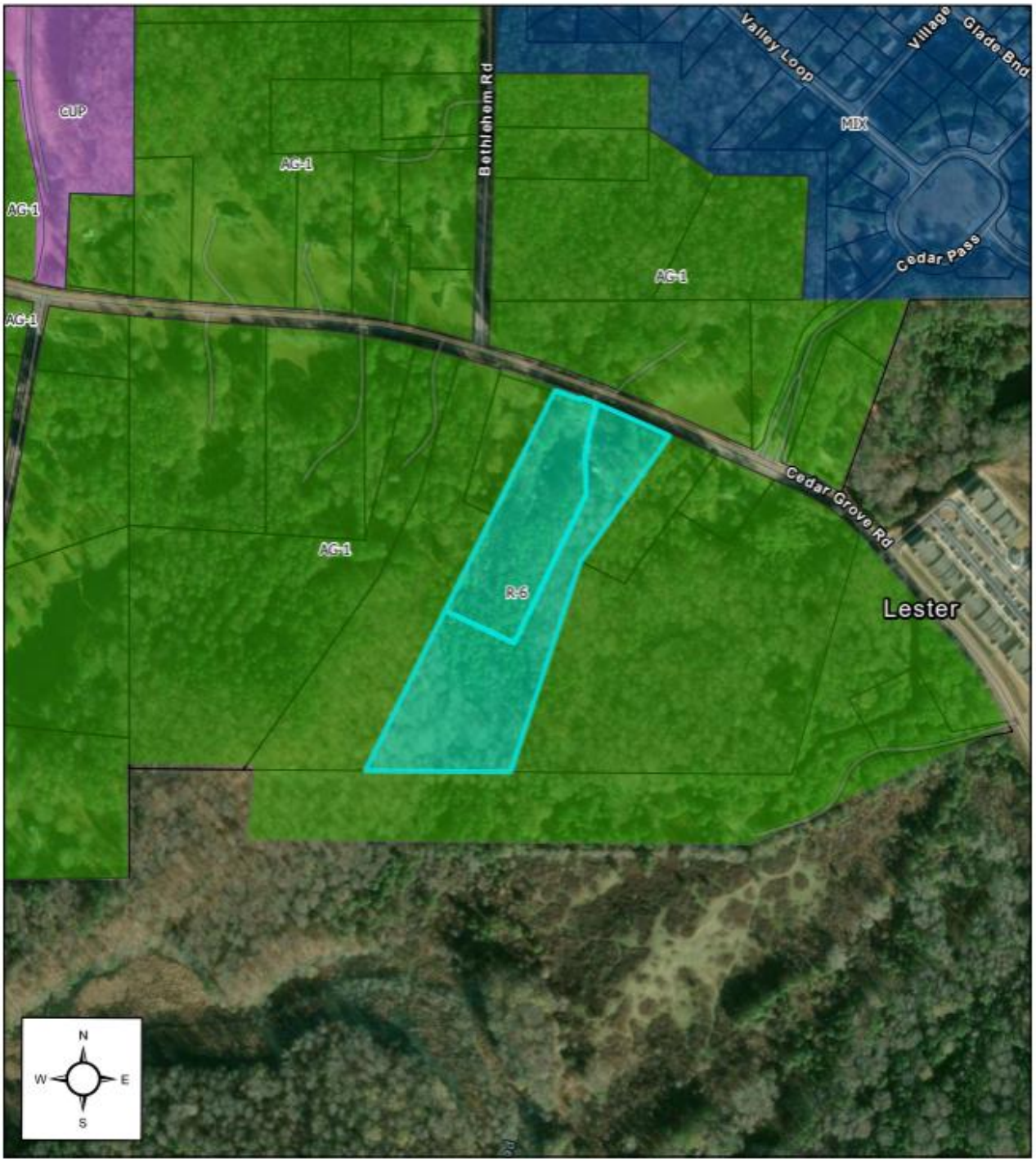
The City of South Fulton provides the data on this map for your personal use "as is". The data is not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. The City of South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



0 & 7930 Cedar Grove Future Land Use

0 220 440 880 Feet

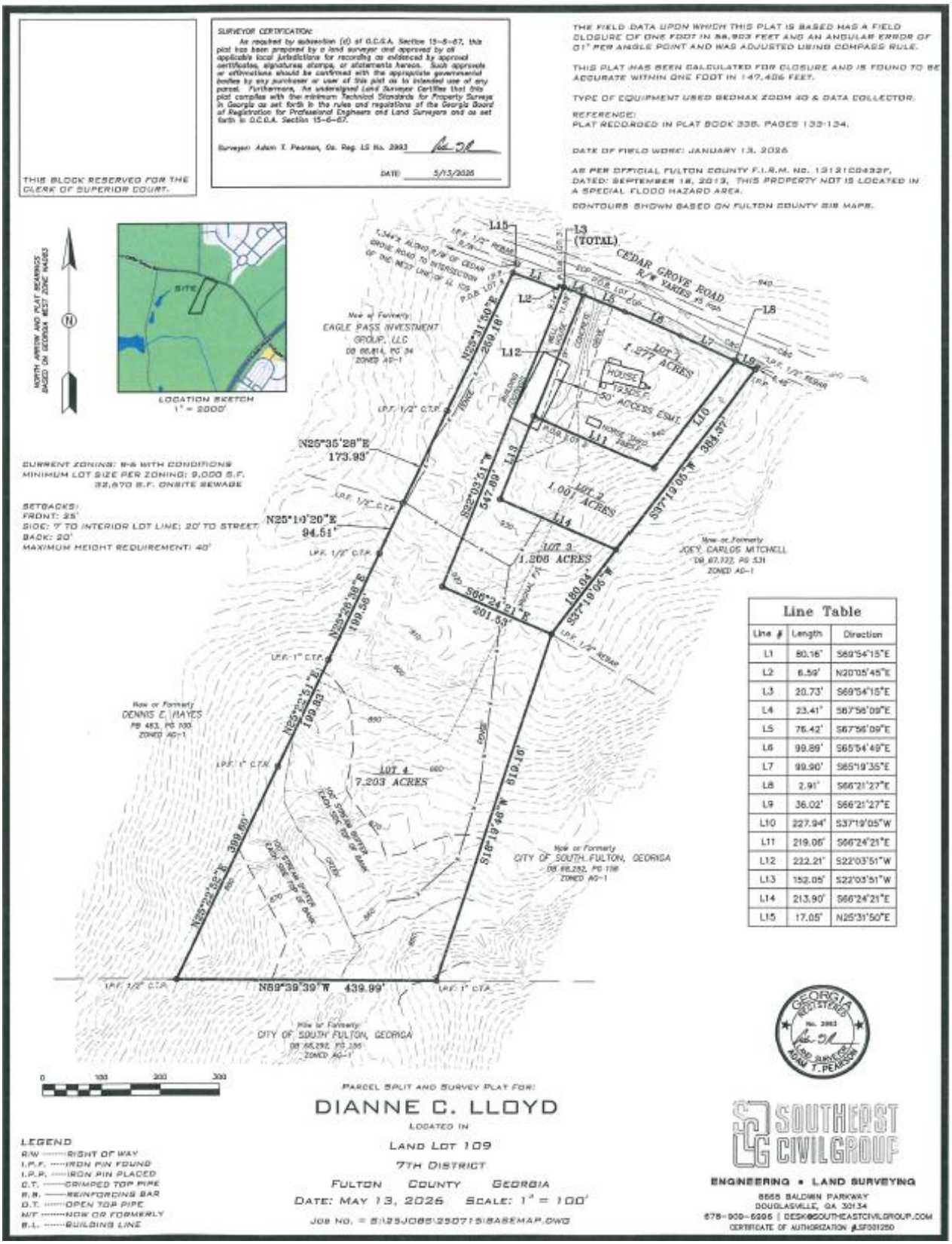
The City of South Fulton provides the data on this map for your personal use "as is". The data is not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. The City of South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



0 & 7930 Cedar Grove Zoning

0 220 440 880 Feet

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


THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT.
SURVEYOR CERTIFICATION:
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned Land Surveyor certifies that this plat complies with the minimum Technical Standards for Property Surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.
Surveyor: Adam T. Pearson, Ga. Reg. LS No. 3993
DATE: 5/13/2026
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A FIELD CLOSURE OF ONE FOOT IN 88,903 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 147,406 FEET.
TYPE OF EQUIPMENT USED GEOMAX ZOOM 40 & DATA COLLECTOR.
REFERENCE:
PLAT RECORDED IN PLAT BOOK 336, PAGES 133-134.
DATE OF FIELD WORK: JANUARY 13, 2026
AS PER OFFICIAL FULTON COUNTY F.I.R.M. No. 13121C0433F, DATED: SEPTEMBER 18, 2013, THIS PROPERTY NOT IS LOCATED IN A SPECIAL FLOOD HAZARD AREA.
CONTOURS SHOWN BASED ON FULTON COUNTY GIS MAPS.
NORTH ARROW AND PLAT BEARINGS BASED ON GEORGIA WEST ZONE NAD83
SITE
LOCATION SKETCH
1" = 2000'
CURRENT ZONING: R-6 WITH CONDITIONS
MINIMUM LOT SIZE PER ZONING: 9,000 S.F.
32,670 S.F. ONSITE SEWAGE
SETBACKS:
FRONT: 25'
SIDE: 9' TO INTERIOR LOT LINE; 20' TO STREET
BACK: 20'
MAXIMUM HEIGHT REQUIREMENT: 40'
CEDAR GROVE ROAD
R/W VARIES
Now or Formerly
EAGLE PASS INVESTMENT GROUP, LLC
DB 66,814, PG 34
ZONED AG-1
LOT 1
1.277 ACRES
HOUSE
30' ACCESS ESMT.
LOT 2
1.001 ACRES
LOT 3
1.206 ACRES
LOT 4
7.203 ACRES
Now or Formerly
JOEY CARLOS MITCHELL
DB 67,772, PG 531
ZONED AG-1
Now or Formerly
DENNIS E. HAYES
PB 483, PG 100
ZONED AG-1
Now or Formerly
CITY OF SOUTH FULTON, GEORGIA
DB 66,252, PG 156
ZONED AG-1
Now or Formerly
CITY OF SOUTH FULTON, GEORGIA
DB 66,252, PG 156
ZONED AG-1
N25°31'50"E 269.18'
N25°35'28"E 173.93'
N25°10'20"E 94.51'
N25°35'28"E 199.58'
N25°03'51"E 199.63'
N25°03'51"E 399.60'
S22°03'51"W 547.89'
S37°19'05"W 384.37'
S37°19'05"W 180.04'
S06°24'21"E 201.53'
S16°19'46"W 612.16'
N89°38'39"W 439.99'
Line Table
Line # | Length | Direction
L1 | 80.16' | S69°54'15"E
L2 | 6.59' | N20°05'45"E
L3 | 20.73' | S69°54'15"E
L4 | 23.41' | S67°56'09"E
L5 | 76.42' | S67°56'09"E
L6 | 99.89' | S65°54'49"E
L7 | 99.90' | S65°19'35"E
L8 | 2.91' | S66°21'27"E
L9 | 36.02' | S66°21'27"E
L10 | 227.94' | S37°19'05"W
L11 | 219.06' | S66°24'21"E
L12 | 222.21' | S22°03'51"W
L13 | 152.05' | S22°03'51"W
L14 | 213.90' | S66°24'21"E
L15 | 17.05' | N25°31'50"E
0 100 200 300
PARCEL SPLIT AND SURVEY PLAT FOR:
DIANNE C. LLOYD
LOCATED IN
LAND LOT 109
7TH DISTRICT
FULTON COUNTY GEORGIA
DATE: MAY 13, 2026 SCALE: 1" = 100'
JOB NO. = 5\135JOBS\250715\BASEMAP.DWG
LEGEND
R/W ---RIGHT OF WAY
I.P.F. ---IRON PIN FOUND
I.P.P. ---IRON PIN PLACED
C.T. ---CRIMPED TOP PIPE
R.B. ---REINFORCING BAR
O.T. ---OPEN TOP PIPE
N/F ---NOW OR FORMERLY
B.L. ---BUILDING LINE
GEORGIA REGISTERED No. 3993 LAND SURVEYOR ADAM T. PEARSON
SOUTHEAST CIVIL GROUP
ENGINEERING • LAND SURVEYING
8565 BALDWIN PARKWAY
DOUGLASVILLE, GA. 30134
678-909-6995 | DESK@SOUTHEASTCIVILGROUP.COM
CERTIFICATE OF AUTHORIZATION #LSF001250

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: DIANNE Lloyd Petition No. Z26-011

Date: 5-28-26

1. The following parties were notified of the requested rezoning/use permit: (email)
Usmi * All names on list received from City of South Fulton, planning department Cedar Grove Association, South Fulton Parkway Alliance, Mayor of city South Fulton, city council members,

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)
Public Participation Meeting held on 5-27-26, 1:00 pm - 1:30 pm at station 6 6720 Cedar Grove Rd Fairburn, GA 30213

3. The following issues and concerns were expressed:
PLEASE SEE ATTACHED SHEET

4. The applicant's response to issues and concerns was as follows:
PLEASE SEE ATTACHED SHEET

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

Attach additional sheets as needed.

21 of 24

Question : Where are the entrances to Lot 2,3 and Lot 4?

Reply-Used current plat displayed and pointed to the entrances, provided an explained where the entrance was for Lot 2, Lot 3 and Lot 4 . Explained that the current concrete driveway for Lot 1 actual goes onto Lot 2.

Question: Will roads have to be put to access lot 2 and lot 3?

Reply- Not currently. If someone wants to build on the lots. They would be responsible for roads and would follow the City of South Fulton process to build. Currently it is undeveloped with trees and growth.

Additional explanation about the access roads to Lots 2 and 3 shown on plat, from Cedar Grove, are for emergency access to property (fire trucks and emergency personnel).

Question: Why was property divided into 3 or 4 lots vs more division?

Reply - Lots behind home are for heirs. If family (son, daughter, niece, nephew, great niece, and/or nephews) want to build on property in the future.

Question: Was there a quota of neighbors required or needed to attend the Public Participation meeting?

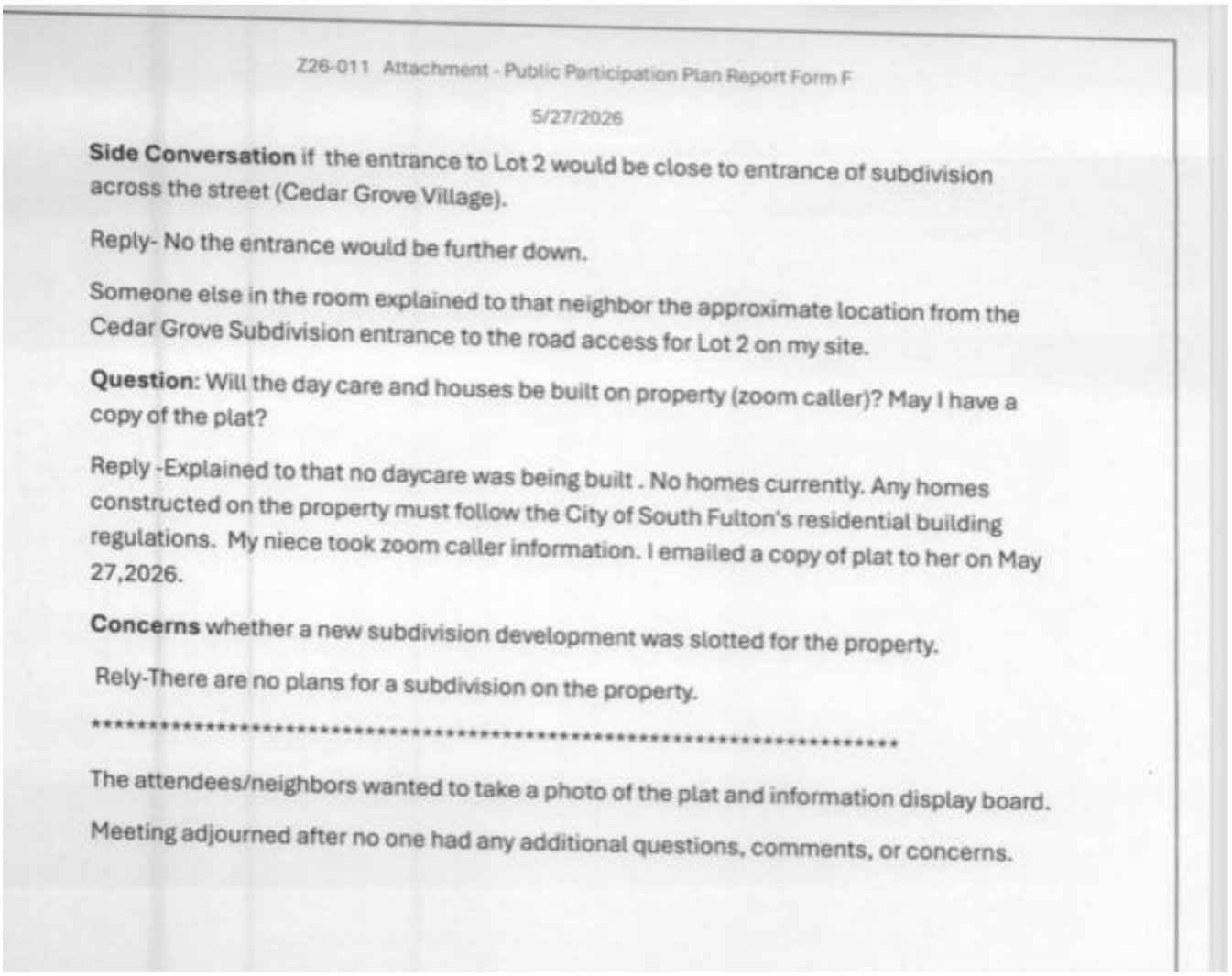
Reply -No. I was provided with a list and mailed out approximately 1300 letters to neighbors and other community groups. About 65 or 70 envelopes were returned as undeliverable. This is the process I was told needed to be for notification. I received the list on a Wednesday in Excel spreadsheet format and had to convert it to format for mailing labels. I had to have all letters mailed by the following Monday. I received help to stuff envelopes from my niece , my son, brother, and sister-in-law.

Question: Where do we fit in this process for rezoning requests you are making.

Reply -You are here to see what I am planning to do which is divide the land. If you have questions, then I will answer them or if you have concerns or issues then I will record them and include them in my report that I must submit. I hope I have answered everyone's questions.

Side Conversation between neighbors concerning whether or not if day care condition were not on property would I have to had to go through rezoning process to divide it.

Reply- I told them I did not know and I was not sure. I attended a preconceptual meeting and this is the process needed to remove the conditions. I had to combine land on a drawing then had to redivided it on paper/plat. I thought conditions were on the 4 acres for day care but found out it was on all the acres.



Z26-011 Attachment - Public Participation Plan Report Form F

5/27/2026

Side Conversation if the entrance to Lot 2 would be close to entrance of subdivision across the street (Cedar Grove Village).

Reply- No the entrance would be further down.

Someone else in the room explained to that neighbor the approximate location from the Cedar Grove Subdivision entrance to the road access for Lot 2 on my site.

Question: Will the day care and houses be built on property (zoom caller)? May I have a copy of the plat?

Reply -Explained to that no daycare was being built . No homes currently. Any homes constructed on the property must follow the City of South Fulton's residential building regulations. My niece took zoom caller information. I emailed a copy of plat to her on May 27,2026.

Concerns whether a new subdivision development was slotted for the property.

Rely-There are no plans for a subdivision on the property.

****

The attendees/neighbors wanted to take a photo of the plat and information display board.

Meeting adjourned after no one had any additional questions, comments, or concerns.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Community Development & Regulatory Affairs	

REQUESTED ACTION

First Read of a Zoning Ordinance: Z26-012/CDP26-005/CV26-003: Greater Turner Chapel AME Church c/o Darnell Moore requesting a rezoning from R-3 (Single-Family Dwelling District) to SH (Senior Housing District), a future land use amendment from the Suburban I Neighborhood Character Area to Community Live Work Character Area and a concurrent variance to reduce the 40ft undisturbed buffer to 20ft on the west and south side of the property to accommodate a retaining wall and walking path on 5.16 acres at 4685 Cascade Road (Parcel ID: 14F0060 LL0524). City Council District 1.

Staff Recommendation:
Z26-012: Denial
CDP26-005: Denial
CV26-003: Denial

Planning Commission Recommendation:
Z26-012: Denial
CDP26-005: Denial
CV26-003: Denial

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Sara Kelly, Interim City Attorney

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

OFFICE OF THE CITY MANAGER

SHARON D. SUBADAN, ICMA-CM, MPS, CPM
CITY MANAGER

Community Development & Regulatory Affairs
Reginald McClendon, Director

HONORABLE MAYOR & CITY COUNCIL

CARMALITHA L. GUMBS
MAYOR

DR. CATHERINE F. ROWELL
DISTRICT 1

AARON V. JOHNSON
DISTRICT 2

TONI WRIGHT
DISTRICT 3

JACEEY SEBASTIAN
DISTRICT 4

KEOSHA B. BELL
DISTRICT 5

NATASHA WILLIAMS-BROWN
DISTRICT 6

LINDA BECQUER PRITCHETT
DISTRICT 7

TO: South Fulton Planning Commission

FROM: Department of Community Development and Regulatory Affairs, Planning & Zoning Division

SUBJECT: **Z26-012/CV26-003/CDP26-005: 4685 Cascade Road SW**

MEETING DATE: June 17, 2026

Greater Turner Chapel AME Church is requesting to rezone property from the R-3 (Single-Family Dwelling District) to SH (Senior Housing District) with a Future Land Use Amendment from Suburban Neighborhood I to Community-Live Work for the construction of a Senior Housing development consisting of twenty community care retirement units and twenty independent living units. The applicant also seeks concurrent variance to reduce the 40 ft undisturbed buffer to 20ft on the West and South sides of the subject property. The property contains 5.16 acres of land. Council District 1.

STAFF RECOMMENDATION:

APPLICATION INFORMATION

Applicant Information:	Greater Turner Chapel AME Church
Status of Applicant:	Applicant
City Council District:	1
Parcel ID Number:	14F0060LL0524
Area of Property:	5.16 Acres
Existing Zoning:	R-3 (Single-Family Dwelling District)
Current/Past Use of the Property:	Single-family Residential
Prior Zoning Cases/History:	N/A

SPECIFIC INFORMATION

REQUEST

The applicant is requesting to rezone property from the R-3 (Single-Family Dwelling District) to SH (Senior Housing District) to develop 40 units for senior housing. Twenty units will be a part of the continuing care retirement community. The other twenty units will be independent living units. The property contains five acres which has a density of 8 units per acre.

The applicant is also requesting a Future Land Use Amendment from Suburban Neighborhood I to Community Live-Work. The Suburban Neighborhood allows 3 units per acre. The Suburban Neighborhood II allows 8 units per acre; however, the SH zoning is not allowed in that Future Land Use. Thus, the applicant is proposing to change the Future Land Use to Community Live Work which allows up to 12 units per acre along with the Senior Housing zoning designation.

The applicant also seeks concurrent variances to reduce the 40' undisturbed buffer to 20'on the West and South sides to provide rear building access to residents and visitors.

The project consists of independent living cottages that surround a water feature in the center of the complex. Along with that, the development provides assisted living apartments which includes on-site parking, a community center, walking trails, and open green space that surrounds each unit of the development. The development proposes a pavilion on the North and East divisions of the development along with a gazebo to accompany the community center near the Southern division of the project.

PROPERTY LOCATION

The property consists of a 5.16-acre parcel located on the eastern side of Cascade Road to the northeast of its intersection with New Hope Road. The tract is located in land lots 60 of the 14th district of what was originally Fulton County, GA, and is located in Council District 1. Adjacent to the property lies the GME Church who is the applicant and will be working in conjunction with the proposed development.

2026 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property had a 2021 future land use designation of Suburban Neighborhood I as shown in the 2021 and 2026 South Fulton Comprehensive Plans, which supports a density of up to 3 units/acre.

The proposed site plan has a future land use designation of Community Live-Work, which supports a density of up to 12 home/acre and is in compliance with the 8 units/acre density shown on the site plan.

ADJACENT ZONING AND LAND USES

North: R-3 (Single-Family Dwelling District)
South: R-3 (Single-Family Dwelling District)
East: R-3 (Single-Family Dwelling District)
West: CUP (Single-Family Dwelling District)
Southwest: FCR-3 (Single-Family Dwelling District) (City of Atlanta)

COMMUNITY AND PROPERTY OWNERS' NOTIFICATION/COMMENTS

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held in person on May 4, 2026, at 6:00pm. The applicants presented their rezoning plan to attendees, and nobody spoke in opposition or in favor.

Staff placed the required notice of public hearing in South Fulton Neighbor on June 16, 2025, to notify the public that Case Z26-012 would be heard at the Planning Commission Meeting on June 17, 2026, and at the City Council meeting on July 14, 2025.

Staff placed a notification sign in front of the subject property on May 27, 2026, to notify the surrounding community of the hearing dates.

The Applicant was given the addresses within one mile of the subject property for the purposes of hosting their own community meeting. Their meeting was held on June 2, 2026, at Greater Turner Chapel AME Church. As told by the applicant, feedback from the meeting included general comments ranged from enthusiastic to outright rejection of the proposed rezoning, based simply on not wanting higher density. Most of the concern was used on the premise that this site should remain R-3 and that a senior-oriented development was not appropriate.

APPLICABLE CODE REQUIREMENTS

Section 302.11 Buffers and landscaping requirements

Standard of review for proposed rezoning (City Code, Appendix C, Sec. 803.06):

1) The suitability of the subject property for the zoned purposes;

The property currently zoned R-3 and contains 1 single-family home. It is suitable for the current zoned purpose.

2) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;

While a higher density zoning designation will, as a matter of course, create a higher property value, the current zoning of R-3 does not diminish the unimproved property value.

3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;

Staff does not find a destruction of property values as currently zoned.

4) The relative gain to the public as compared to the hardship imposed upon the individual property owner;

Staff does not find a hardship for the property owner. The relative gain to the general public would be the provision of senior housing options.

5) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property;

There is a home on the property at this location.

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

The proposed use is not suitable with the zoning of the adjacent parcels which are single-family homes on large lots. However, there is a similar senior housing development in the vicinity. The 2021 and 2026 Comprehensive Plans both designate this property as lower density Suburban I development.

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

It is possible that the development will adversely affect the use or usability of nearby property. The proposal requests a reduction of buffers between this higher density development and the low-density single-family homes to the west. Additionally this neighborhood would experience increased traffic flow.

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

The property does have reasonable economic use as currently zoned.

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

The zoning proposal should not result in a use that will cause an excessive burden to existing infrastructure.

10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;

The proposal is not in conformity with the 2021 or 2026 Comprehensive Plan based on the density of the development.

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

No other conditions are known to Staff at this time that would affect the use and development of the property.

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

This zoning proposal should not permit a use that is environmentally adverse.

VARIANCE CONSIDERATIONS

Staff is including the specific conditions that must be considered for a variance to be granted to assist the Zoning Board of Appeals in considering the application and its merits. According to our Code, these considerations include:

808.09 Hardship Criteria:

Primary variances shall only be granted by the Zoning Board of Appeals and concurrent variances shall only be granted by City Council upon showing that, owing to special conditions, a literal enforcement of the provisions of this Ordinance would result in unnecessary hardship and such approval will not be contrary to the public interest. A variance from the terms on this Ordinance shall not be granted unless a written application is submitted demonstrating:

a) The application of the particular provision of the Zoning Ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public;

b) That special conditions and circumstances exist which are peculiar to the land, structure, sign, or building involved and which are not applicable to other land, structures, or buildings in the same district;

c) That literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties within the same district under the terms of this Ordinance;

d) That the special conditions and circumstances do not result from the actions of the appellant;

e) That granting the variance requested will not confer on the appellant any special privilege that is denied by this Zoning Ordinance to other lands, structures or buildings in the same district;

f) That the request is limited to the extent necessary to alleviate the unnecessary hardship and not as a convenience to the appellant nor to gain any advantage or interest over similarly zoned properties; and

g) Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of the Zoning Ordinance.

STAFF RECOMMENDATION

The Suburban Neighborhood Character Area intends to provide a wide diversity of housing types and affordability in the City of South Fulton while preserving the surrounding natural, agricultural, and rural areas. The area is further subdivided into two levels, Suburban I and Suburban II, which represent a transitional density from the less intense uses near rural areas to the more intensive suburban uses that are older and have a higher density.

The Suburban Neighborhoods are located closest to urbanized areas and are comprised of medium-density residential housing. Included in this area are the communities of Sandtown, Cascade, Old National, and portions of Cliftondale. Public infrastructure is available. This Character Area has the highest percentage of existing developed land.

Other types of development allowed in Suburban Neighborhood include civic uses such as schools, places of worship, community centers, and facilities. Within the Suburban II Neighborhood, Character mixed-use developments may be allowed to encourage redevelopment of older areas. I

The subject property has a future land use designation of Suburban I Neighborhood which staff believes to be appropriate as the parcel does not represent a transitional area between uses. The parcel is surrounded by low-density

housing. Additionally, the parcel is not located at a major intersection which would make it appropriate for the Community Live-Work Character Area.

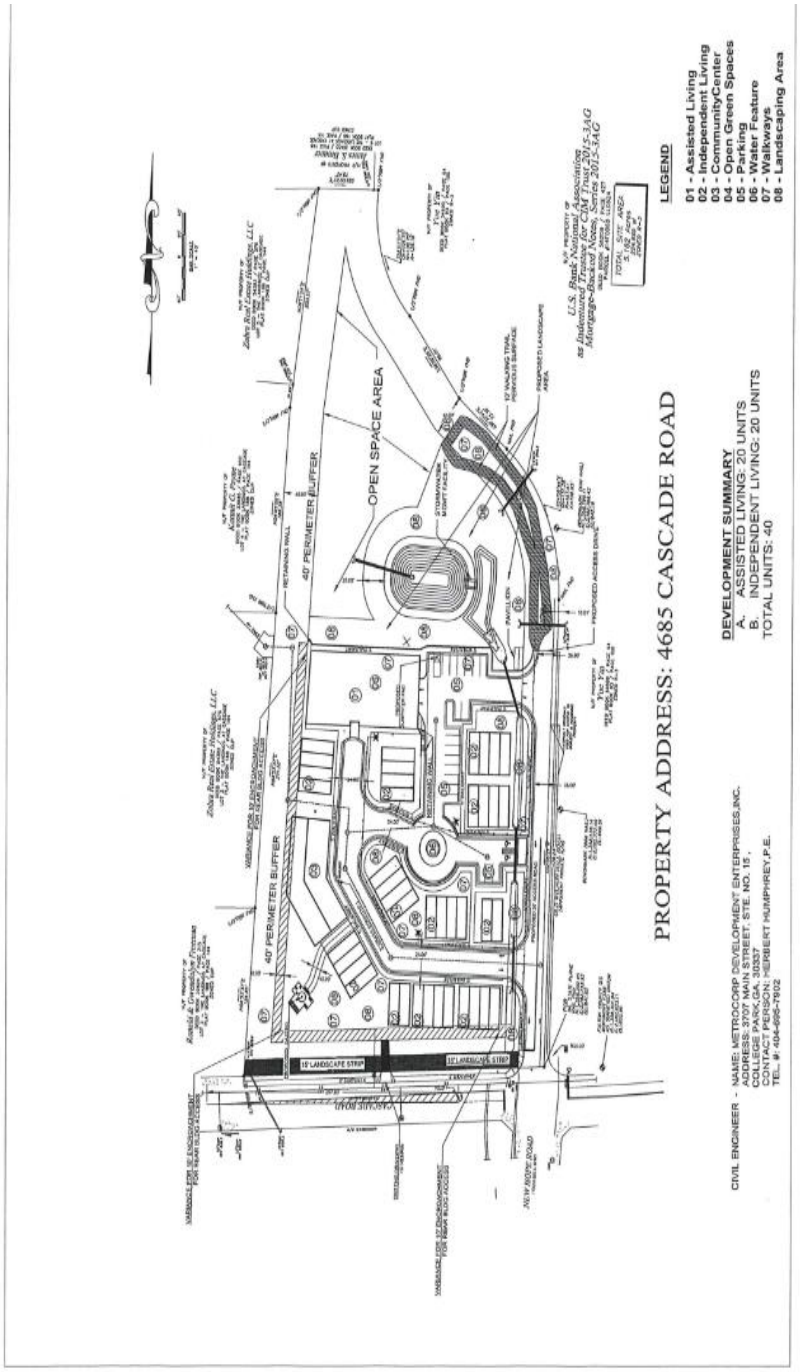
The proposed rezoning is not supported by the current future development in the City of South Fulton 2021 Comprehensive Plan which is Suburban Neighborhood I. The Suburban Neighborhood I Character Area only allows up to 3 units per acre which is well below the density of the proposed site plan. The request proposes a change to Community Live-Work which allows up to 12 units per acres under this application.

Further, the City recently approved the 2026 Comprehensive Plan update and engaged in a parcel level analysis of the City. Through that process, the Suburban I Neighborhood Character Area designation for this property was maintained. The density of the proposal is not in line with the development vision of the City of South Fulton.

Staff recommends **DENIAL** of all applications based on these factors.

PREPARED BY: Barrett Alexander II, Zoning Plan Reviewer

REVIEWED BY: Reginald McClendon, Director, CDRA


PROPERTY ADDRESS: 4685 CASCADE ROAD
OPEN SPACE AREA
40' PERIMETER BUFFER
40' PERIMETER BUFFER
10' LANDSCAPE STRIP
10' LANDSCAPE STRIP
LEGEND
01 - Assisted Living
02 - Independent Living
03 - Community Center
04 - Open Green Spaces
05 - Parking
06 - Water Feature
07 - Walkways
08 - Landscaping Area
DEVELOPMENT SUMMARY
A. ASSISTED LIVING: 20 UNITS
B. INDEPENDENT LIVING: 20 UNITS
TOTAL UNITS: 40
CIVIL ENGINEER - NAME: METROCORP DEVELOPMENT ENTERPRISES,INC.
ADDRESS: 3707 MAIN STREET, STE. NO. 15,
COLLEGE PARK, GA. 30337
CONTACT PERSON: HERBERT HUMPHREY,P.E.
TEL. #: 404-695-7902

Suburban Neighborhood

The Suburban Neighborhood Character Area intends to provide a wide diversity of housing types and affordability in the City of South Fulton while preserving the surrounding natural, agricultural, and rural areas. The area is further subdivided into two levels, Suburban I and Suburban II, which represent a transitional density from the less intense uses near rural areas to the more intensive suburban uses that are older and have a higher density.

The Suburban Neighborhoods are located closest to urbanized areas and are comprised of medium-density residential housing. Included in this area are the communities of Sandtown, Cascade, Old National, and portions of Cliftondale. Public infrastructure is available. This Character Area has the highest percentage of existing developed land.

Other types of development allowed in Suburban Neighborhood include civic uses such as schools, places of worship, community centers, and facilities. Within the Suburban II Neighborhood, Character mixed-use developments may be allowed to encourage redevelopment of older areas. I

Gross Density
Suburan I
Up to 3 Units per acre

Suburban II
Up to 8 Units per acre

Zoning
Suburban I
R-3,R-3A,R-4A, CUP, NUP, SH

Suburban II
R-3,R-3A,R-4, R-4A, R-5.R-5A,TR, MIX, NUP

Community Live-Work

The Community Live-Work Character Area provides opportunities within the City of South Fulton to provide areas of mixed uses bto provide services within the Suburban Charecter Area. Located at major intersections, these areas are the focus areas for small area plans.

Within the Community Live Work Character Areas, vertical and horizontal mixing of uses is appropriate, which includes medium and high-density residential housing such as duplexes, and townhomes. Commercial services such as banks, drug stores, offices, and multi-tenant shopping centers are also appropriate types of development. Structures within the Community Live Work designation can also be repurposed as office, commercial spaces, or single and multi-family housing.

Gross Density
Residential
Up to 12 units per acre

Commercial
Up to 40,000 square feet per tenant

Zoning
MIX, C-1, C-2, O-I, SH

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Greater Turner Chapel Church Petition No. Z26-012

Date: June 3, 2026

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

   See attached mailling list and Vista Print mailing receipt

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

   March 8, 2026, 12noon, 4650 Cascade Rd. SW, May 4, 2026 6:00pm, Community Zoning Information Mtg.

   5440 Fulton Industrial Blvd., June 2, 2026, 6:00pm 4001 Danforth Rd. Sw

3. The following issues and concerns were expressed:

   See attached participants questions and respones

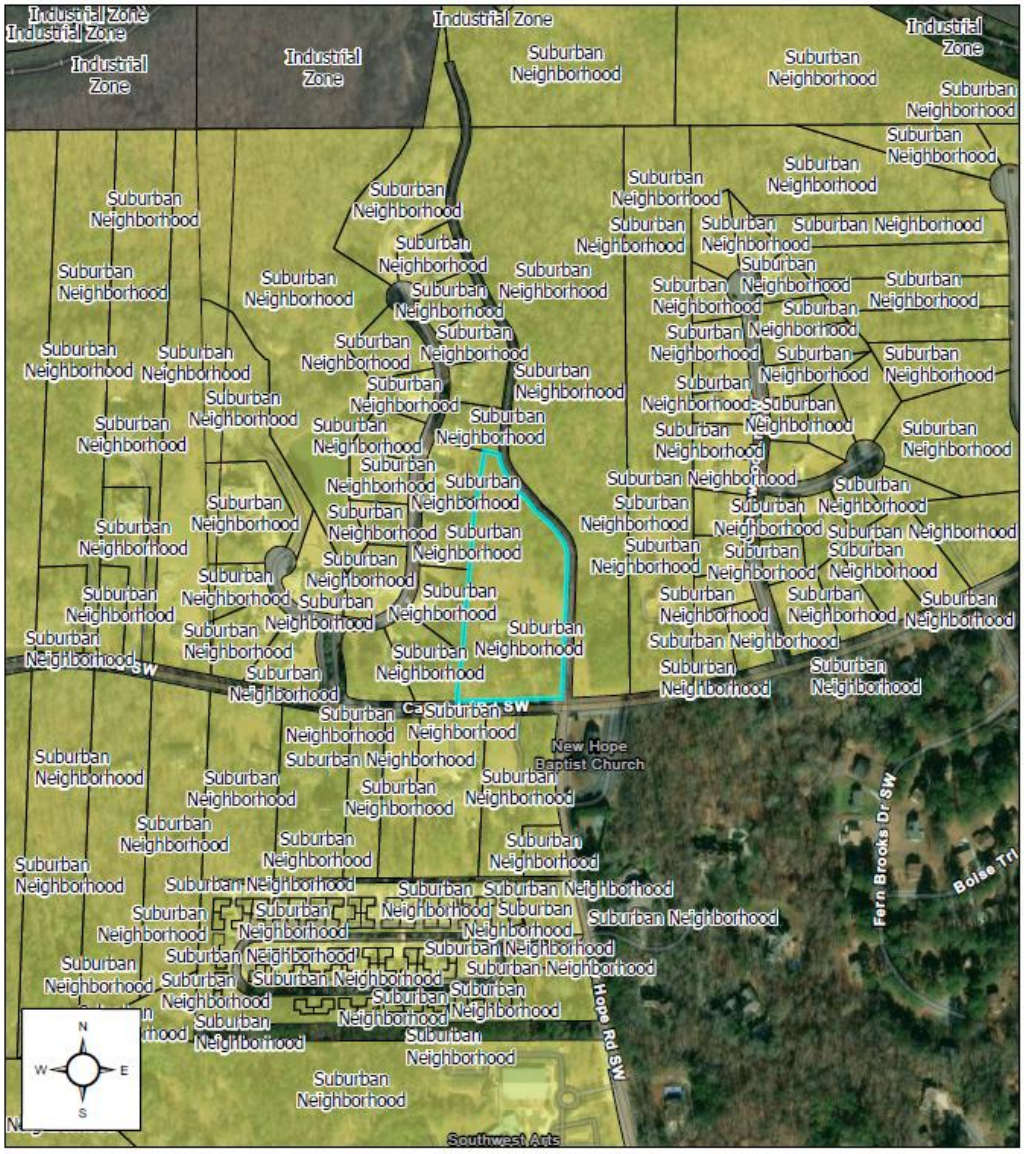
4. The applicant's response to issues and concerns was as follows:

   See attached particpants questions and responses

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

Attach additional sheets as needed.

21 of 24



4685 Cascade Rd Future Land Use

0 220 440 880 Feet

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4685 Cascade Rd Zoning

0 220 440 880 Feet

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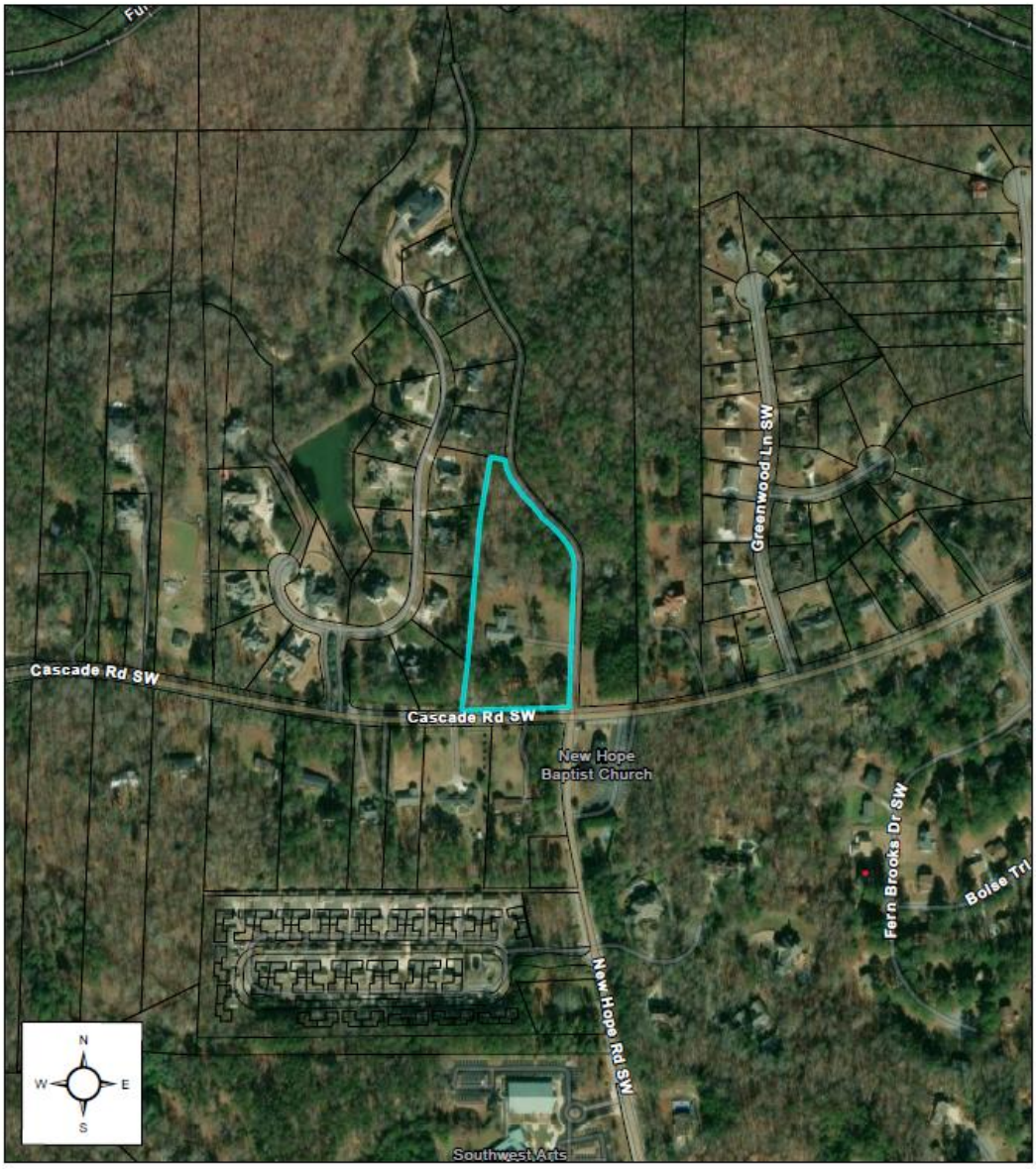

4685 Cascade Rd Aerial

0 220 440 880 Feet

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4965 Butner Rd Aerial

0 220 440 880 Feet

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City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Community Development & Regulatory Affairs	

REQUESTED ACTION

First Read of a Zoning Ordinance: Z26-014/CDP26-004: Taliya King requesting a rezoning from AG-1 (Agricultural District/Old National Highway Overlay District) to R-4 (Single-Family Dwelling District/Old National Highway Overlay District) to develop two single family detached dwellings with a land use amendment from Regional Live Work Character Area to the Suburban I Neighborhood Character Area on 0.52 acres at 5250 Northfield Blvd (Parcel ID: 13 0068 LL0888). City Council District 5.

Staff Recommendation: Denial
Planning Commission: Denial

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Sara Kelly, Interim City Attorney

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

OFFICE OF THE
CITY MANAGER
SHARON D. SUBADAN, ICMA-CM, MPS, CPM
CITY MANAGER

COMMUNITY
DEVELOPMENT&
REGULATORY AFFAIRS
Reginald McClendon, J.D., AICP, CPM
Managing Director

HONORABLE MAYOR
& CITY COUNCIL

CARMALITHA GUMBS
MAYOR

DR. CATHERINE F. ROWELL
DISTRICT 1

AARON JOHNSON
DISTRICT 2

TONI WRIGHT
DISTRICT 3

JACEEY SEBASTIAN
DISTRICT 4

KEOSHA B. BELL
DISTRICT 5

NATASHA WILLIAMS-BROWN
DISTRICT 6

LINDA BECQUER PRITCHETT
DISTRICT 7

TO: Planning Commission

FROM: Department of Community Development
and Regulatory Affairs
Planning & Zoning Division

SUBJECT: **Z26-014/CDP26-004: 5250 Northfield Blvd**

MEETING DATE: July 15th, 2026

Taliya King requesting a rezoning from AG-1 (Agricultural District/Old National Highway Overlay District) to R-4 (Single-Family Dwelling District/Old National Highway Overlay District) to develop two single family detached dwellings with a future land use amendment from Regional Live Work Character Area to the Suburban II Neighborhood Character Area on 0.52 acres (Parcel Id: 13 0068 LL0888).

City Council District: 5

STAFF RECOMMENDATION: DENIAL

APPLICATION INFORMATION

Applicant Information:	Lajwanti Gandhi c/o Taliya King
Status of Applicant:	Agent
City Council District(s):	5
Parcel ID Number:	13 0068 LL0888
Area of Property:	.52 acres
Existing Zoning:	AG -1 (Agricultural District/Old National Highway District)
Current/Past Use of the Property:	The property is currently vacant.
Prior Zoning Cases/History:	N/A

SPECIFIC INFORMATION

REQUEST

Lajwanti Gandhi c/o Taliya King requesting to rezone to R-4 to subdivide a lot into two single-family residential lots with a future land use amendment to Suburban Neighborhood II.

PROPERTY LOCATION

The property consists of .52 total acres located on the Eastern side of Northfield Blvd lying and being in Land Lot 68 of the 13th District in the City of South Fulton, Fulton County, Georgia. The property is located in Council District 5.

2021 & 2026 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property has a future land use designation of Regional Live-Work as designated in the 2026 South Fulton Comprehensive Plan.

ADJACENT ZONING AND LAND USES

North: R-4 (Single-Family Residential District)
South: AG-1 (Agricultural District/ Old National Highway District)
East: C-1 (Limited Commercial District/ Old National Highway District)
West: AG-1 (Agricultural District/ Old National Highway District)

COMMUNITY AND PROPERTY OWNERS' NOTIFICATION/COMMENTS

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held on May 4th, 2026, at 6:00pm. The applicants presented their case and project to attendees.

Staff placed the required notice of public hearing in the South Fulton Neighbor on May 27th, 2026, to notify the public that Case Z26-013 would be heard at the Planning Commission Meeting on June 17th, 2026, and at the City Council Public Hearing on July 14th, 2026.

The applicant placed a notification sign in front of the subject property on May 27th, 2026, to notify the surrounding community of the aforementioned hearing dates.

The Applicant was given the addresses within one mile of the subject property for the purposes of hosting their own community meeting.

APPLICABLE CODE REQUIREMENTS

Table 4-1 Area Regulations for Lots and Principal Buildings
Sec. 511. - Old National Highway Overlay District.
Sec. 403.03. - Setbacks.(c)

SITE MAPS

See attached.

Standard of review for proposed rezoning (City Code, Appendix C, Sec. 803.06):

1) The suitability of the subject property for the zoned purposes;

The proposed zoning classification is not supported by the 2021 Comprehensive Plan nor the 2026 Comprehensive Plan. The applicant is requesting a future land use amendment to Suburban II Neighborhood, which supports the R-4 zoning classification.

2) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;

While a higher density zoning designation will, as a matter of course, create a higher property value, the current zoning of AG-1 (Agricultural District/ Old National Highway District) does not diminish the unimproved property value.

3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;

The current zoning of AG-1 (Agricultural District/ Old National Highway District) does not diminish the unimproved property value.

4) The relative gain to the public as compared to the hardship imposed upon the individual property owner;

Fostering walkability, reducing commute times, and enhancing regional connectivity is the goal of the Regional Live-Work future land use designation. The applicant is requesting to split a parcel into two lots for single-family homes. Staff does not anticipate any hardship to the property owner.

5) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property;

Staff has no knowledge of any prior development on the property.

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

The zoning will permit a use that is suitable for development of adjacent and nearby properties because abutting properties are zoned and utilized as commercial, residential, and agricultural.

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

The proposal will not adversely affect the use or usability of nearby property.

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

The property does have reasonable economic use as currently zoned.

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

The zoning proposal should not cause any excessive burdensome use of existing street, transportation facilities, utilities, or schools.

10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;

The zoning proposal is not in conformity with the 2021 Comprehensive Plan nor the 2026 Comprehensive Plan. The property is located in the Regional Live-Work character area in the 2021 & 2026 Comprehensive Plan, which supports mixed use development.

The applicant is requesting a future land use amendment to Suburban II Neighborhood, which supports the R-4 zoning district.

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

Staff is unaware of any existing or changing conditions affecting the use of the property.

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

The zoning proposal will not permit an environmentally adverse use.

PUBLIC PARTICIPATION

The applicant hosted at Public Participation meeting on June 8th at 6:30pm at 5780 Old National Highway regarding this rezoning and future land use request. The issues and concerns that community members brought up were the roof line of the homes and ensuring that the driveways would be able to accommodate 2-4 vehicles. The applicant responded by stating that their requests were reasonable and that they were looking for a more traditional modern new build home for the lots.

STAFF RECOMMENDATION

The applicant is proposing to rezone to R-4 to subdivide a lot into 2 lots for two single family residential lots that are "consistent with surrounding R-4 neighborhood." The property is currently a legally non-conforming Agricultural (AG-1) lot that only has half of the minimum lot area required for the zoning district. The R-4 District is intended to provide land areas devoted to moderate density (9,000 square feet minimum lot size) residential uses and single-family subdivisions. The proposed lots meet the lot and building requirements for the zoning classification. The applicant has also added the required 5-foot stagger that the zoning district requires per Section 403.03 (c) of the City of South Fulton's zoning code.

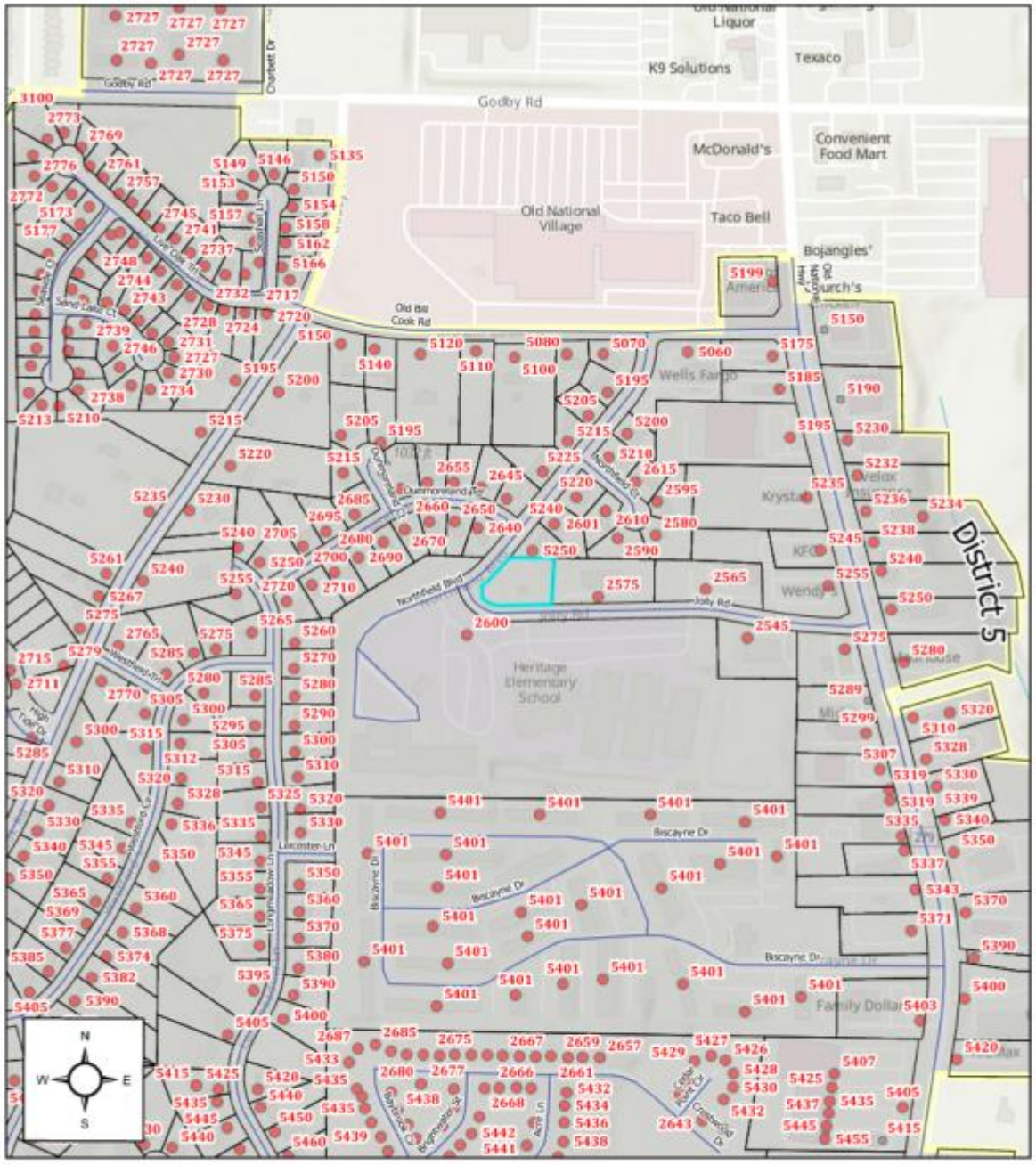
However, the lot has future land use designation of Regional Live-Work in 2026 Comprehensive Plan. This land use designation supports vertical and horizontal mixed-use development and higher-density housing. R-4 is not one of the supported zoning classifications for Regional Live-Work; therefore, the applicant is seeking a future land use amendment to Suburban II Neighborhood to bring the proposal into compliance with the City of South Fulton's Comprehensive Plan. The 2026 Comprehensive Plan was recently approved with the intent to have higher density and/or mixed-use development in this area of the City. Allowing this land use request would represent a departure from the 2026 Comprehensive Plan.

This property is also subjected to the guidelines of the Old National Highway Overlay District, which establishes a uniform procedure for providing protection, enhancement, preservation, unity of design, and use of places, sites, buildings, structures, streets, neighborhoods, and landscape features for the assigned geographical area. The regulations in this district are intended to monitor the suitability for certain uses, construction and design, prevent functional and visual disunity, promote desirable conditions for community and commerce and protect property against blight and depreciation.

Staff recommends **DENIAL** based on these factors.

PREPARED BY: Victoria Young, Senior Planner

REVIEWED BY: Reginald McClendon, Director, CDRA



5250 Northfield Blvd Aerial

0 220 440 880 Feet

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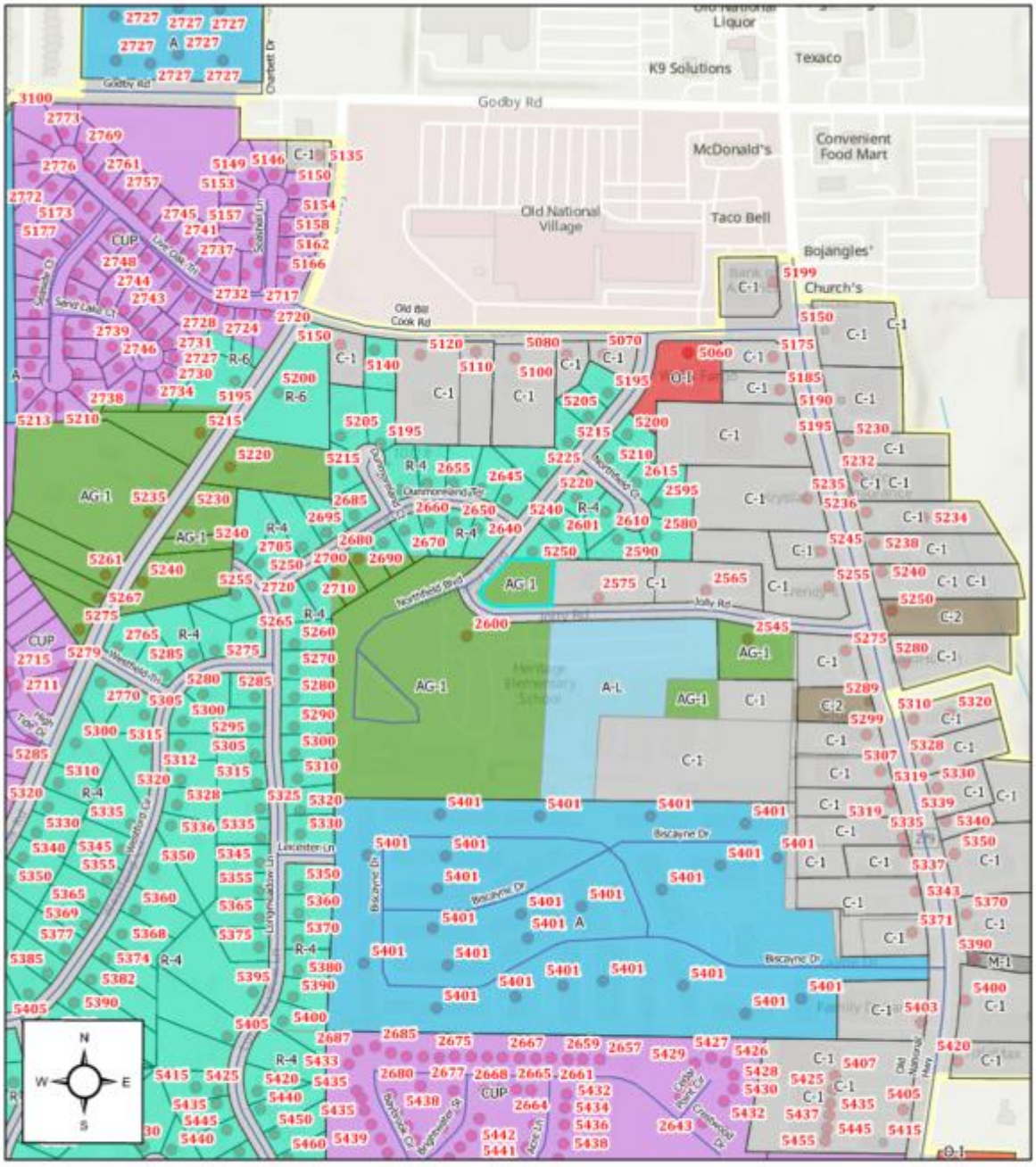

5250 Northfield Blvd Zoning

0 220 440 880 Feet

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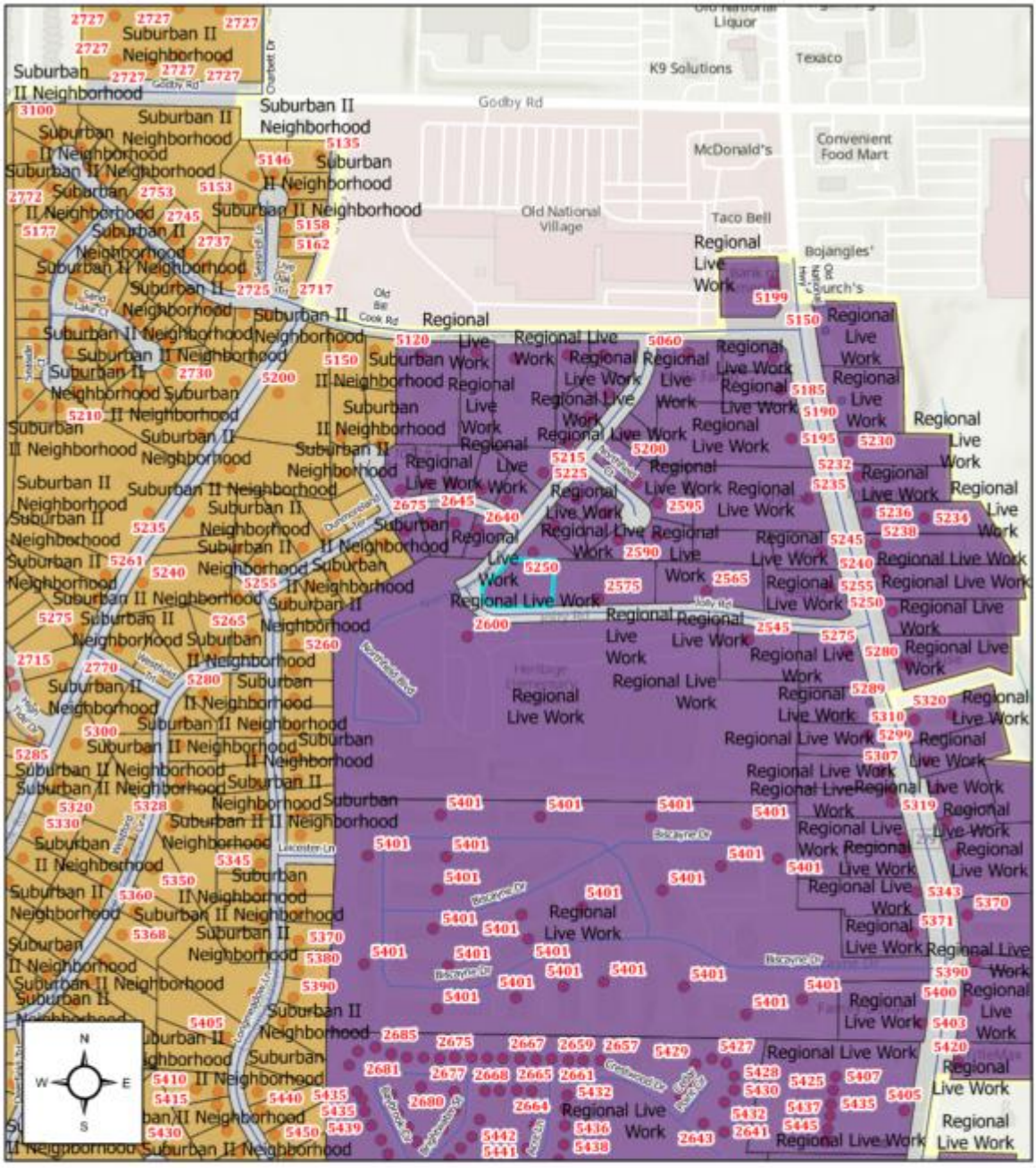

5250 Northfield Blvd Future Land Use

0 220 440 880 Feet

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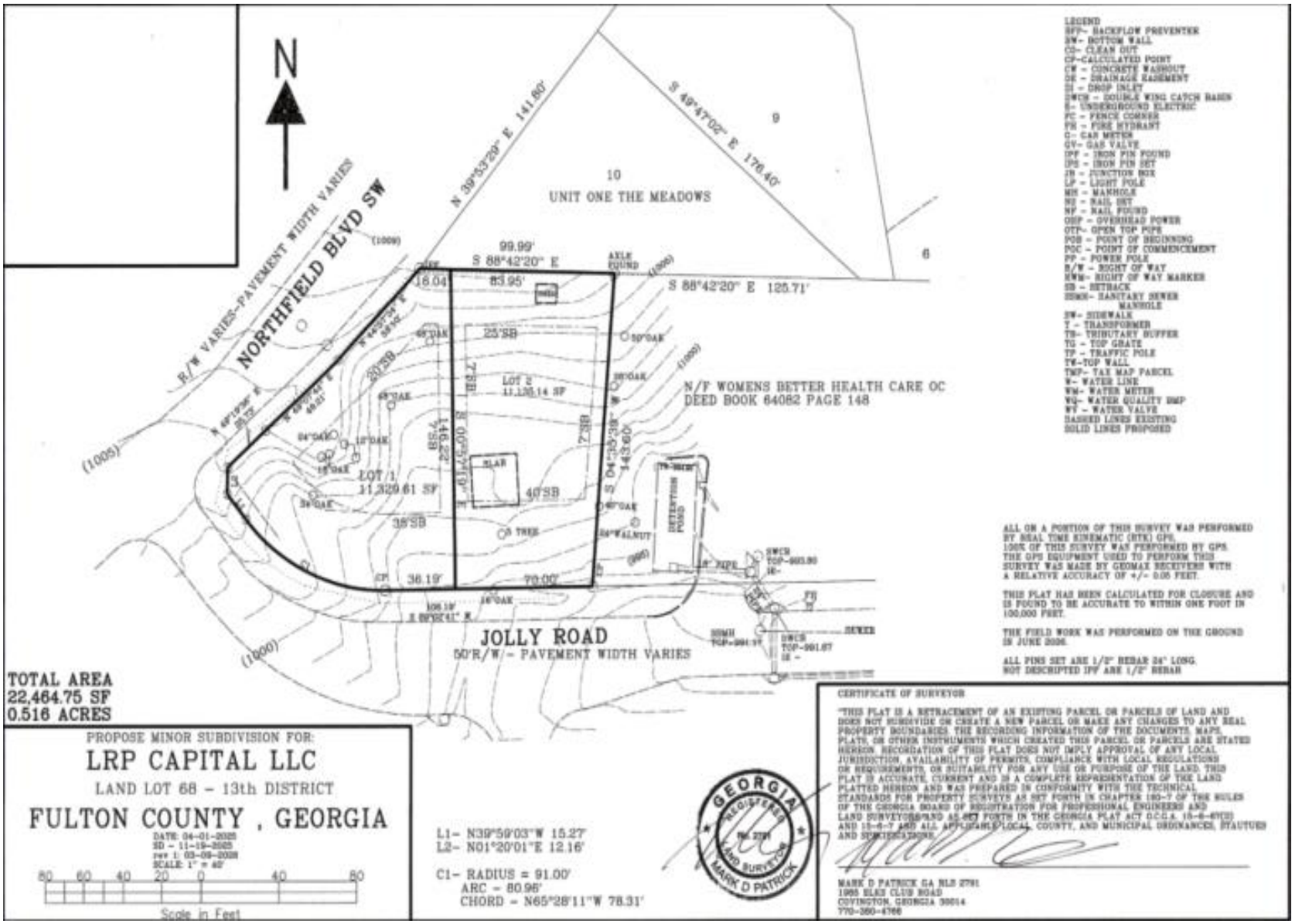
N
NORTHFIELD BLVD SW
R/W VARIES-PAVEMENT WIDTH VARIES
UNIT ONE THE MEADOWS
10
9
6
N 39°53'29" E 141.80'
S 49°47'02" E 176.40'
99.99'
S 88°42'20" E
AXLE FOUND
S 88°42'20" E 125.71'
18.04
83.95'
25'SB
LOT 2
11,135.14 SF
LOT 1
11,329.61 SF
40'SB
38'SB
S 04°39'38" E
143.60'
N/F WOMENS BETTER HEALTH CARE OC
DEED BOOK 64062 PAGE 148
DETENTION POND
SLAB
36.19'
70.00'
JOLLY ROAD
50'R/W - PAVEMENT WIDTH VARIES
(1005)
(1000)
(1009)
TOTAL AREA
22,464.75 SF
0.516 ACRES
PROPOSE MINOR SUBDIVISION FOR:
LRP CAPITAL LLC
LAND LOT 68 - 13th DISTRICT
FULTON COUNTY , GEORGIA
DATE: 04-01-2025
SD - 11-19-2025
rev 1: 03-09-2026
SCALE: 1" = 40'
80 60 40 20 0 40 80
Scale in Feet
L1- N39°59'03"W 15.27'
L2- N01°20'01"E 12.16'
C1- RADIUS = 91.00'
ARC - 80.96'
CHORD - N65°28'11"W 78.31'
GEORGIA
REGISTERED
LAND SURVEYOR
MARK D PATRICK
LEGEND
BFP- BACKFLOW PREVENTER
BW- BOTTOM WALL
CO- CLEAN OUT
CP-CALCULATED POINT
CW - CONCRETE WASHOUT
DE - DRAINAGE EASEMENT
DI - DROP INLET
DWCB - DOUBLE WING CATCH BASIN
E- UNDERGROUND ELECTRIC
FC - FENCE CORNER
FH - FIRE HYDRANT
G- GAS METER
GV- GAS VALVE
IPF - IRON PIN FOUND
IPS - IRON PIN SET
JB - JUNCTION BOX
LP - LIGHT POLE
MH - MANHOLE
NS - NAIL SET
NF - NAIL FOUND
OHP - OVERHEAD POWER
OTP- OPEN TOP PIPE
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PP - POWER POLE
R/W - RIGHT OF WAY
RWM- RIGHT OF WAY MARKER
SB - SETBACK
SSMH- SANITARY SEWER MANHOLE
SW- SIDEWALK
T - TRANSFORMER
TB- TRIBUTARY BUFFER
TG - TOP GRATE
TP - TRAFFIC POLE
TW-TOP WALL
TMP- TAX MAP PARCEL
W- WATER LINE
WM- WATER METER
WQ- WATER QUALITY BMP
WV - WATER VALVE
DASHED LINES EXISTING
SOLID LINES PROPOSED
ALL OR A PORTION OF THIS SURVEY WAS PERFORMED BY REAL TIME KINEMATIC (RTK) GPS. 100% OF THIS SURVEY WAS PERFORMED BY GPS. THE GPS EQUIPMENT USED TO PERFORM THIS SURVEY WAS MADE BY GEOMAX RECEIVERS WITH A RELATIVE ACCURACY OF +/- 0.05 FEET.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 100,000 FEET.
THE FIELD WORK WAS PERFORMED ON THE GROUND IN JUNE 2006.
ALL PINS SET ARE 1/2" REBAR 24" LONG.
NOT DESCRIPTED IPF ARE 1/2" REBAR
CERTIFICATE OF SURVEYOR
"THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THIS PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. THIS PLAT IS ACCURATE, CURRENT AND IS A COMPLETE REPRESENTATION OF THE LAND PLATTED HEREON AND WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67(B) AND 15-6-7 AND ALL APPLICABLE LOCAL, COUNTY, AND MUNICIPAL ORDINANCES, STATUTES AND SUBDIVISIONS.
MARK D PATRICK GA RLS 2791
1965 ELKS CLUB ROAD
COVINGTON, GEORGIA 30014
770-360-4766

REGIONAL LIVE-WORK

The Regional Live-Work category identifies mixed-use centers with a regional draw, including higher-density housing, major commercial anchors, office towers, hotels, and civic institutions. These areas function as activity hubs and are often located near major transportation nodes or corridors.

This designation supports vertical and horizontal mixed-use development, with active ground-floor uses and multi-story residential or office components. The goal is to foster walkability, reduce commute times, and enhance regional connectivity through transit and multimodal infrastructure.

- Zones: A, AL, TR, MIX, C-1, C-2, O-1, SH
- Density: Up to 25-50 units per acre for residential
- Primary Uses: High-density housing, regional retail, major employers, civic centers
- Open Space: 30% open space
- Design Features: Mixed-use buildings, structured parking, public plazas, transit access

Development and Design Strategies

1. Residential density of up to 25-50 units per acre, appropriate for high-density mixed-use districts.
2. Mixed-use minimum at 10-25% of gross floor area should be non-residential (e.g., retail, office, live/work).
3. Open spaces required at 100–150 sf total per unit, with at least 50% of units having a minimum of 60 sf of private open space (balcony/patio).
4. Live-work spaces need a 12-foot ground-floor ceiling minimum, direct street access, and separate from parking/storage zones.
5. Live-work space may count toward non-residential area mandates—typically capped at 10–50% of unit floor area.
6. Provide commercial tenant space of up to 100,000 sq ft maximum.
7. Parking to be located behind or beside buildings; not between building and street and shared parking agreements are encouraged. On-street parking is encouraged, especially on main commercial and retail corridors.

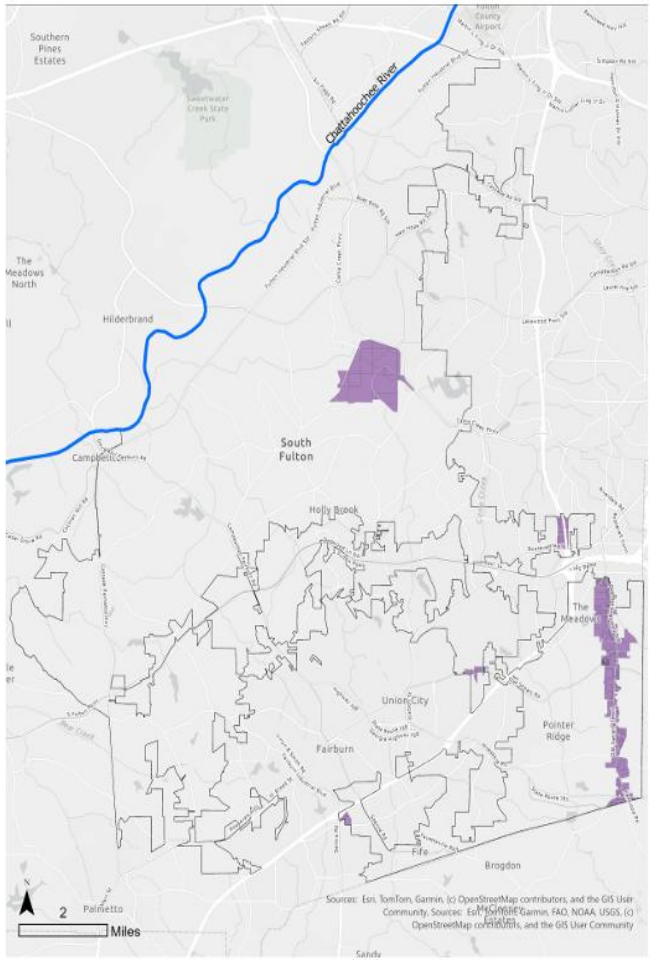

Image Caption: Regional Live-Work Category Map
Source: Sizemore Group

SUBURBAN II NEIGHBORHOOD

The Suburban II Neighborhood category represents transitional suburban areas with moderate-density single-family housing, often built within the last few decades. These neighborhoods have larger lots than urban cores but are more compact than rural settings. They may include limited attached housing, cul-de-sacs, and subdivisions with internal connectivity.

While these areas remain predominantly residential, supporting amenities like neighborhood schools, parks, or corner retail may be introduced to foster complete communities.

- Zones: R-3, R-3A, R-4, R-4A, R-5, R-5A, R-6, TR, MIX, NUP
- Density: Up to 8 units per acre
- Primary Uses: Detached homes, duplexes, small-scale civic uses
- Open Space: 30% open space

Development and Design Strategies

1. The category is intended for moderate-density residential development with a variety of housing types to provide transitional density between low-density suburbs and more urban neighborhoods.
2. Facilitate efficient use of infrastructure and reduce sprawl.
3. Permitted uses to include single-family detached homes, townhomes, duplexes, triplexes or quadplexes, low-scale multifamily (garden style apartments, cottage clusters), accessory dwelling units (ADUs), civic/institutional uses (e.g., parks, schools, churches), or limited neighborhood-scale commercial (e.g., home offices, live/work units).
4. Gross density of up to 8 dwelling units per acre, and may require cluster development to preserve open space. Keeping a minimum of 30% open space.
5. Internal street network recommended (limit cul-de-sac-only designs) with sidewalks on both sides of the street encouraged or required. Encourage multiple network opportunities connecting to collector and/or local streets to ensure options for mobility.
6. Bike paths or trails should be included in larger subdivisions with pedestrian connections to adjacent neighborhoods, schools, parks, and transit.
7. Low Impact Development (LID) practices are encouraged.
8. Garage placement and façade articulation standards may apply, with rear-loaded alleys encouraged in compact single-family or townhome developments.
9. Building materials and architectural design may be regulated for consistency.
10. Buffers (10–30 ft) required adjacent to lower-density residential or natural areas.

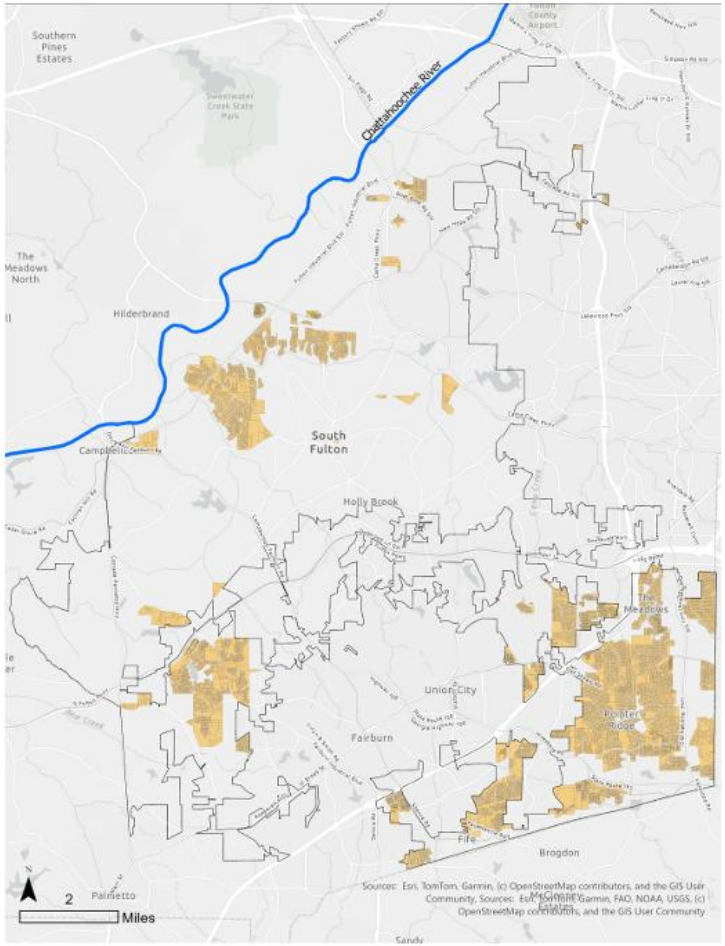

Image Caption: Suburban II Neighborhood Category Map
Source: Sizemore Group

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PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Taliya King Petition No. _____

Date: June 8th 2026

1. The following parties were notified of the requested rezoning/use permit:
Public parcipation notices were sent out for all residents who live within 1 mile radius from subject property

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)
June 8th at 6:30 pm located 5780 Old National Hwy, Atlanta GA 30349

3. The following issues and concerns were expressed:
Roof line of the home, to insure that driveway will be able to accommodate 2-4 cars.

4. The applicant's response to issues and concerns was as follows:
Thats not a big issue or request, something that is workable . Looking for a more traditional modern new build.

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

Attach additional sheets as needed.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Community Development & Regulatory Affairs	

REQUESTED ACTION

First Read of a Zoning Ordinance: Z26-015/U26-007: An application by Welcome Foods is requesting a rezoning from MIX (Mixed Use) to C-2 (General Commercial) along with a Special Use Permit (SUP) to develop a 5,000 square foot gas station/convenience store with fuel pumps and 1,800 square feet drive-thru restaurant on 2.13 acres at 4225 & 4165 Flat Shoals Road. City Council District: 4

Staff Recommendation:
Z26-015: Denial
U26-007: Denial

Planning Commission
Z26-015: Denial
U26-007: Denial

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Sara Kelly, Interim City Attorney — Date:

Sharon Subadan, City Manager — Date:

Corey Adams, City Clerk — Date:

OFFICE OF THE CITY MANAGER
SHARON D. SUBADAN, ICMA-CM, MPS, CPM
CITY MANAGER

COMMUNITY DEVELOPMENT& REGULATORY AFFAIRS
Reginald McClendon, J.D., AICP, CPM
Managing Director

HONORABLE MAYOR & CITY COUNCIL

CARMALITHA GUMBS
MAYOR

DR. CATHERINE F. ROWELL
DISTRICT 1

AARON JOHNSON
DISTRICT 2

TONI WRIGHT
DISTRICT 3

JACEEY SEBASTIAN
DISTRICT 4

KEOSHA B. BELL
DISTRICT 5

NATASHA WILLIAMS-BROWN
DISTRICT 6

LINDA BECQUER PRITCHETT
DISTRICT 7

TO: Planning Commission

FROM: Department of Community Development and Regulatory Affairs
Planning & Zoning Division

SUBJECT: **Z26-015/U26-007: 4165 & 4225 Flat Shoals Rd**

MEETING DATE: **July 15, 2026**

Welcome Foods is requesting a rezoning from MIX (Mixed Use) to C-2 (General Commercial) along with a Special Use Permit (SUP) to develop a 5,000 square foot gas station/convenience store with fuel pumps and 1,800 square feet drive-thru restaurant on 2.13 acres at 4225 & 4165 Flat Shoals Road (Parcel IDs: 09F230100840758 & 09F230100840741).

City Council District: 5

STAFF RECOMMENDATION: DENIAL

APPLICATION INFORMATION

Applicant Information:	Junaid Virani (Welcome Foods)
Status of Applicant:	Applicant
City Council District(s):	5
Parcel ID Number:	09F230100840758 & 09F230100840741
Area of Property:	2.13 acres
Existing Zoning:	MIX (Mixed Use)
Current/Past Use of the Property:	The property is currently vacant.
Prior Zoning Cases/History:	2000Z-101 & 2004Z-0121

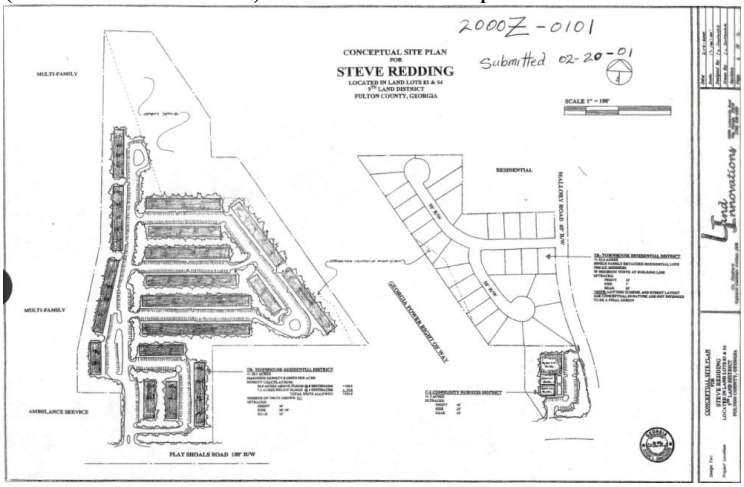
SPECIFIC INFORMATION

REQUEST

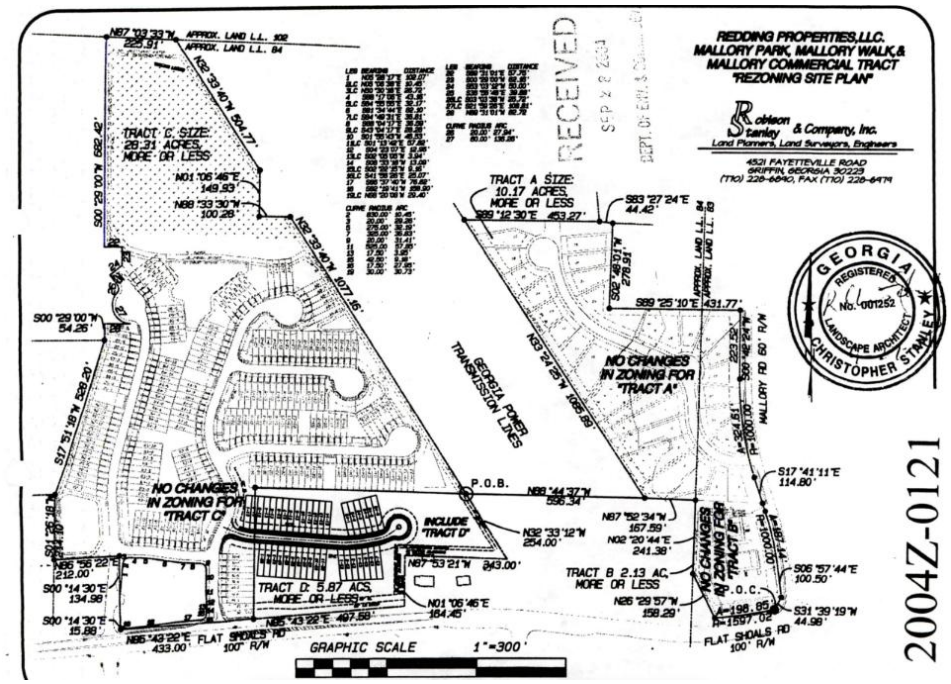
Junaid Virani (Welcome Foods) requesting to rezone to C-2 with a special use permit to develop a gas station/convenience store with fuel pumps.

BACKGROUND

This property was first rezoned MIX in 2000 for the development of no more than 211 townhomes, single family homes on the eastern tract, and a maximum density of 391 gross square feet per acre zoned or a total of 17,000 square feet of retail, service commercial, and/or office and accessory uses allowed in the C-2 (Commercial District). Below is the site plan attached to 2000 zoning case.



In 2004, this property was rezoned again to MIX with the number of townhomes being increased to 233 and the number of single-family homes being limited to 29. The commercial aspect for the most part stayed the same. Most importantly, for the tract being rezoned in this report, the 2004 site plan shows that the parcels were to stay the same as in the 2000 zoning case. The 2004 site plan is below. Tract B are the properties being rezoned with this report.



PROPERTY LOCATION

The property consists of 2.13 total acres located on the Northern side of Flat Shoals Road lying and being in Land Lot 83 & 84 of the 19th District in the City of South Fulton, Fulton County, Georgia. The property is located in Council District 5.

2026 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property has a future land use designation of Regional Live-Work as designated in the 2026 South Fulton Comprehensive Plan.

ADJACENT ZONING AND LAND USES

North: MIX (Mixed Use)
South: AG-1 (Agricultural District), MIX (Mixed Use) & R-5A (Single Family Residential District)
East: AG-1 (Agricultural District)
West: AG-1 (Agricultural District)

COMMUNITY AND PROPERTY OWNERS' NOTIFICATION/COMMENTS

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held on June 1st, 2026, at 6:00pm. The applicants presented their case and project to attendees.

Staff placed the required notice of public hearing in the South Fulton Neighbor on June 24th , 2026, to notify the public that Case Z26-015/U26-007 would be heard at the Planning Commission Meeting on July 15th, 2026, and at the City Council Public Hearing on August 11th, 2026.

The applicant placed a notification sign in front of the subject property on June 24th, 2026, to notify the surrounding community of the aforementioned hearing dates.

The Applicant was given the addresses within one mile of the subject property for the purposes of hosting their own community meeting.

APPLICABLE CODE REQUIREMENTS

Table 4-1 Area Regulations for Lots and Principal Buildings
Table 4-4 Minimum Landscape Strip and Buffer Requirements
ORD2026-009
Table 6-1 Minimum Off-Street Parking Spaces Required by Principal Use
Sec. 602.04. - Electric vehicle parking required.
Sec. 405.02. - Parking lot landscaping.

SITE MAPS

See attached.

Standard of review for proposed rezoning (City Code, Appendix C, Sec. 803.06):

1) The suitability of the subject property for the zoned purposes;

The proposed zoning classification is supported by the 2026 Comprehensive Plan.

2) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;

The current zoning of MIX (Mixed Use) does not diminish the unimproved property value as the zoning approval already allows for commercial and office uses on the subject lot.

3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;

The current zoning of MIX (Mixed Use) does not diminish the unimproved property value.

4) The relative gain to the public as compared to the hardship imposed upon the individual property owner;

The applicant is requesting to develop a 5,000 square foot gas station/convenience store with fuel pumps and 1,800 square feet drive-thru restaurant. The current zoning allows for 17,000 square feet of retail, service commercial, and/or office and accessory uses allowed in the C-2 (Commercial District). The property owner has a significant development allowance which would allow valuable retail and office space while the relative gain to the community is minimal as there are already fuel and fast-food offerings in the vicinity.

5) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property;

The parcel is part of a mixed use community in which the residential components of the community have already been constructed. The retail portion has remained undeveloped.

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

The zoning will permit a use that is suitable for development of adjacent and nearby properties because abutting properties are zoned and utilized as mixed use, residential, and agricultural. However the currently approved is also suitable.

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

The proposal will not adversely affect the use or usability of nearby property.

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

The property does have reasonable economic use as currently zoned.

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

The zoning proposal should not cause any excessive burdensome use of existing street, transportation facilities, utilities, or schools.

10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;

The zoning proposal is 2026 Comprehensive Plan. The property is located in the Regional Live-Work character 2026 Comprehensive Plan, which supports mixed use development, regional retail, and commercial anchors.

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

Staff is unaware of any existing or changing conditions affecting the use of the property.

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

The zoning proposal will not permit an environmentally adverse use.

Standard of review for proposed use permit (City Code, Appendix C, Sec. 803.06):

1) Is the proposed use consistent or inconsistent with the Comprehensive Plan?

The proposed use is consistent with the Comprehensive Plan. The Comprehensive Plan designates the property as Regional Live-Work, which supports major commercial anchors and mixed use development.

2) Is the proposed use consistent with the supplemental plans adopted by the City Council, such as/or revitalization or economic development plans?

Not to Staff's knowledge.

3) Is the proposed use compatible with the adjacent land uses and zoning districts?

The proposed use of a gas station may not be compatible with the adjacent land uses and zoning districts as the nearby properties are zoned agricultural, MIX (Mixed Use), and single-family residential district.

4) Does the proposed use violate local, state, and/or federal statues, ordinances, or regulations governing land development?

The proposed development is seeking a special use permit due to ORD2026-009, which states that a gas station shall be 1,000 feet away from a residential use and that no more than two gas stations shall exist within one and half miles of each other.

5)What is the effect of the proposed use on vehicular and pedestrian traffic flow and safety, along adjoining streets?

The zoning case for the property currently allows retail, service commercial, and/or office and accessory uses allowed in the C-2 (Commercial District) on these parcels. The vehicular and pedestrian traffic flow and safety should not be significantly affected by this development.

6) Is the screening adequate to protect adjacent uses from any negative impacts of the proposed use?

Zoning buffers and landscape strips surround the development to screen the gas station and drive-thru restaurant from the street and adjacent properties.

7) Can outdoor lighting be used so as to not interfere with surrounding uses?

Outdoor lighting must be consistent with that of commercial development and therefore would not interfere with surrounding uses. ORD2026-009 states that minimal impact lighting must in use for this development due to its proximity to residential uses.

8) Does ingress and egress to the property reduce negative impacts of the proposed use or enhance safety?

The property will be accessed by ingresses and egresses off of Mallory & Flat Shoals Road.

9) Will the number, size, and type of signs proposed for the site have any negative impact on traffic or surrounding property uses?

No signs are proposed at this time. However, when signs are proposed, they must follow the regulations in Section 701 of the City's zoning ordinance.

10) Is the off-street parking space adequate? Will they be properly located to reduce any negative impacts on surrounding property uses?

The applicant's site plan contains a 5, 000 square foot convenience store with a 4-pump fueling station and an attached 1,800 square foot restaurant with drive-thru service. Each of these uses has different calculations for their parking ratios. The convenience store with gas pumps and restaurant have a parking ratio of 10 parking spaces per 1,000 square feet. This proposed development only has 43 parking spaces instead of 68 spaces that are needed.

11) Does the use have sufficient space to operate its activities?

The subject property does have sufficient space to operate as a gas station. However, at this point and time, the development does not have enough parking spaces.

12) **Are there any negative environmental impacts which should be considered, for example, topography, special geological features, soil, water runoff, air pollution, water pollution or contamination, wetlands, etc?**

Due to the development's proximity to residential uses, the applicant submitted a complete environmental study.

13) Availability of other land suitable for proposed use and effect on balance of land uses;

The proposed use is less a mile away from 5 other gas stations (two of which are in the City of South Fulton.)

14) Effect on character of the neighborhood;

The current zoning case on the property allows for retail, service commercial, and/or office and accessory uses.

15) Effect on adjacent property;

The purposed use is supported by the Comprehensive Plan.

16) Economic use of current zoning;

The MIX (Mixed Use) zoning district has numerous allowed uses that support the economic viability of the subject property.

17) Other Conditions

This development must follow the guidelines in ORD2026-009.

PUBLIC PARTICIPATION

A public participation meeting was held on June 22 from 4-5pm at Gladys S. Dennard Library regarding this matter. Residents expressed concerns regarding traffic, public safety, truck parking, healthy food options, property values, local employment opportunities, and the overall impact of the proposed development. Additional questions were raised about the future restaurant, site design, and long-term operation of the property. The applicant explained the project, confirmed that there will be no overnight truck parking, outlining security and traffic improvements, and committing to healthier food options and local hiring. The applicant also emphasized their ongoing communication with the community and compliance with all City and GDOT requirements.

STAFF RECOMMENDATION

The applicant is proposing to rezone to C-2 from MIX with a special use permit to develop a 5,000 square foot convenience store with a 4-pump fueling station and an attached 1,800 square foot restaurant with drive-thru service. This development has ingress and egress off of Mallory and Flat Shoals Road. The site plan contains all of the proper landscape strips, zoning buffers, improvement setbacks, and building setbacks for the C-2 zoning classification. However, the applicant decided to calculate the parking for the development differently than how the City interprets it to be for the uses. The 1,800 square foot restaurant requires 18 parking spaces, and the convenience store with gas pumps requires 50 parking spaces, meaning that the development needs 68 parking spaces in total based on the zoning code's *Table 6-1 Minimum Off-Street Parking Spaces Required by Principal Use*. The applicant calculated parking for the convenience store with gas pumps as a retail store rather than a service station. A service station requires double the parking spaces that a retail store needs in the City of South Fulton.

In addition to the missing 25 parking spaces, the site plan is also missing the required parking landscape islands that shall be located at both ends of a parking bay, and also after every five parking spaces. Adding these landscape islands will probably further cut into the amount of parking that the development has.

The City requires that all "*new commercial, mixed use, multi-family, and industrial developments which exceed nine off-street parking spaces shall provide dedicated parking spaces for electric vehicles as follows: (1)At least one parking space for electric vehicles shall be provided in parking lots having 10—25 parking spaces; and(2)At least one parking space for electric vehicles shall be provided for each additional 25 parking spaces*." 2 parking spaces in this development need to be dedicated electric vehicle parking spots. These 2 spaces "*may be counted toward satisfying minimum off-street parking space requirements*."

The newly passed gas station ordinance, ORD2026-009, states that no more than two gas stations shall exist within one and half miles of each other and that gas stations shall not be located within 1,000 feet of a residential use. If a future gas station violates these guidelines, they will need to seek special use approval. This proposed gas station is less than mile from five gas stations (3 of which are in Union City.) This development is also adjacent to residential homes to the North. Due to this proximity to residential uses, a complete environmental study was required as well as a tree buffer of 35 feet and the installation of minimal impact lighting.

All future gas stations are required to have adequate signage in conformance to Section 701, a recurring paving plan for parking that shall be submitted every 5 years, and external cameras.

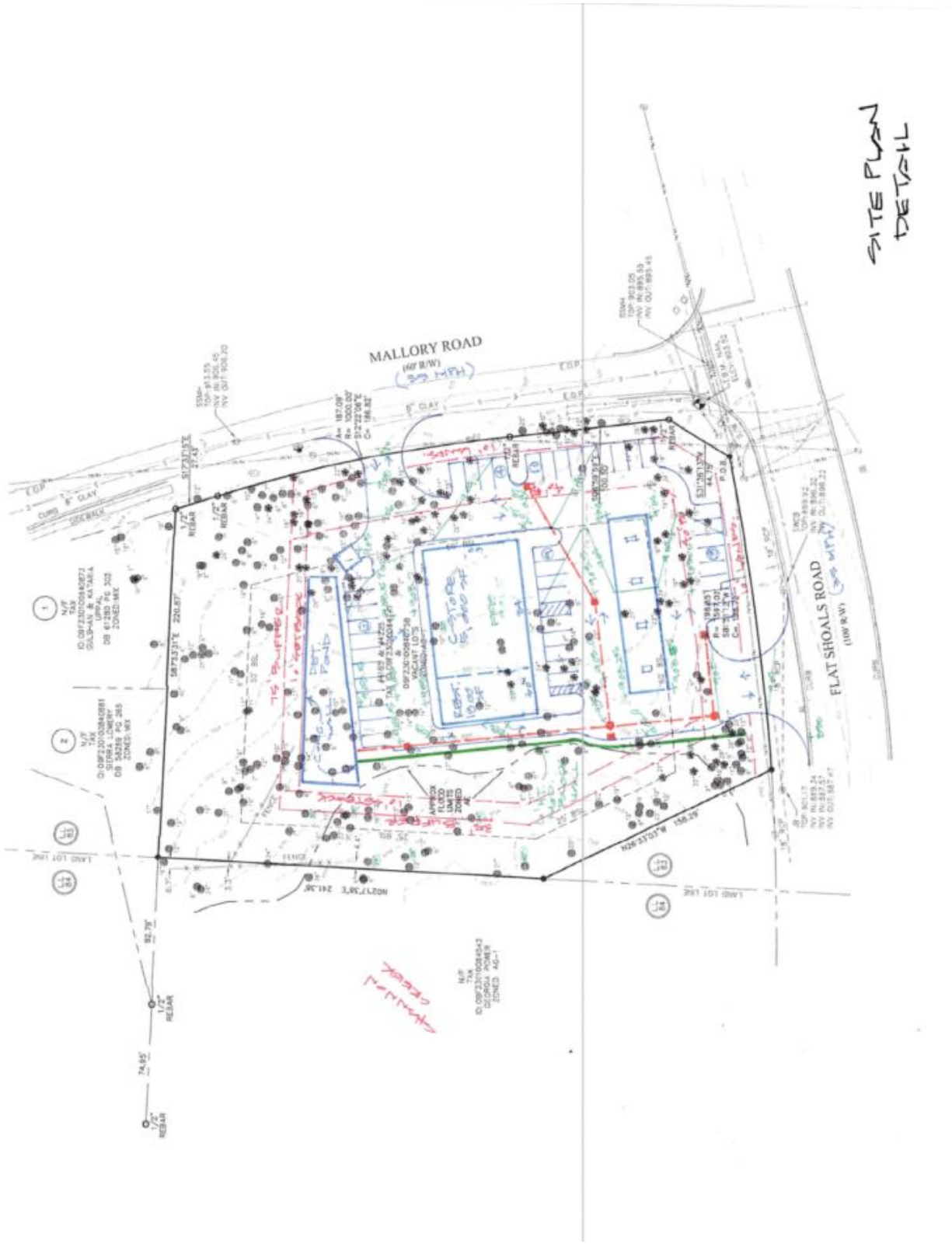
These lots have future land use designation of Regional Live-Work in 2026 Comprehensive Plan. This land use designation supports vertical and horizontal mixed-use development, higher-density housing, and major commercial anchors and these following zoning districts: A. AL, TR, MIX, C-1, C-2, O-I, and SH. Therefore, C-2 is a recommended zoning district for this future land use designation. However, currently, this development does not have the appropriate parking spaces and parking landscape islands.

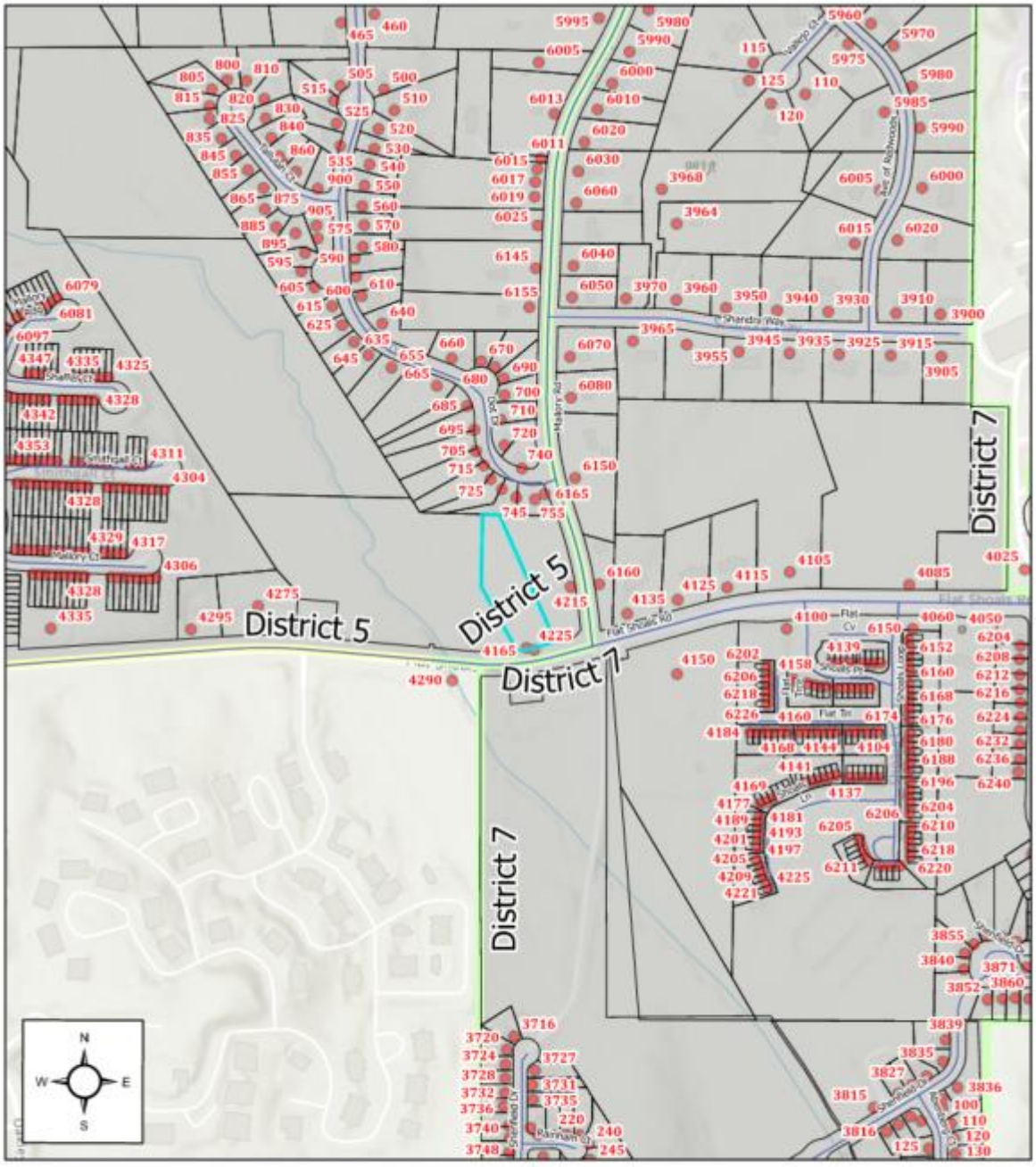
The originally approved plan was approved through a comprehensive public input process and the commercial component including retail, service commercial and office space was viewed as a proper companion to the residential uses. The current application represents a departure from that original approval.

Staff recommends **DENIAL** based on these factors.

PREPARED BY: Victoria Young, Senior Planner

REVIEWED BY: Reginald McClendon, Director, CDRA

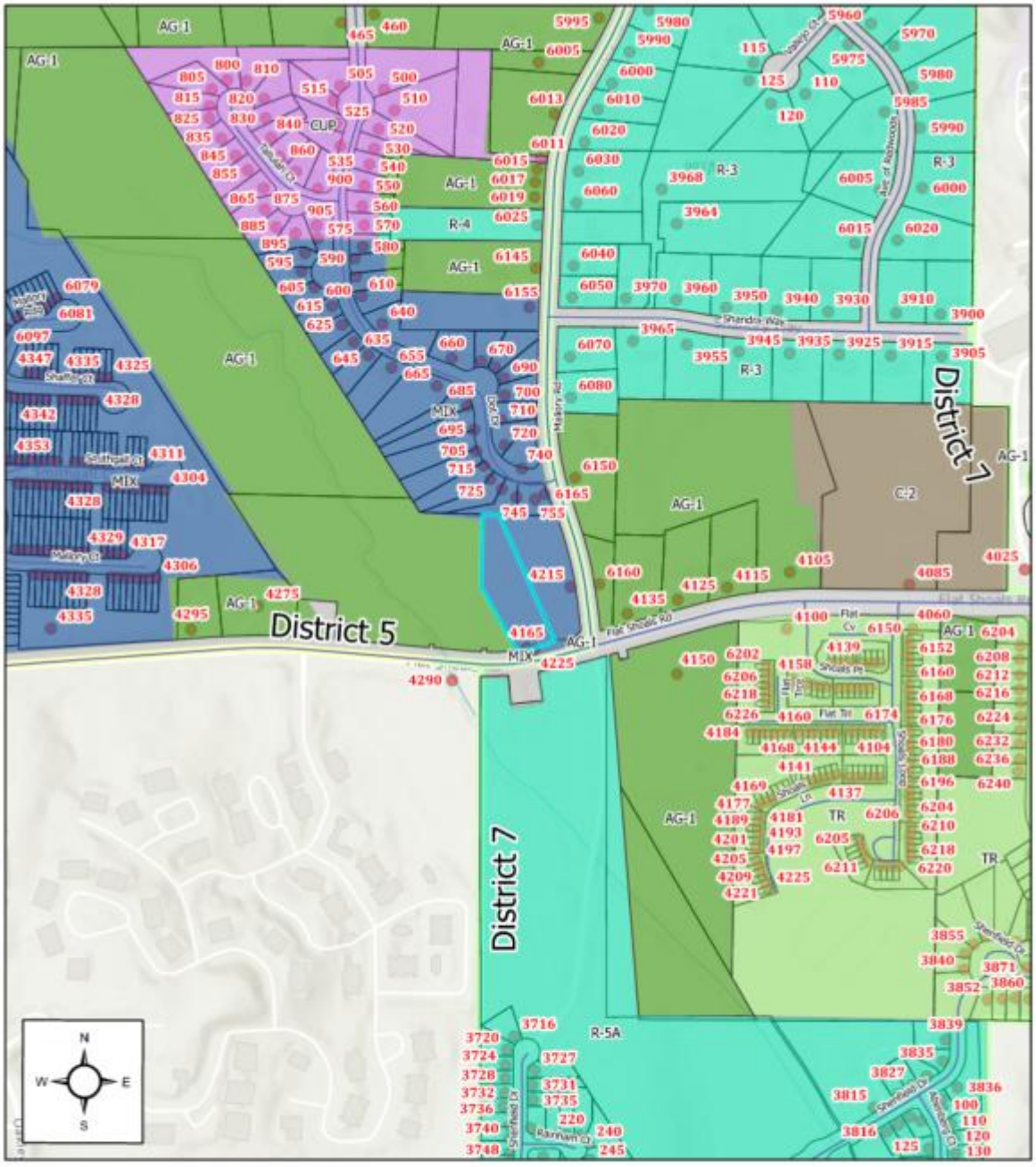

SITE PLAN DETAIL
MALLORY ROAD
FLAT SHOALS ROAD



4225 Flat Shoals Aerial

0 220 440 880 Feet

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



4225 Flat Shoals Zoning

0 220 440 880 Feet

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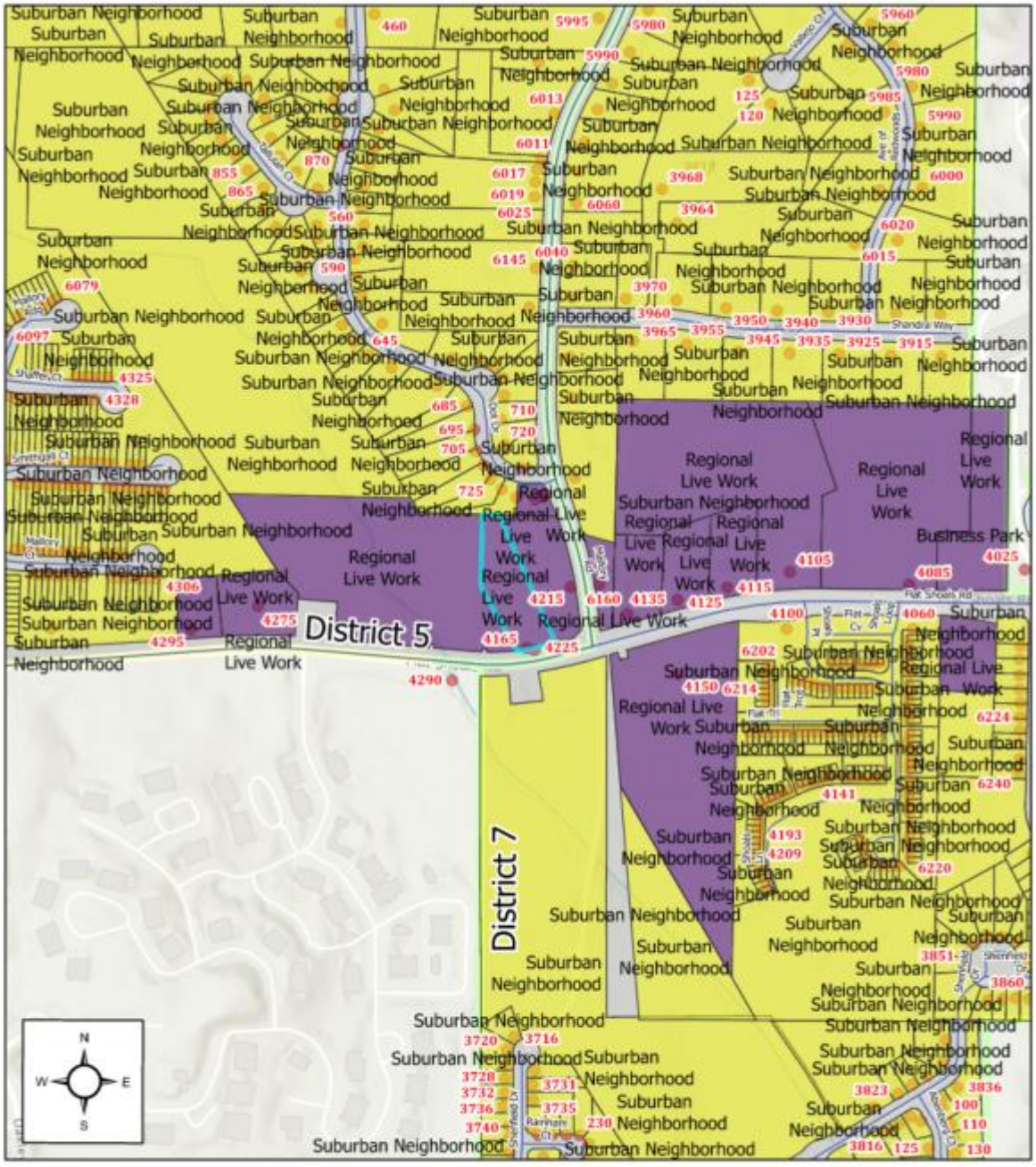

4225 Flat Shoals Future Land Use

0 220 440 880 Feet

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This designation supports vertical and horizontal mixed-use development, with active ground-floor uses and multi-story residential or office components. The goal is to foster walkability, reduce commute times, and enhance regional connectivity through transit and multimodal infrastructure.

- Zones: A, AL, TR, MIX, C-1, C-2, O-1, SH
- Density: Up to 25-50 units per acre for residential
- Primary Uses: High-density housing, regional retail, major employers, civic centers
- Open Space: 30% open space
- Design Features: Mixed-use buildings, structured parking, public plazas, transit access

Development and Design Strategies

1. Residential density of up to 25-50 units per acre, appropriate for high-density mixed-use districts.
2. Mixed-use minimum at 10-25% of gross floor area should be non-residential (e.g., retail, office, live/work).
3. Open spaces required at 100–150 sf total per unit, with at least 50% of units having a minimum of 60 sf of private open space (balcony/patio).
4. Live-work spaces need a 12-foot ground-floor ceiling minimum, direct street access, and separate from parking/storage zones.
5. Live-work space may count toward non-residential area mandates—typically capped at 10–50% of unit floor area.
6. Provide commercial tenant space of up to 100,000 sq ft maximum.
7. Parking to be located behind or beside buildings; not between building and street and shared parking agreements are encouraged. On-street parking is encouraged, especially on main commercial and retail corridors.

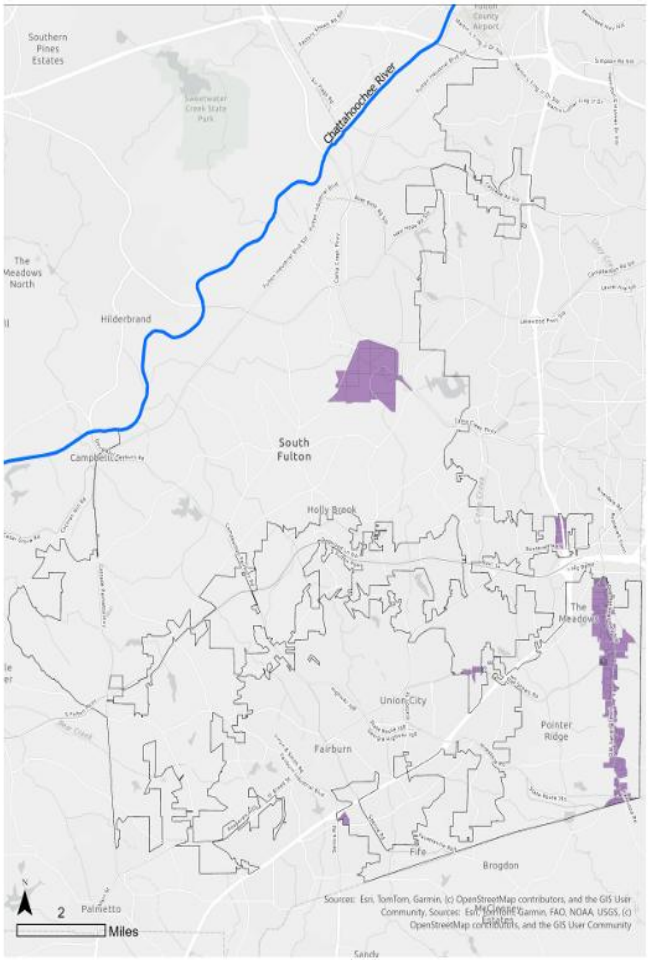

Image Caption: Regional Live-Work Category Map
Source: Sizemore Group

PUBLIC PARTICIPATION PLAN REPORT
FORM E

Applicant: Junaid Virani (Welcome Foods) Petition No. Z26-015-U26-007

Date: 07/02/2026

1. The following parties were notified of the requested rezoning/use permit:
Notification letters were mailed to the property owners using the mailing addresses provided by the City. In addition, notification emails were sent to the respective Mayor, City Council Members, and other designated officials using the official contact list provided by the City, in accordance with the City's public participation requirements.

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)
A Public Participation Meeting was held on June 22, 2026, from 4:00 PM to 5:00 PM, at Gladys S. Dennard Library at South Fulton. 4055 Flat Shoals Rd, Union City, GA 30291. The proposed development was presented, and residents were invited to ask questions, express concerns, and provide comments.

3. The following issues and concerns were expressed:
Residents expressed concerns regarding traffic, public safety, truck parking, healthy food options, property values, local employment opportunities, and the overall impact of the proposed development. Questions were also raised about the future restaurant, site design, and long-term operation of the property.

4. The applicant's response to issues and concerns was as follows:
The applicant addressed each concern by explaining the project, confirming there will be no overnight truck parking, outlining security and traffic improvements, and committing to healthier food options and local hiring. The applicant also emphasized ongoing communication with the community and compliance with all City and GDOT requirements.

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

Attach additional sheets as needed.

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 11, 2026	

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Community Development & Regulatory Affairs	

REQUESTED ACTION

First Read of a Zoning Ordinance: Case Z26-020: An Ordinance by the City of South Fulton City Council to rezone a portion of +/- 255.35 acres of property located at 0 Enon Road, 0 Vandiver Road Rear, 0 Merk Road, 0 Merk Road Rear, Tax Parcel Nos. portion of 14F0096LL0159 from R-4 (Single Family Dwelling) to TR (Townhouse Residential District), portion of 14F0103LL0093 from R-4 (Single Family Dwelling) and CUP (Community Unit Plan) to TR (Townhouse Residential District), portion of 14F0095LL0358 from CUP (Community Unit Plan) to TR (Townhouse Residential District), 14F0074LL0015 from AG-1 (Agriculture) to R-5 (Single Family Dwelling District), portion of 14F0074LL0023 from AG-1 (Agriculture) to R-5 (Single Family Dwelling District), and 14F0096LL0167 from R-4 (Single Family Dwelling) to R-5 (Single Family Dwelling District) and TR (Townhouse Residential District). City Council District 2.

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Sara Kelly, Interim City Attorney

Date:

Sharon Subadan, City Manager

Date:

Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2026-XXX**

A RESOLUTION FOR THE APPOINTMENT TO THE DOWNTOWN DEVELOPMENT AUTHORITY AND FOR OTHER LAWFUL PURPOSES

(**Sponsored by Councilmember Natasha Williams-Brown**)

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

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

WHEREAS, pursuant to O.C.G.A. § 36-42-1, et seq. (the "Downtown Development Authorities Law"), the City has established a development authority ("DDA") and provided for its composition; and

WHEREAS, the appointment to the DDA under the Downtown Development Authorities Law must be evidenced by Resolution; and

WHEREAS, pursuant to O.C.G.A. § 36-42-5, the City Council has previously activated the DDA by resolution; and

WHEREAS, this Resolution is intended to be consistent with state law and also in the best interest and welfare of the City, its businesses, visitors, and residents.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City hereby appoints the following member for a complete or remaining four (4) year term to the DDA Board of Directors consistent with O.C.G.A. § 36-42-6 (2):

Member	**Position**	**Term**	**Appointed by**
Benny Crane	6	09/22/06 - 09/22/26 (unexpired term)	N. Williams-Brown

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. All Resolutions and parts of Resolutions in conflict herewith are hereby expressly repealed.

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

[**Signature and Voting tabulations appear on the following page**]