



COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE

REGULAR COMMITTEE MEETING

~Agenda~

Atlanta City Hall
55 Trinity Avenue
Atlanta, GA 30303
<http://citycouncil.atlantaga.gov/>

CITY OF ATLANTA

Chairperson
The Honorable Jason Dozier

Jared Evans
(470) 714-6012
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Tuesday, November 15, 2022

1:30 PM

Committee Room 1

A. CALL TO ORDER

B. INTRODUCTION OF MEMBERS

C. ADOPTION OF AGENDA

D. APPROVAL OF MINUTES

E. PUBLIC COMMENT (3 minutes)

F. PRESENTATION(S)/REPORT(S)/UPDATE(S)

1. Atlanta Housing Quarterly Update
2. Atlanta Continuum of Care Quarterly Update
3. Atlanta Housing Commission

G. COMMUNICATION(S)

22-C-5174 (1) A COMMUNICATION FROM COUNCILMEMBERS JASON WINSTON, DISTRICT 1, AMIR R. FAROKHI, DISTRICT 2, BYRON AMOS, DISTRICT 3, JASON DOZIER, DISTRICT 4 AND MICHAEL JULIAN BOND, POST 1 AT-LARGE APPOINTING **MS. MIRACLE FLETCHER** TO SERVE AS A MEMBER OF THE HOUSING COMMISSION. THIS APPOINTMENT IS FOR A TERM OF TWO (2) YEARS.

22-C-5175 (2) A COMMUNICATION FROM COUNCILMEMBERS DUSTIN HILLIS, DISTRICT 9, ANDREA L. BOONE, DISTRICT 10, MARCI COLLIER OVERSTEET, DISTRICT 11, ANTONIO LEWIS, DISTRICT 12 AND KEISHA SEAN WAITES, POST 3 AT-LARGE APPOINTING **SGT. ISAAC THOMAS** TO SERVE AS A MEMBER OF THE ATLANTA COMMISSION ON VETERANS AFFAIRS. THIS APPOINTMENT IS FOR A TERM OF TWO (2) YEARS.

22-C-5176 (3) A COMMUNICATION FROM COUNCIL PRESIDENT DOUG SHIPMAN APPOINTING **MR. SERGIO MENDEZ** TO SERVE AS A MEMBER OF THE ATLANTA COMMISSION ON VETERANS AFFAIRS. THIS APPOINTMENT IS FOR A TERM OF TWO (2) YEARS.

CONSENT AGENDA

H. ORDINANCE(S) FOR FIRST READING

22-O-1846 (4) AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO AMEND THE 2021 ANNUAL ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN TO ACCEPT AN AWARD OF REALLOCATED EMERGENCY SOLUTIONS GRANT PROGRAM CARES ACT FUNDS FROM THE U. S. DEPARTMENT OF HOUSING

AND URBAN DEVELOPMENT; TO AMEND THE 2021 ANNUAL ACTION PLAN BUDGET TO ADD TO ANTICIPATIONS AND APPROPRIATIONS EMERGENCY SOLUTIONS GRANT PROGRAM CARES ACT (“ESG-CV”) FUNDING IN AN AMOUNT OF ONE MILLION SEVEN HUNDRED FIFTY THOUSAND ONE HUNDRED SIXTY-ONE DOLLARS AND TWENTY CENTS (\$1,750,161.20), FOR THE PURPOSES OF SUPPORTING HOMELESS ASSISTANCE AND HOMELESSNESS PREVENTION ACTIVITIES TO MITIGATE THE IMPACTS CREATED BY CORONAVIRUS PANDEMIC (COVID-19); AND FOR OTHER PURPOSES.

- 22-O-1847 (5) CDP-22-033 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 1202 WEST MARIETTA STREET FROM THE OFFICE-INSTITUTIONAL (O-I) LAND USE DESIGNATION TO THE MIXED USE MEDIUM DENSITY (MUMD) LAND USE DESIGNATION AND 1192 WEST MARIETTA STREET FROM THE MIXED USE (MU) LAND USE DESIGNATION TO THE MIXED USE MEDIUM DENSITY (MUMD) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-056) NPU-K COUNCIL DISTRICT 3
- 22-O-1848 (6) CDP-22-034 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 1060, 1070 AND 1080 RICE STREET NW FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-057) NPU-K COUNCIL DISTRICT 3
- 22-O-1849 (7) CDP-22-036 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 2535 GLENWOOD AVENUE SE FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-060) NPU-O COUNCIL DISTRICT 5
- 22-O-1850 (8) CDP-22-037 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 2866 MEMORIAL DRIVE SE FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE HIGH DENSITY RESIDENTIAL (HDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-061) NPU-O COUNCIL DISTRICT 5
- 22-O-1851 (9) CDP-22-038 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 930 MAULDIN STREET SE FROM THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION TO THE HIGH DENSITY RESIDENTIAL (HDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-067) NPU-N COUNCIL DISTRICT 5
- 22-O-1852 (10) CDP-22-040 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021

ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 597 AUBURN AVENUE NE FROM THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION TO THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-062) NPU-M COUNCIL DISTRICT 2

- 22-O-1853 (11) CDP-22-041 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 337 GEORGIA AVENUE SE FROM THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION TO THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-066) NPU-W COUNCIL DISTRICT 1
- 22-O-1854 (12) CDP-22-042 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 581 EDGEWOOD (REAR) SE FROM THE LOW DENSITY RESIDENTIAL (LDR) AND LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATIONS TO THE MIXED USE LAND USE DESIGNATION AND 21 CORNELIA STREET SE, 586 EZZARD STREET SE (PARCEL ID 14 00450004955), AND 0 EZZARD STREET (PARCEL ID 14 00450004093) FROM THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION TO THE MIXED USE LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-069) NPU-M COUNCIL DISTRICT 2
- 22-O-1855 (13) CDP-22-045 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE CERTAIN PROPERTIES ALONG CAMPBELLTON ROAD BETWEEN BUTNER ROAD SW AND THE CITY OF ATLANTA CITY LIMITS FROM VARIOUS LAND USE DESIGNATIONS TO VARIOUS LAND USE DESIGNATIONS TO IMPLEMENT CERTAIN RECOMMENDATIONS OF THE CAMPBELLTON-CASCADE CORRIDOR REDEVELOPMENT PLAN; AND FOR OTHER PURPOSES. (Z-22-071) NPU-P COUNCIL DISTRICT 11

REGULAR AGENDA

I. ORDINANCE(S) FOR SECOND READING

- 22-O-1814 (14) AN ORDINANCE BY COUNCILMEMBER MARCI COLLIER OVERSTREET AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION TO UTILIZE THE CITY OF ATLANTA TREE TRUST FUND AS THE SOURCE OF FUNDING FOR MANAGEMENT ACTIVITIES FOR PROPERTY DESIGNATED, IN PERPETUITY AS FOREST LAND, ON 178 ACRES OF REAL PROPERTY LOCATED AT 0 FAIRBURN RD SW, ATLANTA, GA, FULTON COUNTY TAX PARCEL ID NUMBERS 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0, FOR THE PROTECTION, MANAGEMENT AND REGENERATION OF TREES AND OTHER FOREST RESOURCES AS AUTHORIZED UNDER CITY CODE SECTION 158-66 (B); IN AN AMOUNT NOT TO EXCEED _____; TO BE PAID FROM THE TREE TRUST FUND USING THE FUND AND ACCOUNT INFORMATION LISTED HEREIN; AND FOR OTHER PURPOSES.
- 22-O-1815 (15) AN ORDINANCE BY COUNCILMEMBER MARCI COLLIER OVERSTREET

AUTHORIZING THE MAYOR OR HIS DESIGNEE, OR THE CHIEF PROCUREMENT OFFICER OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ACQUIRE FROM THE CONSERVATION FUND APPROXIMATELY 178 ACRES OF REAL PROPERTY LOCATED AT 0 FAIRBURN RD SW, ATLANTA, GA, FULTON COUNTY TAX PARCEL ID NUMBERS 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0, FOR THE PROTECTION, MAINTENANCE, AND REGENERATION OF TREES AND OTHER FOREST RESOURCES AS AUTHORIZED UNDER CITY CODE SECTION 158-66 (B); TO BE DESIGNATED IN PERPETUITY AS FORESTED LAND; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO ACQUIRE THE PROPERTY; AND AUTHORIZING ACQUISITION, DUE DILIGENCE, CLOSING COSTS, SIGNAGE, DEMOLITION, SITE SECURITY AND STABILIZATION, FENCING AND OTHER SITE DEVELOPMENT COSTS IN AN AMOUNT NOT TO EXCEED _____, TO BE PAID FROM THE TREE TRUST FUND USING THE FUND AND ACCOUNT INFORMATION LISTED HEREIN; WAIVING SECTION 2-1541 (D) OF THE PROCUREMENT AND REAL ESTATE CODE; AND FOR OTHER PURPOSES.

22-O-1829 (16) AN ORDINANCE BY COUNCILMEMBERS MICHAEL JULIAN BOND, JASON WINSTON, AMIR FAROKHI, BYRON D. AMOS, JASON DOZIER, LILIANA BAKHTIARA, ALEX WAN, HOWARD SHOOK, MARY NORWOOD, DUSTIN HILLIS, MARCI COLLIER OVERSTREET AND MATT WESTMORELAND TO AMEND THE ATLANTA CITY CODE PART II (GENERAL ORDINANCES), CHAPTER 158 (VEGETATION), ARTICLE II (TREE PROTECTION), TO MAKE SEVERAL UPDATES RELATED TO ORDINANCE ADMINISTRATION, TREE PLANTING AND PROTECTION AND USE OF TREE TRUST FUNDS; TO AMEND PART III - LAND DEVELOPMENT CODE, PART 15 - LAND SUBDIVISION ORDINANCE, SECTIONS 15-07.004; AND FOR OTHER PURPOSES.

22-O-1836 (17) AN ORDINANCE BY COUNCILMEMBER HOWARD SHOOK TO RENAME FRANKIE ALLEN PARK TO HISTORIC BAGLEY PARK AND NAME THE ATHLETIC FIELDS AS THE FRANKIE ALLEN FIELDS; AND FOR OTHER PURPOSES.

J. RESOLUTION(S)

22-R-4594 (18) A RESOLUTION BY COUNCILMEMBER ANDREA L. BOONE AUTHORIZING THE CITY OF ATLANTA TO DONATE AMERICAN RESCUE PLAN ACT FUNDS TO COMMUNITY FARMERS MARKETS, INC. (CFM), TO SUPPORT CFM'S FURTHER EXPANSION OF ITS FRESH MARTA MARKETS, WHICH WILL DIRECTLY COMBAT THE FOOD INSECURITY EFFECTS OF THE COVID-19 PANDEMIC, AS WELL AS CREATE LONG-TERM, POST-PANDEMIC INCREASED LOCAL COMMUNITY RESILIENCE AND FOOD ACCESS, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA'S CHARTER, IN A TOTAL AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00); AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO A DONATION AGREEMENT WITH CFM WHICH SHALL DETAIL THE ACTIONS OF CFM TO FURTHER THE DEVELOPMENT OF FRESH MARTA MARKETS; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO MAKE ALL PAYMENTS FROM THE ACCOUNTS LISTED HEREIN; AND FOR OTHER PURPOSES.

22-R-4595 (19) A RESOLUTION BY COUNCILMEMBERS ANDREA L. BOONE AND BYRON D. AMOS REQUESTING THE ATLANTA POLICE DEPARTMENT AND THE ATLANTA DEPARTMENT OF TRANSPORTATION TO CREATE A PROPOSAL TO ESTABLISH A PROCESS FOR STREET VENDING DURING THE 2026 FIFA WORLD CUP; AND

FOR OTHER PURPOSES.

- 22-R-4605 (20) A RESOLUTION BY COUNCILMEMBER JASON DOZIER AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (“EDA”) TO REMOVE ALL FEDERAL INTEREST ASSOCIATED WITH EDA AWARD NUMBER 043904038 CURRENTLY CAPITALIZING THE PHOENIX LOAN FUND; AMENDING RESOLUTION 22-R-3343 TO SET FORTH THE INTENT FOR THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA TO CONTINUE TO ADMINISTER THE PHOENIX LOAN FUND; AND FOR OTHER PURPOSES.
- 22-R-4606 (21) A RESOLUTION BY COUNCILMEMBER JASON DOZIER AUTHORIZING THE CITY OF ATLANTA TO DONATE AMERICAN RESCUE PLAN ACT FUNDS TO THE WEST ATLANTA WATERSHED ALLIANCE, INC. (WAWA), TO SUPPORT WAWA’S FURTHER DEVELOPMENT OF THE OUTDOOR ACTIVITY CENTER (OAC) AS A PUBLIC FOOD FOREST, WHICH WILL DIRECTLY COMBAT THE FOOD INSECURITY EFFECTS OF THE COVID-19 PANDEMIC, AS WELL AS CREATE LONG-TERM, POST-PANDEMIC INCREASED LOCAL COMMUNITY RESILIENCE, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA’S CHARTER, IN A TOTAL AMOUNT NOT TO EXCEED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$85,000.00); AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO A DONATION AGREEMENT WITH WAWA WHICH SHALL DETAIL THE ACTIONS OF WAWA TO FURTHER THE DEVELOPMENT OF THE OAC AS A PUBLIC FOOD FOREST; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO MAKE ALL PAYMENTS FROM THE ACCOUNTS LISTED HEREIN; AND FOR OTHER PURPOSES.
- 22-R-4607 (22) ****A RESOLUTION BY COUNCILMEMBERS JASON DOZIER, AMIR FAROKHI, BYRON D. AMOS, LILIANA BAKHTIARI, ALEX WAN, HOWARD SHOOK, MARY NORWOOD, DUSTIN HILLIS, ANDREA L. BOONE, MARCI COLLIER OVERSTREET, ANTONIO LEWIS, MICHAEL JULIAN BOND, MATT WESTMORELAND AND KEISHA SEAN WAITES REQUESTING THAT THE CITY OF ATLANTA DEVELOP A STRATEGY TO MARKET AFFORDABLE HOUSING PROJECTS TO ALL QUALIFYING CITY EMPLOYEES; AND FOR OTHER PURPOSES.
(This legislation is a dual referred item and will be forwarded to Finance/Executive Committee pending a Community Development/Human Services Committee recommendation)
- 22-R-4617 (23) ****A RESOLUTION BY COUNCILMEMBERS LILIANA BAKHTIARI, JASON DOZIER, MATT WESTMORELAND, ANDREA L. BOONE, ANTONIO LEWIS, JASON WINSTON, AMIR FAROKHI, MICHAEL JULIAN BOND, ALEX WAN, KEISHA SEAN WAITES, BRYON D. AMOS, HOWARD SHOOK AND DUSTIN HILLIS REQUESTING THAT A PROVISION BE INCLUDED IN THE FUNDING AGREEMENT FOR ANY RESIDENTIAL HOUSING DEVELOPMENT RECEIVING FINANCIAL INCENTIVES FROM THE CITY OF ATLANTA, PURSUANT TO WHICH HOUSING UNITS WOULD BE MADE AVAILABLE TO HOUSEHOLDS UTILIZING HOUSING CHOICE VOUCHERS AS A SOURCE OF INCOME, UNLESS THE PROJECT OTHERWISE RECEIVES RENTAL SUBSIDIES FROM THE ATLANTA HOUSING AUTHORITY D/B/A ATLANTA HOUSING; REQUESTING THAT THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA, ATLANTA BELTLINE, INC., THE FULTON COUNTY DEVELOPMENT AUTHORITY, AND THE

METRO ATLANTA RAPID TRANSIT AUTHORITY (MARTA), ADOPT POLICIES REQUIRING THAT A PROVISION BE INCLUDED IN THE FUNDING AGREEMENTS FOR ANY RESIDENTIAL HOUSING DEVELOPMENTS RECEIVING FINANCIAL INCENTIVES THEREFROM, PURSUANT TO WHICH HOUSING UNITS WOULD BE MADE AVAILABLE TO HOUSEHOLDS UTILIZING HOUSING CHOICE VOUCHERS AS A SOURCE OF INCOME, UNLESS THE PROJECT OTHERWISE RECEIVES RENTAL SUBSIDY FROM THE ATLANTA HOUSING AUTHORITY D/B/A ATLANTA HOUSING; AND FOR OTHER PURPOSES.

(This legislation is a dual referred item and will be forwarded to Finance/Executive Committee pending a Community Development/Human Services Committee recommendation)

22-R-4681 (24) A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO A HOME CAPITAL PROJECT AGREEMENT WITH OAKSATL COMMUNITY DEVELOPMENT INC. USING U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”) HOME INVESTMENT PARTNERSHIP PROGRAM (“HOME”) GRANT FUNDS IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED FORTY-EIGHT DOLLARS AND ZERO CENTS (\$421,848.00), FOR THE PURPOSE OF PROVIDING MIXED-USE NEW CONSTRUCTION FOR AFFORDABLE HOUSING AND RELATED DEVELOPMENT AT THE PROPERTY LOCATED AT 557 LINDSAY STREET NW ATLANTA, GEORGIA; AND FOR OTHER PURPOSES.

22-R-4682 (25) A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT WITH 111 MORELAND LLC USING U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”) HOME INVESTMENT PARTNERSHIP PROGRAM (“HOME”) GRANT FUNDS IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00), FOR THE PURPOSE OF PROVIDING DEMOLITION AND NEW CONSTRUCTION FOR AFFORDABLE HOUSING AND RELATED DEVELOPMENT AT THE PROPERTY LOCATED AT 111 MORELAND AVENUE SE ATLANTA, GEORGIA; AND FOR OTHER PURPOSES.

22-R-4683 (26) A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CABBAGETOWN INITIATIVE COMMUNITY DEVELOPMENT CORPORATION, INC.; AND FOR OTHER PURPOSES.

22-R-4684 (27) A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO A CONTRACTUAL AGREEMENT, ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION, WITH KISSBERG/PARKER-FRY, JV., LICHTY COMMERCIAL CONSTRUCTION, INC., AND SOCO CONTRACTING COMPANY, INC., UNDER THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PROGRAM IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00), FOR ADA IMPROVEMENTS AND PLAYGROUNDS PROJECTS; AND FOR OTHER PURPOSES.

K. DUAL REFERRED ITEM(S)

22-R-4598 (28) ****A RESOLUTION BY COUNCILMEMBER ANTONIO LEWIS, KEISHA SEAN

WAITES AND JASON WINSTON WAIVING AND RELEASING THE OUTSTANDING LIEN IN THE AMOUNT OF EIGHTY-SIX THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS AND FIVE CENTS (\$ 86,187.05), ON APPROXIMATELY 3.65 ACRES OF REAL PROPERTY LOCATED AT 3724 FORREST PARK ROAD, ATLANTA, GEORGIA (FULTON COUNTY TAX PARCEL ID NUMBER 14-0001-LL-056-3) (THE "PROPERTY"), FOR THE PURPOSE OF TRANSFER OF THE PROPERTY TO THE CITY OF ATLANTA TO BE DEDICATED FOR A PUBLIC PARK, AS IS PERMITTED UNDER CITY OF ATLANTA CODE OF ORDINANCES PART III – LAND DEVELOPMENT CODE, APPENDIX E (ATLANTA HOUSING CODE OF 1987), ARTICLE V (JUDICIAL IN REM), SECTION 56 (H) (LIEN WAIVER AND RELEASE); AND FOR OTHER PURPOSES.

(This legislation is a dual referred item and will be forwarded to Community Development/Human Services Committee pending a Public Safety and Legal Administration Committee recommendation)

- 22-R-3861 (29) ****A RESOLUTION BY COUNCILMEMBERS LILIANA BAKHTIARI, MICHAEL JULIAN BOND, MATT WESTMORELAND, KEISHA SEAN WAITES, JASON WINSTON, AMIR FAROKHI, BYRON D. AMOS, JASON DOZIER, ALEX WAN, HOWARD SHOOK, DUSTIN HILLIS, ANDREA L. BOONE AND MARCI COLLIER OVERSTREET TO ESTABLISH A STAKEHOLDER COMMITTEE TO PROVIDE VITAL STAKEHOLDER INPUT ON THE FORMATION OF A PARTNERSHIP WITH POLICING ALTERNATIVES & DIVERSION INITIATIVE (PAD) AND OTHER PARTNERS IN THE CREATION OF AN INTAKE CENTER AT SELENA S. BUTLER RECREATION CENTER TO SERVE AS A PLACE OF RESPITE WHERE THE UNHOUSED IN THE COMMUNITY AND OTHERS IN NEED OF SERVICES CAN RECEIVE SHORT-TERM CARE NAVIGATION, STABILIZING SUPPORTS, AND WARM REFERRALS TO OTHER SERVICE PROVIDERS; AND FOR OTHER PURPOSES.
- (This legislation is a dual referred item and will be forwarded to Community Development/Human Services Committee pending a Public Safety and Legal Administration Committee recommendation) ►(Held 6/27/22 at the request of the sponsor)*

L. PAPER(S) HELD IN COMMITTEE

- 22-O-1038 (30) CDP-20-006 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE A PORTION OF THE PROPERTY LOCATED AT 1576 DONALD LEE HOLLOWELL PARKWAY FROM THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION TO THE MIXED USE-MEDIUM DENSITY (MUMD) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-20-005) NPU-J COUNCIL DISTRICT 9
►(Held 1/25/22 by the committee for the CDP Public Hearing and to follow companion legislation)
- 22-O-1045 (31) CDP-21-053 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 570 FLAT SHOALS AVENUE SE FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-21-077) NPU-W COUNCIL DISTRICT 5
►(Held 1/25/22 by the committee for the CDP Public Hearing and to follow

companion legislation)

- 22-O-1049 (32) CDP-21-061 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 2590 WATKINS STREET NW FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-21-105) NPU-G COUNCIL DISTRICT 9
▶(Held 1/25/22 by the committee for the CDP Public Hearing and to follow companion legislation)
- 22-O-1143 (33) CDP-21-066 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 131 LESLIE STREET SE FROM THE SINGLE FAMILY RESIDENTIAL LAND USE DESIGNATION TO THE MIXED USE LOW DENSITY (MULD) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-21-111) NPU-O COUNCIL DISTRICT 5
▶(Held 3/15/22 by the committee for further review)
- 22-O-1239 (34) ****AN ORDINANCE BY COUNCILMEMBERS MICHAEL JULIAN BOND, BYRON D. AMOS, ANTONIO LEWIS, DUSTIN HILLIS, HOWARD SHOOK, LILIANA BAKHTIARI, JASON WINSTON, AMIR FAROKHI, JASON DOZIER, MARCI COLLIER OVERSTREET, MATT WESTMORELAND AND KEISHA SEAN WAITES AS AMENDED BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE CITY OF ATLANTA TO PARTNER WITH HELLOFRESH AND THE POST 1 AT-LARGE COUNCILMEMBER TO DONATE TEN THOUSAND FOUR HUNDRED NINETY DOLLARS AND ZERO CENTS (\$10,490.00), TO THEIR CITYWIDE INITIATIVES, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA CHARTER; AUTHORIZING THE MAYOR OR HIS DESIGNEE, AND/OR THE CHIEF FINANCIAL OFFICER TO EXECUTE ANY DOCUMENTS OR DONATION AGREEMENTS NECESSARY TO EFFECTUATE THIS DONATION; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO CHARGE TO AND PAY THE DONATION AUTHORIZED HEREBY FROM THE ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.
(*This legislation is a dual referred item and will be forwarded to Finance/Executive Committee pending a Community Development/Human Services Committee recommendation*) ▶(Held 3/29/22 by the committee per code Section 2-133(e) - Items of legislation resulting in a tie vote, 3 yeas 3 nays)
- 22-O-1324 (35) AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO ADOPT THE FREEDOM PARK MASTER PLAN 2021, TO BE INCLUDED IN THE CITY OF ATLANTA 2021 COMPREHENSIVE DEVELOPMENT PLAN (CDP); AND FOR OTHER PURPOSES.
▶(Held 5/10/22 by the committee to receive Exhibit A and for the 3rd Quarter CDP Public Hearing scheduled for 9/7/22)
- 22-C-5083 (36) A COMMUNICATION FROM COUNCILMEMBER ALEX WAN, DISTRICT 6, APPOINTING MR. WILLIAM BAKER TO SERVE AS A MEMBER OF THE PEDESTRIAN AND BICYCLE PLANNING COMMISSION.
▶(Held 5/24/22 by the committee to allow the appointee an opportunity to appear before the committee)

- 22-O-1400 (37) AN ORDINANCE BY COUNCILMEMBERS ANDREA L. BOONE, AMIR FAROKHI, ANTONIO LEWIS, DUSTIN HILLIS, JASON DOZIER, JASON WINSTON, MARCI COLLIER OVERSTREET AND MICHAEL JULIAN BOND TO AMEND CHAPTER 110 PARKS AND RECREATION, ARTICLE III, DIVISION 1 OF THE CITY OF ATLANTA CODE OF ORDINANCES, TO INCLUDE SUBSECTIONS 110-78 AND 110-79 TO REQUIRE WATER VESSELS TO BE USED IN THE EVENT OF A HEAT-RELATED EMERGENCY AND REQUIRE TRAINING IN HEAT ILLNESS PREVENTION; AND FOR OTHER PURPOSES.
►(Held 5/24/22 at the request of the department for additional information and further review)
- 22-O-1508 (38) AN ORDINANCE BY COUNCILMEMBER MICHAEL JULIAN BOND TO AMEND PART III (CODE OF ORDINANCES-LAND DEVELOPMENT CODE), APPENDIX A (BUILDING CODE AMENDMENTS), CHAPTER 1 (ADMINISTRATION), TO AMEND SECTION 104.8 TO CLARIFY AND AFFIRM THE DIRECTOR OF THE OFFICE OF BUILDING'S AUTHORITY AS THE CITY'S CHIEF BUILDING OFFICIAL TO REVOKE CERTIFICATES OF OCCUPANCY FOR VIOLATIONS OF THE BUILDING CODE AND VIOLATIONS OF OTHER LAND DEVELOPMENT CODES AND REGULATIONS; AND FOR OTHER PURPOSES.
►(Held 6/28/22 by the committee for additional information and further review)
- 22-O-1666 (39) AN ORDINANCE BY COUNCILMEMBER ALEX WAN TO AMEND THE LAND USE ELEMENT OF THE 2016 CITY OF ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO DESIGNATE PROPERTY AT 923 SPRINGDALE ROAD, NE ATLANTA, GEORGIA 30306 TO THE SINGLE-FAMILY RESIDENTIAL LAND USE DESIGNATION; AND FOR OTHER PURPOSES.
►(Held 8/23/22 by the committee for a CDP Public Hearing and to travel with Companion legislation, 22-O-1664 and 22-O-1665)
- 22-O-1655 (40) CDP-22-026 A SUBSTITUTE ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 706 AND 708 MCDONOUGH BOULEVARD SE FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-036).
►(Held 9/13/22 by the committee to travel with Zoning companion)
- 22-O-1658 (41) CDP-22-030 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 2285 ALVIN DRIVE NW FROM THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-043) NPU-G COUNCIL DISTRICT 9
►(Held 9/13/22 by the committee for a CDP Public Hearing scheduled for 9/7/22 and to travel with Zoning companion legislation)
- 22-O-1659 (42) CDP-22-031 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 3460 AND 3470 CASCADE ROAD SW

FROM THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION TO THE MIXED USE MEDIUM DENSITY (MUMD) AND OFFICE-INSTITUTIONAL (O-I) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-045) NPU-I COUNCIL DISTRICT 11

►(Held 9/13/22 by the committee for a CDP Public Hearing scheduled for 9/7/22 and to travel with Zoning companion legislation)

22-R-4246 (43) A RESOLUTION BY COUNCILMEMBER MARY NORWOOD REQUESTING THE MAYOR OR HIS DESIGNEE, INCLUDING THE COMMISSIONER OF THE DEPARTMENT OF CITY PLANNING, NOTIFY COUNCILMEMBERS OF DEMOLITION APPLICATIONS IN THEIR DISTRICTS; AND FOR OTHER PURPOSES.

►(Held 9/13/22 at the request of the author)

22-R-4428 (44) A RESOLUTION BY COUNCILMEMBERS MICHAEL JULIAN BOND AND MARY NORWOOD ESTABLISHING A WELLSTAR HOSPITAL STUDY GROUP TASKED WITH DEVELOPING AND MAKING RECOMMENDATIONS ON THE USE OF THE LOCATION AS A CENTER FOR EQUITY; AND FOR OTHER PURPOSES.

(Held 10/11/22 by the committee for further review and additional information, 1 abstention)

M. WALK-IN LEGISLATION

N. REQUESTED ITEM(S)

6.14.2022

1. Councilmember Bakhtiari requested a map of all Atlanta Housing land within District 5, and a map for each Council District showing all Atlanta Housing land, Housing Choice Vouchers, and Section 8 Vouchers was agreed upon during discussion.
2. Councilmember Amos asked Commissioner Dargle, Department of Parks and Recreation, to provide additional information on wiring the Cascade Springs Nature Preserve for security cameras installation. (22-R-3713)

6/28/22

3. Councilmember Bond asked United Way for more specific information about how many people applied vs how many were assisted; and, how does United Way ensure responsive and helpful staff responses to the telephone questions about accessing assistance.
4. Councilmember Bakhtiari asked for Parks and Recreation to provide figures on the cost of constructing public restroom facilities.

7/12/22

5. Councilmember Bond asked City Planning to provide a metrics for City owned property marked for affordable housing and to include a detailed synopsis of the use of the properties, with the next quarterly presentation. Councilmember Bond also asked that they look at possible usage for the fifty (50) plus vacant school properties that the city owns.
6. Councilmember Hillis asked City Planning to provide an additional metric, related to complaints regarding how many stop-work orders have resulted in citations or summons, to the CDHS committee by Friday, July 15, 2022. *Councilmember Hillis requested that this additional metric be included in all future quarterly update presentation from the department.*
7. Councilmember Dozier asked City Planning to develop a process to educate the public on the NPU

process and it's functionality. Leah LaRue with Department of City Planning, gave a presentation on neighborhood planning units best practices at the 9/27/22 committee meeting.

8. Councilmember Bakhtiari asked City Planning to provide a list of the number of affordable housing units, single and multi-family, being built under sixty percent (60%) AMI
9. Councilmember Bakhtiari asked that the Department of Finance provide information to the committee on the time it takes for a small business to receive a permit.
10. Councilmember Bakhtiari asked Invest Atlanta to provide information on the turn-around for overseeing the budgeted amount in each council district for small businesses.

9/27/22

11. Councilmember Dozier asked Atlanta BeltLine, Inc, CEO Clyde Higgs to provide information about the Georgia Department of Transportation permitting required to create access points to the BeltLine along Ralph David Abernathy Boulevard.
12. Councilmember Dozier asked John Seydel, Director of Sustainability, to implement a sustainability education campaign for neighborhoods and communities in Atlanta.

10/11/22

13. Councilmember Bakhtiari asked Melody Echols with WorkSource Atlanta to provide a breakdown of all applicants per Council Districts. (information from presentation slide #xx)
14. Councilmember Bakhtiari asked Melody Echols to provide detailed information for community outreach in each Council District

10/25/22

13. Councilmember Hillis asked the Department of City Planning to provide the current vacancy rate.

Reports due to Council

1. 22-R-3641: IGA for Affordable Housing Study (Office of the Mayor, Atlanta Housing, Invest Atlanta & others; Due: 12/3/22)
2. 22-R-3857: Park Rangers Feasibility Study (Office of the Mayor; Due: 8/19/22)
3. 22-R-4028: Legacy Business Programs Feasibility Study (Office of the Mayor; Due: 8/15/23)
4. 22-R-4176: Expand Summer Youth Employment Program (Office of the Mayor; Due: 12/5/22)
5. 22-R-4433: Justice 40 Oversight Commission (Oversight Commission; Due: 10/17/23)

O. GENERAL REMARK(S)

P. ADJOURNMENT

A COMMUNICATION FROM COUNCILMEMBERS JASON WINSTON, DISTRICT 1, AMIR R. FAROKHI, DISTRICT 2, BYRON AMOS, DISTRICT 3, JASON DOZIER, DISTRICT 4 AND MICHAEL JULIAN BOND, POST 1 AT-LARGE APPOINTING MS. MIRACLE FLETCHER TO SERVE AS A MEMBER OF THE HOUSING COMMISSION. THIS APPOINTMENT IS FOR A TERM OF TWO (2) YEARS.

Workflow List:

Shawn Brown	Completed	10/31/2022 10:03 AM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

11/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AND COMMITTEE ON COUNCIL WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/15/2022 1:30 PM
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22-C-5174

A COMMUNICATION FROM COUNCILMEMBERS JASON WINSTON, DISTRICT 1, AMIR R. FAROKHI, DISTRICT 2, BYRON AMOS, DISTRICT 3, JASON DOZIER, DISTRICT 4 AND MICHAEL JULIAN BOND, POST 1 AT-LARGE APPOINTING MS. MIRACLE FLETCHER TO SERVE AS A MEMBER OF THE HOUSING COMMISSION. THIS APPOINTMENT IS FOR A TERM OF TWO (2) YEARS.

Certified by Presiding Officer	Certified by Clerk

22-C-5174

A COMMUNICATION FROM COUNCILMEMBERS JASON WINSTON, DISTRICT 1, AMIR R. FAROKHI, DISTRICT 2, BYRON AMOS, DISTRICT 3, JASON DOZIER, DISTRICT 4 AND MICHAEL JULIAN BOND, POST 1 AT-LARGE APPOINTING MS. MIRACLE FLETCHER TO SERVE AS A MEMBER OF THE HOUSING COMMISSION. THIS APPOINTMENT IS FOR A TERM OF TWO (2) YEARS.

October 12, 2022

President Doug Shipman &
Members of the Atlanta City Council
55 Trinity Avenue, Suite 2900
Atlanta, Georgia 30303

Re: Housing Commission Appointment

Dear President Shipman and All Members of Council,

It is with great pleasure that we nominate Ms. Miracle Fletcher to the Housing Commission. A resident of Vine City, Miracle has served as a leader in the fields of education and mental health. She is an advocate for her neighbors and is actively involved in the community. We are confident that her desire to improve the community and engage with our City will make her an excellent fit for this post.

Sincerely,

Michael J. Bond
Atlanta City Council
Post 1 At-Large

Jason Winston
Atlanta City Council
District 1

Amir R. Farokhi
Atlanta City Council
District 2

22-C-5174

Last Updated: 10/31/22

Page 4 of 6

Byron
Atlanta
District


D.
City

Amos
Council
3

Jason
Atlanta
District 4


S.
City

Dozier
Council


Byron D. Amos, Councilmember, District 3


Jason H. Winston, Councilmember, District 1


Amir R. Farokhi, Councilmember, District 2


Jason Bozier, Councilmember, District 4


Michael Julian Bond, Councilmember, Post 1 At Large



ATLANTA CITY COUNCIL

BYRON D. AMOS
COUNCILMEMBER DISTRICT 3

55 TRINITY AVENUE, S.W.
CITY HALL, SUITE 2900
ATLANTA, GEORGIA 30303
(404) 330-6046

October 12, 2022

President Doug Shipman &
Members of the Atlanta City Council
55 Trinity Avenue, Suite 2900
Atlanta, Georgia 30303

Re: Housing Commission Appointment

Dear President Shipman and All Members of Council,

It is with great pleasure that we nominate Ms. Miracle Fletcher to the Housing Commission. A resident of Vine City, Miracle has served as a leader in the fields of education and mental health. She is an advocate for her neighbors and is actively involved in the community. We are confident that her desire to improve the community and engage with our City will make her an excellent fit for this post.

Sincerely,

Michael J. Bond
Atlanta City Council
Post 1 At-Large

Jason Winston
Atlanta City Council
District 1

Amir R. Farokhi
Atlanta City Council
District 2

Byron D. Amos
Atlanta City Council
District 3

Jason S. Dozier
Atlanta City Council
District 4

Attachment: Miracle Fletcher Biography

My name is Miracle Fletcher. I'm the mother of two children, a daughter aged 17, an early graduate this year and a son aged 15. I was born and raised in Atlanta, Georgia. My career background has been Education and Mental Health Support but, I'm an organizer and advocate by nature. Service is a fundamental part of who I am. Growing up in Atlanta from Mechanicsville, Pittsburgh, and Vine City I understand the purpose behind advocating because I have seen firsthand the effects that a lack of knowledge, resources, and a positive mindset can have on minorities, especially black people with an emphasis on women of color. I started off volunteering at Jefferson Street shelter at the Soup Kitchen and assisting my parents with running a Food Ministry with partnerships with Otis Spukmyer, Kroger, and Publix with our church family. Life has not been picture-perfect for me. I've experienced homelessness, domestic violence, a rare Cancer diagnosis and racism leading to wrongful incarceration. All of these experiences have given me the courage to surpass my limits unknowingly and the boldness that allows me to stand in truth to advocate for effective positive and inclusive changes for all. The ability to face adversities and overcome barriers gives me the passion to continue standing up against inequality. In 2019 I and some other tenants of Trestle Tree started a Tenants Association to call attention to the mistreatment through harassment and retaliation from our leasing managers. Since the establishment of Trestletree United Tenants Association. I'm a part of the Tenant Working Group with HJL which has been successful in creating and lobbying for The Tenants Bill of Rights that is now Legislative Law for the city of Atlanta. I'm actively involved with the Housing Justice League, former DSA Steering Committed member, NLIH member, GEEARS Ambassador, Thrive Ambassador, Georgia ACT member and Client Advisory Board member for Partners For Homes. I have organized several Juneteenth Celebrations partnering with Saint Phillips AME Church and community nonprofits and small black businesses to provide onsite Covid and HIV testing, free food, free clothes, black-owned vendors, free community resources, political education, and voters' rights. I have hosted Tenants Rights Trainings and Workshops for low income families connecting them to job opportunities, mental health service, educational support, financial literacy and basic needs assessments. The adversities I've faced in my personal life witnessing first hand the disadvantages that people of color and low income families encounter has fueled my passion for Advocacy.

A COMMUNICATION FROM COUNCILMEMBERS DUSTIN HILLIS, DISTRICT 9, ANDREA L. BOONE, DISTRICT 10, MARCI COLLIER OVERSTEET, DISTRICT 11, ANTONIO LEWIS, DISTRICT 12 AND KEISHA SEAN WAITES, POST 3 AT-LARGE APPOINTING SGT. ISAAC THOMAS TO SERVE AS A MEMBER OF THE ATLANTA COMMISSION ON VETERANS AFFAIRS. THIS APPOINTMENT IS FOR A TERM OF TWO (2) YEARS.

Workflow List:

Shawn Brown	Completed	10/31/2022 9:42 AM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

11/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AND COMMITTEE ON COUNCIL WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/15/2022 1:30 PM
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22-C-5175

A COMMUNICATION FROM COUNCILMEMBERS DUSTIN HILLIS, DISTRICT 9, ANDREA L. BOONE, DISTRICT 10, MARCI COLLIER OVERSTEET, DISTRICT 11, ANTONIO LEWIS, DISTRICT 12 AND KEISHA SEAN WAITES, POST 3 AT-LARGE APPOINTING SGT. ISAAC THOMAS TO SERVE AS A MEMBER OF THE ATLANTA COMMISSION ON VETERANS AFFAIRS. THIS APPOINTMENT IS FOR A TERM OF TWO (2) YEARS.

Certified by Presiding Officer	Certified by Clerk

22-C-5175

A COMMUNICATION FROM COUNCILMEMBERS DUSTIN HILLIS, DISTRICT 9, ANDREA L. BOONE, DISTRICT 10, MARCI COLLIER OVERSTEET, DISTRICT 11, ANTONIO LEWIS, DISTRICT 12 AND KEISHA SEAN WAITES, POST 3 AT-LARGE APPOINTING SGT. ISAAC THOMAS TO SERVE AS A MEMBER OF THE ATLANTA COMMISSION ON VETERANS AFFAIRS. THIS APPOINTMENT IS FOR A TERM OF TWO (2) YEARS.

September 30, 2022

Council President Doug Shipman

Atlanta City Council

55 Trinity Ave. SW
Atlanta, GA 30303

Dear Council President Shipman:

We are pleased to submit the name of Sgt. Isaac Thomas for the appointment to the Atlanta Commission on Veterans Affairs.

Sgt. Isaac Thomas is a native of Atlanta, Georgia. Sgt. Thomas is a graduate of Henry McNeal Turner High School. Upon graduation he enlisted into The United States Marine Corps. During his military career Sgt. Thomas participated in numerous tours around the world and became a highly respected and decorated leader. Sgt. Thomas is a member of various military organizations such as the National Montford Point Marine Association, The American Legion and Disabled American Veterans (DAV).

Sgt. Thomas and his wife, Lillie Ann have been married since October 9, 1970. They have two children and three grandchildren. Sgt. Thomas served as a prominent Taekwondo business owner/instructor in Atlanta for many years. He continues to serve as a productive and active member of his community.

We are confident that Sgt. Thomas will lend a constructive voice to the Commission.

His biography and BACE form are attached for review and consideration.

Sincerely,

Last Updated: 11/9/22

22-C-5175
Page 4 of 6

Dustin Hillis, District 9

Andrea Boone, District 10

Marci Collier Overstreet, District 11

Antonio Lewis, District 12

Keisha Sean Waites, Post 3 At-Large

Mari Cole Overstreet

Mari Cole Overstreet, Councilmember, District 11

Dusan Linn

Dusan Linn, Councilmember, District 9

Andrea L. Boone

Andrea L. Boone, Councilmember, District 10

Antonio Lewis

Antonio Lewis, Councilmember, District 11

Kerisa Sean Waites

Kerisa Sean Waites, Councilmember, Post 3 At Large



CITY OF ATLANTA

MARCI COLLIER OVERSTREET
Councilmember, District 11

ATLANTA CITY COUNCIL
55 Trinity Ave., SW
Suite 2900
Atlanta, Georgia 30303
(404) 330-6054

September 30, 2022

Council President Doug Shipman

Atlanta City Council

55 Trinity Ave. SW

Atlanta, GA 30303

Dear Council President Shipman:

We are pleased to submit the name of Sgt. Isaac Thomas for the appointment to the Atlanta Commission on Veterans Affairs.

Sgt. Isaac Thomas is a native of Atlanta, Georgia. Sgt. Thomas is a graduate of Henry McNeal Turner High School. Upon graduation he enlisted into The United States Marine Corps. During his military career Sgt. Thomas participated in numerous tours around the world and became a highly respected and decorated leader. Sgt. Thomas is a member of various military organizations such as the National Montford Point Marine Association, The American Legion and Disabled American Veterans (DAV).

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We are confident that Sgt. Thomas will lend a constructive voice to the Commission.

His biography and BACE form are attached for review and consideration.

Sincerely,

Marci Collier Overstreet, District 11

Keisha Sean Waites, Post 3 At Large

Dustin Hillis, District 9

Andrea Boone, District 10

Antonio Lewis, District 12

Attachment: Appointment Letter - Veterans Affairs - Isaac Thomas (22-C-5175 : Appointment of Sgt. Isaac Thomas to Atlanta Commission on

SGT. ISAAC THOMAS (USMC)

Sgt. Isaac Thomas is a native of Atlanta, Georgia. Born July 30, 1949 to the parents of Isaiah and Betsy Frances (Wilkerson) Thomas. A 1967 graduate of Henry McNeal Turner High School where he participated in football, track and field (Captain) and soccer. Upon graduation in May 1967 Sgt. Thomas enlisted into The United States Marine Corps in August 2, 1967 beginning active duty 1 November 1967.

MILITARY ASSIGNMENTS:

- (1) MCRD . PARRIS ISLAND, SC . PLATOON 3067. HONOR GRADUATE. 5 JANUARY 1968.
- (2) INFANTRY TRAINING REGIMENT (ITR) CAMP GEIGER, NC. JANUARY-FEBRUARY 1968
- (3) FIELD RADIO OPERATORS COURSE (VROC 9) SAN DIEGO, CA. FEBRUARY- JUNE 1968
- (4) BATTALION LANDING TEAM 3/6 (MED 3-68) JULY- DECEMBER 1968.(MALTA, GREECE, ITALY, TURKEY, SPAIN, SARDINIA)
- (5) FLEET MARINE FORCE WEST PACIFIC (VIETNAM) COMPANY "C" 1ST. BN. 1ST. MARINES (VIETNAM) FORWARD AIR CONTROLLER. 2 MARCH 1969-13 FEBRUARY 1970 (OKINAWA, THAILAND)
- (6) MARINE CORPS AIR STATION (EL TORO, CA.)
- (7) BATTALION LANDING TEAM 3/8 (CARIB 3-70)
(PUERTO RICO, CUBA, ST. CROIX, ST.MAARTEN,ST.

EUSTATIUS, PANAMA (JUNGLE WARFARE SCHOOL),VENEZUELA)

29 OCTOBER 1971 RELEASED FROM ACTIVE DUTY.

(8) 10 NOVEMBER 1979 ACTIVE RESERVE :COMPANY "L" 3RD BN. 23RD MARINES . INFANTRY SQUAD LEADER.(MOUNTAIN WARFARE TRAINING SCHOOL (1980).(INFANTRY SQUAD TACTICS TRAINING CAMP LEJEUNE, NC (1981).

(9) JANUARY 1982 JOIN INACTIVE RESERVE.

MILITARY AWARDS:

(1) VIETNAMESE CROSS OF GALLANTRY (2) VIETNAMESE CIVIL ACTION RIBBON (3)VIETNAMESE SERVICE MEDAL (4) VIETNAMESE CAMPAIGN (5) GOOD CONDUCT (6) NATIONAL DEFENSE SERVICE (7) PRESIDENTIAL UNIT CITATION (8) COMBAT ACTION RIBBON. (9) RIFLE MARKSMAN

MILITARY ORGANIZATIONS:

(1) NATIONAL MONTFORD POINT MARINE ASSOCIATION (2) AMERICAN LEGION: POST 160-SMYRNA, GA. (3) DISABLED AMERICAN VETERANS (DAV)

PERSONAL INFORMATION:

SGT. THOMAS AND HIS WIFE, LIIIE ANN HAVE BEEN MARRIED SINCE 9 OCTOBER 1970. THEY HAVE TWO CHILDREN. A DAUGHTER, CHIQUITA AND GRANDSON , CHASE. A SON BRIAN AND HIS WIFE DR. KEILA (BROWN) THOMAS MD. AND THEIR SONS (BRYCE AND MYLES).

SGT. THOMAS WAS THE INSTUCTOR AND OWNER OF ATLANTA TAEKWONDO ACADEMY, INC. HE WAS RECENTLY (14 JUNE 2019) PROMOTED TO THE RANK OF 8th DEGREE BLACK BELT (GRANDMASTER).

A COMMUNICATION FROM COUNCIL PRESIDENT DOUG SHIPMAN APPOINTING MR. SERGIO MENDEZ TO SERVE AS A MEMBER OF THE ATLANTA COMMISSION ON VETERANS AFFAIRS. THIS APPOINTMENT IS FOR A TERM OF TWO (2) YEARS.

Workflow List:

Shawn Brown	Completed	10/31/2022 9:28 AM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

11/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AND COMMITTEE ON COUNCIL WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/15/2022 1:30 PM
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22-C-5176

A COMMUNICATION FROM COUNCIL PRESIDENT DOUG SHIPMAN APPOINTING MR. SERGIO MENDEZ TO SERVE AS A MEMBER OF THE ATLANTA COMMISSION ON VETERANS AFFAIRS. THIS APPOINTMENT IS FOR A TERM OF TWO (2) YEARS.

Certified by Presiding Officer	Certified by Clerk

22-C-5176

**A COMMUNICATION FROM COUNCIL PRESIDENT DOUG SHIPMAN
APPOINTING MR. SERGIO MENDEZ TO SERVE AS A MEMBER OF THE
ATLANTA COMMISSION ON VETERANS AFFAIRS. THIS APPOINTMENT IS
FOR A TERM OF TWO (2) YEARS.**

October 25, 2022

Mr. Foris Webb, III, Municipal Clerk

All Members of Council

Atlanta City Hall

55 Trinity Avenue, SW

Atlanta,

Georgia

30303

RE: Appointment - Commission on Veterans Affairs

It is my pleasure to appoint Mr. Sergio Mendez to the Commission on Veterans Affairs. Mr. Mendez has bravely served our country as a member of the U.S. Army and continues to serve in the U.S. Army Reserves. He brings both a strong educational and professional background in political science, leadership, and communications which I believe will be of great value to this commission.

This appointment is for a term of two years. Mr. Mendez's resume is attached for your review and I look forward to his substantive contributions in support of Atlanta's military population and their families.

Sincerely,

Doug Shipman


Doug Shipman, Council President



ATLANTA CITY COUNCIL

DOUG SHIPMAN
PRESIDENT

55 TRINITY AVENUE, S.W.
SECOND FLOOR EAST
ATLANTA, GEORGIA 30303
DIRECT (404) 330-6052
FAX (404) 739-9240
E-MAIL DSHIPMAN@ATLANTAGA.GOV

October 25, 2022

Mr. Foris Webb, III, Municipal Clerk
All Members of Council
Atlanta City Hall
55 Trinity Avenue, SW
Atlanta, Georgia 30303

RE: Appointment – Commission on Veterans Affairs

It is my pleasure to appoint Mr. Sergio Mendez to the Commission on Veterans Affairs. Mr. Mendez has bravely served our country as a member of the U.S. Army and continues to serve in the U.S. Army Reserves. He brings both a strong educational and professional background in political science, leadership, and communications which I believe will be of great value to this commission.

This appointment is for a term of two years. Mr. Mendez's resume is attached for your review and I look forward to his substantive contributions in support of Atlanta's military population and their families.

Sincerely,

Doug Shipman

SERGIO MENDEZ

EXPERIENCE

GRANT & COMMUNICATIONS ADMINISTRATOR / LATINO COMMUNITY FUND GEORGIA. MAY 2019 –

Manage the entire grant-making and scholarship process, including creating, communicating, technical assistance, review, payment, and reporting.

Work with the Executive Director and advocacy team on talking points, advocacy, and civic participation strategies.

Liaise with the Delivering on the Dream collaborative.

Lead the drafting of policy papers and other statements.

Support advocacy and member organizations.

ANALYST & LINGUIST, ARMY / NSA. JAN 2013 – JAN 2018 ANALYST & LINGUIST, ARMY RESERVES / NSA / DOJ. FEB 2018 –

Single and team research, analysis, and drafting reports on intelligence.

Translation and quality control of translated material in Arabic, Spanish, and French.

Team leader (Sergeant) guaranteeing dissemination of communications and organization of unit activities.

Language mentor tasked with assisting and ensuring soldiers are language complaint.

Written and verbal counselings for team members concerning accomplishments, standards, shortcomings, and remediations.

VOLUNTEER WORK

Volunteer, Team RWB - Enrich the lives of veterans.

Volunteer, The Mission Continues - Organize volunteer service in local communities.

Volunteer, Latino Linq - Support the Latino LGBTQ community in Georgia.

Social Chair, Student Veterans of America - Support student veterans.

EDUCATION

Augusta University, Augusta, Georgia – Political Science, B.A., 2018

Defense Language Institute, Monterey, California – Modern Standard Arabic Diploma with High Honors 2015 & Arabic Studies, A.A., 2017

Army NCO Academy, Fort Stewart, Georgia – Leadership Course, Honor Graduate, 2016

22-O-1846

AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO AMEND THE 2021 ANNUAL ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN TO ACCEPT AN AWARD OF REALLOCATED EMERGENCY SOLUTIONS GRANT PROGRAM CARES ACT FUNDS FROM THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; TO AMEND THE 2021 ANNUAL ACTION PLAN BUDGET TO ADD TO ANTICIPATIONS AND APPROPRIATIONS EMERGENCY SOLUTIONS GRANT PROGRAM CARES ACT (“ESG-CV”) FUNDING IN AN AMOUNT OF ONE MILLION SEVEN HUNDRED FIFTY THOUSAND ONE HUNDRED SIXTY-ONE DOLLARS AND TWENTY CENTS (\$1,750,161.20), FOR THE PURPOSES OF SUPPORTING HOMELESS ASSISTANCE AND HOMELESSNESS PREVENTION ACTIVITIES TO MITIGATE THE IMPACTS CREATED BY CORONAVIRUS PANDEMIC (COVID-19); AND FOR OTHER PURPOSES.

Whereas, the Coronavirus Aid Relief, and Economic Security Act (“CARES Act”) provides \$4 billion to prevent, prepare for, and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus under the Emergency Solutions Grants program administered through the U.S. Department of Housing and Urban Development (“HUD”); and

Whereas, the City of Atlanta ("City") is an entitlement grantee of HUD funding under the Emergency Solutions Grant Program CARES Act (“ESG-CV”) grant; and

Whereas, the City received notice from HUD on September 20, 2022, that the City was awarded a reallocated ESG-CV grant in an amount of One Million Seven Hundred Fifty Thousand One Hundred Sixty-One Dollars and Twenty Cents (\$1,750,161.20), such Funding Approval/ Agreement is attached hereto as Attachment 1; and

Whereas, the City desires to use these reallocated ESG-CV funds to provide continuous social services to respond to the coronavirus pandemic (COVID-19) among individuals and families who are experiencing homelessness or receiving homeless assistance and for prevention activities to mitigate the impacts of COVID-19; and

Whereas, in order to receive the reallocated ESG-CV grant funds, the City is required to amend its 2021 Annual Action Plan (AAP), which sets forth the City's intended distribution of the Entitlement Grants amongst service providers and how the distribution is consistent with the City's 2020-2024 Consolidated Plan; and

Whereas, the Mayor and the Commissioner of the Department of Grants and Community Development recommend that the 2021 Annual Action Plan of the 2020-2024 Consolidated Plan be amended to anticipate and appropriate the reallocated ESG-CV grant funds in the amount of One Million Seven Hundred Fifty Thousand One Hundred Sixty-One Dollars And Twenty Cents (\$1,750,161.20).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1. That the 2021 Annual Action Plan of the 2020-2024 Consolidated Plan be and hereby is amended to accept the reallocated Emergency Solutions Grant Program CARES Act (ESG-CV) funds from the U.S. Department of Housing and Urban Development and to amend the 2021 Annual Action Plan Budget to anticipate and appropriate the reallocated ESG-CV grant funding in the amount of One Million, Seven Hundred Fifty Thousand, One Hundred Sixty-One Dollars and Twenty Cents. (\$1,750,161.20).

SECTION 2. That the Chief Financial Officer be and is hereby authorized to create all necessary funds and project numbers to support the reallocated ESG-CV grant received from the U.S. Department of Housing and Urban Development.

SECTION 3. That the City Attorney is directed to prepare all appropriate documents for execution by the Mayor or his designee.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1846

AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO AMEND THE 2021 ANNUAL ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN TO ACCEPT AN AWARD OF REALLOCATED EMERGENCY SOLUTIONS GRANT PROGRAM CARES ACT FUNDS FROM THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; TO AMEND THE 2021 ANNUAL ACTION PLAN BUDGET TO ADD TO ANTICIPATIONS AND APPROPRIATIONS EMERGENCY SOLUTIONS GRANT PROGRAM CARES ACT (“ESG-CV”) FUNDING IN AN AMOUNT OF ONE MILLION SEVEN HUNDRED FIFTY THOUSAND ONE HUNDRED SIXTY-ONE DOLLARS AND TWENTY CENTS (\$1,750,161.20), FOR THE PURPOSES OF SUPPORTING HOMELESS ASSISTANCE AND HOMELESSNESS PREVENTION ACTIVITIES TO MITIGATE THE IMPACTS CREATED BY CORONAVIRUS PANDEMIC (COVID-19); AND FOR OTHER PURPOSES.

Workflow List:

Deborah Lonon	Completed	10/24/2022 12:19 PM
Karen Edwards	Completed	10/25/2022 10:18 AM
Finance	Completed	10/28/2022 1:12 PM
Atlanta Information Management (AIM)	Skipped	10/28/2022 5:07 PM
Procurement	Completed	11/02/2022 1:01 PM
Jaideep Majumdar	Completed	11/02/2022 6:21 PM
Mayor's Office	Completed	11/03/2022 11:43 AM
Office of Research and Policy Analysis	Completed	11/09/2022 1:58 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

ATTACHMENT 1


Funding Approval/Agreement

Emergency Solutions Grants Program – CARES Act Funding
 Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
 42 U.S.C. 11371 et seq., and the CARES Act, Public Law 116-136
 CFDA Number 14.231

**U.S. Department of Housing and Urban
 Development**
 Office of Community Planning and Development

1. Recipient Name and Address City Of Atlanta 55 Trinity Avenue Sw 8100 City Hall Tower Atlanta, GA 30335-0313		2. Unique Federal Award Identification Number: E-20-MW-13-0002
		3. Tax Identification Number: 586000511
		4. Unique Entity Identifier (DUNS): 065372500
5. Fiscal Year (yyyy): 2020 (Supplemental CARES Act funding)		
6. Previous Obligation (Enter "0" for initial CARES Act allocation)	\$13,128,252	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)	\$1,750,161.20	
8. Total Amount of Federal Funds Obligated	\$14,878,413.20	
9. Total Required Match: \$ 0		
10. Period of Performance Start Date (the date listed in Box 16) (mm/dd/yyyy) 07/29/2020	11. Period of Performance End Date (24 months after the date listed in Box 16) (mm/dd/yyyy) 07/28/2022	
12. Type of Agreement (check applicable box) <input type="checkbox"/> Initial Agreement (Purpose #1 – Initial CARES Act allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input checked="" type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)	13. Special Conditions and Requirements <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached	

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority provided under the "Homeless Assistance Grants" heading of title XII of Division B of the CARES Act (Public Law 116-136) and Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). Subject to the CARES Act and any waivers or alternative requirements HUD shall make as provided by that Act, the Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions and requirements attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred by a State or locality before the Period of Performance, provided the costs are otherwise allowable and were incurred to prevent, prepare for, and respond to coronavirus. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58, subject to the exception the CARES Act provides for temporary emergency shelters. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement either to provide additional funds to the Recipient under the CARES Act or to deobligate funds under this Agreement in accordance with applicable law.

14. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Katy Burke, OFM Director for Adrian M. Fields CPD Director	15. Signature _X 	16. Federal Award Date (mm/dd/yyyy) 09 / 21 / 2022
17. For the Recipient (Name and Title of Authorized Official)	18. Signature	19. Date (mm/dd/yyyy) / /

Attachment: ESG-CV Award Letter (22-O-1846 : ESG-CV Reallocation)

**CITY COUNCIL
ATLANTA, GEORGIA**

H.5

22-O-1847

CDP-22-033 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 1202 WEST MARIETTA STREET FROM THE OFFICE-INSTITUTIONAL (O-I) LAND USE DESIGNATION TO THE MIXED USE MEDIUM DENSITY (MUMD) LAND USE DESIGNATION AND 1192 WEST MARIETTA STREET FROM THE MIXED USE (MU) LAND USE DESIGNATION TO THE MIXED USE MEDIUM DENSITY (MUMD) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-056) NPU-K COUNCIL DISTRICT 3

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows:

SECTION 1. An Ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 1202 West Marietta Street from the Office-Institutional (O-I) Land Use designation to the Mixed Use Medium Density (MUMD) Land Use designation and 1192 West Marietta Street from the Mixed Use (MU) Land Use designation to the Mixed Use Medium Density (MUMD) Land Use designation and for other purposes to wit (Z-22-056):

All that tract or parcels of land lying and being in Land Lots 189 of the 17th District of Fulton County, Georgia

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1847

CDP-22-033 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 1202 WEST MARIETTA STREET FROM THE OFFICE-INSTITUTIONAL (O-I) LAND USE DESIGNATION TO THE MIXED USE MEDIUM DENSITY (MUMD) LAND USE DESIGNATION AND 1192 WEST MARIETTA STREET FROM THE MIXED USE (MU) LAND USE DESIGNATION TO THE MIXED USE MEDIUM DENSITY (MUMD) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-056) NPU-K COUNCIL DISTRICT 3

Workflow List:

Keyetta M Holmes	Completed	11/01/2022 2:04 PM
Jonathan S Futrell	Completed	11/01/2022 3:54 PM
Jahnee Prince	Completed	11/01/2022 6:15 PM
Office of Research and Policy Analysis	Completed	11/09/2022 4:07 AM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Attachment: CDP-22-033Map (22-O-1847 : CDP-22-033 Land Use Amendment) 1202 West Marietta Street

Affordable Housing Impact Statement

Z-22-056

Requirements

Per the requirements of the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2, Affordable Housing Impact Statements shall include a quantitative or numeric section that shall provide numeric estimates of impacts, quantifying numbers of units impacted at certain levels of Area Median Income (AMI) over the 30-year period following the enactment of the legislation; and a narrative section to provide an explanation of the analyses that led to the estimates.

Narrative Section

The proposed application would grant permission for the parcel at 1202 West Marietta St., NW, to be rezoned from O-I-C/C-2 and BL to MRC-2/BL in order to construct 303 multi-family homes, with an estimated completion date of June 2025.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding 0, preserving 0, or decreasing 0 units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding 0, preserving 0, or decreasing 0 units affordable between 30.01 and 50 percent of AMI; and

Adding 46, preserving 0, or decreasing 0 units affordable between 50.01 and 80 percent of AMI; and

Adding 257, preserving 0, or decreasing 0 units affordable above 80 percent of AMI.

Impact

Rezone the property from O-I-C/C-2 and BL to MRC-2/BL. The rezone will facilitate the construction of 56 townhomes. The property currently holds a Church and adjacent parking lot. The Church has been sold and is moving locations so the parcel will be vacant. Constructing multifamily homes on this parcel is consistent with the character of the area, as well as produces much needed housing options for multiple income levels. The development will improve the aesthetic of the property by providing new streetscapes and adding active uses adjacent to the street, as well as providing an appropriate transition from the surrounding commercial and single-family properties. The area already contains the proper infrastructure, such as ingress and egress roads so the impact will not be excessive or burdensome. The homes will have no impact to available public facilities and services such as water supply, sewage, drainage.

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2022 for the Atlanta MSA are shown below:

INCOME LIMITS BY HOUSEHOLD SIZE, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
30% AMI Limit	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190
50% AMI Limit	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950
80% AMI Limit	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450

To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

- 1) Rental housing is affordable when it costs no more than 30% of a household's gross income. Households that pay more than this toward housing costs are considered cost-burdened by HUD.
- 2) Homeownership units are affordable when the purchase price is no more than three times a household's annual income.
- 3) An average of 1.5 persons will reside in each bedroom of a residential unit.

Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Affordable Rent Calculation

The calculation of affordable rents is determined by first identifying the income limit for the household size using the methodology shown above. Following this, the income limit is multiplied by 0.3 to cap rent at 30% of household income, divided by 12, and rounded up to the nearest whole number to find the monthly maximum rent. See the examples below.

Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1 Person) = 1 Person Income Limit

$$54,000 (0.3) = 16,200$$

$$16,200 / 12 = 1,350.00$$

Rounded up = \$1,350.00 maximum rent

1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit

$$(54,000 + 61,700) / 2 = 57,850$$

$$57,850 (0.3) = 17,355$$

$$17,355 / 12 = 1,446.25$$

Rounded up = \$1,446 maximum rent

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$506	\$543	\$651	\$767	\$930
50% AMI	\$844	\$904	\$1,085	\$1,254	\$1,399
80% AMI	\$1,350	\$1,446	\$1,735	\$2,005	\$2,236

Affordable Homeownership Calculation

HUD defines affordable for-sale housing as housing that costs no more than three times a household's income. Affordable home purchase prices are determined by identifying the appropriate income limit, as explained above, and multiplying it by 3. Home purchase prices affordable to households at various percentages of AMI are listed in the table below:

AFFORDABLE HOME PRICE, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI Limit	\$60,750.00	\$65,100.00	\$78,150.00	\$92,055.00	\$111,570.00
50% AMI Limit	\$101,250.00	\$108,525.00	\$130,200.00	\$150,450.00	\$167,850.00
80% AMI Limit	\$162,000.00	\$173,550.00	\$208,200.00	\$240,600.00	\$268,350.00

Disclaimer Statement

Please be mindful that any analysis of the legislation, unless otherwise stated, is based on a summary of the information provided by the Applicant who requested the rezoning/Land Use amendment and in some cases, on public real estate data obtained from the Internet. The analysis does not extend through the next 30 years as required by the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2 because it is impossible to estimate the affordability of market-rate housing beyond the initial lease-up or sale of the units. In addition, any changes to a zoning/Land Use will apply to any future developments, not just the initial development proposed by the current Applicant. Therefore, the Office of Housing and Community Development cannot estimate any future development that may take place on parcel(s) not within this Applicant's scope of work.

With respect to the accuracy of any and all initial estimates of affordability, the estimates that are provided for initial developments are largely dependent on the honesty of Applicants and their willingness to provide the most accurate available data. Data on potential rent, sales price, units to be constructed, the number of bedrooms per unit, etc. are subject to change as developers assess market conditions prior to and throughout construction. Therefore, this data should not be used as a basis to form any quantitative conclusions. For data that may better reflect the Applicant's final building plans, please refer to the issued building permit.

**CITY COUNCIL
ATLANTA, GEORGIA**

H.6

22-O-1848

CDP-22-034 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 1060, 1070 AND 1080 RICE STREET NW FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-057) NPU-K COUNCIL DISTRICT 3

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows:

SECTION 1. An Ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 1060, 1070 and 1080 Rice Street NW from the Single Family Residential (SFR) Land Use designation to the Medium Density Residential (MDR) Land Use Designation and for other purposes to wit (Z-22-057):

All that tract or parcels of land lying and being in Land Lot 190 of the 17th District of Fulton County, Georgia

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1848

CDP-22-034 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 1060, 1070 AND 1080 RICE STREET NW FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-057) NPU-K COUNCIL DISTRICT 3

Workflow List:

Keyetta M Holmes	Completed	11/01/2022 2:05 PM
Jonathan S Futrell	Completed	11/01/2022 3:54 PM
Jahnee Prince	Completed	11/01/2022 6:16 PM
Office of Research and Policy Analysis	Completed	11/09/2022 4:11 AM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Attachment: CDP-22-034Map (22-O-1848 : CDP-22-034 Land Use Amendment 1060, 1070 and 1080 Rice

Affordable Housing Impact Statement

Z-22-057 (amended)

Requirements

Per the requirements of the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2, Affordable Housing Impact Statements shall include a quantitative or numeric section that shall provide numeric estimates of impacts, quantifying numbers of units impacted at certain levels of Area Median Income (AMI) over the 30-year period following the enactment of the legislation; and a narrative section to provide an explanation of the analyses that led to the estimates.

Narrative Section

The proposed application would grant permission for the parcel at 1060 Rice St., NW, to be rezoned from R4-A/BL to MR-3/BL in order to construct 56 townhomes, with an estimated completion date of June 2025.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding _0_, preserving _0_, or decreasing _0_ units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding _0_, preserving _0_, or decreasing _0_ units affordable between 30.01 and 50 percent of AMI; and

Adding _0_, preserving _0_, or decreasing _0_ units affordable between 50.01 and 80 percent of AMI; and

Adding _56_, preserving _0_, or decreasing _0_ units affordable above 80 percent of AMI.

Impact

Rezone the property from R4-A/BL to MR-3/BL. The rezone will facilitate the construction of 56 townhomes. The property is currently zoned for single family residential, but currently holds a parking lot. Constructing townhomes on this parcel is consistent with the character of the area, as well as with the Atlanta City Design. The applicant has no reason to believe that any of these adjacent landowners would be negatively affected by the proposed rezone, as the area already contains the proper infrastructure, such as ingress and egress roads. The homes will have no impact to available public facilities and services such as water supply, sewage, drainage.

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2022 for the Atlanta MSA are shown below:

INCOME LIMITS BY HOUSEHOLD SIZE, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
30% AMI Limit	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190
50% AMI Limit	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950
80% AMI Limit	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450

To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

- 1) Rental housing is affordable when it costs no more than 30% of a household's gross income. Households that pay more than this toward housing costs are considered cost-burdened by HUD.
- 2) Homeownership units are affordable when the purchase price is no more than three times a household's annual income.
- 3) An average of 1.5 persons will reside in each bedroom of a residential unit.

Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Affordable Rent Calculation

The calculation of affordable rents is determined by first identifying the income limit for the household size using the methodology shown above. Following this, the income limit is multiplied by 0.3 to cap rent at 30% of household income, divided by 12, and rounded up to the nearest whole number to find the monthly maximum rent. See the examples below.

Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1 Person) = 1 Person Income Limit

$$54,000 (0.3) = 16,200$$

$$16,200 / 12 = 1,350.00$$

Rounded up = \$1,350.00 maximum rent

1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit

$$(54,000 + 61,700) / 2 = 57,850$$

$$57,850 (0.3) = 17,355$$

$$17,355 / 12 = 1,446.25$$

Rounded up = \$1,446 maximum rent

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$506	\$543	\$651	\$767	\$930
50% AMI	\$844	\$904	\$1,085	\$1,254	\$1,399
80% AMI	\$1,350	\$1,446	\$1,735	\$2,005	\$2,236

Affordable Homeownership Calculation

HUD defines affordable for-sale housing as housing that costs no more than three times a household's income. Affordable home purchase prices are determined by identifying the appropriate income limit, as explained above, and multiplying it by 3. Home purchase prices affordable to households at various percentages of AMI are listed in the table below:

AFFORDABLE HOME PRICE, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI Limit	\$60,750.00	\$65,100.00	\$78,150.00	\$92,055.00	\$111,570.00
50% AMI Limit	\$101,250.00	\$108,525.00	\$130,200.00	\$150,450.00	\$167,850.00
80% AMI Limit	\$162,000.00	\$173,550.00	\$208,200.00	\$240,600.00	\$268,350.00

Disclaimer Statement

Please be mindful that any analysis of the legislation, unless otherwise stated, is based on a summary of the information provided by the Applicant who requested the rezoning/Land Use amendment and in some cases, on public real estate data obtained from the Internet. The analysis does not extend through the next 30 years as required by the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2 because it is impossible to estimate the affordability of market-rate housing beyond the initial lease-up or sale of the units. In addition, any changes to a zoning/Land Use will apply to any future developments, not just the initial development proposed by the current Applicant. Therefore, the Office of Housing and Community Development cannot estimate any future development that may take place on parcel(s) not within this Applicant's scope of work.

With respect to the accuracy of any and all initial estimates of affordability, the estimates that are provided for initial developments are largely dependent on the honesty of Applicants and their willingness to provide the most accurate available data. Data on potential rent, sales price, units to be constructed, the number of bedrooms per unit, etc. are subject to change as developers assess market conditions prior to and throughout construction. Therefore, this data should not be used as a basis to form any quantitative conclusions. For data that may better reflect the Applicant's final building plans, please refer to the issued building permit.

**CITY COUNCIL
ATLANTA, GEORGIA**

H.7

22-O-1849

CDP-22-036 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 2535 GLENWOOD AVENUE SE FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-060) NPU-O COUNCIL DISTRICT 5

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows:

SECTION 1. An Ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 2535 Glenwood Avenue SE from the Single Family Residential (SFR) land use designation to the Medium Density Residential (MDR) Land Use Designation and for other purposes to wit (Z-22-060):

All that tract or parcels of land lying and being in Land Lot 181 of the 15th District of Dekalb County, Georgia

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1849

CDP-22-036 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 2535 GLENWOOD AVENUE SE FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-060) NPU-O COUNCIL DISTRICT 5

Workflow List:

Keyetta M Holmes	Completed	11/01/2022 2:05 PM
Jonathan S Futrell	Completed	11/01/2022 3:55 PM
Jahnee Prince	Completed	11/01/2022 6:16 PM
Office of Research and Policy Analysis	Completed	11/09/2022 1:23 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Affordable Housing Impact Statement

Z-22-060

Requirements

Per the requirements of the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2, Affordable Housing Impact Statements shall include a quantitative or numeric section that shall provide numeric estimates of impacts, quantifying numbers of units impacted at certain levels of Area Median Income (AMI) over the 30-year period following the enactment of the legislation; and a narrative section to provide an explanation of the analyses that led to the estimates.

Narrative Section

The proposed application would grant permission for the parcel at 2535 Glenwood AVE SE, to be rezoned from R-4 to RG-3 in order to construct 12 single-family townhomes, with an estimated completion date of 1/01/2024.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding 0, preserving 0, or decreasing 0 units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding 0, preserving 0, or decreasing 0 units affordable between 30.01 and 50 percent of AMI; and

Adding 0, preserving 0, or decreasing 0 units affordable between 50.01 and 80 percent of AMI; and

Adding 12, preserving 0, or decreasing 0 units affordable above 80 percent of AMI.

Impact

Rezone the property from R-4to RG-3. The rezone will involve replacing the current one story building structure with twelve single-family townhomes. Parking will be included via garage and driveway space. The applicant believes this type of housing to be needed in Atlanta, although none will be offered at an affordable rate. The applicant believes that minor adjustments/additions to existing water and sewer facilities to be sufficient. The homes will improve the Eastlake area by providing high-density housing and by revitalizing a blighted parcel with new homes.

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2022 for the Atlanta MSA are shown below:

INCOME LIMITS BY HOUSEHOLD SIZE, FY 2022						
(BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
30% AMI Limit	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190
50% AMI Limit	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950
80% AMI Limit	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450

To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

- 1) Rental housing is affordable when it costs no more than 30% of a household's gross income. Households that pay more than this toward housing costs are considered cost-burdened by HUD.
- 2) Homeownership units are affordable when the purchase price is no more than three times a household's annual income.
- 3) An average of 1.5 persons will reside in each bedroom of a residential unit.

Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Affordable Rent Calculation

The calculation of affordable rents is determined by first identifying the income limit for the household size using the methodology shown above. Following this, the income limit is multiplied by 0.3 to cap rent at 30% of household income, divided by 12, and rounded up to the nearest whole number to find the monthly maximum rent. See the examples below.

Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1 Person) = 1 Person Income Limit

$$54,000 (0.3) = 16,200$$

$$16,200 / 12 = 1,350.00$$

Rounded up = \$1,350.00 maximum rent

1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit

$$(54,000 + 61,700) / 2 = 57,850$$

$$57,850 (0.3) = 17,355$$

$$17,355 / 12 = 1,446.25$$

Rounded up = \$1,446 maximum rent

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$506	\$543	\$651	\$767	\$930
50% AMI	\$844	\$904	\$1,085	\$1,254	\$1,399
80% AMI	\$1,350	\$1,446	\$1,735	\$2,005	\$2,236

Affordable Homeownership Calculation

HUD defines affordable for-sale housing as housing that costs no more than three times a household's income. Affordable home purchase prices are determined by identifying the appropriate income limit, as explained above, and multiplying it by 3. Home purchase prices affordable to households at various percentages of AMI are listed in the table below:

AFFORDABLE HOME PRICE, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI Limit	\$60,750.00	\$65,100.00	\$78,150.00	\$92,055.00	\$111,570.00
50% AMI Limit	\$101,250.00	\$108,525.00	\$130,200.00	\$150,450.00	\$167,850.00
80% AMI Limit	\$162,000.00	\$173,550.00	\$208,200.00	\$240,600.00	\$268,350.00

Disclaimer Statement

Please be mindful that any analysis of the legislation, unless otherwise stated, is based on a summary of the information provided by the Applicant who requested the rezoning/Land Use amendment and in some cases, on public real estate data obtained from the Internet. The analysis does not extend through the next 30 years as required by the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2 because it is impossible to estimate the affordability of market-rate housing beyond the initial lease-up or sale of the units. In addition, any changes to a zoning/Land Use will apply to any future developments, not just the initial development proposed by the current Applicant. Therefore, the Office of Housing and Community Development cannot estimate any future development that may take place on parcel(s) not within this Applicant's scope of work.

With respect to the accuracy of any and all initial estimates of affordability, the estimates that are provided for initial developments are largely dependent on the honesty of Applicants and their willingness to provide the most accurate available data. Data on potential rent, sales price, units to be constructed, the number of bedrooms per unit, etc. are subject to change as developers assess market conditions prior to and throughout construction. Therefore, this data should not be used as a basis to form any quantitative conclusions. For data that may better reflect the Applicant's final building plans, please refer to the issued building permit.

**CITY COUNCIL
ATLANTA, GEORGIA**

H.8

22-O-1850

CDP-22-037 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 2866 MEMORIAL DRIVE SE FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE HIGH DENSITY RESIDENTIAL (HDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-061) NPU-O COUNCIL DISTRICT 5

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows:

SECTION 1. An Ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 2866 Memorial Drive SE from the Single Family Residential (SFR) Land Use designation to the High Density Residential (HDR) Land Use Designation and for other purposes to wit (Z-22-061):

All that tract or parcels of land lying and being in Land Lot 203 of the 15th District of Dekalb County, Georgia

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1850

CDP-22-037 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 2866 MEMORIAL DRIVE SE FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE HIGH DENSITY RESIDENTIAL (HDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-061) NPU-O COUNCIL DISTRICT 5

Workflow List:

Keyetta M Holmes	Completed	11/01/2022 2:06 PM
Jonathan S Futrell	Completed	11/01/2022 3:55 PM
Jahnee Prince	Completed	11/01/2022 6:17 PM
Office of Research and Policy Analysis	Completed	11/09/2022 1:26 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Affordable Housing Impact Statement

Z-22-061

Requirements

Per the requirements of the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2, Affordable Housing Impact Statements shall include a quantitative or numeric section that shall provide numeric estimates of impacts, quantifying numbers of units impacted at certain levels of Area Median Income (AMI) over the 30-year period following the enactment of the legislation; and a narrative section to provide an explanation of the analyses that led to the estimates.

Narrative Section

The proposed application would grant permission for the parcel at 2866 Memorial Dr., SE to be rezoned from R-4 to MR-4B in order to construct 9 townhomes, with an estimated completion date of September 2023.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding 0 , preserving 0 , or decreasing 0 units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding 0 , preserving 0 , or decreasing 0 units affordable between 30.01 and 50 percent of AMI; and

Adding 9 , preserving 0 , or decreasing 0 units affordable between 50.01 and 80 percent of AMI; and

Adding 0 , preserving 0 , or decreasing 0 units affordable above 80 percent of AMI.

Impact

Rezone the property from R-4to RG-3. The rezone will facilitate the construction of nine affordable townhomes. Parking will be included via garage and parking lot for 9 vehicles. This development will provide much needed affordable housing in Atlanta in a multi-family setting. The applicant believes that there will be no significant impact on available water/sewer facilities, and will manage stormwater through the installation of an underground trench. The development will improve the neighborhood by providing architecture in an elegant transitional style that adapts classic aesthetics with modern living.

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2022 for the Atlanta MSA are shown below:

INCOME LIMITS BY HOUSEHOLD SIZE, FY 2022						
(BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
30% AMI Limit	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190
50% AMI Limit	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950
80% AMI Limit	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450

To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

- 1) Rental housing is affordable when it costs no more than 30% of a household's gross income. Households that pay more than this toward housing costs are considered cost-burdened by HUD.
- 2) Homeownership units are affordable when the purchase price is no more than three times a household's annual income.
- 3) An average of 1.5 persons will reside in each bedroom of a residential unit.

Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Affordable Rent Calculation

The calculation of affordable rents is determined by first identifying the income limit for the household size using the methodology shown above. Following this, the income limit is multiplied by 0.3 to cap rent at 30% of household income, divided by 12, and rounded up to the nearest whole number to find the monthly maximum rent. See the examples below.

Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1 Person) = 1 Person Income Limit

$$54,000 (0.3) = 16,200$$

$$16,200 / 12 = 1,350.00$$

Rounded up = \$1,350.00 maximum rent

1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit

$$(54,000 + 61,700) / 2 = 57,850$$

$$57,850 (0.3) = 17,355$$

$$17,355 / 12 = 1,446.25$$

Rounded up = \$1,446 maximum rent

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2022					
(BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$506	\$543	\$651	\$767	\$930
50% AMI	\$844	\$904	\$1,085	\$1,254	\$1,399
80% AMI	\$1,350	\$1,446	\$1,735	\$2,005	\$2,236

Affordable Homeownership Calculation

HUD defines affordable for-sale housing as housing that costs no more than three times a household's income. Affordable home purchase prices are determined by identifying the appropriate income limit, as explained above, and multiplying it by 3. Home purchase prices affordable to households at various percentages of AMI are listed in the table below:

AFFORDABLE HOME PRICE, FY 2022					
(BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI Limit	\$60,750.00	\$65,100.00	\$78,150.00	\$92,055.00	\$111,570.00
50% AMI Limit	\$101,250.00	\$108,525.00	\$130,200.00	\$150,450.00	\$167,850.00
80% AMI Limit	\$162,000.00	\$173,550.00	\$208,200.00	\$240,600.00	\$268,350.00

Disclaimer Statement

Please be mindful that any analysis of the legislation, unless otherwise stated, is based on a summary of the information provided by the Applicant who requested the rezoning/Land Use amendment and in some cases, on public real estate data obtained from the Internet. The analysis does not extend through the next 30 years as required by the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2 because it is impossible to estimate the affordability of market-rate housing beyond the initial lease-up or sale of the units. In addition, any changes to a zoning/Land Use will apply to any future developments, not just the initial development proposed by the current Applicant. Therefore, the Office of Housing and Community Development cannot estimate any future development that may take place on parcel(s) not within this Applicant's scope of work.

With respect to the accuracy of any and all initial estimates of affordability, the estimates that are provided for initial developments are largely dependent on the honesty of Applicants and their willingness to provide the most accurate available data. Data on potential rent, sales price, units to be constructed, the number of bedrooms per unit, etc. are subject to change as developers assess market conditions prior to and throughout construction. Therefore, this data should not be used as a basis to form any quantitative conclusions. For data that may better reflect the Applicant's final building plans, please refer to the issued building permit.

**CITY COUNCIL
ATLANTA, GEORGIA**

H.9

22-O-1851

CDP-22-038 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 930 MAULDIN STREET SE FROM THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION TO THE HIGH DENSITY RESIDENTIAL (HDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-067) NPU-N COUNCIL DISTRICT 5

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows:

SECTION 1. An Ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 930 Mauldin Street SE from the Low Density Commercial (LDC) Land Use designation to the High Density Residential (HDR) Land Use Designation and for other purposes to wit (Z-22-067):

All that tract or parcels of land lying and being in Land Lot 13 of the 14th District of Fulton County, Georgia

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1851

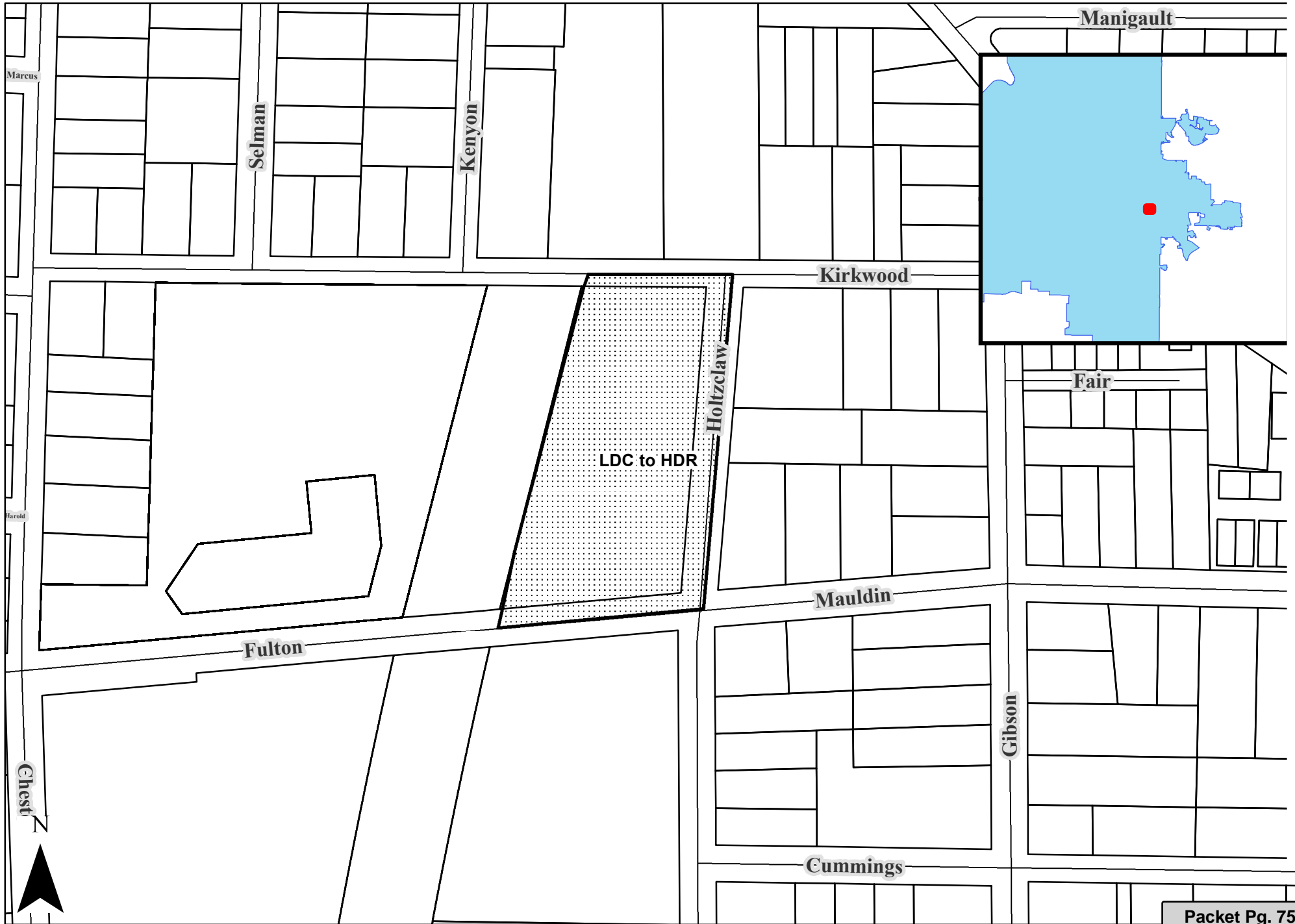
CDP-22-038 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 930 MAULDIN STREET SE FROM THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION TO THE HIGH DENSITY RESIDENTIAL (HDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-067) NPU-N COUNCIL DISTRICT 5

Workflow List:

Keyetta M Holmes	Completed	11/01/2022 2:06 PM
Jonathan S Futrell	Completed	11/01/2022 3:56 PM
Jahnee Prince	Completed	11/01/2022 6:17 PM
Office of Research and Policy Analysis	Completed	11/09/2022 1:30 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Attachment: CDP-22-038Map (22-O-1851 : CDP-22-038 Land Use Amendment 930 Mauldin Street SE)

Affordable Housing Impact Statement

Z-22-067

Requirements

Per the requirements of the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2, Affordable Housing Impact Statements shall include a quantitative or numeric section that shall provide numeric estimates of impacts, quantifying numbers of units impacted at certain levels of Area Median Income (AMI) over the 30-year period following the enactment of the legislation; and a narrative section to provide an explanation of the analyses that led to the estimates.

Narrative Section

The proposed application would grant permission for the parcel at 930 Mauldin St., SE to be rezoned from MR-4A-C to MR-4A-C in order to construct a 142 residential units along the BeltLine.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding _0_, preserving _0_, or decreasing _0_ units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding _0_, preserving _0_, or decreasing _0_ units affordable between 30.01 and 50 percent of AMI; and

Adding _22_, preserving _0_, or decreasing _0_ units affordable between 50.01 and 80 percent of AMI; and

Adding _120_, preserving _0_, or decreasing _0_ units affordable above 80 percent of AMI.

Impact

Rezone the property from MR-4A-C to MR-4A-C. The rezone will allow the parcel to transition from low-density commercial to high-density residential in order to construct 142-unit residential building. The development will offer only 22 units at an affordable rate pursuant to mandatory requirements of the Inclusionary Zoning program. This development will facilitate the connectivity of the BeltLine corridor area and promote pedestrian friendly characteristics. Developer predicts an improvement to existing facilities such as water and sewage by developing the site. Impact on the neighborhood will be positive by integrating the new community into the old community.

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2022 for the Atlanta MSA are shown below:

INCOME LIMITS BY HOUSEHOLD SIZE, FY 2022						
(BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
30% AMI Limit	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190
50% AMI Limit	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950
80% AMI Limit	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450

To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

- 1) Rental housing is affordable when it costs no more than 30% of a household's gross income. Households that pay more than this toward housing costs are considered cost-burdened by HUD.
- 2) Homeownership units are affordable when the purchase price is no more than three times a household's annual income.
- 3) An average of 1.5 persons will reside in each bedroom of a residential unit.

Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Affordable Rent Calculation

The calculation of affordable rents is determined by first identifying the income limit for the household size using the methodology shown above. Following this, the income limit is multiplied by 0.3 to cap rent at 30% of household income, divided by 12, and rounded up to the nearest whole number to find the monthly maximum rent. See the examples below.

Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1 Person) = 1 Person Income Limit

$$54,000 (0.3) = 16,200$$

$$16,200 / 12 = 1,350.00$$

Rounded up = \$1,350.00 maximum rent

1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit

$$(54,000 + 61,700) / 2 = 57,850$$

$$57,850 (0.3) = 17,355$$

$$17,355 / 12 = 1,446.25$$

Rounded up = \$1,446 maximum rent

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2022					
(BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$506	\$543	\$651	\$767	\$930
50% AMI	\$844	\$904	\$1,085	\$1,254	\$1,399
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Affordable Homeownership Calculation

HUD defines affordable for-sale housing as housing that costs no more than three times a household's income. Affordable home purchase prices are determined by identifying the appropriate income limit, as explained above, and multiplying it by 3. Home purchase prices affordable to households at various percentages of AMI are listed in the table below:

AFFORDABLE HOME PRICE, FY 2022					
(BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI Limit	\$60,750.00	\$65,100.00	\$78,150.00	\$92,055.00	\$111,570.00
50% AMI Limit	\$101,250.00	\$108,525.00	\$130,200.00	\$150,450.00	\$167,850.00
80% AMI Limit	\$162,000.00	\$173,550.00	\$208,200.00	\$240,600.00	\$268,350.00

Disclaimer Statement

Please be mindful that any analysis of the legislation, unless otherwise stated, is based on a summary of the information provided by the Applicant who requested the rezoning/Land Use amendment and in some cases, on public real estate data obtained from the Internet. The analysis does not extend through the next 30 years as required by the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2 because it is impossible to estimate the affordability of market-rate housing beyond the initial lease-up or sale of the units. In addition, any changes to a zoning/Land Use will apply to any future developments, not just the initial development proposed by the current Applicant. Therefore, the Office of Housing and Community Development cannot estimate any future development that may take place on parcel(s) not within this Applicant's scope of work.

With respect to the accuracy of any and all initial estimates of affordability, the estimates that are provided for initial developments are largely dependent on the honesty of Applicants and their willingness to provide the most accurate available data. Data on potential rent, sales price, units to be constructed, the number of bedrooms per unit, etc. are subject to change as developers assess market conditions prior to and throughout construction. Therefore, this data should not be used as a basis to form any quantitative conclusions. For data that may better reflect the Applicant's final building plans, please refer to the issued building permit.

**CITY COUNCIL
ATLANTA, GEORGIA**

H.10

22-O-1852

CDP-22-040 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 597 AUBURN AVENUE NE FROM THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION TO THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-062) NPU-M COUNCIL DISTRICT 2

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows:

SECTION 1. An Ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 597 Auburn Avenue NE from the Low Density Residential (LDR) land use designation to the Low Density Commercial (LDC) land use designation and for other purposes to wit (Z-22-062):

All that tract or parcels of land lying and being in Land Lot 19 of the 14th District of Fulton County, Georgia

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1852

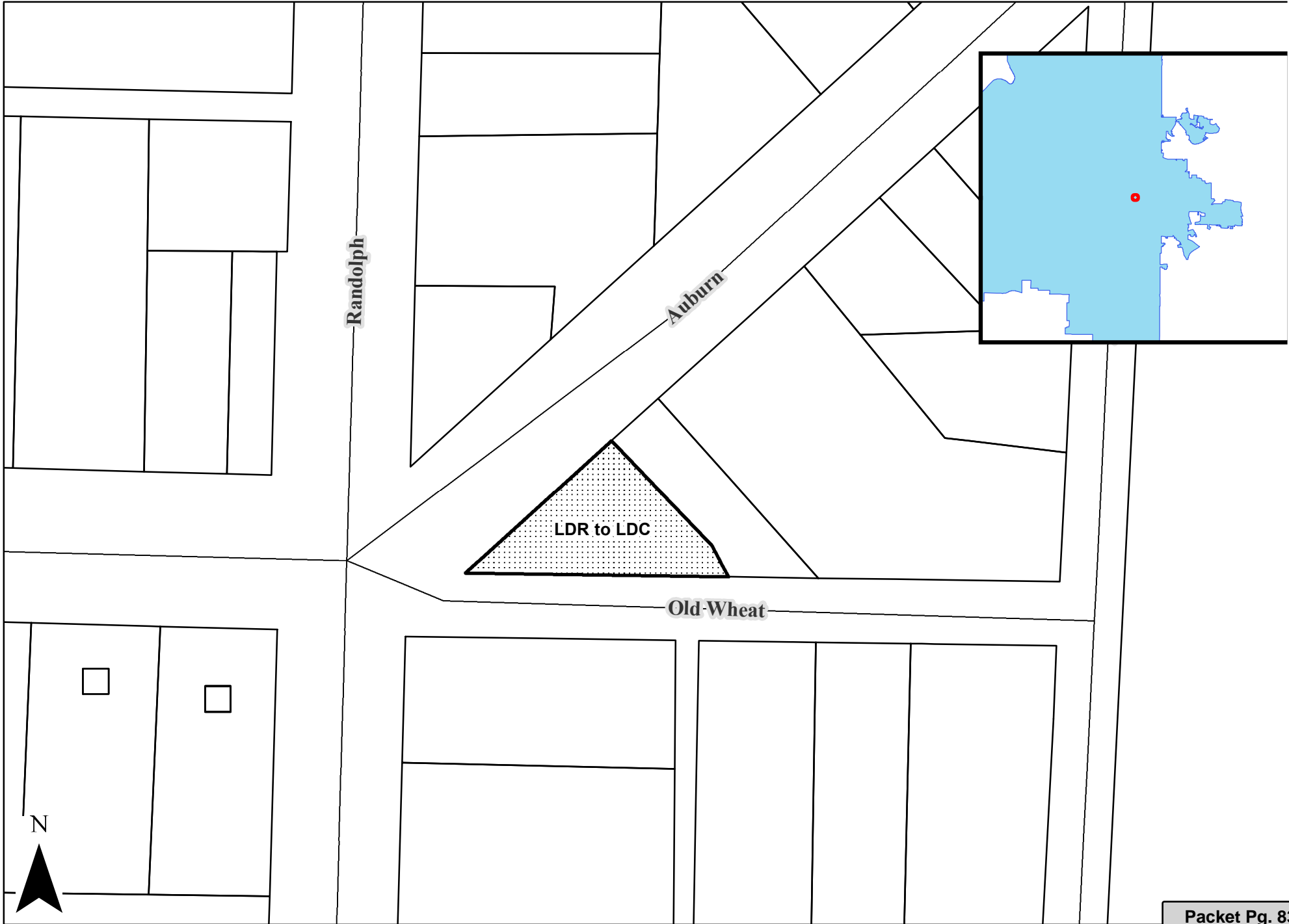
CDP-22-040 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 597 AUBURN AVENUE NE FROM THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION TO THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-062) NPU-M COUNCIL DISTRICT 2

Workflow List:

Keyetta M Holmes	Completed	11/01/2022 2:07 PM
Jonathan S Futrell	Completed	11/01/2022 3:56 PM
Jahnee Prince	Completed	11/01/2022 6:18 PM
Office of Research and Policy Analysis	Completed	11/09/2022 1:37 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Affordable Housing Impact Statement

Z-22-062

Requirements

Per the requirements of the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2, Affordable Housing Impact Statements shall include a quantitative or numeric section that shall provide numeric estimates of impacts, quantifying numbers of units impacted at certain levels of Area Median Income (AMI) over the 30-year period following the enactment of the legislation; and a narrative section to provide an explanation of the analyses that led to the estimates.

Narrative Section

The proposed application would grant permission for the parcel at 597 Auburn AVE., NE to be rezoned from MLK Jr. landmark district subarea 2 to MLK Jr. landmark district subarea 4 in order to modify the use of an existing church to a community activity non-profit organization.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding _0_, preserving _0_, or decreasing _0_ units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding _0_, preserving _0_, or decreasing _0_ units affordable between 30.01 and 50 percent of AMI; and

Adding _0_, preserving _0_, or decreasing _0_ units affordable between 50.01 and 80 percent of AMI; and

Adding _0_, preserving _0_, or decreasing _0_ units affordable above 80 percent of AMI.

Impact

Rezone the property from subarea 2 to subarea 4. The rezone will allow the existing structure on the property to be remodeled into a home for a community-based non-profit, Remerge. Currently the parcel holds an old church that is likely non-compliant with current zoning as it is. Remerge will make small, cosmetic changes to the façade of the church, as they would like to maintain the familiarity and historic character it adds to the Sweet Auburn neighborhood. Additionally, the city's comprehensive development plan calls for preservation of historic buildings.

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2022 for the Atlanta MSA are shown below:

INCOME LIMITS BY HOUSEHOLD SIZE, FY 2022						
(BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
30% AMI Limit	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190
50% AMI Limit	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950
80% AMI Limit	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450

To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

- 1) Rental housing is affordable when it costs no more than 30% of a household's gross income. Households that pay more than this toward housing costs are considered cost-burdened by HUD.
- 2) Homeownership units are affordable when the purchase price is no more than three times a household's annual income.
- 3) An average of 1.5 persons will reside in each bedroom of a residential unit.

Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Affordable Rent Calculation

The calculation of affordable rents is determined by first identifying the income limit for the household size using the methodology shown above. Following this, the income limit is multiplied by 0.3 to cap rent at 30% of household income, divided by 12, and rounded up to the nearest whole number to find the monthly maximum rent. See the examples below.

Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1 Person) = 1 Person Income Limit

$$54,000 (0.3) = 16,200$$

$$16,200 / 12 = 1,350.00$$

Rounded up = \$1,350.00 maximum rent

1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit

$$(54,000 + 61,700) / 2 = 57,850$$

$$57,850 (0.3) = 17,355$$

$$17,355 / 12 = 1,446.25$$

Rounded up = \$1,446 maximum rent

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$506	\$543	\$651	\$767	\$930
50% AMI	\$844	\$904	\$1,085	\$1,254	\$1,399
80% AMI	\$1,350	\$1,446	\$1,735	\$2,005	\$2,236

Affordable Homeownership Calculation

HUD defines affordable for-sale housing as housing that costs no more than three times a household's income. Affordable home purchase prices are determined by identifying the appropriate income limit, as explained above, and multiplying it by 3. Home purchase prices affordable to households at various percentages of AMI are listed in the table below:

AFFORDABLE HOME PRICE, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI Limit	\$60,750.00	\$65,100.00	\$78,150.00	\$92,055.00	\$111,570.00
50% AMI Limit	\$101,250.00	\$108,525.00	\$130,200.00	\$150,450.00	\$167,850.00
80% AMI Limit	\$162,000.00	\$173,550.00	\$208,200.00	\$240,600.00	\$268,350.00

Disclaimer Statement

Please be mindful that any analysis of the legislation, unless otherwise stated, is based on a summary of the information provided by the Applicant who requested the rezoning/Land Use amendment and in some cases, on public real estate data obtained from the Internet. The analysis does not extend through the next 30 years as required by the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2 because it is impossible to estimate the affordability of market-rate housing beyond the initial lease-up or sale of the units. In addition, any changes to a zoning/Land Use will apply to any future developments, not just the initial development proposed by the current Applicant. Therefore, the Office of Housing and Community Development cannot estimate any future development that may take place on parcel(s) not within this Applicant's scope of work.

With respect to the accuracy of any and all initial estimates of affordability, the estimates that are provided for initial developments are largely dependent on the honesty of Applicants and their willingness to provide the most accurate available data. Data on potential rent, sales price, units to be constructed, the number of bedrooms per unit, etc. are subject to change as developers assess market conditions prior to and throughout construction. Therefore, this data should not be used as a basis to form any quantitative conclusions. For data that may better reflect the Applicant's final building plans, please refer to the issued building permit.

**CITY COUNCIL
ATLANTA, GEORGIA**

H.11

22-O-1853

CDP-22-041 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 337 GEORGIA AVENUE SE FROM THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION TO THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-066) NPU-W COUNCIL DISTRICT 1

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows:

SECTION 1. An Ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 337 Georgia Avenue SE from the Low Density Residential (LDR) land use designation to the Low Density Commercial (LDC) land use designation and for other purposes to wit (Z-22-066):

All that tract or parcels of land lying and being in Land Lot 43 of the 14th District of Fulton County, Georgia

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1853

CDP-22-041 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 337 GEORGIA AVENUE SE FROM THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION TO THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-066) NPU-W COUNCIL DISTRICT 1

Workflow List:

Keyetta M Holmes	Completed	11/01/2022 2:07 PM
Jonathan S Futrell	Completed	11/01/2022 4:28 PM
Jahnee Prince	Completed	11/01/2022 6:19 PM
Office of Research and Policy Analysis	Completed	11/09/2022 1:40 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Affordable Housing Impact Statement

Z-22-066

Requirements

Per the requirements of the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2, Affordable Housing Impact Statements shall include a quantitative or numeric section that shall provide numeric estimates of impacts, quantifying numbers of units impacted at certain levels of Area Median Income (AMI) over the 30-year period following the enactment of the legislation; and a narrative section to provide an explanation of the analyses that led to the estimates.

Narrative Section

The proposed rezoning application would change the zoning for the parcel at 337 Georgia Ave. SE from R-5 to R-LC. This rezoning will facilitate the development of a coffeehouse within the existing building. The projected completion date is not indicated on the application.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding _0_, preserving _0_, or decreasing _0_ units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding _0_, preserving _0_, or decreasing _0_ units affordable between 30.01 and 50 percent of AMI; and

Adding _0_, preserving _0_, or decreasing _0_ units affordable between 50.01 and 80 percent of AMI; and

Adding _0_, preserving _0_, or decreasing _0_ units affordable above 80 percent of AMI.

Impact

Rezone the property from R-5 to R-LC.. The development will consist of a coffeehouse with meeting space. The Grant Park Coffeehouse has been a staple of the community and recently had to close its doors at another location but seeks to re-open inside of the existing 4,424 square foot historical building that has hosted a variety of businesses since 1925. The rezoning of the property is compatible and in accordance with the comprehensive development plans of Atlanta and will have little impact available public facilities and services such as water supply, sewage, drainage. The development will preserve the character of the neighborhood by utilizing a long-standing historic building surrounded by commercial facilities as a coffeehouse and meeting place.

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2022 for the Atlanta MSA are shown below:

INCOME LIMITS BY HOUSEHOLD SIZE, FY 2022						
(BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
30% AMI Limit	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190
50% AMI Limit	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950
80% AMI Limit	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450

To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

- 1) Rental housing is affordable when it costs no more than 30% of a household's gross income. Households that pay more than this toward housing costs are considered cost-burdened by HUD.
- 2) Homeownership units are affordable when the purchase price is no more than three times a household's annual income.
- 3) An average of 1.5 persons will reside in each bedroom of a residential unit.

Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Affordable Rent Calculation

The calculation of affordable rents is determined by first identifying the income limit for the household size using the methodology shown above. Following this, the income limit is multiplied by 0.3 to cap rent at 30% of household income, divided by 12, and rounded up to the nearest whole number to find the monthly maximum rent. See the examples below.

Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1 Person) = 1 Person Income Limit

$$54,000 (0.3) = 16,200$$

$$16,200 / 12 = 1,350.00$$

Rounded up = \$1,350.00 maximum rent

1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit

$$(54,000 + 61,700) / 2 = 57,850$$

$$57,850 (0.3) = 17,355$$

$$17,355 / 12 = 1,446.25$$

Rounded up = \$1,446 maximum rent

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$506	\$543	\$651	\$767	\$930
50% AMI	\$844	\$904	\$1,085	\$1,254	\$1,399
80% AMI	\$1,350	\$1,446	\$1,735	\$2,005	\$2,236

Affordable Homeownership Calculation

HUD defines affordable for-sale housing as housing that costs no more than three times a household's income. Affordable home purchase prices are determined by identifying the appropriate income limit, as explained above, and multiplying it by 3. Home purchase prices affordable to households at various percentages of AMI are listed in the table below:

AFFORDABLE HOME PRICE, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI Limit	\$60,750.00	\$65,100.00	\$78,150.00	\$92,055.00	\$111,570.00
50% AMI Limit	\$101,250.00	\$108,525.00	\$130,200.00	\$150,450.00	\$167,850.00
80% AMI Limit	\$162,000.00	\$173,550.00	\$208,200.00	\$240,600.00	\$268,350.00

Disclaimer Statement

Please be mindful that any analysis of the legislation, unless otherwise stated, is based on a summary of the information provided by the Applicant who requested the rezoning/Land Use amendment and in some cases, on public real estate data obtained from the Internet. The analysis does not extend through the next 30 years as required by the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2 because it is impossible to estimate the affordability of market-rate housing beyond the initial lease-up or sale of the units. In addition, any changes to a zoning/Land Use will apply to any future developments, not just the initial development proposed by the current Applicant. Therefore, the Office of Housing and Community Development cannot estimate any future development that may take place on parcel(s) not within this Applicant's scope of work.

With respect to the accuracy of any and all initial estimates of affordability, the estimates that are provided for initial developments are largely dependent on the honesty of Applicants and their willingness to provide the most accurate available data. Data on potential rent, sales price, units to be constructed, the number of bedrooms per unit, etc. are subject to change as developers assess market conditions prior to and throughout construction. Therefore, this data should not be used as a basis to form any quantitative conclusions. For data that may better reflect the Applicant's final building plans, please refer to the issued building permit.

**CITY COUNCIL
ATLANTA, GEORGIA**

H.12

22-O-1854

CDP-22-042 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 581 EDGEWOOD (REAR) SE FROM THE LOW DENSITY RESIDENTIAL (LDR) AND LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATIONS TO THE MIXED USE LAND USE DESIGNATION AND 21 CORNELIA STREET SE, 586 EZZARD STREET SE (PARCEL ID 14 00450004955), AND 0 EZZARD STREET (PARCEL ID 14 00450004093) FROM THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION TO THE MIXED USE LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-069) NPU-M COUNCIL DISTRICT 2

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows:

SECTION 1. An Ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 581 Edgewood (Rear) SE from the Low Density Residential (LDR) and Low Density Commercial (LDC) land use designations to the Mixed Use Land Use Designation and 21 Cornelia Street SE, 586 Ezzard Street SE (parcel 14 00450004955, and 0 Ezzard Street SE (parcel ID 14 00450004093) from the Low Density Residential (LDR) Land Use designation to the Mixed Use Land Use designation and for other purposes to wit (Z-22-069):

All that tract or parcels of land lying and being in Land Lots 20 and 45 of the 14th District of Fulton County,

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1854

CDP-22-042 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 581 EDGEWOOD (REAR) SE FROM THE LOW DENSITY RESIDENTIAL (LDR) AND LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATIONS TO THE MIXED USE LAND USE DESIGNATION AND 21 CORNELIA STREET SE, 586 EZZARD STREET SE (PARCEL ID 14 00450004955), AND 0 EZZARD STREET (PARCEL ID 14 00450004093) FROM THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION TO THE MIXED USE LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-069) NPU-M COUNCIL DISTRICT 2

Workflow List:

Keyetta M Holmes	Completed	11/01/2022 2:08 PM
Jonathan S Futrell	Completed	11/01/2022 4:28 PM
Jahnee Prince	Completed	11/01/2022 6:19 PM
Office of Research and Policy Analysis	Completed	11/09/2022 1:45 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Attachment: CDP-22-042Map (22-O-1854 : CDP-22-042 Land Use A amendment 581 Edgewood (Rear) SE 21

Affordable Housing Impact Statement

Z-22-069

Requirements

Per the requirements of the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2, Affordable Housing Impact Statements shall include a quantitative or numeric section that shall provide numeric estimates of impacts, quantifying numbers of units impacted at certain levels of Area Median Income (AMI) over the 30-year period following the enactment of the legislation; and a narrative section to provide an explanation of the analyses that led to the estimates.

Narrative Section

The proposed rezoning application would change the zoning for the parcel at 581 Edgewood Ave., SE from C-2-C/C-2/R-5 to MRC-3. This rezoning will facilitate the development of a mixed used property that will include 230 rental units, and ground floor commercial space for eating and drinking. The projected completion date is not indicated on the application.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding _0_, preserving _0_, or decreasing _0_ units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding _0_, preserving _0_, or decreasing _0_ units affordable between 30.01 and 50 percent of AMI; and

Adding _35_, preserving _0_, or decreasing _0_ units affordable between 50.01 and 80 percent of AMI; and

Adding _195_, preserving _0_, or decreasing _0_ units affordable above 80 percent of AMI.

Impact

Rezone the property from C-2-C/C-2/R-5 to MRC-3. The development will consist of a mixed-use development to include 230 residential units and ground floor eating and drinking and commercial space. The rezoning of the property is compatible and in accordance with the comprehensive development plans of Atlanta and will have little impact available public facilities and services such as water supply, sewage, drainage. The development will preserve the character of the neighborhood by incorporating the existing historic MLK buildings into the new development which will be constructed around and above the contributing buildings in a manner that retains and preserves the historic nature of the Property. The development will

improve the neighborhood by creating high-density housing with commercial facilities that promote the diverse character of the city.

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2022 for the Atlanta MSA are shown below:

INCOME LIMITS BY HOUSEHOLD SIZE, FY 2022						
(BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)						
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80% AMI Limit	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450

To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

- 1) Rental housing is affordable when it costs no more than 30% of a household's gross income. Households that pay more than this toward housing costs are considered cost-burdened by HUD.
- 2) Homeownership units are affordable when the purchase price is no more than three times a household's annual income.
- 3) An average of 1.5 persons will reside in each bedroom of a residential unit.

Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Affordable Rent Calculation

The calculation of affordable rents is determined by first identifying the income limit for the household size using the methodology shown above. Following this, the income limit is multiplied by 0.3 to cap rent at 30% of household income, divided by 12, and rounded up to the nearest whole number to find the monthly maximum rent. See the examples below.

Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1 Person) = 1 Person Income Limit

$$54,000 (0.3) = 16,200$$

$$16,200 / 12 = 1,350.00$$

Rounded up = \$1,350.00 maximum rent

1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit

$$(54,000 + 61,700) / 2 = 57,850$$

$$57,850 (0.3) = 17,355$$

$$17,355 / 12 = 1,446.25$$

Rounded up = \$1,446 maximum rent

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$506	\$543	\$651	\$767	\$930
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Affordable Homeownership Calculation

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AFFORDABLE HOME PRICE, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
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50% AMI Limit	\$101,250.00	\$108,525.00	\$130,200.00	\$150,450.00	\$167,850.00
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Please be mindful that any analysis of the legislation, unless otherwise stated, is based on a summary of the information provided by the Applicant who requested the rezoning/Land Use amendment and in some cases, on public real estate data obtained from the Internet. The analysis does not extend through the next 30 years as required by the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2 because it is impossible to estimate the affordability of market-rate housing beyond the initial lease-up or sale of the units. In addition, any changes to a zoning/Land Use will apply to any future developments, not just the initial development proposed by the current Applicant. Therefore, the Office of Housing and Community Development cannot estimate any future development that may take place on parcel(s) not within this Applicant's scope of work.

With respect to the accuracy of any and all initial estimates of affordability, the estimates that are provided for initial developments are largely dependent on the honesty of Applicants and their willingness to provide the most accurate available data. Data on potential rent, sales price, units to be constructed, the number of bedrooms per unit, etc. are subject to change as developers assess market conditions prior to and throughout construction. Therefore, this data should not be used as a basis to form any quantitative conclusions. For data that may better reflect the Applicant's final building plans, please refer to the issued building permit.

Attachment: Housing Impact Statement- Z-22-069 CDP-22-042 (22-O-1854 : CDP-22-042 Land Use Amendment 581 Edgewood (Rear) SE 21

**CITY COUNCIL
ATLANTA, GEORGIA**

H.13

22-O-1855

CDP-22-045 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE CERTAIN PROPERTIES ALONG CAMPBELLTON ROAD BETWEEN BUTNER ROAD SW AND THE CITY OF ATLANTA CITY LIMITS FROM VARIOUS LAND USE DESIGNATIONS TO VARIOUS LAND USE DESIGNATIONS TO IMPLEMENT CERTAIN RECOMMENDATIONS OF THE CAMPBELLTON-CASCADE CORRIDOR REDEVELOPMENT PLAN; AND FOR OTHER PURPOSES. (Z-22-071) NPU-P COUNCIL DISTRICT 11

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows:

SECTION 1. An ordinance to amend the Land Use Element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate certain properties along Campbellton Road SW between Butner Road SW and the City of Atlanta City Limits from Various Land Use Designations to Various Land Use Designations to implement certain recommendations of the Campbellton-Cascade Corridor Redevelopment Plan and for other purposes to wit: (Z-22-071).

That all tracts or parcels of land lying and being in Land Lots 32, 43, 64, 65 and 76 of the 14Fth District of Fulton County, Georgia. Said properties is more specifically shown on Exhibit 'A' and Exhibit 'B' which are hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1855

CDP-22-045 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE CERTAIN PROPERTIES ALONG CAMPBELLTON ROAD BETWEEN BUTNER ROAD SW AND THE CITY OF ATLANTA CITY LIMITS FROM VARIOUS LAND USE DESIGNATIONS TO VARIOUS LAND USE DESIGNATIONS TO IMPLEMENT CERTAIN RECOMMENDATIONS OF THE CAMPBELLTON-CASCADE CORRIDOR REDEVELOPMENT PLAN; AND FOR OTHER PURPOSES. (Z-22-071) NPU-P COUNCIL DISTRICT 11

Workflow List:

Keyetta M Holmes	Completed	11/01/2022 2:08 PM
Jonathan S Futrell	Completed	11/01/2022 4:29 PM
Jahnee Prince	Completed	11/01/2022 6:22 PM
Office of Research and Policy Analysis	Completed	11/09/2022 1:51 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

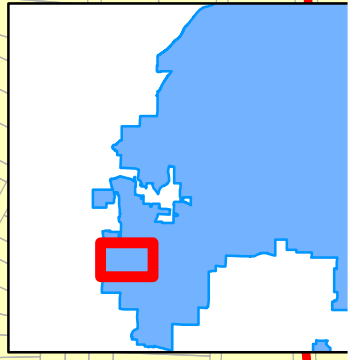
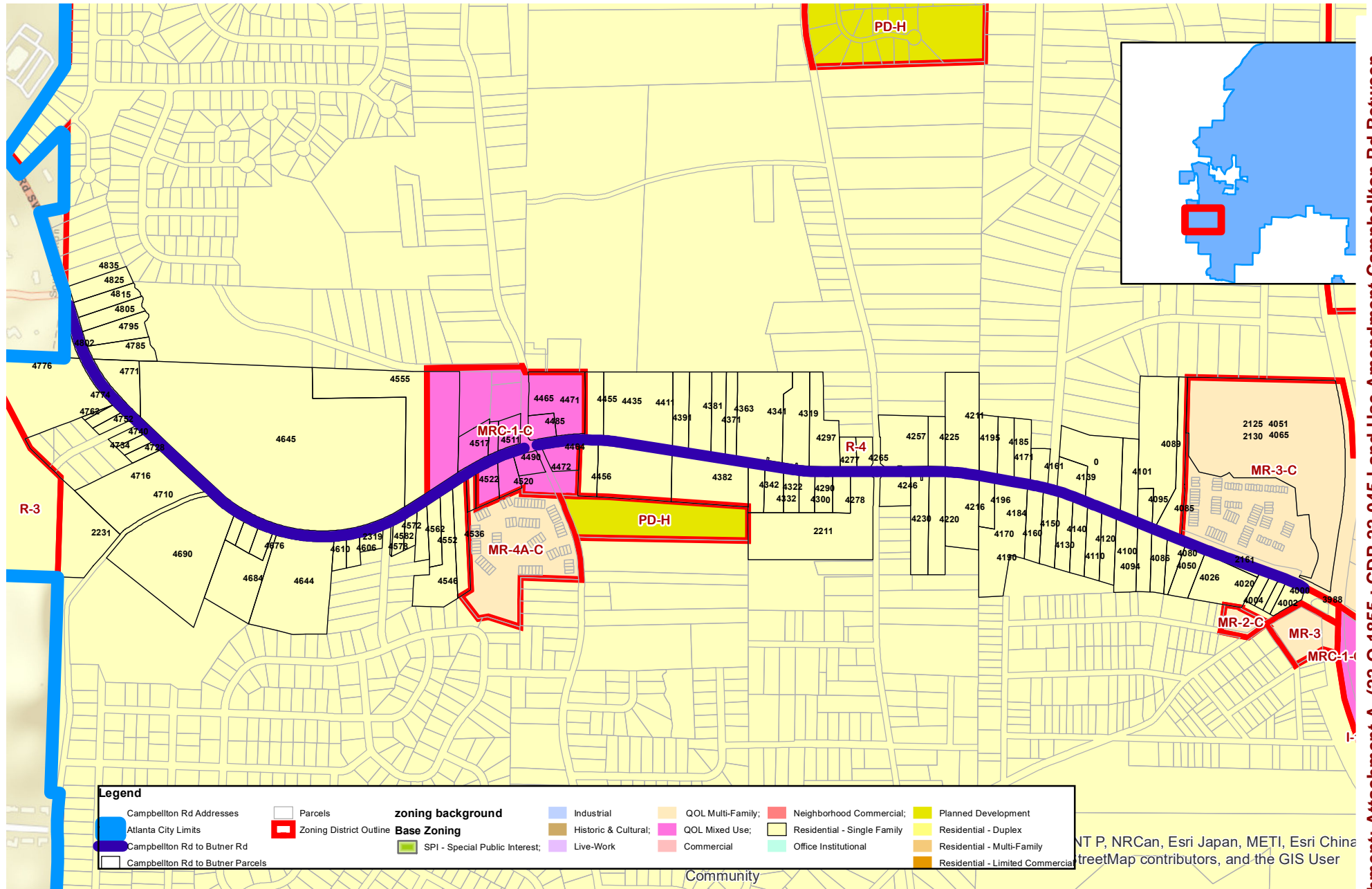
Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

PARCEL ID	ADDRESS	Current Zoning	Proposed Zoning
14F00320003048	4026 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006025	4130 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006036	4161 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006022	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006023	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00430002003	4290 CAMPBELLTON RD SW	R-4	MRC-2
14F00430001036	4216 CAMPBELLTON RD SW	R-4	MRC-2
14F0065 LL095	0 CAMPBELLTON RD SW	R-4	MR-1
14F0065 LL083	4511 CAMPBELLTON RD SW	MRC-1-C	MRC-2-C
14F00650001001	0 CAMPBELLTON RD SW	R-4	MR-1
14F0065 LL099	4517 CAMPBELLTON RD SW	MRC-1-C	MRC-2-C
14F0065 LL082	4684 CAMPBELLTON RD SW	R-4	MR-1
14F0032 LL069	4005 CAMPBELLTON RD SW	MR-3-C	MRC-2
14F00650001006	0 CAMPBELLTON RD SW	R-4	MR-1
14F00430002035	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006015	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006021	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006041	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006024	4140 CAMPBELLTON RD SW	R-4	MRC-2
14F0043 LL159	0 CAMPBELLTON RD	MR-4-C	MR-1-C
14F00430001004	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00650001020	4734 CAMPBELLTON RD SW	R-4	MR-1
14F00650001019	4740 CAMPBELLTON RD SW	R-4	MR-1
14F0065 LL093	4644 CAMPBELLTON RD SW	R-4	MR-1
14F00650002049	4606 CAMPBELLTON RD SW	R-4	MR-1
14F0064 LL084	4825 CAMPBELLTON RD SW	R-4	MR-1
14F00430001003	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006040	4085 CAMPBELLTON RD SW	R-4	MRC-2
14F0043 LL069	4465 CAMPBELLTON RD SW	MRC-1-C	MRC-2-C
14F00430002004	0 CAMPBELLTON RD SW	R-4	MRC-2
14F0065 LL101	4555 CAMPBELLTON RD SW	MRC-1-C	MR-C
14F0043 LL074	4454 CAMPBELLTON RD SW	R-4	MRC
14F00320006005	4171 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006030	4086 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006027	4110 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006038	4139 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006031	4080 CAMPBELLTON RD SW	R-4	MRC-2
14F0043 LL054	4472 CAMPBELLTON RD SW	MRC-1-C	MRC-2-C
14F0043 LL050	4381 CAMPBELLTON RD SW	R-4	MRC-2
14F00430001021	4211 CAMPBELLTON RD SW	R-4	MRC-2
14F0065 LL058	4578 CAMPBELLTON RD SW	R-4	MR-1
14F00650001007	4762 CAMPBELLTON RD SW	R-4	MR-1
14F0065 LL081	4676 CAMPBELLTON RD SW	R-4	MR-1
14F0065 LL012	0 CAMPBELLTON RD SW	R-4	MR-1
14F00650002048	4610 CAMPBELLTON RD SW	R-4	MR-1
14F00430001023	4257 CAMPBELLTON RD SW	R-4	MRC-2

PARCEL ID	ADDRESS	Current Zoning	Proposed Zoning
14F00320003067	4020 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006019	4196 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006014	4095 CAMPBELLTON RD SW	R-4	MRC-2
14F00430001025	4246 CAMPBELLTON RD SW	R-4	MRC-2
14F00430002024	4300 CAMPBELLTON RD SW	R-4	MRC-2
14F00430002034	4332 CAMPBELLTON RD SW	R-4	MRC-2
14F0043 LL073	0 CAMPBELLTON RD SW	R-4	MRC-2
14F0064 LL093	4815 CAMPBELLTON RD SW	R-4	MR-1
14F0043 LL070	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00320003066	4004 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006032	4050 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006028	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006029	4094 CAMPBELLTON RD SW	R-4	MRC-2
14F0043 LL066	4490 CAMPBELLTON RD SW	MRC-1-C	MRC-2-C
14F0043 LL007	4371 CAMPBELLTON RD SW	R-4	MRC-2
14F0064 LL057	0 CAMPBELLTON RD SW	R-4	MRC-2
14F0065 LL057	4572 CAMPBELLTON RD SW	R-4	MR-1
14F0065 LL067	0 CAMPBELLTON RD SW	R-4	MR-1
14F0065 LL094	4684 CAMPBELLTON RD SW	R-4	MR-1
14F00650001008	4752 CAMPBELLTON RD SW	R-4	MR-1
14F0065 LL100	4531 CAMPBELLTON RD SW	MRC-1-C	MRC-2-C
14F0065 LL073	4562 CAMPBELLTON RD SW	R-4	MR-1
14F00650001027	0 CAMPBELLTON RD SW	R-4	MR-1
14F0043 LL005	4411 CAMPBELLTON RD SW	R-4	MRC-2
14F0043 LL160	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00430001013	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00430001001	4319 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006012	4089 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006004	4185 CAMPBELLTON RD SW	R-4	MRC-2
14F0043 LL062	4485 CAMPBELLTON RD SW	MRC-1-C	MRC-2-C
14F0064 LL090	0 CAMPBELLTON RD SW	R-4	MR-1
14F0064 LL091	0 CAMPBELLTON RD SW	R-4	MR-1
14F0064 LL092	4805 CAMPBELLTON RD SW	R-4	MR-1
14F00650001025	4716 CAMPBELLTON RD SW	R-4	MR-1
14F0065 LL090	4552 CAMPBELLTON RD SW	R-4	MR-1
14F0043 LL051	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00430001024	4225 CAMPBELLTON RD SW	R-4	MRC-2
14F00320003065	4002 CAMPBELLTON RD SW	R-4	MRC-2
14F00320003064	4000 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006003	4195 CAMPBELLTON RD SW	R-4	MRC-2
14F00320006026	4120 CAMPBELLTON RD SW	R-4	MRC-2
14F00430002042	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00430001027	0 CAMPBELLTON RD SW	R-4	MRC-2
14F00430001026	4230 CAMPBELLTON RD SW	R-4	MRC-2
14F0065 LL003	0 CAMPBELLTON RD SW	R-4	MR-1
14F00650001021	4728 CAMPBELLTON RD SW	R-4	MR-1

PARCEL ID	ADDRESS	Current Zoning	Proposed Zoning
14F0065 LL089	4520 CAMPBELLTON RD SW	MRC-1-C	MRC-2-C
14F0065 LL092	4546 CAMPBELLTON RD SW	R-4	MR-1
14F0065 LL088	0 CAMPBELLTON RD SW	MRC-1-C	MRC-2-C
14F0043 LL081	4382 CAMPBELLTON RD SW	R-4	MRC-2

Campbellton Rd to Butner Rd



Attachment: Attachment A (22-O-1855 : CDP-22-045 Land Use Amendment Campbellton Rd Between

Map provided by ESRI, P, NRCan, Esri Japan, METI, Esri China (International), Swisstopo, Swisstopo, and the GIS User Community

22-O-1814

AN ORDINANCE BY COUNCILMEMBER MARCI COLLIER OVERSTREET AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION TO UTILIZE THE CITY OF ATLANTA TREE TRUST FUND AS THE SOURCE OF FUNDING FOR MANAGEMENT ACTIVITIES FOR PROPERTY DESIGNATED, IN PERPETUITY AS FOREST LAND, ON 178 ACRES OF REAL PROPERTY LOCATED AT 0 FAIRBURN RD SW, ATLANTA, GA, FULTON COUNTY TAX PARCEL ID NUMBERS 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0, FOR THE PROTECTION, MANAGEMENT AND REGENERATION OF TREES AND OTHER FOREST RESOURCES AS AUTHORIZED UNDER CITY CODE SECTION 158-66 (B); IN AN AMOUNT NOT TO EXCEED _____; TO BE PAID FROM THE TREE TRUST FUND USING THE FUND AND ACCOUNT INFORMATION LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, greenspace is an integral part of the fabric of the City of Atlanta ("City"); and

WHEREAS, Ordinance 16-0-1353, adopted by the City Council on November 21, 2016, and approved as per City Charter Section 2-403 on November 30, 2016 (codified as City Code Sec. 158-66(b)), authorizes the City to procure privately-owned afforested property containing i) 80 percent or more canopy cover; ii) minimum forestation standards of 1,000 DBH inches; and/or iii) 50 mature trees per acre ("minimum eligibility criterion"); and

WHEREAS, in addition to meeting one or more of the minimum eligibility criterion, the aforementioned city code section requires that the property: i) be dedicated and preserved in perpetuity as forested land; ii) be available for public use without cost (subject to park rules and other applicable city ordinances); and c) use of the property be restricted to passive recreational activities with minimal environmental impact, as determined and established in writing by the department of parks and recreation commissioner based on the characteristics of the property; and

WHEREAS, the City has identified property located at 0 Fairburn Rd SW, Atlanta, GA, Fulton County tax parcel ID numbers 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0 (the "Property") approximately depicted in Exhibit A, attached hereto and incorporated herein by this reference that it has determined should be preserved as afforested land in perpetuity for its high conservation value; and

WHEREAS, the Property meets the minimum eligibility criterion, including preserving and contributing to the Camp Creek watershed, and it is in the best interest of the City to acquire the Property as forested land in perpetuity and shall be available for public use without cost (subject to City of Atlanta rules and other ordinances); and

WHEREAS, following the acquisition of the Property, the City of Atlanta Department of Parks and Recreation ("DPR") is the department responsible for oversight of the Property; and

WHEREAS, as specified in the code section 158-66 (b), a Property Management Plan and Budget has been created that specifies the types of management and improvements that will be needed at the property for the next three years depicted in Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS, the Property Management Plan will describe the types of management that may be needed at the Property, will estimate the Property's annual management cost, and will identify the source of funding for the estimated annual management cost; and

WHEREAS, as authorized under city code section 158-66, to the extent that the commissioner identifies the tree trust fund as the source of management funding, any specific allocation of management dollars from the tree trust fund shall be authorized as a separate procurement or expenditure, in a manner consistent with applicable city ordinances; and

WHEREAS, funding from the Tree Trust Fund will be allocated to DPR or their designee as prescribed in the Property Management Plan to conduct management on the property; and

WHEREAS, the Department of Parks and Recreation will be required to submit subsequent legislation for authorization to use additional Tree Trust Funds and after the first three-year management term is complete for ongoing management if Tree Trust Funds are identified as the source of management funding for the property.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows:

SECTION 1: The Department of Parks and Recreation, on behalf of the City, is hereby authorized to allow for the use of Tree Trust Funds for management purposes as provided in 158-66 (b) and attached as Exhibit B: Management and Maintenance Plan for [services].

SECTION 2: The Authorized Amount shall not exceed a total of [amount] for a period of three years and shall be paid from the Tree Trust Fund enumerated in Section 3.

SECTION 3: The costs of the management and management plan shall be charged to and paid from the amended FY 2023 through FY 2026 Tree Trust Fund as follows:

7701(Trust Fund) 140201(PRC Parks) 5212001(Consulting/Prof. Services) 6210000(Parks Admin)
600013(Tree Recompense) 69999(Funding Source)

Year 1 Management Plan

Transfer \$_____ from Appropriations:

7701(Trust Fund) 250101(DCP) 5239004(Grants) 1320000(Chief Executive) 600013(Tree Recompense) 69999(Funding Source)

Add \$_____ to Appropriations:

7701(Trust Fund) 140201(PRC Parks) 5212001(Consulting/Prof. Services) 6210000(Parks Admin)
600013(Tree Recompense) 69999(Funding Source)

Year 2 Management Plan

Transfer \$_____ from Appropriations:

7701(Trust Fund) 250101(DCP) 5239004(Grants) 1320000(Chief Executive) 600013(Tree Recompense) 69999(Funding Source)

Add \$_____ to Appropriations:

7701(Trust Fund) 140201(PRC Parks) 5212001(Consulting/Prof. Services) 6210000(Parks Admin)
600013(Tree Recompense) 69999(Funding Source)

Year 3 Management Plan

Transfer \$_____ from Appropriations:

7701(Trust Fund) 250101(DCP) 5239004(Grants) 1320000(Chief Executive) 600013(Tree Recompense) 69999(Funding Source)

Add \$_____ to Appropriations:

7701(Trust Fund) 140201(PRC Parks) 5212001(Consulting/Prof. Services) 6210000(Parks Admin) 600013(Tree Recompense) 69999(Funding Source)

SECTION 4: The Property is dedicated as a Tree Trust Fund Acquisition and the City of Atlanta shall retain the Property in perpetuity as public forested land with passive recreational facilities, provided that such facilities are developed and managed to have minimal environmental impact, as determined, and established based on the characteristics of the property.

SECTION 5: The Property shall be available for public use without cost (subject to City of Atlanta rules and other ordinances).

SECTION 6: Attached to this ordinance as Exhibit B is the management plan for the Property. This plan describes the types of management that may be needed at the Property, estimates the Property's annual management cost, and identifies the source of funding for the estimated annual management cost.

SECTION 7: Additional requests for use of funds from the Tree Trust Fund for the management of the property will require authorizing legislation.

SECTION 8: Pursuant to Section 158-66(b)(2) of the City of Atlanta Code of Ordinances, any and all future uses of the Tree Trust Fund for management plans of any new properties must be evaluated on a case-by-case basis and receive Council authorization prior to use and disbursement of the funds.

Exhibit A

Property

Exhibit B

Management Plan

CITY COUNCIL
ATLANTA, GEORGIA

22-O-1814

SPONSOR SIGNATURES



Mari Collier Overstreet, Councilmember, District 11

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1814

AN ORDINANCE BY COUNCILMEMBER MARCI COLLIER OVERSTREET AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION TO UTILIZE THE CITY OF ATLANTA TREE TRUST FUND AS THE SOURCE OF FUNDING FOR MANAGEMENT ACTIVITIES FOR PROPERTY DESIGNATED, IN PERPETUITY AS FOREST LAND, ON 178 ACRES OF REAL PROPERTY LOCATED AT 0 FAIRBURN RD SW, ATLANTA, GA, FULTON COUNTY TAX PARCEL ID NUMBERS 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0, FOR THE PROTECTION, MANAGEMENT AND REGENERATION OF TREES AND OTHER FOREST RESOURCES AS AUTHORIZED UNDER CITY CODE SECTION 158-66 (B); IN AN AMOUNT NOT TO EXCEED _____; TO BE PAID FROM THE TREE TRUST FUND USING THE FUND AND ACCOUNT INFORMATION LISTED HEREIN; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM
Mayor's Office	Pending	
Office of Research and Policy Analysis	Pending	

HISTORY:

11/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/15/2022 1:30 PM
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22-O-1814

AN ORDINANCE BY COUNCILMEMBER MARCI COLLIER OVERSTREET AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION TO UTILIZE THE CITY OF ATLANTA TREE TRUST FUND AS THE SOURCE OF FUNDING FOR MANAGEMENT ACTIVITIES FOR PROPERTY DESIGNATED, IN PERPETUITY AS FOREST LAND, ON 178 ACRES OF REAL PROPERTY LOCATED AT 0 FAIRBURN RD SW, ATLANTA, GA, FULTON COUNTY TAX PARCEL ID NUMBERS 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0, FOR THE PROTECTION, MANAGEMENT AND REGENERATION OF TREES AND OTHER FOREST RESOURCES AS AUTHORIZED UNDER CITY CODE SECTION 158-66 (B); IN AN AMOUNT NOT TO EXCEED _____; TO BE PAID FROM THE TREE TRUST FUND USING THE FUND AND ACCOUNT INFORMATION LISTED HEREIN; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

4.

**ELMS ID# 31364
AN ORDINANCE BY
COUNCILMEMBER MARCI COLLIER OVERSTREET**

AN ORDINANCE AS AMENDED BY THE ATLANTA CITY COUNCIL AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION TO UTILIZE THE CITY OF ATLANTA TREE TRUST FUND AS THE SOURCE OF FUNDING FOR MANAGEMENT ACTIVITIES FOR PROPERTY DESIGNATED, IN PERPETUITY AS FOREST LAND, ON 178 ACRES OF REAL PROPERTY LOCATED AT 0 FAIRBURN RD SW, ATLANTA, GA, FULTON COUNTY TAX PARCEL ID NUMBERS 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0, FOR THE PROTECTION, MANAGEMENT, AND REGENERATION OF TREES AND OTHER FOREST RESOURCES AS AUTHORIZED UNDER CITY CODE SECTION 158-66 (B); IN AN AMOUNT NOT TO EXCEED [REDACTED]; TO BE PAID FROM THE TREE TRUST FUND USING THE FUND AND ACCOUNT INFORMATION LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, greenspace is an integral part of the fabric of the City of Atlanta ("City"); and

WHEREAS, Ordinance 16-0-1353, adopted by the City Council on November 21, 2016, and approved as per City Charter Section 2-403 on November 30, 2016 (codified as City Code Sec. 158-66(b)), authorizes the City to procure privately-owned afforested property containing i) 80 percent or more canopy cover; ii) minimum forestation standards of 1,000 DBH inches; and/or iii) 50 mature trees per acre ("minimum eligibility criterion"); and

WHEREAS, in addition to meeting one or more of the minimum eligibility criterion, the aforementioned city code section requires that the property: i) be dedicated and preserved in perpetuity as forested land; ii) be available for public use without cost (subject to park rules and other applicable city ordinances); and c) use of the property be restricted to passive recreational activities with minimal environmental impact, as determined and established in writing by the department of parks and recreation commissioner based on the characteristics of the property; and

WHEREAS, the City has identified property located at 0 Fairburn Rd SW, Atlanta, GA, Fulton County tax parcel ID numbers 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0 (the "Property") approximately depicted in Exhibit A, attached hereto and incorporated herein by this reference that it has determined should be preserved as afforested land in perpetuity for its high conservation value; and

WHEREAS, the Property meets the minimum eligibility criterion, including preserving and contributing to the Camp Creek watershed, and it is in the best interest of the City to acquire the Property as forested land in perpetuity and shall be available for public use without cost (subject to City of Atlanta rules and other ordinances); and

WHEREAS, following the acquisition of the Property, the City of Atlanta Department of Parks and Recreation ("DPR") is the department responsible for oversight of the Property; and

WHEREAS, as specified in the code section 158-66 (b), a Property Management Plan and Budget has been created that specifies the types of management and improvements that will be needed at the property for the next three years depicted in **Exhibit B** attached hereto and incorporated herein by this reference; and

WHEREAS, the Property Management Plan will describe the types of management that may be needed at the Property, will estimate the Property's annual management cost, and will identify the source of funding for the estimated annual management cost; and

WHEREAS, as authorized under city code section 158-66, to the extent that the commissioner identifies the tree trust fund as the source of management funding, any specific allocation of management dollars from the tree trust fund shall be authorized as a separate procurement or expenditure, in a manner consistent with applicable city ordinances; and

WHEREAS, funding from the Tree Trust Fund will be allocated to DPR or their designee as prescribed in the Property Management Plan to conduct management on the property; and

WHEREAS, the Department of Parks and Recreation will be required to submit subsequent legislation for authorization to use additional Tree Trust Funds and after the first three-year management term is complete for ongoing management if Tree Trust Funds are identified as the source of management funding for the property.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The Department of Parks and Recreation, on behalf of the City, is hereby authorized to allow for the use of Tree Trust Funds for management purposes as provided in 158-66 (b) and attached as Exhibit B: Management and Maintenance Plan for [services].

SECTION 2: The Authorized Amount shall not exceed a total of [amount] for a period of three years and shall be paid from the Tree Trust Fund enumerated in Section 3.

SECTION 3: The costs of the management and management plan shall be charged to and paid from the amended FY 2023 through FY 2026 Tree Trust Fund as follows:

7701(Trust Fund) 140201(PRC Parks) 5212001(Consulting/Prof. Services) 6210000(Parks Admin) 600013(Tree Recompense) 69999(Funding Source)

Attachment: #4_31364 (22-O-1814 : SE Land Trust - Tree Trust Fund)

Year 1 Management Plan

Transfer \$ _____ from Appropriations:

7701(Trust Fund) 250101(DCP) 5239004(Grants) 1320000(Chief Executive) 600013(Tree Recompense) 69999(Funding Source)

Add \$ _____ to Appropriations:

7701(Trust Fund) 140201(PRC Parks) 5212001(Consulting/Prof. Services) 6210000(Parks Admin) 600013(Tree Recompense) 69999(Funding Source)

Year 2 Management Plan

Transfer \$ _____ from Appropriations:

7701(Trust Fund) 250101(DCP) 5239004(Grants) 1320000(Chief Executive) 600013(Tree Recompense) 69999(Funding Source)

Add \$ _____ to Appropriations:

7701(Trust Fund) 140201(PRC Parks) 5212001(Consulting/Prof. Services) 6210000(Parks Admin) 600013(Tree Recompense) 69999(Funding Source)

Year 3 Management Plan

Transfer \$ _____ from Appropriations:

7701(Trust Fund) 250101(DCP) 5239004(Grants) 1320000(Chief Executive) 600013(Tree Recompense) 69999(Funding Source)

Add \$ _____ to Appropriations:

7701(Trust Fund) 140201(PRC Parks) 5212001(Consulting/Prof. Services) 6210000(Parks Admin) 600013(Tree Recompense) 69999(Funding Source)

SECTION 4: The Property is dedicated as a Tree Trust Fund Acquisition and the City of Atlanta shall retain the Property in perpetuity as public forested land with passive recreational facilities, provided that such facilities are developed and managed to have minimal environmental impact, as determined, and established based on the characteristics of the property.

SECTION 5: The Property shall be available for public use without cost (subject to City of Atlanta rules and other ordinances).

SECTION 6: Attached to this ordinance as Exhibit B is the management plan for the Property. This plan describes the types of management that may be needed at the Property, estimates the Property's annual management cost, and identifies the source of funding for the estimated annual management cost.

SECTION 7: Additional requests for use of funds from the Tree Trust Fund for the management of the property will require authorizing legislation.

SECTION 8: Pursuant to Section 158-66(b)(2) of the City of Atlanta Code of Ordinances, any and all future uses of the Tree Trust Fund for management plans of any new properties must be evaluated on a case-by-case basis and receive Council authorization prior to use and disbursement of the funds.

Exhibit A
Property

Attachment: #4_31364 (22-O-1814 : SE Land Trust - Tree Trust Fund)

Exhibit B
Management Plan

Attachment: #4_31364 (22-O-1814 : SE Land Trust - Tree Trust Fund)

**CITY COUNCIL
ATLANTA, GEORGIA**

I.15

22-O-1815

AN ORDINANCE BY COUNCILMEMBER MARCI COLLIER OVERSTREET AUTHORIZING THE MAYOR OR HIS DESIGNEE, OR THE CHIEF PROCUREMENT OFFICER OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ACQUIRE FROM THE CONSERVATION FUND APPROXIMATELY 178 ACRES OF REAL PROPERTY LOCATED AT 0 FAIRBURN RD SW, ATLANTA, GA, FULTON COUNTY TAX PARCEL ID NUMBERS 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0, FOR THE PROTECTION, MAINTENANCE, AND REGENERATION OF TREES AND OTHER FOREST RESOURCES AS AUTHORIZED UNDER CITY CODE SECTION 158-66 (B); TO BE DESIGNATED IN PERPETUITY AS FORESTED LAND; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO ACQUIRE THE PROPERTY; AND AUTHORIZING ACQUISITION, DUE DILIGENCE, CLOSING COSTS, SIGNAGE, DEMOLITION, SITE SECURITY AND STABILIZATION, FENCING AND OTHER SITE DEVELOPMENT COSTS IN AN AMOUNT NOT TO EXCEED _____, TO BE PAID FROM THE TREE TRUST FUND USING THE FUND AND ACCOUNT INFORMATION LISTED HEREIN; WAIVING SECTION 2-1541 (D) OF THE PROCUREMENT AND REAL ESTATE CODE; AND FOR OTHER PURPOSES.

WHEREAS, greenspace is an integral part of the fabric of the City of Atlanta (“City”); and

WHEREAS, Ordinance 16-O-1353, adopted by the City Council on November 21, 2016 and approved as per City Charter Section 2-403 on November 30, 2016 (codified as City Code Section 158-66(b)), authorizes the City to procure privately-owned afforested property containing I) 80 percent or more canopy cover; ii) minimum forestation standards of 1,000 DBH inches; and/or iii) 50 mature trees per acre (“minimum eligibility criterion”); and

WHEREAS, in addition to meeting one or more of the minimum eligibility criterion, the aforementioned city code section requires that the property: I) be dedicated and preserved in perpetuity as forested land; ii) be available for public use without cost (subject to park rules and other applicable city ordinances); and c) use of the property be restricted to passive recreational activities with minimal environmental impact, as determined and established in writing by the Department of Parks and Recreation commissioner based on the characteristics of the property; and

WHEREAS, the City has identified property located at 0 Fairburn Rd SE, Atlanta, GA, Fulton County tax parcel ID numbers 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0 (the “Property”) approximately depicted in Exhibit A, attached hereto and incorporated herein by this reference that it has determined should be preserved as afforested land in perpetuity for its high-conservation value; and

WHEREAS, pursuant to City Code Section 158-66 (b)(3), the commissioners of the Department of City Planning and the Department of Parks and Recreation jointly developed a written list of factors and a process for evaluating parcels that may be suitable for acquisition as forested property and each commissioner prepared an affidavit affirming that these factors and process were followed in the selection of the Property and these affidavits are attached as Exhibit B; and

WHEREAS, The Conservation Fund (the “TCF”), a national non-profit 501(c)(3) organization, has a mission to work with public, private and nonprofit partners to protect America’s legacy of land and water resources through land acquisition, sustainable community and economic development, and leadership training, emphasizing the integration of economic and environmental goals; and

WHEREAS, TCF acquires and hold real properties until the respective public agencies have funds to purchase the properties; and

WHEREAS, TCF purchased the Property; and

WHEREAS, the Property meets the minimum eligibility criterion, including preserving and contributing to the Camp Creek watershed, and it is in the best interest of the City to acquire the Property as forested land in perpetuity from TCF; and

WHEREAS, it is the desire of the City of Atlanta to acquire the Property from TCF; and

WHEREAS, following the acquisition of the Property by the City, it shall be available for public use without cost (subject to City of Atlanta rules and other ordinances); and

WHEREAS, the acquisition of the Property would protect in perpetuity high-value mature forest and habitat for the benefit of Atlanta’s residents and environment; and

WHEREAS, following the acquisition of the Property, the Property shall be subject to a deed restriction that preserves the Property in perpetuity; and

WHEREAS, as specified in the City Code Section 158-66 (b), a Property Maintenance Plan and Budget has been created that specifies the types of maintenance and improvements that will be needed at the property, included as Exhibit C attached hereto; and

WHEREAS, following the acquisition of the Property, the City of Atlanta Department of Parks and Recreation (“DPR”) is the department responsible for oversight of the property: and

WHEREAS, funding from the Tree Trust Fund will be allocated to DPR or their designee to conduct maintenance on the Property for the protection, maintenance, and regeneration of trees and other forest resources as authorized under City Code Section 158-66 (b).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1: The Chief Procurement Officer (“CPO”) or their designee, on behalf of the City, is hereby authorized to negotiate with TCF to purchase all or part of Property at 0 Fairburn Rd SW, Atlanta, GA, Fulton County tax parcel ID numbers; 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0 at a cost (the “Purchase Price”) that is at or no greater than fair market value as determined by an appraisal approved by the CPO or their designee. The property is approximately depicted in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 2: The CPO or their designee is authorized to obtain and pay for due diligence items deemed necessary to purchase the property including but not limited to; surveys, title reports, environmental assessments, appraisals, title insurance, real estate services fees, technical reports, site security, signage, site stabilization, fencing, closing costs, and other costs of acquisition (collectively, the “Due Diligence and Purchase Services”).

SECTION 3: The Purchase Price, Due Diligence, Purchase Services and site security and stabilization shall not exceed a total of \$_____ (made up of \$_____ in acquisition costs and \$_____ in site security and stabilization costs) and shall be paid from the Tree Trust Fund budget enumerated in Section 4.

SECTION 4: The costs of the purchase for the acquisition in an amount not to exceed \$_____ shall be charged to and paid from Fund, Department Organization and Account Number: 7701(Trust Fund) 140201(PRC Parks) 5212001(Consulting/Prof. Services) 6210000(Parks Admin) 600013(Tree Recompense) 69999(Funding Source)

SECTION 5: The costs for site acquisition, security, and stabilization in an amount not to exceed \$_____ shall be charged to and paid from the FY20XX Tree Trust Fund budget, Department of Parks and Recreation which is hereby amended as follows:

Transfer \$_____ from Appropriations:

7701(Trust Fund) 250101(DCP) 5239004(Grants) 1320000(Chief Executive) 600013(Tree Recompense) 69999(Funding Source)

Add \$_____ to Appropriations:

7701(Trust Fund) 140201(PRC Parks) 5212001(Consulting/Prof. Services) 6210000(Parks Admin) 600013(Tree Recompense) 69999(Funding Source)

SECTION 6: The Property is hereby dedicated as a Tree Trust Fund Acquisition and the City of Atlanta shall retain the Property in perpetuity as public forested land with passive recreational facilities, provided that such facilities are developed and managed to have minimal environmental impact, as determined and established based on the characteristics of the property.

SECTION 7: The Property shall be available for public use without cost (subject to City of Atlanta rules and other ordinances).

SECTION 8: Attached to this ordinance as Exhibit B is the maintenance plan for the property. This plan describes the types of maintenance that may be needed at the Property, estimates the Property's annual maintenance cost, and identifies the source of funding for the estimated annual maintenance cost. To the extent that the commissioner identifies the tree trust fund as the source of maintenance funding, any specific allocation of maintenance dollars from the tree trust fund shall be authorized as a separate procurement or expenditure, in a manner consistent with applicable city ordinances.

SECTION 9: The requirements of Article X, Division 14, Subdivision II, Section 2-1541 (d) (Procurement and Real Estate Code) of the City of Atlanta Code of Ordinances, are waived, for the purposes of this Ordinance only, to allow the purchase of the Property on behalf of the City without further authorization by the City Council.

SECTION 10: The Mayor, on behalf of the City, is authorized to execute any and all deeds, instruments or other documents that the City Attorney deems to be necessary or advisable in order to carry into effect the intent of this Ordinance.

SECTION 11: The City Attorney is hereby directed to prepare, for execution by the Mayor on behalf of the City, any and all deeds, instruments, or other documents that the City Attorney deems necessary or advisable to carry into effect the intent of this Ordinance.

SECTION 12: Said deeds, instruments, or other documents shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder, until the same has been approved by the City Attorney as to form, attested to by the Municipal Clerk, and signed by the Mayor.

SECTION 13: The Mayor or his designee, the City Attorney or her designee, the Chief Procurement Officer or his designee, the Commissioner of the Department of Parks and Recreation or his designee, or other agent of the City, on behalf of the City in their official capacities in accordance with this ordinance, are authorized to take and do such further acts and deeds, and to execute and deliver, for and in the name of the City, respectively, such other documents, certificates, papers and instruments as they deem to be necessary, appropriate, advisable or required in order to effectuate the purpose and intent of this Ordinance and to consummate the actions contemplated by this Ordinance.

SECTION 14: All ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of the conflict.

EXHIBIT A

Property

EXHIBIT B

Commissioner Affidavits

EXHIBIT C

Management Plan

CITY COUNCIL
ATLANTA, GEORGIA

22-O-1815

SPONSOR SIGNATURES



Mari Collier Overstreet, Councilmember, District 11

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1815

AN ORDINANCE BY COUNCILMEMBER MARCI COLLIER OVERSTREET AUTHORIZING THE MAYOR OR HIS DESIGNEE, OR THE CHIEF PROCUREMENT OFFICER OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ACQUIRE FROM THE CONSERVATION FUND APPROXIMATELY 178 ACRES OF REAL PROPERTY LOCATED AT 0 FAIRBURN RD SW, ATLANTA, GA, FULTON COUNTY TAX PARCEL ID NUMBERS 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0, FOR THE PROTECTION, MAINTENANCE, AND REGENERATION OF TREES AND OTHER FOREST RESOURCES AS AUTHORIZED UNDER CITY CODE SECTION 158-66 (B); TO BE DESIGNATED IN PERPETUITY AS FORESTED LAND; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO ACQUIRE THE PROPERTY; AND AUTHORIZING ACQUISITION, DUE DILIGENCE, CLOSING COSTS, SIGNAGE, DEMOLITION, SITE SECURITY AND STABILIZATION, FENCING AND OTHER SITE DEVELOPMENT COSTS IN AN AMOUNT NOT TO EXCEED _____, TO BE PAID FROM THE TREE TRUST FUND USING THE FUND AND ACCOUNT INFORMATION LISTED HEREIN; WAIVING SECTION 2-1541 (D) OF THE PROCUREMENT AND REAL ESTATE CODE; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM
Mayor's Office	Pending	
Office of Research and Policy Analysis	Pending	

HISTORY:

11/07/22	Atlanta City Council	REFERRED WITHOUT OBJECTION
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**REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE
WITHOUT OBJECTION**

RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/15/2022 1:30 PM
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22-O-1815

AN ORDINANCE BY COUNCILMEMBER MARCI COLLIER OVERSTREET AUTHORIZING THE MAYOR OR HIS DESIGNEE, OR THE CHIEF PROCUREMENT OFFICER OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ACQUIRE FROM THE CONSERVATION FUND APPROXIMATELY 178 ACRES OF REAL PROPERTY LOCATED AT 0 FAIRBURN RD SW, ATLANTA, GA, FULTON COUNTY TAX PARCEL ID NUMBERS 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0, FOR THE PROTECTION, MAINTENANCE, AND REGENERATION OF TREES AND OTHER FOREST RESOURCES AS AUTHORIZED UNDER CITY CODE SECTION 158-66 (b); TO BE DESIGNATED IN PERPETUITY AS FORESTED LAND; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO ACQUIRE THE PROPERTY; AND AUTHORIZING ACQUISITION, DUE DILIGENCE, CLOSING COSTS, SIGNAGE, DEMOLITION, SITE SECURITY AND STABILIZATION, FENCING AND OTHER SITE DEVELOPMENT COSTS IN AN AMOUNT NOT TO EXCEED _____, TO BE PAID FROM THE TREE TRUST FUND USING THE FUND AND ACCOUNT INFORMATION LISTED HEREIN; WAIVING SECTION 2-1541 (d) OF THE PROCUREMENT AND REAL ESTATE CODE; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

**ELMS ID# 31363
AN ORDINANCE BY
COUNCILMEMBER MARCI COLLIER OVERSTREET**

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE, OR THE CHIEF PROCUREMENT OFFICER OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA TO ACQUIRE FROM THE CONSERVATION FUND APPROXIMATELY 178 ACRES OF REAL PROPERTY LOCATED AT 0 FAIRBURN RD SW, ATLANTA, GA, FULTON COUNTY TAX PARCEL ID NUMBERS 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0, FOR THE PROTECTION, MAINTENANCE, AND REGENERATION OF TREES AND OTHER FOREST RESOURCES AS AUTHORIZED UNDER CITY CODE SECTION 158-66 (b); TO BE DESIGNATED IN PERPETUITY AS FORESTED LAND; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO ACQUIRE THE PROPERTY; AND AUTHORIZING ACQUISITION, DUE DILIGENCE, CLOSING COSTS, SIGNAGE, DEMOLITION, SITE SECURITY AND STABILIZATION, FENCING, AND OTHER SITE DEVELOPMENT COSTS IN AN AMOUNT NOT TO EXCEED _____ TO BE PAID FROM THE TREE TRUST FUND USING THE FUND AND ACCOUNT INFORMATION LISTED HEREIN; WAIVING SECTION 2-1541 (d) OF THE PROCUREMENT AND REAL ESTATE CODE AND FOR OTHER PURPOSES.

WHEREAS, greenspace is an integral part of the fabric of the City of Atlanta (“City”); and

WHEREAS, Ordinance 16-O-1353, adopted by the City Council on November 21, 2016 and approved as per City Charter Section 2-403 on November 30, 2016 (codified as City Code Section 158-66(b)), authorizes the City to procure privately-owned afforested property containing i) 80 percent or more canopy cover; ii) minimum forestation standards of 1,000 DBH inches; and/or iii) 50 mature trees per acre (“minimum eligibility criterion”); and

WHEREAS, in addition to meeting one or more of the minimum eligibility criterion, the aforementioned city code section requires that the property: i) be dedicated and preserved in perpetuity as forested land; ii) be available for public use without cost (subject to park rules and other applicable city ordinances); and c) use of the property be restricted to passive recreational activities with minimal environmental impact, as determined and established in writing by the Department of Parks and Recreation commissioner based on the characteristics of the property; and

WHEREAS, the City has identified property located at 0 Fairburn Rd SE, Atlanta, GA, Fulton County tax parcel ID numbers 14F-0041-LL-047-8, 14F-0035-LL-071-6 AND 14F-0034-LL-036-0 (the “Property”) approximately depicted in Exhibit A, attached hereto and incorporated herein by this reference that it has determined should be preserved as afforested land in perpetuity for its high-conservation value; and

WHEREAS, pursuant to City Code Section 158-66 (b)(3), the commissioners of the Department of City Planning and the Department of Parks and Recreation jointly developed a written list of factors and a process for evaluating parcels that may be suitable for acquisition as forested property

and each commissioner prepared an affidavit affirming that these factors and process were followed in the selection of the Property and these affidavits are attached as **Exhibit B**; and

WHEREAS, The Conservation Fund (the “TCF”), a national non-profit 501(c)(3) organization, has a mission to work with public, private and nonprofit partners to protect America’s legacy of land and water resources through land acquisition, sustainable community and economic development, and leadership training, emphasizing the integration of economic and environmental goals; and

WHEREAS, TCF acquires and hold real properties until the respective public agencies have funds to purchase the properties; and

WHEREAS, TCF purchased the Property; and

WHEREAS, the Property meets the minimum eligibility criterion, including preserving and contributing to the Camp Creek watershed, and it is in the best interest of the City to acquire the Property as forested land in perpetuity from TCF; and

WHEREAS, it is the desire of the City of Atlanta to acquire the Property from TCF; and

WHEREAS, following the acquisition of the Property by the City, it shall be available for public use without cost (subject to City of Atlanta rules and other ordinances); and

WHEREAS, the acquisition of the Property would protect in perpetuity high-value mature forest and habitat for the benefit of Atlanta’s residents and environment; and

WHEREAS, following the acquisition of the Property, the Property shall be subject to a deed restriction that preserves the Property in perpetuity; and

WHEREAS, as specified in the City Code Section 158-66 (b), a Property Maintenance Plan and Budget has been created that specifies the types of maintenance and improvements that will be needed at the property, included as **Exhibit C** attached hereto; and

WHEREAS, following the acquisition of the Property, the City of Atlanta Department of Parks and Recreation (“DPR”) is the department responsible for oversight of the property; and

WHEREAS, funding from the Tree Trust Fund will be allocated to DPR or their designee to conduct maintenance on the Property for the protection, maintenance, and regeneration of trees and other forest resources as authorized under City Code Section 158-66 (b).

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The Chief Procurement Officer (“CPO”) or their designee, on behalf of the City, is hereby authorized to negotiate with TCF to purchase all or part of Property at 0 Fairburn Rd SW, Atlanta, GA, Fulton County tax parcel ID numbers; 14F-0041-LL-047-8, 14F-0035-LL-071-6

AND 14F-0034-LL-036-0 at a cost (the "Purchase Price") that is at or no greater than fair market value as determined by an appraisal approved by the CPO or their designee. The property is approximately depicted in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 2: The CPO or their designee is authorized to obtain and pay for due diligence items deemed necessary to purchase the property including but not limited to; surveys, title reports, environmental assessments, appraisals, title insurance, real estate services fees, technical reports, site security, signage, site stabilization, fencing, closing costs, and other costs of acquisition (collectively, the "Due Diligence and Purchase Services").

SECTION 3: The Purchase Price, Due Diligence, Purchase Services and site security and stabilization shall not exceed a total of \$ [redacted] (made up of \$ [redacted] in acquisition costs and \$ [redacted] in site security and stabilization costs) and shall be paid from the Tree Trust Fund budget enumerated in Section 4.

SECTION 4: The costs of the purchase for the acquisition in an amount not to exceed \$ [redacted] shall be charged to and paid from Fund, Department Organization and Account Number: 7701(Trust Fund) 140201(PRC Parks) 5212001(Consulting/Prof. Services) 6210000(Parks Admin) 600013(Tree Recompense) 69999(Funding Source)

SECTION 5: The costs for site acquisition, security, and stabilization in an amount not to exceed \$ [redacted] shall be charged to and paid from the FY20XX Tree Trust Fund budget, Department of Parks and Recreation which is hereby amended as follows:

Transfer \$ [redacted] from Appropriations:

7701(Trust Fund) 250101(DCP) 5239004(Grants) 1320000(Chief Executive) 600013(Tree Recompense) 69999(Funding Source)

Add \$ [redacted] to Appropriations:

7701(Trust Fund) 140201(PRC Parks) 5212001(Consulting/Prof. Services) 6210000(Parks Admin) 600013(Tree Recompense) 69999(Funding Source)

SECTION 6: The Property is hereby dedicated as a Tree Trust Fund Acquisition and the City of Atlanta shall retain the Property in perpetuity as public forested land with passive recreational facilities, provided that such facilities are developed and managed to have minimal environmental impact, as determined and established based on the characteristics of the property.

SECTION 7: The Property shall be available for public use without cost (subject to City of Atlanta rules and other ordinances).

SECTION 8: Attached to this ordinance as Exhibit B is the maintenance plan for the property. This plan describes the types of maintenance that may be needed at the Property, estimates the Property's annual maintenance cost, and identifies the source of funding for the estimated annual maintenance cost. To the extent that the commissioner identifies the tree trust fund as the source

of maintenance funding, any specific allocation of maintenance dollars from the tree trust fund shall be authorized as a separate procurement or expenditure, in a manner consistent with applicable city ordinances.

SECTION 9: The requirements of Article X, Division 14, Subdivision II, Section 2-1541 (d) (Procurement and Real Estate Code) of the City of Atlanta Code of Ordinances, are waived, for the purposes of this Ordinance only, to allow the purchase of the Property on behalf of the City without further authorization by the City Council.

SECTION 10: The Mayor, on behalf of the City, is authorized to execute any and all deeds, instruments or other documents that the City Attorney deems to be necessary or advisable in order to carry into effect the intent of this Ordinance.

SECTION 11: The City Attorney is hereby directed to prepare, for execution by the Mayor on behalf of the City, any and all deeds, instruments, or other documents that the City Attorney deems necessary or advisable to carry into effect the intent of this Ordinance.

SECTION 12: Said deeds, instruments, or other documents shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder, until the same has been approved by the City Attorney as to form, attested to by the Municipal Clerk, and signed by the Mayor.

SECTION 13: The Mayor or his designee, the City Attorney or her designee, the Chief Procurement Officer or his designee, the Commissioner of the Department of Parks and Recreation or his designee, or other agent of the City, on behalf of the City in their official capacities in accordance with this ordinance, are authorized to take and do such further acts and deeds, and to execute and deliver, for and in the name of the City, respectively, such other documents, certificates, papers and instruments as they deem to be necessary, appropriate, advisable or required in order to effectuate the purpose and intent of this Ordinance and to consummate the actions contemplated by this Ordinance.

SECTION 14: All ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of the conflict.

EXHIBIT A
Property

Attachment: #5_31363 (22-O-1815 : SE Land Acquisition)

EXHIBIT B
Commissioner Affidavits

Attachment: #5_31363 (22-O-1815 : SE Land Acquisition)

EXHIBIT C
Management Plan

Attachment: #5_31363 (22-O-1815 : SE Land Acquisition)

22-O-1829

AN ORDINANCE BY COUNCILMEMBERS MICHAEL JULIAN BOND, JASON WINSTON, AMIR FAROKHI, BYRON D. AMOS, JASON DOZIER, LILIANA BAKHTIARA, ALEX WAN, HOWARD SHOOK, MARY NORWOOD, DUSTIN HILLIS, MARCI COLLIER OVERSTREET AND MATT WESTMORELAND TO AMEND THE ATLANTA CITY CODE PART II (GENERAL ORDINANCES), CHAPTER 158 (VEGETATION), ARTICLE II (TREE PROTECTION), TO MAKE SEVERAL UPDATES RELATED TO ORDINANCE ADMINISTRATION, TREE PLANTING AND PROTECTION AND USE OF TREE TRUST FUNDS; TO AMEND PART III - LAND DEVELOPMENT CODE, PART 15 - LAND SUBDIVISION ORDINANCE, SECTIONS 15-07.004; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has not made substantive comprehensive changes to the tree protection ordinance since 2007; and

WHEREAS, since 2007, multiple aspects of the Tree Protection Ordinance have been identified by both the City and the public as needing to be changed; and

WHEREAS, the City plans to update the Tree Protection Ordinance incrementally over time and the amendments in this ordinance represent the first phase of revisions; and

WHEREAS, the City assembled a broad group of stakeholders representing a wide array of professions, interests, and opinions about the Tree Protection Ordinance to meet on multiple occasions and, through a consensus-making process, agreed upon the changes proposed in this legislation; and

WHEREAS, these changes will allow the ordinance to be administered more effectively by the City; and

WHEREAS, these changes will improve the quality and quantity of tree plantings in the City, insuring healthier, longer-lived trees and more resilient tree canopy; and

WHEREAS, these changes provide equitable support for the City's tree canopy by providing assistance for low-income homeowners who cannot afford to pay for the pruning or removal of dangerous trees on their property; and

WHEREAS, the City has determined that one of the amendments to the Tree Protection Ordinance should be accompanied by an associated change in the Land Subdivision Ordinance.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS AS FOLLOWS:

SECTION 1: That Part II (Code of Ordinances - General Ordinances), Chapter 158 (Vegetation), Article II (Tree Protection) is hereby amended as shown in "Exhibit A", with new language in **bold underlined font** and deleted language in ~~striketrough font~~.

SECTION 2: That Part III - Land Development Code, Part 15 - Land Subdivision Ordinance, Section 15-07.004(j) is hereby amended to insert a new subsection (6) with new language in **bold underline font**:

(6) Proposed tree plantings on common property for the entire development, including streets, as shown on the tree replacement plan as required in Sec.158-103 (k)(3).

SECTION 3: That all ordinances, parts of ordinances, and resolutions in conflict herewith are hereby waived for purposes of this ordinance only, and only to the extent of said conflict

CITY COUNCIL
ATLANTA, GEORGIA

22-O-1829

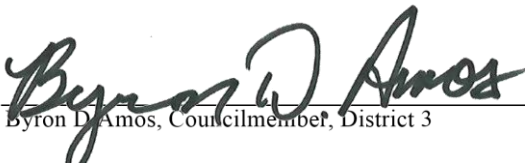
SPONSOR SIGNATURES



Jason H Winston, Councilmember, District 1


Michael Julian Bond, Councilmember, Post 1 At Large


Alex Wan, Councilmember, District 6


Amir R Firokhi, Councilmember, District 2


Byron D Amos, Councilmember, District 3


Duane Evans, Councilmember, District 9

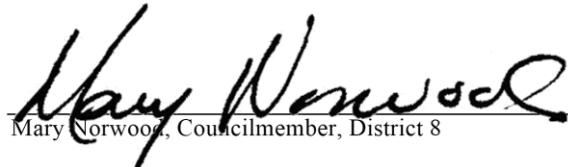

Howard Shook, Councilmember, District 7

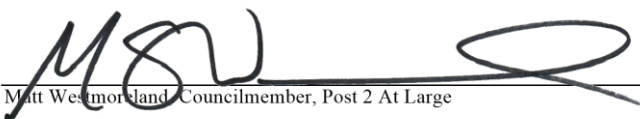

Jason Gozier, Councilmember, District 4


Kisha Sean Waites, Councilmember, Post 3 At Large


Liliava Bakhtiari, Councilmember, District 5


March Collier Overstreet, Councilmember, District 11


Mary Norwood, Councilmember, District 8


Matt Westmoreland, Councilmember, Post 2 At Large

22-O-1829

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1829

AN ORDINANCE BY COUNCILMEMBERS MICHAEL JULIAN BOND, JASON WINSTON, AMIR FAROKHI, BYRON D. AMOS, JASON DOZIER, LILIANA BAKHTIARA, ALEX WAN, HOWARD SHOOK, MARY NORWOOD, DUSTIN HILLIS, MARCI COLLIER OVERSTREET AND MATT WESTMORELAND TO AMEND THE ATLANTA CITY CODE PART II (GENERAL ORDINANCES), CHAPTER 158 (VEGETATION), ARTICLE II (TREE PROTECTION), TO MAKE SEVERAL UPDATES RELATED TO ORDINANCE ADMINISTRATION, TREE PLANTING AND PROTECTION AND USE OF TREE TRUST FUNDS; TO AMEND PART III - LAND DEVELOPMENT CODE, PART 15 - LAND SUBDIVISION ORDINANCE, SECTIONS 15-07.004; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM
Mayor's Office	Pending	
Office of Research and Policy Analysis	Pending	

HISTORY:

11/07/22	Atlanta City Council	REFERRED WITHOUT OBJECTION
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**REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE
WITHOUT OBJECTION**

RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/15/2022 1:30 PM
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22-O-1829

AN ORDINANCE BY COUNCILMEMBERS MICHAEL JULIAN BOND, JASON WINSTON, AMIR FAROKHI, BYRON D. AMOS, JASON DOZIER, LILIANA BAKHTIARA, ALEX WAN, HOWARD SHOOK, MARY NORWOOD, DUSTIN HILLIS, MARCI COLLIER OVERSTREET AND MATT WESTMORELAND TO AMEND THE ATLANTA CITY CODE PART II (GENERAL ORDINANCES), CHAPTER 158 (VEGETATION), ARTICLE II (TREE PROTECTION), TO MAKE SEVERAL UPDATES RELATED TO ORDINANCE ADMINISTRATION, TREE PLANTING AND PROTECTION AND USE OF TREE TRUST FUNDS; TO AMEND PART III - LAND DEVELOPMENT CODE, PART 15 - LAND SUBDIVISION ORDINANCE, SECTIONS 15-07.004; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

Exhibit A: Atlanta Tree Protection Ordinance changes**ARTICLE II. TREE PROTECTION¹****DIVISION 1. GENERALLY****Sec. 158-26. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means any person seeking approval to take action under this article.

Arborist division means the division within the department of city planning, office of buildings in which the city arborists reside.

Boundary tree means a tree on adjacent property whose root save area intrudes across the property line of the site under consideration.

Buildable area means that area of the lot available for the construction of a dwelling and permissible accessory uses after having provided the required front, side, rear and any other special yards required by part 15 or part 16 of the city code.

Business day means a weekday that is not a government holiday and in which the arborist division is open for a full day of business.

City shall mean City of Atlanta.

City arboricultural standards means the arboricultural specifications and standards of practice, prepared by the city forester and city arborist and approved by the tree conservation commission, which are adopted pursuant to this article.

City arborist shall mean an agent of the department of city planning responsible for administering this article regarding private property, or an agent of the department of parks and recreation responsible for administering this article regarding public property.

City forester means an agent of the department of parks and recreation responsible for preparing and regularly maintaining the arboricultural specifications and standards of practice, for preparing and administering the master plan and for regulating and conserving trees on public land.

Cover area means that area which falls within the drip line of any tree.

Critical root zone shall mean root save area, as defined below.

Destroy means any intentional or negligent act or lack of protection that is more likely than not to cause a tree to die within a period of five years, as determined by the city forester or city arborist. Such acts include, but are not limited to: performing grade changes (including lowering or filling the grade) that affect more than 20 percent of the root save area; trenching of roots; cutting, girdling or inflicting other severe mechanical injury to the trunk, roots or other vital sections of the tree; removing in excess of 20 percent of the live crown of the tree; inflicting damage upon the root system of a tree by the application of toxic substances, including solvents, oils,

¹Cross reference(s)—Environment, ch. 74.

gasoline and diesel fuel; causing damage by the operation of heavy machinery; causing damage by the storage of materials; and/or deliberately or negligently burning or setting fire to a tree. In addition, topping, tipping, or any similar improper pruning practices will automatically be deemed as destruction of a tree.

Diameter at breast height (DBH) means the diameter of the main stem of a tree or the combined diameters of a multi-stemmed tree as measured 4.5 feet above the natural grade at the base. The top diameter of a stump less than 4.5 feet tall shall be considered the "DBH" of an illegally destroyed tree for the purpose of calculating recompense.

Disease means any fungal, bacterial, or viral infection that will result in the death of the tree, as determined by the city forester or city arborist. Disease shall also mean any fungal, bacterial or viral infection that has progressed to the point where treatment will not prevent the death of the tree, as determined by the city forester or city arborist. In order for the city forester or city arborist to deem that a tree has a disease, the person requesting such determination must present a lab report identifying and presenting the etiology (the cause and origin) of the fungal, bacterial or viral infection.

Established recompense value means the dollar value to the city of a tree on private or public property used for the purpose of calculating cash recompense for removal or destruction. The established recompense value as of January 2003 is \$100.00 per tree and \$30.00 per diameter inch. This figure shall be evaluated and adjusted periodically by amendment to this ordinance, as proposed by the tree conservation commission in consultation with the city arborist.

Fair or better condition means that the tree has a relatively sound and solid root, trunk, and canopy structure, no major insect infestation or other pathological problem, and a life expectancy greater than 15 years as determined by the city arborist or city forester.

Flush cutting means the removal of limbs by cutting immediately adjacent to the trunk, destroying the protective branch collar and exposing the trunk to decay organisms.

Fully stocked means a site occupied by trees at a density of 1,000 inches DBH/acre (e.g., 40 trees averaging 25 inches DBH on a one-acre site).

Hardship means a unique or otherwise special existing condition that is not addressed by the ordinance.

Hazard tree means a tree with uncorrectable defects severe enough to pose present danger to people or buildings under normal conditions, as determined by the city arborist or city forester.

Heat island means a ground area covered by an impervious surface that retains solar or other heat energy and thereby contributes to an increase in the average temperature of the ecosystem. An external heat island is one situated outside a site, including but not limited to public streets. An internal heat island is one situated within a site, including but not limited to patios, driveways and other vehicular maneuvering and/or parking areas. Recreational areas including but not limited to swimming pools and game courts are excluded from this definition.

Historic tree means a tree that has been designated by the tree conservation commission, upon application by the city arborist or any other interested person, to be of notable historic value and interest because of its age, size or historic association, in accordance with the city arboricultural specifications and standards of practice. Such designation may occur only by resolution of the commission, and the city arborist shall maintain and file with the municipal clerk a complete listing of the location of each historic tree.

Illegally removed tree means any tree that is removed or destroyed without a permit.

Impacted tree means a tree that will suffer injury or destruction of more than 20 percent but not more than 33 percent of its root save area.

Incursion means any occasion of prohibited activity within an area protected by a tree protection fence.

Injure means any intentional or negligent act, including various tree climbing practices, spiking, trimming, flush cutting, incursion into a designated root save area, and the use of climbing spurs or gaffs on trees not subject to removal that exposes the cambium of a tree to insects or decay organisms.

Live stake means a dormant cutting installed as a component of a City of Atlanta stream bank erosion control or stabilization, or of a City of Atlanta stream or wetland restoration project, that is of at least three-quarters inches in diameter and at least 24 inches in length and cut from a live tree species that will readily sprout roots and grow when driven into the soil. Live stakes include, but are not limited to the following species: *Salix x cottetii* (Banker's Willow), *Salix exigua* (Sandbar Willow), *Salix nigra* (Black Willow), and *Salix purpurea* (Streamco Willow).

Lost tree means any tree whose root save area will suffer injury or destruction in excess of 33 percent or is otherwise not protected according to the provisions of this article.

Master plan means the comprehensive urban forest master plan.

Mid-canopy tree means a tree that normally attains a DBH of ten—25 inches and a height of 30—60 feet at maturity. Examples include Southern sugar maple, "October Glory" Red maple, River birch, Deodar cedar, Persimmon, Ginkgo, American holly, Foster holly, Eastern Red cedar, Blackgum, Sourwood, Chinese pistache, Nuttall oak, Chinese elm, European hornbeam.

New lot of record means a tract of land that has been newly subdivided and so recorded as a separate property of record with the county land registrars office.

Overstory tree means a tree that normally attains a DBH in excess of 25 inches and a height in excess of 60 feet. Examples include White oak (*Quercus alba*), Overcup oak (*Quercus lyrata*), Post oak (*Quercus stellata*), Tulip poplar (*Liriodendron tulipifera*), Pignut hickory (*Carya glabra*), Mockernut hickory (*Carya tomentosa*), American beech (*Fagus grandifolia*), and others on the City's recommended tree list.

Pine means only a member of the genus *Pinus*, and does not include other needled trees commonly known as cedar, fir, spruce, hemlock, or any other members of the family Pinaceae.

Private arborist means any person who is not employed by the City of Atlanta, and who is a Georgia Registered Forester, or at a minimum, certified by the International Society of Arboriculture (ISA) as an arborist and a member in good standing of the ISA.

Private arborist report means a typed report that is submitted and signed by a private arborist, as defined above, and that at a minimum clearly states the arborist's name, contact information and qualifications, and identifies the site address and each individual tree to be considered by the city forester or city arborist.

Private property tree means for purposes of this article, where reference is made to a tree being on "private property", the tree shall be deemed to be on private property where more than 50 percent of the flair of the tree, where the tree interfaces with the earth, is located on private property.

Protective pruning means pruning to elevate branches/limbs that are likely to be damaged by construction activities. Pruning must not exceed 20 percent of the live crown. Protective pruning is not an ISA term.

Pruning means that definition of the term as set forth in both the most recent International Society of Arboricultural pruning standards and guidelines and American National Safety Institute 300.33. At no time shall trimming, topping, tipping or flush cutting of trees be deemed a form of "pruning."

Public property tree means for purposes of this article, where reference is made to a tree being on "public property", the tree shall be deemed to be on public property where at least 50 percent of the flair of the tree, where the tree interfaces with the earth, is located on public property.

Public utility means any publicly, privately or cooperatively owned line, facility or system for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil products, water, steam, clay, waste, storm water not connected with highway drainage and other similar services and commodities, including publicly-owned fire and police and traffic signals and lighting systems, which directly or indirectly service the public or any part thereof.

Overstory tree means a tree that normally attains a DBH in excess of 25 inches and a height in excess of 60 feet at maturity. Examples include Red maple, Pecan, Hickory, American beech, ash sp., Tulip poplar, Southern magnolia, White oak, Water oak, Southern red oak, Shumard oak, Baldcypress, elm sp.

Required yard area means the open space on a lot not occupied by a structure.

Root chase means a continuous soil trench created with culvert or piping material under pavement that allows tree roots to connect with nearby open space. A root chase is typically used in parking lots and for street tree plantings to provide more rooting area for trees.

Root save area means the area surrounding a tree that is essential to that tree's health and survival. For a free-standing tree with no apparent root restrictions the root save area shall consist of a circle having a radius of one foot for each one inch of diameter at breast height of the tree. Adjustments to the root save area may be made by the city arborist if justified by specific documented site conditions.

Sampling means the employment of recognized statistical survey methods to count and measure existing trees on a site.

Saved tree means any tree that is to be protected and not destroyed or injured during construction as required by this article.

Silvicultural prescription means any typed site or individual tree prescription developed by a private arborist, as defined above, that is aimed at preserving a tree. Prescriptions must include without limitation: the private arborist's name, signature, and contact information; the site address and individually identified trees at issue; a harvesting or stand improvement plan, soil and foliar analysis/treatment, schedule of treatment, fertilizer application, soil amendments, pesticide application with a copy of the pesticide labeling, and pruning. Trimming, topping, tipping or flush cutting of trees will not be accepted as a part of any silvicultural prescription.

Specimen tree means a tree that meets the following criteria:

- (1) Large hardwoods (eg. oaks, elms, poplars, etc.) and softwoods (eg. pine sp.) in fair or better condition with a DBH equal to or greater than 30 inches;
- (2) Smaller understory trees (dogwoods, redbuds, sourwoods, persimmons, etc.) in fair or better condition with a DBH equal to or greater than ten inches; and
- (3) Lesser-sized trees of rare species, exceptional aesthetic quality, or historical significance as designated by the tree conservation commission.

Soil cell means manufactured structures, usually modular, that can support the weight of a paved surface and associated pedestrian or vehicular loads while containing uncompacted soil below the paving that allows free root growth for trees planted within hardscapes. Soil cells are a component of one type of suspended pavement system.

Spiking means the use of metal spurs or gaffs to climb live trees for any purpose other than tree removal or human rescue.

Severe mechanical injury means a wound or combination of wounds, measured at its or their widest extent, that expose or destroy the cambium layer of 30 percent or more of the circumference of the tree, measured at the top of the wounded area.

Streetscape. For the purposes of this article, streetscape refers to a zoning mandated street frontage treatment beginning at the back of curb that includes a sidewalk/walk area/clear zone and at least one of the following: a street furniture/tree planting zone, amenity zone, or a supplemental area. Streetscapes typically also have requirements for trees or street lights.

Structural root plate means the zone of rapid root taper that provides the tree stability against windthrow. The radius of the root plate is proportional to the stem diameter (DBH) of a tree. The table below provides examples of root plate radii for upright trees without restricted roots.

DBH (inches)	8	16	32	48
Root plate (feet)	5.5	8	10.5	12

Attachment: Exhibit A-TPO changes_for legis-102522 (22-O-1829 : Tree Protection Ordinance)

Subdivision means a tract of land that has been newly subdivided in accordance with the Subdivision Ordinance and so recorded as a separate property of record with the county land registrars office.

Suspended paving or suspended pavement means any technology that supports the weight of paving and associated pedestrian or vehicle loads over a void space that is filled with uncompacted soil that allow free root growth for trees planted within hardscaped areas.

Tipping means the cutting of a lateral limb in such manner as to leave a prominent stub extending beyond a branch node or the trunk.

Topping means the cutting of a leader trunk in such manner as to leave a prominent stub extending beyond the node (crotch) of another leader trunk or major branch that may become a leader trunk.

Tree means any self-supporting woody, perennial plant that has a trunk diameter of two inches or more when measured at a point six inches above ground level and which normally attains an overall height of at least ten feet at maturity, usually with one main stem or trunk and many branches.

Tree conservation commission means the commission established pursuant to section 158-61.

Tree replacement plan means a drawing which depicts the location, size and species of existing and replacement trees on the lot for which a permit is sought, and a table detailing, by species and DBH, the existing trees to be saved, lost or destroyed, and, by species and caliper, the replacement trees to be planted.

Tree structure means branch and trunk architecture that result in a canopy structure that resists failure.

Trimming means cutting a stem to an indiscriminate length, as determined by the city forester or city arborist. While trimming is unacceptable, pruning- the act of cutting stems at nodes- is permissible.

Understory tree means a tree that normally attains a DBH of less than ten inches and a height of less than 30 feet at maturity. Examples include Trident maple, Serviceberry, American hornbeam, Redbud, Fringetree, Dogwood, Smoketree, Burford holly, Nellie R. Stevens holly, treeform Crape myrtle, Little gem magnolia, Golden raintree, cherry sp.

Undesirable (tree) species means a tree that has demonstrated sufficient negative qualities as to be detrimental to the long-term health of the City of Atlanta's urban forest. Those qualities include without limitation: weak branch structure, chronic pest or disease problems, and invasive tendencies. A current list of undesirable tree species is maintained by and available from the arborist division. Examples of undesirable tree species include Leyland cypress (*Cupressus x leylandii*) and Lombardy poplar (*Populus nigra*).

Vacant lot means a property of record that has not had a structure on it in the past five years.

(Code 1977, § 10-2035; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2006-04, § 5, 2-14-06; Ord. No. 2007-32(07-O-0362), § 1, 6-12-07; Ord. No. 2009-13 (09-O-0399), § 1, 3-24-09; Ord. No. 2013-27(13-O-1088), § 4, 6-26-13; Ord. No. 2017-14(17-O-1157), § 6, 4-26-17)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 158-27. Authority.

This article is enacted pursuant to the city's planning authority granted by the constitution of the state, including but not limited to Ga. Const. Art. IX, § II, ¶¶ 3 and 4; the city's general police power; appendix I of the City Charter, paragraphs 15, 21, 25, 30, 31, 47 and 57; and all other state and local laws applicable to this article.

(Code 1977, § 10-2032; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03)

Sec. 158-28. Policy, purpose and intent.

It is the policy of the city that there shall be no net loss of trees within the boundaries of the city. The purpose of this article is to establish the standards necessary to assure that this policy will be realized and that the city will continue to enjoy the benefits provided by its urban forest. The provisions of this article are enacted to:

- (1) Establish and maintain the maximum amount of tree cover on public and private lands in the city by prohibiting the destruction and removal of trees except in accordance with the standards set forth in this article;
- (2) Maintain trees in the city in a healthy and nonhazardous condition through professionally accepted arboricultural practices;
- (3) Establish and revise as necessary standards for the planting and maintenance of trees so as to improve the economic base of the city by improving property values, to enhance the visual quality of the city and its neighborhoods and to improve public health by lessening air pollution and the incidence of flooding;
- (4) Minimize hazards and damage to streets and sidewalks and lessen public rights-of-way maintenance costs;
- (5) Provide for the designation of historic and specimen trees; and
- (6) Promote efficient and cost-effective management of the urban forest through the development of a comprehensive long-range urban forest master plan.
- (7) Provide latitude in the interpretation and application of city administrative rules, standards and guidelines when reasonable and necessary to minimize the destruction of trees.

(Code 1977, § 10-2033; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03)

Sec. 158-29. Scope.

The terms and provisions of this article shall apply to all private property and all public property subject to city regulation, including all public school property, public housing property, parks, rights-of-way, and easements granted to other private or public entities, including public utilities, except where superseded by franchise agreements.

(Code 1977, § 10-2034; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2007-32(07-O-0362), § 19, 6-12-07)

Sec. 158-30. Parking lot requirements.

(a) Applicability.

- (1) All new parking lots, and those being expanded or undergoing renovation that involves removal of paving, excavation, or alteration of the grade, which have a total of 16 or more parking spaces, shall meet the landscaping and tree planting requirements set forth in this section.
- (2) Parking lots that are being sealed, restriped, or resurfaced by overlayment on existing impervious paved surfaces are exempt and city arborist review and approval is not required. Owners are responsible for any damage to public or private trees caused by these maintenance and improvement activities.

(b) Tree planting requirements for parking lots.

- (1) Trees must be planted or retained so that there is one tree for every eight parking spaces and no parking space is further than 45 feet from a tree, as measured from the tree trunk to any portion of the parking space. These trees may be planted or growing on the perimeter or within the interior of the parking lot. Existing or newly planted trees on the perimeter must be no more than 10 feet from the edge of the parking lot and within the same development project.
- (2) All trees used to meet the parking lot planting requirement shall be overstory or mid-story trees, with at least 50% of the total number of trees being overstory species, and at least 50% of the trees planted in the in the interiors of parking lots also being overstory species.
- (3) Understory trees may be approved for use in parking lots below overhead utilities, or after the minimum planting requirements described in sec. 158-30 (b)(1) and (2) have been satisfied.
- (4) Barrier curbs and wheel stops. Where the end of a parking space abuts a landscaped area where trees are planted, barrier curbs or wheel stops shall be installed in the parking space at a minimum of two feet from the landscaped area. The two-foot area may be comprised of a pervious material. Barrier curbs and wheel stops shall be a minimum of six inches high and six inches wide. The barrier curbs and wheel stops must be constructed of concrete, stone, or other durable material, and may have openings that allow drainage from the pavement to enter and percolate through the landscaped areas.
- (5) Ground cover of landscaped areas. Landscaped areas shall contain one or more of the following types of ground cover in order to protect tree roots and prevent erosion; shrubs, non-invasive herbaceous plants, organic mulch, pine straw, or other similar landscaping materials. Ground cover shall be maintained at all times and mulch shall not exceed three inches in depth. Shrubs shall be maintained at a maximum height of 2.5 feet, except where such shrubs screen the parking surface from an adjacent property. Plants shall not be planted within the structural root plate of trees; plantings within the critical root zone of trees shall be dug by hand.
- (6) Tree plantings adjacent to sidewalks and other rights-of-way.
 - a. Where a parcel does not have zoning related streetscape or screening requirements, landscaped areas of at least six feet in width shall be constructed and maintained along sidewalks and public rights-of-way that are adjacent to the surface parking lot, except at points of a facility's ingress and egress. Trees planted in this area may count toward the requirements of this article.
- (7) Minimum soil area and volumes.
 - a. Trees planted in parking lots must be provided planting soil area or soil volumes that meet or exceed the requirements in section 158-103(i)
- (8) Replacement of trees. All trees planted to meet these current or previous parking lot planting requirement must be maintained as necessary to keep the trees healthy for

the life of the parking lot, and any tree that is dying, dead, or missing must be replaced with one new tree of a similar type during the next planting season.

- (c) Bus and truck lots, including warehouse and shipping facilities, will be required to plant one tree for every 4,000 square feet of paving, excluding driveways. Trees should be planted on the perimeter and in landscaped areas within the lot. Bus and truck lots must also meet requirements of subsections (2) through (8) in section 158-30(b).**

The owner of any surface parking lot that is being built and/or resurfaced, and that will have a total of 30 or more parking spaces, whether primary or accessory in use, and whether commercial or noncommercial, must present a plan to the city arborist for approval, indicating that the parking lot will meet the minimum barrier curb and landscaping requirements as follows:

- (1) Barrier curbs shall be installed around the perimeter of the parking lot and around landscaped areas that are required in this article, except where the perimeter abuts an adjacent building or structure and at points of ingress and egress into the facility, so as to prevent encroachment of vehicles onto adjacent property, rights-of-way and landscaped areas.
- (2) Barrier curbs shall be a minimum of six inches in height and a minimum of eight inches in width and permanent in nature. Barrier curbs shall be concrete or stone. Such curbs shall be securely installed and maintained in good condition.
- (3) Where the end of a parking space abuts a landscaped area, barrier curbs may be placed in the parking space at a maximum of two feet from the end of the parking space. This two-foot wide area may have the pavement removed and be developed as part of the required landscaped area.
- (4) Surface parking lots shall have a minimum landscaped area equal to at least ten percent of the paved area within such lot. In no case shall a parking lot owner be required to provide landscaped areas that exceeds ten percent of the paved area. The director of the bureau of buildings, in consultation with the city arborist, shall have the authority to grant a variance from the requirements of this subsection if: the parking lot existed prior to 1977; and the director of the bureau of buildings finds that the applicant's circumstances meet the requirements set forth in subsection 158-30(15); and the director of the bureau of buildings finds that it is impossible to achieve the minimum landscaping requirement. For surface parking lots with fewer than 30 spaces, this variance may reduce or completely eliminate the amount of landscaped area required. For surface parking lots with 30 or greater spaces, this variance may reduce the landscaping requirement, but in no event shall the parking lot be permitted to have landscaped area that is less than ten percent of the paved area.
- (5) A minimum of one tree per eight parking spaces shall be included in the required landscaped areas. For the purpose of satisfying this requirement, existing trees that are two and one-half inches or more in caliper as measured at a height of 36 inches above ground level shall be considered to be equivalent to one or more newly planted trees on the basis of one tree for each two and one-half inches of caliper.
- (6) In addition to trees, ground cover shall also be provided in order to protect tree roots and to prevent erosion. Ground cover shall consist of shrubs, liriope, pine bark mulch and other similar landscaping materials.
- (7) Shrubs shall be maintained at a maximum height of two and one-half feet, except where such shrubs are screening the parking surface from an adjacent residential use.
- (8) If landscaped areas are in the interior of a parking lot they shall be a minimum of six feet in width and six feet in length with a minimum area of 36 square feet.
- (9) Continuous landscaped buffer strips shall be constructed along sidewalks and public rights-of-way where surface parking lots are adjacent to such sidewalks or public rights-of-way except at points of ingress and egress into the facility. Such landscaped buffer strips shall be a minimum of five feet in width and shall contain, in addition to ground cover, trees planted a maximum of 42½ feet on center along the entire length.

- ~~(10) Newly planted trees shall be a minimum of two and one half inches in caliper as measured at a height six inches above ground level, shall be a minimum of ten feet in height, shall have a 40-foot minimum mature height and shall be drought-tolerant. Trees shall be planted at a minimum of 30 inches from any barrier curb so as to prevent injury to trees from vehicle bumpers.~~
- ~~(11) Where landscaped area is located adjacent to vehicle overhangs, the trees shall be planted in line with the side stripes between parking spaces in order to avoid injury to trees by vehicle bumpers.~~
- ~~(12) All landscaped areas, including trees located in the public right-of-way that are counted in the fulfillment of this requirement, shall be properly maintained in accordance with approved landscape plans. If a tree or any plant material dies, it shall be replaced within six months so as to meet all requirements of this section and to allow for planting in the appropriate planting season.~~
- ~~(13) If it is determined by the city arborist that implementation of these regulations will result in the loss of parking spaces in existing lots, the director of the bureau of traffic and transportation may increase the allowable percentage of compact car spaces from 25 percent up to 35 percent so as to minimize the loss of parking spaces, but only with the approval of the city arborist.~~
- ~~(14) Notwithstanding subsection (13) of this section, existing parking lots shall not be required to reduce the number of parking spaces by more than three percent as a result of implementing these landscaping regulations.~~
- ~~(15) Upon written application by any person subject to the provisions of this section, the director of the bureau of buildings is hereby authorized to grant administrative variances to the requirements of this section only upon making all of the following findings:~~
- ~~a. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, topography, subsurface conditions, overhead structures or the existence of sufficient trees in the public right-of-way within ten feet of the property line.~~
 - ~~b. Such conditions are peculiar to the particular piece of property involved; and~~
 - ~~c. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this article and of part 16 of this Code.~~

(Code 1977, § 10-2038; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2007-32(07-0-0362), § 2, 6-12-07)

Sec. 158-31. Easements to plant trees on private property.

The mayor is hereby authorized to enter into agreements with the owners of private property located within the city for the purpose of acquiring easements to plant trees on such property, in consideration for which such private property owner shall acquire ownership of such trees as the city may plant. Provided, however, that any such agreement shall limit the duration of the easement to a time period of two years and shall limit the property interest acquired by the city to that distance sufficient to allow the planting of trees, in no case to exceed a maximum of a 15-foot setback from the property line or right-of-way held by the city. Provided further, that under such agreement the private property owner shall agree to maintain the trees planted thereon and shall also agree to hold the city harmless for any liability attributable to the planting or presence of the trees on the private property.

(Code 1977, § 10-2043; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03)

Sec. 158-32. Conservation easements and fee simple donations.

The mayor is hereby authorized, but is not required to accept conservation easements created pursuant to the provisions of the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1 et seq., as amended from

time to time, or any successor provision of law, the' purpose of which easements are to preserve land in its natural scenic landscape or in a forest use. Such easements must be perpetual in duration and shall contain such other terms and provisions as the mayor or her/his designee shall deem appropriate. In addition, the mayor is authorized, but not required, to accept fee simple donations of land, the purpose of which is to preserve the land in its natural scenic landscape or in a forest use. Such donation shall contain the terms and provisions deemed appropriate by the mayor or her/his designee.

(Code 1977, § 10-2044; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2007-32(07-O-0362), § 3, 6-12-07)

Sec. 158-33. Enforcement.

The bureau of parks and the bureau of buildings shall be charged with the enforcement of this article. The city forester and the city arborist have police power to do all acts necessary to ensure that the provisions of this article are not violated, including, but not limited to, the issuance of citations for the violation of any provision of this article. In instances in which an individual or firm is found cutting or otherwise destroying a tree without a permit to do so in their possession, the Atlanta Police Department shall require such person or persons to cease such operations until a permit is obtained.

(Code 1977, § 10-2045; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03)

Sec. 158-34. Variations

- (a) **The city arborist may allow modest variations to any portion of this article in the case where the strict application of a particular regulation or regulations is not necessary for the accomplishment of public purposes or the provision of public protection, at the time or in the future. A modest variation may not grant permission to remove a tree not otherwise authorized for removal, nor allow greater than 33% impact to the CRZ of a preserved tree. When such variations or exceptions are granted, a written explanation of the variation(s), and rationale for granting them, shall be included in the appropriate project record and available to the public.**

Sec. 158-3435. Penalties.

- (a) *Legal.* Any person violating any of the provisions of this article **, and which results in the illegal injury or destruction of a tree,** shall be deemed guilty of an offense and upon conviction thereof shall be punished as provided in section 1-8 of the Atlanta Code of Ordinances. The tree conservation commission shall have the authority to determine when a person has violated any of the provisions of this article and shall have the authority to impose and enforce the fines described herein. Where the tree conservation commission is able to determine the exact number of trees upon which a tree protection ordinance violation occurred, a fine imposed for the first violation shall be no less than \$500.00, and the fine imposed for each subsequent violation shall be \$1,000.00. Each tree upon which a violation occurred shall be deemed a separate violation of the tree protection ordinance. Where the tree conservation commission is unable to determine the exact number of trees upon which a tree protection ordinance violation occurred, the commission shall assume a density of 1,000 inches DBH of trees per acre, and specifically shall assume that the lot contains 60 trees of 16.67 inches DBH per acre, and shall impose a fine of \$60,000.00 per acre of land where the offense(s) occurred. Where the subject property is smaller than one acre, the fine shall be pro rated. Each day's continuance of a violation may be considered a separate offense. The owner of any building, structure or site, or part thereof, where anything in violation of this article exists, and any architect, builder, contractor or agent of the owner, or any tenant who commits or assists in the commission of any violation of this article shall be guilty of a separate offense.
- (b) In addition to paying the penalties set forth in subsection (a) above, any tree of six inches or larger DBH except pines, or any pine tree of 12 inches DBH or larger, that is removed or destroyed in violation of this article shall be replaced or recompensed by the violator, as set forth in section 158-103.

(c) Tree protection. Fences surrounding root save areas must be erected before the commencement of any land disturbance, demolition or construction. Fences must comply with City of Atlanta arboricultural standards **and must be constructed of chain link, wood, or substantial mesh material, with a minimum height of four feet. Chain link or substantial wood fencing must be used in the following circumstances:**

- (1) **All commercial, multi-family residential, and mixed-use development projects;**
- (2) **Protection of trees in the front yards of single-family residential properties;**
- (3) **Protection of trees that have been approved for CRZ impacts greater than 20%;**
- (4) **Protection of trees for which an appeal of the tree's destruction was appealed to, and upheld by, the tree conservation commission; or**
- (5) **Any other situation where the city arborist finds a significant risk of damage to a saved tree's critical root zone. The city arborist may require these measures at any time, including after commencement of site disturbance.**

More substantial wood or steel fencing may be required by the arborist on commercial or other heavy construction sites or upon multiple violations. No activity, including construction material storage, shall occur in areas protected by tree fences. Tree protection fences must remain in place and upright until such time as final landscaping of a site requires their removal. The arborist may assess recompense against the violator if, in the arborist's opinion, the incursion has converted trees from the status of saved trees to the status of injured, lost, or destroyed trees, as set forth in this section above.

(d) **Other violations during construction that do not result in destruction or injury to a tree.**

- (1) **During the course of construction, where the city arborist is able to determine the responsible party is not abiding by the city arborist approved plans for tree protection (e.g., failing to maintain a tree construction fence), the first violation will result in a correction notice or stop work order. The second violation within the same development project will result in a correction notice or stop work order and a fine of \$500, all subsequent violations shall result in a fine of \$1000.**
- (2) **Each day's continuance of a violation may be considered a separate offense.**

(de) *Additional actions and penalties.* In addition to all other actions and penalties authorized in this section, the city attorney is authorized to institute injunctive, abatement or any other appropriate judicial or administrative actions or proceedings to prevent, enjoin, abate, or remove any violations of this section.

(Code 1977, § 10-2046; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2006-04, § 3, 2-14-06; Ord. No. 2007-32(07-O-0362), § 4, 6-12-07)

Sec. 158-36. Site selection for City facilities

- (1) **City arborist to be consulted on site selection for City facilities. Prior to any land purchase or development of site plans, the department of enterprise asset management shall consult with the city arborist on the appropriateness of potential sites for City facilities and other City sponsored or constructed capital projects, other than linear infrastructure. If the proposed site for the capital project has significant trees or tree cover as determined by the city arborist, alternative sites that meet the proposed facility's requirements shall be considered, particularly previously developed parcels.**

Secs. 158-3537—158-60. Reserved.

DIVISION 2. TREE CONSERVATION COMMISSION²

Sec. 158-61. Establishment; appointment of members.

There is established a tree conservation commission of the city, referred to in this article as the commission. The commission shall consist of 15 members, eight of which shall be appointed by the mayor and seven by the council. All members shall be confirmed by the city council. Each of the members shall contain specialized knowledge about trees, the Tree Protection Ordinance, and/or the impact of construction activities on trees. The membership shall consist of the following:

- (1) One member shall be appointed by the mayor who is a registered landscape architect.
- (2) One member shall be appointed by the mayor who is either a botanist, forester, horticulturist or nursery worker.
- (3) One member shall be appointed by the mayor who is a registered architect.
- (4) One member shall be appointed by the mayor who is a member of an environmental organization.
- (5) One member shall be appointed by the mayor who is a real estate professional.
- (6) One member shall be appointed by the mayor who is a private arborist.
- (7) Two members shall be lay citizens appointed by the mayor interested in environmental protection.
- (8) One member shall be appointed by the council who is a residential builder.
- (9) One member shall be appointed by the council who is a residential developer.
- (10) One member shall be appointed by the council who is a commercial or industrial developer.
- (11) Three members shall be citizens appointed by the paired districts in consultation with the at-large council member.
- (12) One member shall be an urban planner or an environmental resource planner appointed by the president of council.

(Code 1977, § 10-2041(a); Ord. No. 1998-65, § 1, 9-23-98; Ord. No. 2000-17, § 1, 3-29-00; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2007-32(07-O-0362), § 5, 6-12-07)

Sec. 158-62. Terms; vacancies; compensation.

- (a) The initial tree conservation commission membership shall contain three members appointed for a term of one year and four members appointed for a term of two years. Thereafter, all subsequent appointments shall be for a term of two years. Members of the tree conservation commission may be appointed for consecutive terms consistent with general laws regulating service on city boards and commissions. The mayor may recommend removal and replacement of a member of the commission for nonperformance of duty. Each member shall receive a \$75.00 per month honorarium, but only if the member attends at least two of the hearings and/or business meetings (or at least one of each) per month. The commission shall select from its members a chairperson to serve for a one-year term.

²Charter reference(s)—Boards and commissions, § 3-401.

Cross reference(s)—Boards, councils, commissions and authorities, § 2-1851 et seq.

- (b) The council shall appoint seven of the 15 tree conservation commission members as described in subsection 158-61. With regard to the citizens appointed by the paired districts, pursuant to subsection 158-61(11), the council shall appoint the three members in the following manner:
 - (1) Districts 1, 2, 3 and 4 and at-large post 1.
 - (2) Districts 5, 6, 7 and 8 and at-large post 2.
 - (3) Districts 9, 10, 11 and 12 and at-large post 3.
 - (c) In the event that an appointment to fill vacancies by the mayor or council is not made within 60 days of the mayor's or council's request, the president of council can proceed to nominate a person for the position, and the nomination shall be forwarded to the committee on council.
 - (d) If a tree conservation commission board position becomes vacant and a member is not appointed pursuant to section 158-61 within six months, the tree conservation commission, by a majority vote of the remaining members, may temporarily appoint someone to the missing category until such time that a permanent board member is appointed as described in section 158-61. The person appointed by the tree conservation commission need not meet the specific requirements of the vacant position, but must contain specialized knowledge about trees, the tree protection ordinance, and/or the impact of construction activities on trees.
 - (e) The executive branch shall provide such staff as is required for the efficient operation of the board.
- (Code 1977, § 10-2041(b); Ord. No. 2000-17, § 2, 3-29-00; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2007-32(07-O-0362), § 6, 6-12-07)

Sec. 158-63. Functions; powers; duties.

The functions, powers and duties of the tree conservation commission shall be as follows:

- (1) Assisting the city arborist in establishing and maintaining a record of historic trees, specimen trees and other unique environmentally significant trees within the city.
- (2) Hearing and deciding appeals of decisions of administrative officials as provided in section 158-65.
- (3) Establishing educational and other programs to encourage proper management and maintenance of trees on private property in the city.
- (4) Reviewing and approving the city arboricultural specifications and standards of practice promulgated by the city arborist and city forester and required pursuant to this article.
- (5) Providing consultation and assistance to the city forester in the preparation of the master plan required pursuant to this article.

(Code 1977, § 10-2041(c); Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03)

Sec. 158-64. Meetings; clerk; court reporter; rules of procedure.

The tree conservation commission shall establish a regular meeting schedule, and all meetings of the commission shall be open to the public. The commission shall have a clerk, designated by the commissioner of the department of planning, development and neighborhood conservation, who shall be a full-time employee of the department. The clerk shall serve as secretary to the commission and shall be responsible for the clerical administration of the appeals process, including the creation and maintenance of files in appeals cases, the filing of documents submitted by the parties to an appeal, and the maintenance of evidence submitted in connection with appeals cases. The clerk shall also direct and supervise the giving of notices required by the commission and by this article in connection with appeals, and shall certify, when necessary, the actions of the commission in such matters. The clerk shall also be responsible for the maintenance and preservation of all records of the commission. The meetings of the tree conservation commission shall be recorded by a court reporter contracted for by the city

and paid for by the city from the proceeds of the tree trust fund. The commission shall adopt rules of procedure for the conduct of meetings, hearings and attendance requirements for members.

(Code 1977, § 10-2041(d); Ord. No. 2000-21, § I, 4-12-00; Ord. No. 2000-26, § II, 5-23-00; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2003-113, § 1, 12-10-03)

Sec. 158-65. Appeals.

(a) *Appeals from the decisions of administrative officials.*

(1) *Who may appeal.*

- a. For a decision by a city administrative official based on the tree protection ordinance regarding tree(s) on private property, an appeal may be made by any person ~~who is aggrieved by the decision~~ and who resides or owns property or a business either within 500 feet or within the NPU of the property on which the tree(s) at issue are located, except that appeals may not be made for decisions made by the city arborist pursuant to subsection 158-101(h) of this article. The appeal may be made only if the appellant is able to identify on the notice of appeal (as described in subsection 158-65(3)c.) the specific section of the tree protection ordinance that the appellant believes was misinterpreted or misapplied by the city administrative official, and the way in which the appellant believes the section should be interpreted or applied; and/or any facts material to the city administrative official's decision that the appellant believes were misinterpreted or misunderstood.
- b. For a decision by a city administrative official based on the tree protection ordinance regarding tree(s) on public property, an appeal may be made by any citizen of Atlanta, any owner of property or a business in Atlanta, and/or any civic association in the neighborhood planning unit in which the tree(s) at issue are located, ~~who is aggrieved by the decision~~, except that appeals may not be made for decisions made by the city arborist pursuant to subsection 158-101(h) of this article. The appeal may be made only if the appellant is able to identify on the notice of appeal (as described in subsection 158-65(3)c. the specific section of the tree protection ordinance that the appellant believes was misinterpreted or misapplied by the city administrative official, and the way in which the appellant believes the section should be interpreted or applied; and/or any facts material to the city administrative official's decision that the appellant believes were misinterpreted or misunderstood.

(2) *Timing of appeal.*

- a. Appeals regarding tree(s) on private property must be filed within ~~five calendar~~ **seven business** days of the **on-site posting of the** city arborist's preliminary decision regarding the tree(s) at issue. At the time that a permit application is filed with the city arborist regarding tree(s) on private property, the city arborist shall pre-post the property on which the tree(s) are located for a minimum of ten calendar days prior to making a preliminary decision. The pre-posting shall indicate to the public that a permit application has been filed. If and when the city arborist grants preliminary approval of the permit application, s/he shall post the property for ~~five working~~ **seven business** days with a final posting, indicating to the public that preliminary approval has been granted.
- b. Appeals regarding tree(s) on public property must be filed within 15 calendar days of the **posting of the** city arborist's preliminary decision regarding the tree(s) at issue.

(3) *Appeal requirements.*

- a. All appeals must be filed with the clerk of the tree conservation commission.
- b. An appeal shall not be deemed filed until the clerk receives a completed notice of appeal, along with either a \$75.00 administrative fee used to help defray the administrative costs of the appeal

r a hardship letter. The hardship letter must explain in detail why the appellant is unable to pay the fee and must be signed by the appellant. At its earliest convenience, but in no event later than at the appeal hearing, the tree conservation commission shall determine whether to waive the \$75.00 fee.

- c. The notice of appeal shall state at a minimum: the name, address, phone number, and email address (if any) of the appellant, and whether the appellant is an Atlanta citizen; if the tree(s) at issue are located on public property and the appellant is not an Atlanta citizen, whether the appellant owns property or a business in Atlanta, and if so, the address; if the tree(s) at issue are located on public property, whether the appellant is a civic association in the neighborhood planning unit in which the tree(s) at issue are located; if the tree(s) at issue are located on private property, whether the appellant owns and/or resides on property or owns a business on property located within 500 feet from the property on which the tree(s) at issue are located; the date of the decision being appealed; the name of the person(s) who filed the permit application about which the appeal is made; the address of the subject property; the specific section of the tree protection ordinance that the appellant believes was misinterpreted or misapplied by the city administrative official, and the way in which the appellant believes the section should be interpreted or applied; and any facts material to the city administrative official's decision that the appellant believes were misinterpreted or misunderstood.
 - d. An appeal may challenge the decisions regarding one property only.
- (4) *After the appeal is filed.*
- a. Once an appeal is filed, any activity authorized by the decision appealed shall be stayed automatically. Despite the authorization given by the decision appealed, no permits shall be issued, no trees cut, nor earth disturbed.
 - b. The tree conservation commission shall fix a reasonable time for the hearing of the appeal and shall give public notice thereof as well as prompt notice in writing to the parties in interest. Public notice shall be given by the clerk of the tree conservation commission in such a manner as shall be provided for in the rules for appeals adopted by the tree conservation commission, but in no event shall such notice be given less than 15 calendar days before the date of the hearing.
 - c. At least two weeks prior to the appeal hearing, each party shall submit to the clerk of the tree conservation commission and the other parties in interest a written summary of their argument and a copy of all documentary evidence supporting their argument. This requirement shall apply to any property owner or resident, on which the subject tree(s) is located, that is not a party to the appeal, and any other person wishing to present evidence at the hearing. The parties shall submit to the tree conservation commission and the other parties in interest all rebuttal arguments and rebuttal documentary evidence at least one week prior to the hearing. Submissions of new evidence at the appeal hearing will not be accepted or considered by the tree conservation commission unless a showing can be made and the tree conservation commission finds that the evidence was not available one week prior to the hearing.
- (5) *The appeal hearing.*
- a. At the hearing, any party may appear in person or by an agent or by an attorney.
 - b. At least three members of the tree conservation commission must preside over each hearing. The decision on any appeal shall be determined by a majority vote of the tree conservation commission members present and voting on the particular appeal.
 - c. The tree conservation commission shall decide the appeal within a reasonable time. All appeals to the tree conservation commission must be concluded or resolved within two months of the initial hearing. If the appeal is not concluded or resolved within that time, the tree conservation commission will issue an "appeal approved" or "appeal denied" final ruling no later than the two month deadline.

- (6) *Tree conservation commission's ruling.*
- a. The tree conservation commission shall sustain an appeal upon an express finding that the administrative official's action was based upon an erroneous finding of a material fact or upon an erroneous application of law. If no such finding is made, the tree conservation commission shall deny the appeal. The tree conservation commission shall have the authority to reverse, affirm, wholly or partly, or modify the administrative official's decision being appealed, and to that end shall have all of the powers of the administrative official. These powers shall include, where applicable, the power to direct the issuance of a permit, provided that all requirements imposed by this article and all other applicable laws are met.
 - b. In the event that the tree conservation commission rules that recompense and/or a fine should be assessed, but also finds that the amount of recompense owed or fine assessed cannot be paid as a result of financial hardship, the commission shall have the authority to reduce the fine or recompense. The commission shall create written guidelines by which to determine whether and to what extent financial hardship exists. These guidelines shall include a requirement that the person requesting a finding of financial hardship make a written request and provide documentary evidence of such hardship. The specific documents to be provided shall be determined by the commission and listed in the guidelines. The commission shall apply these guidelines consistently any time that a hardship request is made. Where the commission finds, based upon the hardship request, the supporting documentation, and the guidelines, that a financial hardship exists, the commission shall have the authority to reduce or completely eliminate the amount of recompense and/or fine owed, as long as said decision is consistent with the guidelines. The commission shall issue a written decision regarding the financial hardship request and shall provide in writing the basis for that decision.
 - c. Any person desiring to appeal a decision of the tree conservation commission under subsection 158-65(b) shall notify the clerk of the commission, in writing, of such intent within six working days of the date of the written decision of the commission. Barring such notice of intent, the stay on the activity that was the basis for the decision appealed shall be lifted, within the constraints imposed by the commission's ruling.
- (b) *Appeals from decisions of the tree conservation commission.* Any person aggrieved by a decision of the tree conservation commission, or any city official, bureau, office, department or board affected by such decision, may appeal such decision through a writ of certiorari to the Superior Court of Fulton County, pursuant to the procedures set forth by Georgia law. The filing of an appeal in the superior court from any decision of the commission shall not ipso facto act as a supersedes, but the city shall abide by any supersedes granted by Fulton County Superior Court.
- (c) *Frivolous appeals.* An appeal may be dismissed as frivolous by a vote of the commission in advance of the time that would be set for hearing. In such instances, the members of the commission may be polled without meeting. An appeal is frivolous if it clearly appears from the face of the notice of the appeal and the justification set forth, that no facts could be brought forth at a hearing that could sustain such an appeal as a matter of law. In the event that an appeal is dismissed as frivolous, all parties shall be notified in writing by the clerk, and the clerk shall also give immediate notice by telephone, e-mail, or facsimile transmission to the appellant, advising the appellant of his or her right to appeal. Any person desiring to appeal a decision of the commission under subsection 158-65(c) shall notify the clerk of the commission in writing of such intent within three working days of the written decision of the commission. Barring such notice of intent the stay on the activity appealed from shall be lifted.
- (d) *Appeals of cash recompense.* An appeal whose sole purpose is to request an adjustment in cash recompense shall not prohibit the issuance of the arborist's final approval of a plan if the appellant submits with the appeal, a bank certified check, or a money order payable to the City of Atlanta in the amount of the calculated recompense that occasions the appeal. The check or money order shall be retained by the clerk of the tree conservation commission until such time as the appeal is decided. If recompense relief is granted

and the arborist has receipt of recompense paid to the City of Atlanta in the recompense amount determined by the appeal, the clerk shall surrender the check or money order to the appellant.

(Code 1977, § 10-2039; Ord. No. 2000-21, § II, 4-12-00; Ord. No. 2000-26, § III, 5-23-00; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2007-32(07-O-0362), § 7, 6-12-07; Ord. No. 2008-25(08-O-0486), § 1, 4-28-08)

Sec. 158-66. Tree trust fund.

(a) *Establishment and administration.* The tree conservation commission shall establish a tree trust fund for the protection, maintenance, and regeneration of the trees and other forest resources of Atlanta. During any given fiscal year, five percent of the funds received by the tree trust fund during the immediately preceding fiscal year or \$100,000.00, whichever is greater, shall be placed into a tree trust fund education outreach account ("education account"), and such monies shall be used for educational materials, educational programs, and educational outreach. Any amount not utilized in the given fiscal year shall remain in the account to be utilized in future years. A maximum of \$60,000.00 per year of the fund may be used to pay for the annual salary and benefits of a Tree Commission administrative analyst whose primary responsibility shall be education. In the event that the cost of the salary and benefits exceeds \$60,000.00, the remainder of the cost shall be paid for from the education account. A maximum of \$50,000.00 per year of the fund may be used for costs arising directly from administering and enforcing the tree protection ordinance that would not have arisen in the absence of the tree protection ordinance, including but not limited to the cost of posting trees to be removed, the cost of advertising tree commission hearings, and the cost of court reporter services at tree commission hearings. The honoraria for tree conservation commission members, as described in subsection 158-62(a), may also be paid from the fund.

(b) Management of the tree trust fund

(1) The tree trust fund shall be managed by the department of city planning, which will have approval authority over all expenditures from the fund.

(2) Tree trust fund accounts.

a. Contributions to the tree trust fund shall be placed in the following City accounts:

General range of revenue accounts:

CATEGORY ACCOUNT	RANGE
LICENSES AND PERMITS	3200000 : 3249999
CHARGES FOR SERVICES	3400000 : 3459999
FINE AND FORFEITURES	3510000 : 3519999
PRIVATE CONTRIBUTIONS AND DONATIONS	3710000 : 3710003

Specific account numbers:

3413901	FEES, TREE APPEALS	FEE
3519002	PENALTIES AND FINES	FINE
3413915	ARBORIST PRIVATE STANDARD RECOMPENSE	FEE
3413916	ARBORIST PUBLIC STANDARD RECOMPENSE	FEE
3413917	ILLEGAL TREE DESTRUCTION FINE	FINE
3413918	ILLEGAL PUBLIC RECOMPENSE	FEE
3413919	ILLEGAL PRIVATE RECOMPENSE	FEE
3413920	REINSPECTION FEE	FEE

Attachment: Exhibit A-TPO changes_for legis-102522 (22-O-1829 : Tree Protection Ordinance)

3413922 BOND RECEIPT FINE**General range of expense accounts:**

CATEGORY ACCOUNT	RANGE
PERSONNEL SERVICES AND EMPLOYEE BENEFITS	5110000 : 5129999
PURCHASED / CONTRACTED SERVICE	5210000 : 5239999
SUPPLIES	5310000 : 5319999
CAPITAL OUTLAYS	5410000 : 5429999
INTERFUND / INTERDEPARTMENTAL CHARGES	5510000 : 5519999
OTHER COSTS	5710000 : 5739999
OTHER FINANCING USES	6110000 : 6119999

- (c) **A maximum of \$200,000 per year, with no carryover, of the tree trust fund may be used to financially assist low-income homeowners with the pruning of hazardous tree branches or the removal and replacement of dead, dying, and hazardous trees on their property.**
- (1) **All trees removed using financial assistance from the tree trust fund must be replaced on the same property from which they were removed with no less than one new overstory or mid-canopy tree for every tree removed.**
 - (2) **The standards to qualify for this low-income homeowner assistance program will be established by the Department of City Planning.**
 - (3) **Each occurrence of assistance shall be documented, and this information made available to the public.**

A maximum of \$75,000.00 per year of the fund may be used to pay for the annual salary and benefits of an office of parks arborist senior position. The person in this position shall act as a project manager for the various projects on city-owned property being paid for by the tree fund, namely new tree plantings, tree maintenance work, removal of invasive species, and fulfillment of ongoing tree maintenance work orders. The position may also be utilized to prepare for future projects that are paid for by the Tree Fund, such as preparation of RFP's, evaluation of proposals, and performance of research regarding the same. The specific responsibilities of this position shall be determined by the Commissioner of the Department of Parks and Recreation or her/his designee, after consultation with the Tree Conservation Commission.

A maximum of \$110,000.00 per year of the fund may be used to fund the annual salary and benefits of the two arborist positions. In the event that the costs of the salary and benefits positions exceeds \$110,000.00, the remainder of the cost shall be assumed by the general fund budget in the department of city planning.

A maximum of \$200,000.00 per year of the fund may be used to pay for the annual salary and benefits of an office of parks tree trimming crew. The tree trimming crew shall be comprised of one forestry crew supervisor, one tree trimmer senior, and one tree trimmer. The members of this crew will be responsible for providing services that maintain and enhance the health of the city's tree canopy, including trimming, pruning, and limbing trees that are located in city-owned parks and rights-of-way.

(bd) *Procurement of forested property.* As set forth in subsection 158-66(a) above, "protection, maintenance, and regeneration of the trees and other forest resources of Atlanta" shall include procurement of privately-owned forested property. The tree trust fund may be utilized to purchase forested property provided that the following minimum criteria are satisfied:

- (1) The property must contain one or more of the following, as determined by or at the direction of the department of parks and recreation commissioner and the department of city planning commissioner:
 - i) 80 percent or more canopy cover; ii) minimum forestation standards of 1,000 DBH inches; and/or iii) 50 mature trees per acre.

- (2) The purchase of the forested property must be authorized by a duly-enacted city ordinance, and said ordinance shall include the following:
- a. The property must explicitly be dedicated and preserved in perpetuity as forested land;
 - b. The property must be available for public use without cost (subject to Atlanta's park rules and other applicable city ordinances);
 - c. Use of the property must be restricted to passive recreational activities with minimal environmental impact, as determined and established in writing by the department of parks and recreation commissioner based on the characteristics of the property; and
 - d. The department of parks and recreation commissioner shall provide a property restoration and maintenance plan as an attachment to the ordinance. The plan will describe the types of restoration and maintenance that may be needed at the property, will estimate the property's annual restoration and maintenance cost, and will identify the source(s) of funding for the estimated annual restoration and maintenance cost. To the extent that the commissioner identifies the tree trust fund as one of the sources of funding, any specific allocation of dollars from the tree trust fund shall only be used for initial, short-term tree restoration and stabilization related to the protection, preservation and regeneration of trees on the property. This includes the removal of dead, dying or hazardous trees or invasive species that present a significant threat to the health of the trees, and staff or contractors to administer such services. This initial stabilization, clean-up and maintenance period shall not exceed three years from the purchase date of the property. Any expenses beyond three years after the purchase date shall be considered long-term maintenance costs and shall not be funded from the tree trust fund but rather from the operations and maintenance budget of the department of parks and recreation or a source other than the tree trust fund. No funds from the tree trust fund may be used for permanent infrastructure, including but not limited to the development or maintenance of roads, parking lots, trails, buildings or similar infrastructure, on the property.
- Any allocation of maintenance dollars from the tree trust fund for any of these specified uses must be authorized as a separate procurement or expenditure, in a manner consistent with applicable city ordinances.
- (3) The department of parks and recreation commissioner and the department of city planning commissioner shall jointly develop a written list of factors and a process for evaluating parcels that may be suitable for acquisition as forested property. An ordinance authorizing procurement of forested property, as described in subsection 158-66(b)(2) above, shall include as attachments an affidavit from each of the two commissioners providing her/his recommendation regarding the procurement based upon these factors.
- (4) The department of parks commissioner and the department of city planning commissioner shall jointly provide a report to the community development/human resources committee each time a privately-owned afforested property procured by the city, which shall include the amount appropriated from the tree recompense fund and the acreage of the property.
- (ee) *Recompense for illegal removal or destruction.* Developers, builders, contractors, homeowners and others who violate the criteria for removal or destruction of section 158-102 shall contribute to the fund the replacement value of the trees illegally removed or destroyed according to the recompense formulas of section 158-~~34~~35.
- (df) *Recompense for permitted removal or destruction.* Developers, builders, contractors, homeowners and others who are unable to meet the standards for tree replacement and afforestation of section 158-103 shall contribute to the fund the replacement value of the trees removed in excess of the trees replaced in the course of new construction, landscaping, or other permitted activities according to the recompense formulas of subsections 158-103(b) and (c).
- (eg) *(Reserved.)*

(Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2003-113, § 2, 12-10-03; Ord. No. 2007-32(07-O-0362), § 8, 6-12-07; Ord. No. 2008-64(08-O-1260), § 1, 7-30-08; Ord. No. 2008-77(08-O-1716), § 12, 10-14-08; Ord. No. 2011-31(11-O-0901), § 1, 7-14-11; Ord. No. 2013-27(13-O-1088), § 4, 6-26-13; Ord. No. 2016-42(16-O-1353), §§ 1, 2, 11-30-16; Ord. No. 2017-14(17-O-1157), § 6, 4-26-17; Ord. No. 2020-45(20-O-1337), § 1, 8-26-20)

Secs. 158-67—158-100. Reserved.

DIVISION 3. REMOVAL AND RELOCATION

Sec. 158-101. Permit to remove, destroy, or injure.

- (a) *Required.* No person shall directly or indirectly remove or destroy [or injure] any tree located on public property that is subject to the provisions of this article, or any tree having a diameter at breast height (DBH) of six inches or more which is located on private property subject to the provisions of this article, without obtaining a permit as provided in this section.
- (b) *Permits for construction, renovation, demolition.* Permits to remove, destroy, or injure trees for construction, renovation or demolition shall be obtained by making application in a form prescribed by the city to the director of the bureau of buildings.
- (c) *Other permits.* Permits to remove, destroy, or injure trees for safety, landscaping, silvicultural or other purposes shall be obtained by making application to the city arborist. All permits shall be posted for public inspection on site.
 - (1) Applications to remove dead, dying, diseased, or hazardous trees may be made by phone, fax, mail, or other means. Each application shall include the address of the property and the owner's name, phone, and fax number. If applicable, it shall also include the name, phone, and fax number of the tree service proposing to do the work. Each tree shall be identified as to its species, its diameter within two inches of the actual diameter, location and identifying characteristics or added markings. Permits to remove dead, dying, diseased, or hazardous trees shall be approved at the determination of the city arborist. Such permits are not subject to the notice of preliminary approval of subsection 158-101(d), the posting requirements of subsection 158-101(e), the standards for tree replacement or afforestation of subsection 158-103(1), the recompense formulas of subsection 158-103(b), or to public appeal. Applicants may appeal a notice of denial to the tree conservation commission as provided in this article. The permit shall be valid for six months from the date of its issuance, though the city arborist may extend the expiration date of the permit by no more than six additional months based upon extenuating circumstances, as determined by the city arborist.
 - (2) ***Invasive and undesirable tree species. The arborist division maintains a list of undesirable and invasive tree species that is available to the public.***
 - a. ***Invasive tree species. Invasive, non-native trees pose a threat to Atlanta's native ecosystems. Removal of invasive trees six inches DBH or greater requires a permit from the city arborist but is exempt from the posting, public appeal, replacement, and recompense portions of this article.***
 - 1. ***The city arborist may update the list of invasive trees periodically, based on the list of invasive species published by the Georgia exotic pest plant council (<https://www.gaepcc.org/list/>), scholarly research and consultation with professional arborists, ecologists, and foresters.***

- b. **Undesirable tree species. Certain tree species are found by the city arborist to have undesirable qualities, which may include, but are not limited to, poor form at maturity, significant disease or pest problems, and low ecological benefits.**
1. **The removal of undesirable tree species six inches DBH or greater requires a permit from the city arborist but is exempt from the posting and recompense requirements of this article.**
 2. **The removal of undesirable species is also exempt from the replacement requirement of this article, except in the following circumstance:**
 - (a) **When the removal of five or more trees of an undesirable species from a single property is not associated with a building, land disturbance, or demolition permit, the owner must either obtain city arborist approval of a landscape plan showing tree for tree replacement of the undesirable species with trees from the city arborist's recommended tree list or demonstrate that the site meets the afforestation requirement of section 158-103(g) of this article.**
 3. **The city arborist may update the list of undesirable species periodically based on evidence of plant performance, best arboricultural and ecological practices, and approval of the Tree Conservation Commission at a public meeting.**
- c. **Applications to remove or destroy trees of an invasive and undesirable species shall be made to the arborist division and must contain the following:**
1. **At least two pictures of the tree at issue that identify the species of tree; and**
 2. **A site plan showing the appropriate zoning information of the property; and**
 3. **Where five or more trees of an undesirable or invasive species are proposed to be removed, a tree survey including but not limited to location, quantity, types and DBH, prepared by an ISA certified arborist or a landscape architect.**
- (2) Applications to remove, destroy, or injure trees for landscaping improvements or other purposes shall be accompanied by a tree replacement plan meeting all of the requirements of section 158-103. The work prescribed by an approved tree replacement plan shall be completed within one calendar year. Replacement tree plantings shall be inspected by the city arborist and verified by the dated signature of the city arborist on the approved plan. Applications to remove, destroy, or injure trees for landscaping and other purposes shall be subject to the notice of preliminary approval of subsection 158-101(d), the posting requirements of subsection 158-101(e), the standards for tree replacement or afforestation of subsection 158-103(a), and the recompense formulas of subsection 158-103(b). Applicants may appeal a notice of denial to the tree conservation commission as provided in this article.
- (3) Applications to remove, destroy, or injure trees for thinning or other silvicultural prescription for forest stand improvement shall be approved at the determination of the city arborist, with or without requirement for tree replacement. Each application shall include a silvicultural prescription that is prepared by a private arborist. Payment of recompense for tree(s) on private property, and tree replacement for tree(s) on public property, is required for trees included in any silvicultural prescription that includes timber harvesting or stand improvement, except in cases where the intended harvesting or stand improvement is to reduce or prevent the spread of pests or disease. Applications to remove, destroy, or injure trees for silvicultural purposes shall be subject to the notice of preliminary approval of subsection 158-101(d), the posting requirements of subsection 158-101(e), the standards for tree replacement or afforestation of subsection 158-103(a), if applicable, and the recompense formulas of subsection 158-103(b). Applicants may appeal a notice of denial to the tree conservation commission as provided in this article.
- (d) *Application review; notice of preliminary approval or denial of permit to remove, destroy, or injure trees.* Upon receipt of a complete application by the city to remove, destroy, or injure trees for construction, renovation, demolition, landscaping, silviculture, or other non-safety related purposes, the city arborist shall

review the application pursuant to the requirements of this article. The city arborist shall either give a notice of preliminary approval of the application if the application meets the requirements of this article, or shall give a notice of denial of the application if the application fails to meet the requirements of this article. The city arborist shall submit copies of such notices promptly to the clerk. The city arborist may impose conditions to the issuance of the permit consistent with this article. An applicant may submit a new application at any time after a notice of denial of an application under this chapter. An applicant may appeal the notice of denial to the tree conservation commission as provided in this article. ~~Appeals of Any person aggrieved by the notice of preliminary approval may also filed with appeal to the tree conservation commission pursuant to the procedures outlined in section 158-65.~~

(e) *Posting.*

- (1) For trees located on private property, two postings shall be required. The first posting shall **be in the form of a sign not less than six square feet in size posted prominently on the property and shall remain for a minimum of ten calendar business days and shall notify the public that an application to remove the designated tree(s) was filed with the city.** The city will not accept any appeals filed within this ten day notice period. The second posting, providing notice of preliminary approval, shall be made if and when the city issues preliminary approval of the application to remove the designated tree(s) from private property. This second posting shall not begin until after the first posting is removed. The second posting shall remain in place for ~~five~~ **seven** business days, during which time the city will accept appeals.
 - (2) For trees located on public property, only one posting shall be required. The posting shall indicate the issuance of a notice of preliminary approval of the designated public property tree(s), and shall remain in place for 15 calendar days, during which time the city will accept appeals.
 - (3) Immediately after an applicant receives preliminary approval for removal of a tree on public or private property, s/he shall mark all trees to be removed, destroyed, or injured **with a large painted orange "X" on the street-facing side of the tree trunk.**
 - (4) The notice of preliminary approval for both public and private property trees, shall be posted in the office of the city arborist that is ruling on the removal permit (either the office of planning or the office of parks), on the City of Atlanta website (www.atlantaga.gov), and in a prominent manner upon the property affected so that it may be seen and read by passers-by. The notice of preliminary approval shall **be in the form of a sign not less than six square feet in size and shall** inform any reader that an appeal may be filed with the clerk of the tree conservation commission, and shall indicate the deadline by which the appeal must be filed. The notice shall further indicate that the failure to appeal within the designated time period will result in the issuance of the removal permit without further right of appeal. If the notice of preliminary approval is not [posted as required by this section, no permit shall be issued. The commission] may provide further additional rules regarding the manner and method of posting to the extent that such rule is consistent with the requirements of this section.
 - a. **The City Arborist may require all signs to be of a standard design available from the arborist division.**
 - (5) **Upon visiting and inspecting the site to post the preliminary approval, if the city arborist discovers significant errors or omissions on the tree survey or site plan or finds that the trees approved for removal have not been marked properly, the site shall not be posted, and the applicant shall be issued a notice to correct the errors or omissions. The city arborist shall reinspect the site and post the sign after preliminary approval has been given or trees have been properly marked and the applicant informs the City that the errors have been corrected. If uncorrected errors or omissions prevent the city arborist from posting the sign a second time, the applicant shall be charged a reinspection fee of \$50.00 (as authorized in Section 104.2(c) of the Atlanta building code) for every subsequent reinspection.**
- (f) *Time limits.* For tree(s) on public property, if no appeal is filed within 15 calendar days from the date of posting of a notice of preliminary approval upon the affected property, then the permit shall be issued in

accordance with the terms of said notice of preliminary approval. For tree(s) on private property, if no appeal is filed within five working days from the date of posting of a notice of preliminary approval upon the affected property, then the permit shall be issued in accordance with the terms of said notice of preliminary approval. In the event that an appeal is filed within 15 calendar days for tree(s) on public property, or five working days for tree(s) on private property, from the date of posting of a notice of preliminary approval upon the affected property, no permit shall be issued until the sixth business day after the date of the tree conservation commission's written decision on the appeal, or until the appeal is voluntarily dismissed, whichever is earlier. At that time, the stay shall expire, unless a notice of intent to appeal the tree conservation commission's decision (if any) to the superior court is filed with the clerk of the tree conservation commission pursuant to subsection 158-65(a).

- (g) *Finality.* Once a permit has been issued in accordance with the procedures set forth in this section there can be no further appeal of the arborist's decision, except as provided in subsection 158-65(b) of this article pertaining to appeals to superior court.
- (h) *Minor amendments.* After the time for appeals has expired with respect to any notice of preliminary approval, the city arborist may approve minor amendments to the permit without there being any new right of appeal from such approval, provided that the arborist, in connection with such approval, shall certify in writing to the following, which certification shall be attached to the permitted amendments:
- (1) That the amendments do not alter or amend any rulings of the tree conservation commission made in connection with the particular case; and
 - (2) That the amendments do not affect any trees on the property in question which are eligible under this article to be designated historic or specimen trees; and
 - (3) That the amendments in the aggregate do not increase by more than ten percent either the total number or the total DBH of the trees permitted for removal or destruction.
- (i) *Permit for tree removal based upon location to house.* The provisions set forth in subsections 158-101(b) through 158-101(h) shall not apply to permits issued pursuant to this subsection 158-101(i). The provisions provided below in this subsection shall pertain to this subsection 158-101(i) only. The city arborist may issue a permit to remove any tree located on private property within five feet of the structural foundation of an existing single family residential dwelling structure or duplex located on property subject to the provisions of this article, subject to the following:
- (1) The owner of the property on which the subject tree is located has submitted an application to the city arborist in a form prescribed by the city arborist.
 - (2) The application is not for the removal of a boundary tree unless the adjoining property owner is a co-applicant for the permit.
 - (3) The application is not for the removal of a right-of-way tree or any other public tree. For the purpose of this section a right-of-way tree is a tree deemed by the arborist to have majority of its root system in the public right-of-way.
 - (4) There has been no removal of a tree pursuant to this subsection 158-101(i) for five years from the date of an application previously approved pursuant to this subsection, unless the tree(s) previously permitted and removed was leaning by greater than 20 degrees, as measured at breast height of the tree, toward an existing single family residential dwelling structure or duplex located on the subject property. The five year time period between a previously approved application and a new application shall apply to the property and shall not be affected by any change of ownership or reconfiguration of the property boundaries. Any property which is combined with any part of any other property which has already removed a tree pursuant to this subsection within the five-year time period shall not be eligible for removal under this subsection. In the event that a lot with reconfigured property lines has received more than one approval under this subsection, the latest approved application shall be considered for deciding when a new application may be received.

- (5) No lot of record which is not developed with a single family residential structure or duplex within its property lines shall be granted a permit to remove a tree pursuant to this subsection regardless of whether the zoning of the property will only allow the development of single family residences or duplexes on the property.
 - (6) When determining the distance of the tree from the structure, the tree shall be measured at the base of the tree, where the trunk of the tree meets the ground, on the side of the tree that is closest to the structure at issue.
 - (7) When determining the location of the foundation of the structure at issue, any portion of the structure constructed on piers or pilings shall not be deemed to be part of the foundation.
 - (8) No posting of the property is required prior to the issuance of a permit.
 - (9) Only the property owner shall have appeal rights associated with the permit. such appeal rights shall be as set forth in section 158-65 of this article.
 - (10) Where a permit is issued, the property owner shall not be required to replace the tree or pay recompense, except that where removal of the tree will result in the loss of ten percent or more of the tree canopy on the subject property, as determined by the city arborist, issuance of the permit shall be contingent upon the property owner's planting a replacement tree(s) on the subject property pursuant to the criteria set forth in this article.
 - (11) Where a tree is removed without a permit, recompense and fines shall be calculated and owed as prescribed throughout the tree protection ordinance, even if the property would have been eligible for a tree removal permit pursuant to this subsection 158-101(i).
 - (12) The city arborist shall not issue a permit if the tree at issue is located on property that was the subject of a violation of the tree protection ordinance within one year of the filing of the permit application.
- (j) *Permit for tree removal based upon compliance with federal consent decrees.* The provisions set forth in subsections 158-101(b) through 158-101(i) shall not apply to permits issued pursuant to this subsection 158-101(j). The provisions provided below in this subsection shall pertain to this subsection 158-101(j) only.
- (1) The city arborist in the department of city planning may issue a permit to the department of watershed management to remove, destroy, or injure any private property tree, including without limitation trees located on city easements over private property, when such removal, destruction, or injury is performed as a result of the City of Atlanta's compliance with the CSO Consent Decree entered in Civil Action No. 1:95-CV-2550-TWT (U.S. District Court, Northern District of Georgia), and/or with the First Amended Consent Decree entered in Civil Action No. 1:98-CV-1956-TWT (U.S. District Court, Northern District of Georgia) (for purposes of this subsection (j), collectively the "decrees" or the "consent decrees"), provided that the following requirements are met:
 - a. The city's department of watershed management has submitted an application to the city arborist in the department of city planning in a form prescribed by said city arborist.
 - b. For trees located within a city easement that are not boundary trees, the department of watershed management may destroy, remove and/or injure trees as prescribed in section 158-103(c)(6) of this tree protection ordinance, except that the number of trees to be destroyed, removed and/or injured may be determined by acre rather than by tree per tree or sampling techniques, and except that specimen trees need not be identified. A maximum shall be set on recompense at \$5,000.00 per acre, prorated. A site plan drawn to scale shall be required for these trees showing locations impacted by acre, but not showing individually impacted trees. No survey shall be required. For purposes of this section 158-101(j), the city shall be deemed to have an easement on land above city sewer lines.
 - c. The department of watershed management shall submit a site plan that meets the standards set forth in 158-105 of the tree protection ordinance for: 1) destruction or removal of or injury to a boundary tree located on a city easement whose subject boundary abuts private property or

public property; or 2) destruction or removal of or injury to a boundary tree whose structural root plate extends from private property or public property into the city easement; and 3) destruction or removal of or injury to all other private property trees. This site plan must include each tree's critical root zone, structural root plate, whether it's a boundary tree, silvicultural prescriptions to be used if applicable, and the construction methodology to be utilized by location. It shall also provide a calculation of the percentage of impact on each tree that is not removed. A survey shall be required showing all impacted trees falling within this category, though the survey may be performed by GPS coordinates, via a sketch describing each tree and showing its DBH. The sketch need not be performed by a registered surveyor or landscape architect. The application shall include recompense calculations, and proposed plantings of new trees. The city shall give recompense credit to the department of watershed management for newly planted trees only if the replanting requirements set forth in the tree protection ordinance are met (other than those requirements set forth in subsections 158-101(b) through 158-101(i)), but shall not give any recompense credit for new trees planted within the city's easement. The department of watershed management shall not be required to replant trees within a city easement.

- d. Except for trees located within a city easement that are not boundary trees, the department of watershed management's site plan must designate all specimen trees. The department of city planning 's city arborist may discuss with the department of watershed management alternative routes for the work to be performed that may allow the specimen tree to survive, though the city arborist may not deny the removal/destruction application in the event that the department of watershed management does not agree upon an alternative route.
 - e. In the event that a public property tree, as defined in section 158-26 above, is located in part on a city easement or other private property, the permitting decision shall be made by the city arborist in the department of parks and recreation.
- (2) The city arborist in the department of parks, recreation, and cultural affairs may issue a permit to the department of watershed management to remove, destroy, and/or injure any public property tree, including without limitation trees located on city parks, streets, sidewalks, and other property owned by the City of Atlanta, when such removal, destruction, or injury is performed as a result of the City of Atlanta's compliance with the consent decrees, provided that the following requirements are met:
- a. The city's department of watershed management has submitted an application to the city arborist in the department of parks, recreation, and cultural affairs in a form prescribed by said city arborist, provided that applications may be made by projects, as defined in the consent decrees. Applications may be made on a quarterly basis provided that the application for each tree to be removed is submitted and approved prior to the tree's removal.
 - b. For destruction or removal of or injury to a public property tree, the department of watershed management shall submit a site plan drawn to scale that meets the standards set forth in 158-105 of the tree protection ordinance. This site plan must include each tree's critical root zone, structural root plate, size, species, silvicultural prescriptions to be used if applicable, and the construction methodology to be utilized by location. It shall also provide a calculation of the percentage of impact on each tree that is not removed. A survey shall be required showing all impacted trees falling within this category, though the survey may be performed by GPS coordinates, via a sketch describing each tree and showing its DBH. The sketch need not be performed by a registered surveyor or landscape architect. The application shall include tree DBH inches removed, and proposed plantings of new trees.
 - c. The department of watershed management's site plan for public property trees must designate all specimen trees. The office of parks' city arborist may discuss with the department of watershed management alternative routes for the work to be performed that may allow the specimen tree to survive, though the city arborist may not deny the removal/destruction

application in the event that the department of watershed management does not agree upon an alternative route.

- d. In the event that a private property tree, as defined in section 158-26 above, is located in part on city-owned property, the permitting decision shall be made by the city arborist in the department of city planning .
- e. The department of watershed management must replace all public property trees that it destroys, removes, or injures on public property owned by the City of Atlanta, such that the DBH of the replacement trees is equal to or greater than the cumulative DBH of the trees removed, destroyed, and/or injured. The city shall give credit to the department of watershed management for newly planted trees only if the replanting requirements set forth in the tree protection ordinance are met (other than those requirements set forth in subsections 158-101(b) through 158-101(i)), with the following exceptions:
 - i. The replacement trees need not be located within the same NPU district or within one mile of the NPU boundary from which the tree was removed, destroyed or injured, as prescribed by section 158-103. For purposes of this section, the city arborist shall consider the entire city for purposes of eligible areas for replanting.
 - ii. The city arborist in the department of parks, recreation, and cultural affairs need not approve a tree replacement plan prior to issuing a tree removal permit, provided that:
 - (a) The commissioner of the department of watershed management or her/his designee, working in good faith cooperation with the director of the office of parks or her/his designee, is unable to identify locations in which to plant the requisite number of replacement trees at the time of granting the tree removal permit.
 - (b) The director of the office of parks, or her/his designee, calculates the number of caliper inches of trees that must be replanted in order to satisfy the tree protection ordinance's inch per inch replacement requirement. S/he shall communicate that number in writing to the commissioner of the department of watershed management or her/his designee.
 - (c) The department of watershed management agrees to plant, at its own expense, the requisite number of trees, as calculated by caliper inch, within the time frame described in the immediately following subsection (d). It shall be the responsibility of the department of watershed management to identify potential sites for replanting, but upon request, the director of the office of parks, or her/his designee, shall make a good faith attempt to assist the department of watershed management with this task. The exact location of the replacement trees, the type of trees, and the size of each tree must be approved by the director of the office of parks or her/his designee prior to the trees being planted. The director of the office of parks shall forward this replanting information to the impacted councilmember for review. The department of watershed management shall guarantee the life of each replacement tree for two years from the time of planting.
 - (d) The commissioner of the department of watershed management and the commissioner of the department of parks, recreation, and cultural affairs enter a letter of understanding that accompanies each decree tree removal permit (as defined below). The letter of understanding must set forth those replacement inches for which locations have already been identified, and additionally the number of caliper inches that the department of watershed management must and agrees to plant by a date certain but for which locations have not yet been located. The date certain shall be no greater than one year

after the effective date of the decree tree removal permit, except that under extenuating circumstances, the commissioner or her/his designee may approve an extension. The letter of understanding shall also include the requirements set forth in subsection (c) immediately preceding this subsection (d).

- (e) The department of watershed management prepares an annual report showing, for each project for which a letter of understanding was executed, the number of trees planted, the size by caliper inch of each tree planted, the type of each tree planted, the approximate date of planting, and the remaining balance of trees for each application. This report shall be submitted to the director of the office of parks by no later than May 1 of each year.
- iii. The city arborist need not require the replacement trees to meet the descriptions set forth in section 158-103, but rather may give replacement tree credit as follows:
- (a) For replacement trees that meet the requirements of section 158-103, the replacement credit shall be the DBH of the replacement tree.
 - (b) The department of watershed management may plant understory trees on public property for the purpose of restoring stream banks or other environmentally sensitive areas. The replacement credit shall be the DBH of the replacement tree.
 - (c) The department of watershed management may be given replacement credit for planting a live stake on public property for the purpose of stream bank erosion control, stream bank stabilization, or stream or wetland restoration. The replacement credit shall be the DBH of the live stake, except that a live stake with a DBH that is less than one caliper inch shall be credited as one caliper inch.
 - (d) The department of watershed management may be given replacement credit for removal of invasive species from trees on public property where the species threatens the life of the tree. The replacement credit shall be the DBH of the tree saved.
- (3) The following provisions shall apply to the issuance of tree removal permits by the city arborist in the department of city planning and in the department of parks, recreation, and cultural affairs, where the removal or destruction of a tree is performed as a result of City of Atlanta compliance with the consent decrees ("decree tree removal permit"):
- a. Sections 158-101(j)(1) and (2) above notwithstanding, no city arborist shall require the department of watershed management, as part of its decree tree removal permit application, to produce evidence of consent by a private property owner regarding removal or destruction of a tree that impacts said private property owner's property. Impact of tree removal from privately owned property will be addressed directly by the department of watershed management.
 - b. No posting of the property is required prior to the issuance of a decree tree removal permit.
 - c. There is no appeal right associated with a decree tree removal permit. The tree conservation commission shall not have the authority to hear or in any other way consider an appeal regarding the granting or denial of such permit.
 - d. The department of watershed management may not remove, destroy, or injure any private property tree or public property tree in order to comply with the consent decrees prior to being issued a decree tree removal permit by the city arborist in the department of city planning, or in the department of parks, recreation, and cultural affairs respectively.
 - e. Where a tree is removed, destroyed, or injured without a decree tree removal permit during work related to the decrees, the department of watershed management must report the

removal, destruction, or injury to a city arborist by the close of the following business day. In such instance, the appropriate city arborist shall calculate the recompense due and/or tree replacement required. Where a city arborist learns of a decree-related tree removal or destruction caused and not timely reported by the department of watershed management or its contractor/subcontractor, the appropriate city arborist shall issue penalties pursuant to section 158-34 above, and shall also require that recompense be paid and/or replacement be performed.

(Code 1977, § 10-2037(a)—(c); Ord. No. 2000-4, 1-27-00; Ord. No. 2000-21, §§ III, IV, 4-12-00; Ord. No. 2000-26, § IV, V, 5-23-00; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2006-04, § 4, 2-14-06; Ord. No. 2007-32(07-O-0362), §§ 9—11, 19, 6-12-07; Ord. No. 2007-38(07-O-1101), § 1, 6-26-07; Ord. No. 2008-25(08-O-0486), § 2, 4-28-08; Ord. No. 2009-13 (09-O-0399), § 2, 3-24-09; Ord. No. 2013-27(13-O-1088), § 4, 6-26-13; Ord. No. 2017-14(17-O-1157), § 6, 4-26-17)

Sec. 158-102. Criteria for removal, destruction or injury.

- (a) No permit shall be issued for the removal, destruction, or injury of any living, healthy, and non-hazardous tree unless:
- (1) A site plan and tree replacement plan meeting the requirements of section 158-~~103~~105 has been approved;
 - a. The city arborist has reviewed the application and determines the following:
 1. The application and plans submitted to the City are accurate;
 2. The design is appropriate to the site conditions, no trees are being removed unnecessarily, and the improvements cannot reasonably be designed or positioned to further increase tree protection;
 3. All reasonable efforts have been made to plan the construction or demolition methods and site access with protection of trees as a priority;
 4. The site plan shows that damage to trees during grading, construction, demolition, or utility installation will be minimized by using construction methods and products proven to protect existing trees. Construction methods and protection measures may be required by the city arborist and must be indicated on the Site Plans. These methods and measures may include but are not limited to:
 - a. Reuse of cleared, paved, or previously developed areas including but not limited to driveways, parking lots, former building footprints, and lawns;
 - b. Directional boring instead of open trenching for utility installation;
 - c. Root bridging for sidewalks, driveways, and other hardscapes;
 - d. Retaining walls and use of pier and beam foundations to reduce tree impacts from site grading;
 - e. Use of mulch, gravel, plywood, geotextiles, swamp/access mats, and temporary decking, alone or in combination per City of Atlanta Arborist standards to prevent soil compaction from vehicular traffic and material storage; and
 - f. Any other methods, materials, or techniques that meet with current arboricultural industry standards and are approved by the city arborist.
 - (2) All other requirements of this article are met; and
 - (3) One of the following conditions exists:

- a. The tree is located within the buildable area of the lot and the applicant has been granted a building, landscaping, or other permit to make improvements otherwise permissible under all applicable ordinances of the city;
- b. The tree is located in that portion of the setback or required yard area of the lot that must be used for vehicular ingress and egress or for the installation of utilities that cannot be accomplished in a manner allowing preservation of the tree;
- c. The tree is ~~diseased or injured to the extent that death is imminent within two years, or is in imminent danger of falling, or is so close to existing or proposed buildings so as to endanger them, or physically interferes with utility services in a manner that cannot be corrected by anything less than destruction or removal of the tree, or creates unsafe vehicular visual clearance, or is otherwise deemed a hazard by the city arborist or city forester~~ of an undesirable or invasive species;
- d. The tree removal qualifies for a permit pursuant to section 158-101(i) or section 158-101(j).

~~(b) The following species of trees, if 12 inches or smaller DBH and located on private property, are exempt from the posting, replacement, and recompense portions of this article, and from section 158-102(a)(3) of this article whereby a property owner may remove the tree located on her/his property without posting, replacing the tree or paying recompense: Mimosa—Albizia julibrissin; Tree of heaven—Ailanthus altissima; White mulberry—Morus alba; Paper mulberry—Broussonetia papyrifera; Chinaberry—Melia azederach; Princess tree—Paulownia tomentosa; Carolina cherry laurel—Prunus caroliniana; Bradford Pear—Pyrus calleryana; Leyland cypress—x Cupressocyparis leylandii. Where such species of tree is larger than 12 inches DBH and located on private property, the property owner need not post the tree, and need only replace the tree or pay recompense if the tree cover on the lot from which the tree is removed is less than the minimum tree cover per zoning district, as set forth in section 158-103(g). Removal of trees of one of the above-listed species, where the tree is six inches DBH or larger, requires the homeowner to apply for and receive a permit from the office of buildings, and said application must include:~~

- ~~(1) At least two pictures of the tree at issue that identify the species of tree; and~~
- ~~(2) A site plan showing the appropriate zoning information of the property; and~~
- ~~(3) A tree survey including but not limited to location, quantity, types and DBH, prepared by ISA-certified arborists or landscape architects.~~

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- ~~(1) At least two pictures of the tree at issue that identify the species of tree; and~~
- ~~(2) A site plan showing the appropriate zoning information of the property; and~~
- ~~(3) A tree survey including but not limited to location, quantity, types and DBH, prepared by ISA-certified arborists or landscape architects.~~

~~(Code 1977, § 10-2037(d); Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2006-04, § 1, 2-14-06; Ord. No. 2007-32(07-O-0362), §§ 10, 18, 6-12-07; Ord. No. 2009-13 (09-O-0399), § 3, 3-24-09)~~

Sec. 158-103. Standards for tree replacement and afforestation.

- (a) *Minimal impact on trees; replacement trees.* Each applicant for a permit to remove, destroy or injure trees shall, to the maximum extent feasible, minimize the impact on the trees on the site. The applicant shall plant replacement trees on site that equal the total number of trees being removed, destroyed, or injured, provided that where the removed, destroyed or injured trees were located on public property, the cumulative DBH of the replacement trees shall be equal to or greater than the cumulative DBH of the trees

removed, destroyed and/or injured. Where construction of improvements or existing dense tree cover precludes the planting of the total number of replacement trees required on the site, the city arborist may approve a plan which results in the planting of the number of trees on the site which can reasonably be expected to be accommodated in a manner which will allow mature growth of the replacement trees. The remainder of the total number of trees may be planted in a local park, on public lands, or along right-of-ways, subject to approval of the City of Atlanta Parks Department, provided such plantings are within the same NPU district or within one mile of the NPU boundary.

- (1) Where appropriate site conditions exist, replacement trees shall be overstory or mid-canopy species. Understory trees shall be permitted where site conditions do not allow the planting of overstory or mid-canopy trees. Overstory trees shall be planted **at no less than 25-foot spacings if planted in a single row. When planted with other overstory or mid-canopy trees on three sides or more, the overstory trees must be spaced no less than 30 feet apart** at a minimum 35 feet on center. Mid-canopy trees shall be planted at a minimum **25 of 20** feet on center. Understory trees shall be planted at a minimum **of 15** feet on center.
- (2) **Spacing variations. The city arborist may approve planting distances less than the standard spacing as appropriate for the project type and site conditions. Denser plantings may be allowed or encouraged for stabilization, environmental restoration, reforestation, or similar projects.**
- (3) **Replacement credit may not be given for columnar or fastigate species or cultivars unless approved by the city arborist based upon site conditions that would not be appropriate for a broad canopy. If replacement credit is given, then each columnar or fastigate tree will receive only half credit.**

Certain columnar species used primarily for screening may be accepted for partial recompense in accord with the planting distance established for understory trees.

- (2) ~~The following species of trees may not be used as replacement trees: Mimosa – Albizia julibrissin; Tree of heaven – Ailanthus altissima; White mulberry – Morus alba; Paper mulberry – Broussonetia papyrifera; Chinaberry – Melia azederach; Princess tree – Paulownia tomentosa; Carolina cherry laurel – Prunus caroliniana; Bradford Pear – Pyrus calleryana; Leyland cypress – x Cupressocyparis leylandii. In addition, no recompense credit shall be provided for the planting of said species of trees.~~
- (b) *Recompense.* The difference between the number of trees removed, destroyed or injured (Nrem) and the number of trees replaced (Nrep) on a site times the established recompense value shall be calculated as partial recompense to the tree trust fund. In addition, the difference between the total diameter at breast height of the trees removed or destroyed (TDBHrem) and the total caliper inches of the trees replaced on site (TClrep), as indicated on the approved tree replacement plan, shall be calculated as partial recompense to the tree trust fund. Total recompense(R) shall be calculated according to the formula

$$R = \$100.00 (Nrem - Nrep) + \$30.00 (TDBHrem - TClrep), C \geq 0$$
- (c) *Limits and adjustments.*
 - (1) For recompense purposes of this section, all trees except pines with a minimum DBH of six inches shall be included in the formula. Pines with a minimum DBH of 12 inches shall be included in the formula.
 - (2) For new subdivisions, new lots of record, and vacant lots, a maximum shall be set on recompense at a pro rated per acre basis by zoning classification as tabulated below, provided that no less than the specified minimum of existing trees, by total DBH inches, are retained on a site. Credit based on the established recompense value formula will be given for trees planted. This credit may be subtracted from maximum recompense per acre, provided trees are spaced at no more than one tree per 400 square feet.

Table 158-103

Zoning	Minimum Trees Retained (Total DBH Inches)	Maximum Recompense Per Acre
R-1	45%	\$10,000.00
R-2	40%	\$10,000.00
R-2A	40%	\$7,500.00
R-3, R-3A	35%	\$7,500.00
R-4, R-4A, R-G, R-LC	30%	\$5,000.00
RG-4, RG-5	10%/20%*	\$10,000.00
R-4B	10%/20%*	\$5,000.00
R-5	10%/30%*	\$5,000.00
O & I, C (1-5), I (1&2)	10%	\$10,000.00
PD, PD-H, PD-MU, PD-OC, PD-BP, SPI Districts, Landmark Districts, and other special zoning categories**	Treat according to underlying zoning categories	Treat according to underlying zoning categories

*Vacant lots shall be based upon the lower Minimum Trees Retained total DBH inches, new subdivisions and new lots of record shall be based upon the higher Minimum Trees Retained total DBH inches.

**Where an underlying zoning category does not apply, the Minimum Trees Retained (MTR) for planned developments shall be derived by multiplying the required percentage of the site required to be retained in pervious area by a factor of .60 which will establish the Minimum Trees Retained percentage (MTR%). This amount shall be calculated according to the formula:

$$\text{Required Pervious Area (K) x .60 = MTR\%}$$

$$\text{Maximum Recompense Per Acre} = \$10,000.00$$

- (3) Provided that no less than the specified minimum of existing trees, by total DBH, are retained on a site in accordance with Table 158-103 then the maximum recompense per acre may be further reduced by the replanting of new trees. Adjusted maximum recompense per acre (AMRPA) shall be calculated according to the formula:

$$\text{Reduction from MRPA} = \$100.00 (\text{Nrep}) + \$30.00 (\text{TCIrep})$$

$$\text{AMRPA} = \text{MRPA} - \text{Reduction from MRPA}$$

- (4) For sales housing units which have a pro-forma sales price equal to or less than 1.5 times median family income as defined by the United States Department of Housing and Urban Development, the percent of minimum trees retained may be reduced to 50 percent of the above percentage values in order to qualify for maximum recompense per acre.
- (5) For sales housing units which have a pro-forma sales price greater than one and one-half times median family income but not exceeding two and one-half times median family income as defined by the United States Department of Housing and Urban Development, the percent of minimum trees retained may be reduced to 75 percent of the above percentage values in order to qualify for maximum recompense per acre.
- (6) For trees removed in the required construction of streets and related infrastructure in new subdivisions or other planned developments, a maximum shall be set on recompense at \$5,000.00 per acre, pro rated. Credit based on the established recompense value formula shall be given for trees planted. This credit may be subtracted from maximum recompense per acre, provided trees are spaced at no more than one tree per 400 square feet. For infrastructure development that requires disturbance of one acre or more, a recognized sampling technique performed and certified by a registered forester may be substituted for an actual count of the trees to be removed. All specimen trees must be identified by species and location regardless of the counting procedure adopted.

- (7) Conservation easements [and fee simple donations] (section 158-32) that result in the preservation of wooded lands, or newly created wooded parkland afforested to 100 inches DBH per acre, and that are perpetual in duration shall receive a credit of \$20,000.00 per acre, pro rated, against recompense fees. Natural water detention areas established in lieu of the construction of detention ponds shall qualify as conservation easements if so deeded as a conservation easement. In addition, a fee simple donation of land that is afforested to 100 inches DBH per acre, and that is accepted by the city, will receive a credit of \$20,000.00 per acre, pro rated, against recompense fees, but only if the city dedicates the land for a use that will preserve the land in its natural scenic landscape or in a forest use.
- (8) For rental housing units that have at least 20 percent of the total number of residential units constructed being within the ability to pay of those households whose annual incomes do not exceed 60 percent of the median family income for the Atlanta metropolitan statistical area, the percent of minimum trees retained may be reduced to 50 percent of the above percentage values in order to qualify for maximum recompense per acre.
- (d) An impacted tree will not be considered destroyed and will not be charged recompense only if all the following are met:
- (1) Tree save fencing is established and maintained to protect at least 67 percent of the root save area, and the structural root plate is not disturbed.
 - (2) An ISA certified arborist or registered forester is retained to prescribe and monitor the implementation of measures to maximize the survival and protection of the tree, including but not limited to root pruning, canopy pruning, mulching, watering, fertilization, and enhanced protective fencing.
 - (3) The prescription of the retained arborist is approved by the city arborist or city forester in advance of construction.
 - (4) A report on the effectiveness of the prescribed measures is submitted by the retained arborist to the city arborist or city forester prior to issuance of a certificate of occupancy.
- (e) A lost tree shall be charged recompense regardless of whether or not it is removed from the site.
- (f) The city arborist shall prepare a quarterly report to be presented to the tree conservation commission. The report shall include the total number and DBH of trees removed and/or the total number and DBH of trees replanted during the preceding quarter in each of the following categories: maximum recompense per acre, dead/dying/diseased/hazardous removal, landscaping permit, silvicultural removal, buildable area removal, parking lots, illegal removal, off-site planting, or any other permit or penalty category not listed. The report shall also include acreage, total number of trees and total DBH for any newly created conservation easements or newly created parklands.
- (g) *Minimum tree cover.* In any request for a permit for construction in which no trees are proposed to be removed, or in cases where trees are being removed but the total tree cover on the lot is less than the minimum tree cover per zoning district, the city arborist shall require an afforestation standard such that the minimum tree cover per zoning district is satisfied, provided that all such trees so planted can reasonably be expected to be accommodated in a manner which will allow mature growth of the new trees.

Tree replacements per zoning district and the minimum required tree coverage (TDBH + TCI) on a site, regardless of any loss of trees, are as follows:

R-5, R-4-A and R-4-B districts: 35 inches per acre

R-3, R-3-A and R-4 districts: 40 inches per acre

R-2 and R-2-A districts: 100 inches per acre

R-1 districts: 150 inches per acre

RG, PD and all other districts: 90 inches per acre

- (h) A healthy tree preserved on site may not be counted towards the minimum tree coverage requirement if it has invasive vines such as English Ivy, Chinese Wisteria, or similar species growing in the crown or on the trunk of the tree that may impact the health of the tree now or in the future.
- (1) A site will not pass the final arborist inspection for a certificate of occupancy until invasive vines on healthy trees are killed by severing the vines at the ground and removing a four-foot vertical section of the vine from the tree trunk.
 - (2) Invasive vines must be removed or killed in a manner that does not cut or damage the bark, poison or otherwise harm the tree. Vines should not be pulled from the upper parts of a tree because this can damage the tree.
 - (3) A list of invasive vines is included on the list of undesirable and invasive species, maintained by, and available from, the arborist division.

Replacement trees shall typically be a minimum of two and one-half inches in caliper. Regardless of caliper or diameter at breast height, ~~replacement trees~~ trees planted as a requirement of this article or trees planted using tree trust funds shall not subsequently be removed or destroyed without a permit from the city arborist.

- (4) The City arborist may approve, pursuant to the conditions set forth in section 158-34(a), the planting of trees smaller or larger than 2.5 caliper inches as appropriate for the project type and site conditions. Smaller trees may be allowed or encouraged for environmental restoration, slope plantings, reforestation, or similar projects. Similarly, understory tree species that are unavailable from nurseries in a 2.5 caliper inch size may be approved for planting at a smaller size. All planted trees will be awarded replacement credit based on the size in caliper inches of the tree.
- (i) Species of replacement trees.
- (1) Species of acceptable replacement trees are listed on the City's recommended tree list which is available from the arborist division. The city arborist may approve species that are not on the list if the city arborist deems it an appropriate species and suitable for site conditions.
 - a. Prohibited replacement trees. No tree on the list of undesirable and invasive species may be planted to meet tree replacement and afforestation requirements. Recompense credit will not be given for planting undesirable or invasive species.
 - (2) Species diversity required. Species diversity creates resilience in the urban forest and reduces the impacts of pests and disease. To ensure continued resilience, a diversity of tree species will be needed on each site. The species of planted trees should adhere to the following diversity guidelines, unless the trees preserved on site, coupled with the replacement trees, offer a comparable diversity of species and genera.
 - a. When four to 10 trees are proposed to be planted, no more than 50% of the replacement Trees shall be of a single species.
 - b. When 11 to 20 trees are proposed to be planted, no more than 33% of the replacement Trees shall be of a single species.
 - c. When 21 to 50 trees are proposed to be planted, no more than 20% of overall trees planted shall be of the same species, no more than 50% shall be of the same genus.
 - d. When 51 or more trees are proposed to be planted, no more than 20% of overall trees planted shall be of the same species, and no more than 30% shall be of the same genus, with the exception of the genus *Quercus* (Oaks) which may make up 50% of the trees planted.
 - e. Approximately 75% of replacement trees planted on any project should be species native to the Piedmont region of Georgia.

- f. New tree planting in zoning-mandated streetscapes or on other highly urbanized sites may have the species diversity standards adjusted or waived at the discretion of the city arborist.
- (3) Mixture of mature tree sizes. Where appropriate site conditions exist, afforestation and replacement tree plantings shall be overstory and mid-canopy trees. Understory trees shall be permitted by the city arborist where site conditions do not allow the planting of overstory or mid-canopy trees. Where understory trees are allowed, they should generally make up no more than 25% of the required plantings.
- (j) Minimum planting areas and soil volumes. To ensure the health, longevity, and desired mature size, all trees must be provided ample healthy soil to grow. Trees do best when planted together in large open planting areas of uncompacted native or suitably amended soil. Where conditions or the design restricts the establishment of large open planting areas, suspended pavement techniques or other comparable methods may be used to provide adequate volumes of uncompacted soil below paving or other hardscape.
- (1) Soil surface area. Each tree must meet the following soil surface areas and utilize uncompacted, high quality native or amended planting soil per the City's technical planting specifications and must be approved by the city arborist.
- a. Overstory Trees: 400 square feet.
 - b. Mid-canopy Trees: 250 square feet.
 - c. Understory Trees: 100 square feet.
 - d. When trees are planted together in a single planting area, the required soil area for each tree within the shared planting area may be reduced by 25%.
 - e. The preferred minimum dimension of a tree island or other constrained planting shall be five feet in width for understory and mid-canopy trees and eight feet in width for overstory trees. The city arborist may allow the less than the preferred minimum widths when reusing existing planting wells or where space between an existing building and street does not allow for the preferred minimum tree island width and sidewalk or streetscape components required by the property's zoning. When a new building is being constructed, the preferred minimum widths shall be required.
 - f. When applicable, the city arborist may allow alternative methods and materials to be used, such as engineered underground channels, or root chases, that direct root growth and allow tree roots to establish soil connections by having access to adjacent open space as a means of increasing available soil.
- (2) Soil volume for planting within hardscaped areas. For tree plantings in constrained areas where the soil surface area requirements cannot be met, rooting area for trees below paving may be created by using suspended paving over soil cells filled with high quality topsoil, above ground planters filled with high quality topsoil, or other approved designs or methods. Installation of suspended paving systems must follow manufacturer's guidelines, or the planting specifications maintained by the arborist division. Minimum soil volumes must be as follows:
- a. Overstory Trees: 800 cubic feet of soil.
 - b. Mid-canopy Trees: 500 cubic feet of soil.
 - c. Understory Trees: 200 cubic feet of soil.
 - d. When trees are planted together and share soil within a continuous planting area, the required soil volume for each tree within the shared planting area may be reduced by 25%.
 - e. The minimum depth of soil in a suspended pavement system or planter is two feet and the maximum depth is four feet.

- f. In suspended pavements, understory and mid-canopy trees must be provided a minimum of five-foot by five-foot non-paved open soil area around the tree trunk. Overstory trees must be provided a minimum of eight-foot by eight-foot non-paved open soil area around the tree trunk.
- (3) The city arborist may allow for deviations from the required soil volumes, or percentage of overstory trees due to site constraints outside of the control of the applicant.
- (k) Street trees required.
- (1) All sites, residential and commercial, must have trees planted along any public or private road at a maximum spacing of 40 feet, with allowances for driveways, and within 10 feet of the back of curb or back of sidewalk if the distance between the sidewalk and curb is insufficient for planting trees.
- (2) All street trees, other than those planted during infill development on single-family residential lots, must be overstory or mid-canopy species, with at least half of the trees being overstory species.
- a. Where overhead utilities are present, the city arborist may approve understory trees or large shrubs to be used.
- b. Zoning-mandated streetscape tree planting requirements supersede the 40 feet spacing requirements for public street frontages.
- c. The city arborist may waive or alter the street tree planting or spacing requirement if there are sufficient trees growing along the street frontage of the property, whether at regular or irregular spacing, or if conditions prevent planting on 40-foot spacings. The city arborist may also allow other adjustments to the requirements, including allowing understory species or a larger percentage of mid-canopy species to address planting constraints outside of the applicant's control.
- (3) Residential subdivisions in which public infrastructure is installed must submit a tree replacement plan showing proposed tree plantings on common property for the entire development, including streets, in order to get final arborist approval for any land disturbance permits. The trees shown on the tree replacement plan must also be shown on the final plat that is approved by the office of zoning and development.
- a. All public and private streets within a subdivision must meet the street tree planting requirements described in this section.
- b. Tree planting options. Replacement trees shown on the tree replacement plan may be planted by the applicant under the land disturbance permit or may be deferred to the subsequent phases of construction.
1. Option 1: Planting under land disturbance permit. Trees planted under the land disturbance permit will be given replacement credit for that permit. These replacement trees must be inspected by the city arborist prior to the approval of the final plat and must be protected from all impacts during future home construction phases.
2. Option 2: Planting during subsequent building phases. Trees shown on the tree replacement plan that are not planted under the land disturbance permit shall be planted during subsequent phases of construction. The city arborist will work with the applicant to designate which of the trees shown on the tree replacement plan are to be associated with new individual lots, upon which they shall be planted as a requirement to obtain the final certificate of occupancy.
- (k) *Planting priority.* The location of tree plantings required by this section normally shall be prioritized as follows:

- (1) Heat islands. Streets and other external heat islands shall be shaded by new or existing trees at a spacing not to exceed 35 feet on center on average, with a minimum of two trees per lot when feasible. Street trees shall be planted as close to the street as is practicable. Internal heat islands shall be shaded at a minimum rate of one tree per 750 square feet of heat island area.
- (2) Soil stabilization. Replacement trees shall next be planted on steep slopes and other erodible areas and on the banks of wetlands and waterways.
- (3) Following satisfaction of priorities (1) and (2), the applicant shall have discretion to satisfy additional tree planting requirements either by planting on the subject site, on another location approved by the city arborist, or by contributing the appropriate amount to the tree trust fund.

(Code 1977, § 10-2037(e); Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2004-02, 1-12-04; Ord. No. 2006-04, §§ 2, 6, 2-14-06; Ord. No. 2007-32(07-O-0362), §§ 9, 10, 12, 6-12-07)

Sec. 158-104. Protection of trees.

- (a) The city arborist shall require that improvements be located so as to result the protection of the trees on the site. It is the specific intent of this section to require that damage to trees located within the setback and required yard areas and to trees located on abutting properties owned by others be minimized to the greatest degree possible under the particular circumstances, as determined by the city arborist according to the following guidelines:
 - (1) On lots and subdivisions of one acre or more, the applicant shall identify environmentally sensitive areas as part of the site plan required in section 158-105 below. Such areas shall include wetlands, floodplains, permanent and intermittent streams, stands of trees and other significant aspects of the natural environment on site. Limits of disturbance to these areas shall be established and detailed on the site plan. In order to protect the more environmentally sensitive areas, development shall be confined to the portion of the lot required for the intended construction.
 - (2) On lots and subdivisions of less than one acre, root save areas shall be established in the setback and required yard areas to preserve trees in those areas. Grading, trenching, or other land disturbance in these areas shall be limited to necessary hydrologic and erosion control measures and access corridors to streets, utility connections, or other features required by code. In order to protect the trees in the setback and required yard areas, building shall be confined to the portion of the lot required for the intended construction.
 - (3) A maximum of ten percent of the trees in a designated wetland or 100-year floodplain may be approved for removal or destruction.

(Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2006-04, § 3, 2-14-06; Ord. No. 2007-32(07-O-0362), § 13, 6-12-07)

Sec. 158-105. Site plan required.

- (a) *General requirements.* The site plan shall include a tree survey identifying the size, species and location of all trees having a diameter at breast height (DBH) of six inches or greater. Such site plan shall contain topographic information at two-foot contour intervals and shall show all existing and proposed buildings and structures, driveways and parking areas, drainage structures, water detention areas, utilities, construction material staging grounds and all areas of required cut and fill. Single family lots of record may be exempt from the requirement of the topographic survey provided that no grading or cut or fill or other changes in topography will occur. Such plan shall denote each tree to be saved, lost or destroyed, the percentage of root save area that will be impacted, the required tree protection fences for trees to be saved, and the proposed tree replacement plan. The proposed tree replacement plan shall set forth the manner in which the newly planted trees will be watered, for example, manually, drip irrigation, Gator bags, etc. In addition,

the proposed tree replacement plan shall have attached a copy of a paid maintenance contract if applicable. Pines of less than 12 inches DBH are exempted from being denoted on the tree survey. A construction limit line shall be delineated on each site plan submitted for a building permit. Within the construction limit line, the tree replacement requirements of this article shall be shown. Outside this limit line, no tree survey shall be required, and the applicant shall be required to leave undisturbed all areas of trees.

- (b) *Boundary trees.* Boundary trees shall be included in the site plan. The on-site portion of the root save area of a boundary tree shall be enclosed in a tree protection fence according to established arboricultural standards. In consultation with the owner or owner's representative of a boundary tree, the city arborist may prescribe and the applicant shall institute additional protective measures to limit impact on the tree during construction, including but not limited to watering regimes, root treatments, mulching, deadwood removal and protective pruning.

(Code 1977, § 10-2037(g); Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2006-04, § 4, 2-14-06; Ord. No. 2007-32(07-O-0362), § 14, 6-12-07)

Sec. 158-106. Preconstruction conference.

Upon approval of any permit for grading, demolition or construction, no work shall commence, no grading shall be undertaken and no trees shall be removed prior to a preconstruction conference on the site between the city arborist and the applicant or their designees. The city arborist shall inspect the site to assure the accuracy of permit application data and shall inspect tree protection fences and other protective devices which have been installed to protect trees. After the inspection is complete, the city arborist shall notify the director, and thereupon demolition, grading and construction may proceed. It is further provided that for any permit for an addition to a one-family or two-family residence, the city arborist may rely on data submitted in the application and certified by the applicant for the building permit in lieu of a preconstruction conference on the site.

(Code 1977, § 10-2037(h); Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03)

Sec. 158-107. Certificates of occupancy.

No certificate of occupancy shall be issued by the director, bureau of buildings with respect to any permit unless and until the city arborist shall have inspected such site and confirmed that all replacement trees have been planted in accordance with this article.

(Code 1977, § 10-2037(i); Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03)

Sec. 158-108. Maintenance of trees.

The owner shall be responsible for maintaining the health of all replacement trees for a period of two years from the date of planting. The owner shall replace any tree which dies during this time period. ~~Subsequent applicants for a building permit entailing no additional loss of trees on a site that has been certified as compliant by the city arborist and which has maintained that compliance shall not be required to provide additional tree replacement except as required by subsequent law.~~

In addition to guaranteeing newly planted trees through the two year-long establishment period, the owner or their successor shall maintain all trees planted on commercial, multi-family residential, or mixed-use projects as a requirement of this article, with the exception of street trees or other trees planted on City property, for the duration of the development's existence, and shall replace any dead or dying tree with one new tree of a similar type during the next planting season.

(Code 1977, § 10-2037(j); Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2007-32(07-O-0362), § 15, 6-12-07)

Sec. 158-109. Exemptions.

The following are exempted from the terms of this article:

- (1) When the parks arboricultural manager or city arborist finds any tree to present hazard or danger to the health, safety and welfare of the public, such tree may be removed immediately by the owner or the owner's agent upon verbal authorization by the parks arboricultural manager or city arborist. Any property owner or resident who reasonably believes and can demonstrate that a tree on her/his property presents imminent hazard or danger to the health, safety and welfare of the public, may contact the city arborist or her/his designee by phone to inform the city arborist of the emergency. Based upon the information provided by phone, the city arborist or her/his designee may give verbal approval of the tree's removal. Within five working days of said approval, the owner, resident, or her/his agent must provide to the department of city planning 's arborist division photos of the tree at issue along with a tree removal application. Failure to follow these procedures may result in an assessment of recompense and fines. In addition, should the photos and application, and any other information obtained by the city arborist, cause the city arborist to find that the tree did not present imminent hazard or danger, the city arborist shall assess recompense and may impose a fine. Should the emergency be identified by the property owner or resident during non-working hours, s/he may remove the tree immediately, but must contact the city arborist or her/his designee during the next working day to discuss the emergency, and must submit the information described above within five working days of the tree's removal. The owner and/or resident may be subject to recompense and fines under the circumstances described above in this subsection. No permit is required.
- (2) During the period of any emergency, such as a tornado, ice storm, flood or an other act of nature, the requirements of this article may be waived by the mayor and the mayor's designee.
- (3) All licensed plant or tree nurseries and tree farms shall be exempt from the terms and provisions of this article only in relation to those trees which are planted and are being grown for sale or intended sale to the general public in the ordinary course of business, or for some public purpose. All licensed tree museums or public botanical gardens which employ a full-time arborist or horticulturist, and which are located upon property owned by the city and leased to such tree museums or botanical gardens and are growing for display to the public in furtherance of the museums and botanical gardens, or for some other public purpose.

(Code 1977, § 10-2040; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2007-32(07-O-0362), § 16, 6-12-07; Ord. No. 2017-14(17-O-1157) , § 6, 4-26-17)

Sec. 158-110. Dead or diseased trees; nuisances.

The provisions of this section shall apply to all property in the city, as follows:

- (1) *Generally.* Any dead or diseased tree or part of a tree is a nuisance when, by reason of such condition, natural forces may, more readily than if such tree or part thereof were live or not diseased, fell or blow such tree or part thereof onto public ways or public property, off of the property of the owner of such tree, and thereby imperil life or property or impede traffic. When a dead or diseased tree which is alleged to constitute a nuisance is brought to the attention of the parks arboricultural manager or city arborist, the parks arboricultural manager or city arborist, in their discretion, may submit through the director, bureau of parks a written opinion to the director, bureau of buildings. Upon receiving a written opinion from the director, bureau of parks that any tree or part thereof is a nuisance as defined in this section, the director, bureau of buildings shall commence nuisance abatement proceedings.

- (2) *Notice to owner to remedy conditions; failure to comply.* The director, bureau of buildings shall give written notice to the owner or the person in possession, charge or control of the property where a tree nuisance as defined in this section exists, stating that in the city arborist's opinion the tree or part of a tree does constitute a nuisance that shall be removed, and requesting that such removal be done within a reasonable time to be specified in such notice. In no event shall such reasonable time exceed ten working days. Such notice shall further state that unless the tree or part thereof is voluntarily removed within the time specified, the director may cause summons to be issued requiring the party notified to appear in the municipal court to have there determined whether the tree or part of a tree involved constitute a nuisance and should be abated. If the tree is not removed within the time specified by the director, the director may cause the owner of such tree, or the person in possession, charge or control thereof, to be summoned to appear before the judge of the municipal court to determine whether or not the tree or part of a tree involved constitutes a nuisance.
- (3) *Hearing; failure to comply with order to abate.* If upon such a hearing as provided for before the judge of the municipal court, the judge shall find that the tree or part of a tree constitutes a nuisance and orders the defendant to abate the same within a specified time, then each ten days that the conditions adjudicated to be a nuisance by the judge are maintained subsequent to the expiration of the time fixed in the judgment of the judge the same to be abated shall constitute an offense.
- (4) *Emergencies.* Such nuisance trees pose immediate hazards and, because of the imminence of danger, are too great a risk to leave standing while standard procedures for giving notice take place. In such cases where danger to the public is imminent, the director of the office of parks shall have the right, but not the obligation, to enter the property and abate the nuisance, and the reasonable costs of such work, as documented by the office of parks, shall be reimbursed by the department of city planning . The department of city planning shall have the authority to obtain reimbursement from the property owner.

(Code 1977, § 10-2042; Ord. No. 2001-102, § 2, 12-11-01; Ord. No. 2003-03, §§ 1, 2, 1-13-03; Ord. No. 2007-32(07-O-0362), § 17, 6-12-07; Ord. No. 2017-14(17-O-1157) , § 6, 4-26-17)

30.

ELMS ID# 31377

AN ORDINANCE BY COUNCILMEMBERS MICHAEL JULIAN BOND AND JASON WINSTON

AN ORDINANCE TO AMEND THE ATLANTA CITY CODE PART II (GENERAL ORDINANCES), CHAPTER 158 (VEGETATION), ARTICLE II (TREE PROTECTION), TO MAKE SEVERAL UPDATES RELATED TO ORDINANCE ADMINISTRATION, TREE PLANTING AND PROTECTION, AND USE OF TREE TRUST FUNDS; TO AMEND PART III - LAND DEVELOPMENT CODE, PART 15 - LAND SUBDIVISION ORDINANCE, SECTIONS 15-07.004; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has not made substantive comprehensive changes to the tree protection ordinance since 2007; and

WHEREAS, since 2007, multiple aspects of the Tree Protection Ordinance have been identified by both the City and the public as needing to be changed; and

WHEREAS, the City plans to update the Tree Protection Ordinance incrementally over time and the amendments in this ordinance represent the first phase of revisions; and

WHEREAS, the City assembled a broad group of stakeholders representing a wide array of professions, interests, and opinions about the Tree Protection Ordinance to meet on multiple occasions and, through a consensus-making process, agreed upon the changes proposed in this legislation; and

WHEREAS, these changes will allow the ordinance to be administered more effectively by the City; and

WHEREAS, these changes will improve the quality and quantity of tree plantings in the City, insuring healthier, longer-lived trees and more resilient tree canopy; and

WHEREAS, these changes provide equitable support for the City's tree canopy by providing assistance for low-income homeowners who cannot afford to pay for the pruning or removal of dangerous trees on their property; and

WHEREAS, the City has determined that one of the amendments to the Tree Protection Ordinance should be accompanied by an associated change in the Land Subdivision Ordinance.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS AS FOLLOWS:

SECTION 1: That Part II (Code of Ordinances – General Ordinances), Chapter 158 (Vegetation), Article II (Tree Protection) is hereby amended as shown in "Exhibit A", with new language in bold underlined font and deleted language in strikethrough font.

CDH

Attachment: #30_31377 (22-O-1829 : Tree Protection Ordinance)

Allen

Handwritten signatures in blue ink, including "Jason Winston" and "Michael Julian Bond".

Handwritten signatures in blue ink, including "Jason Dozier", "Hendrick Shee", and "Nancy Smith".

Handwritten signatures in blue ink, including "Westmond" and "ARH".

Byron Amos

White

SECTION 2: That Part III - Land Development Code, Part 15 - Land Subdivision Ordinance, Section 15-07.004(j) is hereby amended to insert a new subsection (6) with new language in **bold underline font**:

(6) Proposed tree plantings on common property for the entire development, including streets, as shown on the tree replacement plan as required in Sec.158-103 (k)(3).

SECTION 3: That all ordinances, parts of ordinances, and resolutions in conflict herewith are hereby waived for purposes of this ordinance only, and only to the extent of said conflict.

22-O-1836

AN ORDINANCE BY COUNCILMEMBER HOWARD SHOOK TO RENAME FRANKIE ALLEN PARK TO HISTORIC BAGLEY PARK AND NAME THE ATHLETIC FIELDS AS THE FRANKIE ALLEN FIELDS; AND FOR OTHER PURPOSES.

WHEREAS, Macedonia Park was a historic African American community situated in District 17, Land Lot 60 in the Buckhead neighborhood in the City of Atlanta that dates back to the 1870s; and

WHEREAS, At its peak, Macedonia Park was a thriving Community that consisted of approximately 400 families, two grocery stores, two restaurants, a blacksmith shop and Mount Olive Methodist Episcopal Church and an associated cemetery; and

WHEREAS, Many of the residents of Macedonia Park worked as domestic help in the form of maids, laundresses, chauffeurs and yardmen for the white residents of Buckhead; and

WHEREAS, According to census records, there were also a number of gardeners for the local golf clubs, caddies, brick masons, pin boys who worked at the local bowling alley, in-home nurses, shoe shiners, truck drivers for the ice company, and garbage collectors, fertilizer plant staff and cotton mill workers; and

WHEREAS, One of the most notable residents of Macedonia Park, William Bagley, came to Fulton County after abandoning his 84-acre farm in Forsyth County in 1912. He was among the exodus of African Americans fleeing white mobs; and

WHEREAS, In 1928, William Bagley purchased six lots in Macedonia Park and became a well-known community leader and businessman. Due to William Bagley's influence, the area became known colloquially as Bagley Park and the road that ran through the community was named Bagley Avenue; and

WHEREAS, William Bagley died in 1939, and he and his wife, Ida, are interred in Mount Olive cemetery. The cemetery is all that remains of Macedonia Park; and

WHEREAS, In the 1940s, following complaints from white residents living nearby, Fulton County condemned the community. By using eminent domain, eviction and forced negotiation, Fulton County began pushing out the residents of Macedonia Park; and

WHEREAS, By 1952, the neighborhood was gone, and a park with baseball and softball diamonds, tennis courts and outdoor grill pavilions took its place. Fulton County leaders honored William Bagley and his large family by naming it Bagley Park; and

WHEREAS, In 1980, following the death of a longtime Buckhead Baseball umpire and volunteer, Buckhead Baseball and the City of Atlanta renamed the park in honor of Frankie Allen. The descendants of William Bagley were not consulted in this decision; and

WHEREAS, Pursuant to City of Atlanta Resolution 20-R-3533 approved March 26, 2020, the Buckhead Heritage Society maintains Mount Olive Cemetery. In 2022, the Buckhead Heritage Society formed a Task Force to explore restoring the historic name of the park to Historic Bagley Park; and

WHEREAS, After reviewing the history of the neighborhood, speaking with the granddaughter of William Bagley and consulting with various stakeholders, the Task Force recommended that the historic name of the park be restored and the athletic fields be named in honor of Frankie Allen; and

WHEREAS, Atlanta City Council and the Department of Parks and Recreation wished to honor William Bagley by renaming Frankie Allen Park to Historic Bagley Park.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS, as follows:

SECTION 1: That the Mayor, or his designee is hereby authorized to rename Frankie Allen Park to Historic Bagley Park.

SECTION 2: That the requirements of Section 2-2 of the City of Atlanta Code of Ordinances have been met.

SECTION 3: That the renaming of Frankie Allen Park to Historic Bagley Park shall take effect upon the approval of this Ordinance.

SECTION 4: The appropriate City agencies, including but not limited to the Department of Parks and Recreation are hereby authorized to take such steps as necessary to comply with having the signage displayed in the referenced area displayed.

SECTION 5: That all ordinances and parts of ordinances in conflict herewith be hereby repealed.

CITY COUNCIL
ATLANTA, GEORGIA

22-O-1836

SPONSOR SIGNATURES



Howard Shook, Councilmember, District 7

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1836

AN ORDINANCE BY COUNCILMEMBER HOWARD SHOOK TO RENAME FRANKIE ALLEN PARK TO HISTORIC BAGLEY PARK AND NAME THE ATHLETIC FIELDS AS THE FRANKIE ALLEN FIELDS; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

HISTORY:

11/07/22	Atlanta City Council	REFERRED WITHOUT OBJECTION
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REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/15/2022 1:30 PM
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22-O-1836

AN ORDINANCE BY COUNCILMEMBER HOWARD SHOOK TO RENAME FRANKIE ALLEN PARK TO HISTORIC BAGLEY PARK AND NAME THE ATHLETIC FIELDS AS THE FRANKIE ALLEN FIELDS; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

55.
ELMS #31431CDHS
**AN ORDINANCE BY
COUNCILMEMBER HOWARD SHOOK****TO RENAME FRANKIE ALLEN PARK TO HISTORIC BAGLEY PARK AND NAME
THE ATHLETIC FIELDS AS THE FRANKIE ALLEN FIELDS; AND FOR OTHER
PURPOSES.**

WHEREAS, Macedonia Park was a historic African American community situated in District 17, Land Lot 60 in the Buckhead neighborhood in the City of Atlanta that dates back to the 1870s; and

WHEREAS, At its peak, Macedonia Park was a thriving Community that consisted of approximately 400 families, two grocery stores, two restaurants, a blacksmith shop and Mount Olive Methodist Episcopal Church and an associated cemetery; and

WHEREAS, Many of the residents of Macedonia Park worked as domestic help in the form of maids, laundresses, chauffeurs and yardmen for the white residents of Buckhead; and

WHEREAS, According to census records, there were also a number of gardeners for the local golf clubs, caddies, brick masons, pin boys who worked at the local bowling alley, in-home nurses, shoe shiners, truck drivers for the ice company, and garbage collectors, fertilizer plant staff and cotton mill workers; and

WHEREAS, One of the most notable residents of Macedonia Park, William Bagley, came to Fulton County after abandoning his 84-acre farm in Forsyth County in 1912. He was among the exodus of African Americans fleeing white mobs; and

WHEREAS, In 1928, William Bagley purchased six lots in Macedonia Park and became a well-known community leader and businessman. Due to William Bagley's influence, the area became known colloquially as Bagley Park and the road that ran through the community was named Bagley Avenue; and

WHEREAS, William Bagley died in 1939, and he and his wife, Ida, are interred in Mount Olive cemetery. The cemetery is all that remains of Macedonia Park; and

WHEREAS, In the 1940s, following complaints from white residents living nearby, Fulton County condemned the community. By using eminent domain, eviction and forced negotiation, Fulton County began pushing out the residents of Macedonia Park; and

WHEREAS, By 1952, the neighborhood was gone, and a park with baseball and softball diamonds, tennis courts and outdoor grill pavilions took its place. Fulton County leaders honored William Bagley and his large family by naming it Bagley Park; and

WHEREAS, In 1980, following the death of a longtime Buckhead Baseball umpire and volunteer, Buckhead Baseball and the City of Atlanta renamed the park in honor of Frankie Allen. The descendants of William Bagley were not consulted in this decision; and

ELMS #31431

WHEREAS, Pursuant to City of Atlanta Resolution 20-R-3533 approved March 26, 2020, the Buckhead Heritage Society maintains Mount Olive Cemetery. In 2022, the Buckhead Heritage Society formed a Task Force to explore restoring the historic name of the park to Historic Bagley Park; and

WHEREAS, After reviewing the history of the neighborhood, speaking with the granddaughter of William Bagley and consulting with various stakeholders, the Task Force recommended that the historic name of the park be restored and the athletic fields be named in honor of Frankie Allen; and

WHEREAS, Atlanta City Council and the Department of Parks and Recreation wished to honor William Bagley by renaming Frankie Allen Park to Historic Bagley Park.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS, as follows:

SECTION 1: That the Mayor, or his designee is hereby authorized to rename Frankie Allen Park to Historic Bagley Park.

SECTION 2: That the requirements of Section 2-2 of the City of Atlanta Code of Ordinances have been met.

SECTION 3: That the renaming of Frankie Allen Park to Historic Bagley Park shall take effect upon the approval of this Ordinance.

SECTION 4: The appropriate City agencies, including but not limited to the Department of Parks and Recreation are hereby authorized to take such steps as necessary to comply with having the signage displayed in the referenced area displayed.

SECTION 5: That all ordinances and parts of ordinances in conflict herewith be hereby repealed.

22-R-4594

A RESOLUTION BY COUNCILMEMBER ANDREA L. BOONE AUTHORIZING THE CITY OF ATLANTA TO DONATE AMERICAN RESCUE PLAN ACT FUNDS TO COMMUNITY FARMERS MARKETS, INC. (CFM), TO SUPPORT CFM'S FURTHER EXPANSION OF ITS FRESH MARTA MARKETS, WHICH WILL DIRECTLY COMBAT THE FOOD INSECURITY EFFECTS OF THE COVID-19 PANDEMIC, AS WELL AS CREATE LONG-TERM, POST-PANDEMIC INCREASED LOCAL COMMUNITY RESILIENCE AND FOOD ACCESS, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA'S CHARTER, IN A TOTAL AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00); AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO A DONATION AGREEMENT WITH CFM WHICH SHALL DETAIL THE ACTIONS OF CFM TO FURTHER THE DEVELOPMENT OF FRESH MARTA MARKETS; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO MAKE ALL PAYMENTS FROM THE ACCOUNTS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City is the recipient of funds under the American Rescue Plan Act of 2021 (ARPA), one of the largest economic rescue packages in U.S. history, which provided \$1.9 trillion in additional relief to respond to COVID-19 to state and local governments, hard-hit industries and communities and other support; and

WHEREAS, the US Department of Agriculture (USDA), Economic Research Service defines food security as *“access by all people at all times to enough food for an active, healthy life; and*

WHEREAS, the United Nations' Committee on World Food Security defines food security as the means *“that all people, at all times, have physical, social, and economic access to sufficient, safe, and nutritious food that meets their food preferences and dietary needs for an active and healthy life”*; and

WHEREAS, Stakeholders across the urban agriculture, food access & food systems fields agree that a multi-layered approach of investing in improved food access, food production, and strategic planning will reduce community vulnerability, and better prepare for the future local food system that is more equitable, community empowered, and public & private sector supported; and

WHEREAS, throughout the City of Atlanta, many communities are experiencing rapidly increasing housing costs, higher household energy costs and burden, higher household transportation burden and costs, lower rates of living-wage employment, increasing childcare and education burden, and other equity indicators; and

WHEREAS, this reality is felt even harder in communities highly populated by BIPOC (Black, Indigenous, and other People Of Color) residents, children, and seniors; who live under circumstances where individuals are choosing whether to miss certain meals versus addressing other necessities on a daily basis; and

WHEREAS, the Community Farmers Markets, Inc. (CFM) is a community-based non-profit organization whose mission is to is to develop a local food infrastructure for long term sustainability and meaningful community impact; and

WHEREAS, the CFM operates the Fresh MARTA Markets (FMM) at designated MARTA locations within the City of Atlanta and metro areas and perform all operational activities to increase the consumption of local, fresh, and healthy produce for Atlantans; and

WHEREAS, the FMM program helps combat food insecurity by providing more access to fresh, affordable, food & grocery items at five current MARTA stations currently; and

WHEREAS, the FMM goal is to help get healthy, fresh food into places where people already are. Pairing produce with public transportation by placing FMMs inside transit stations gives MARTA patrons convenient food access options, allowing them to purchase food on their way to or from the train or bus; and

WHEREAS, many of these essential workers utilize public transportation in their daily travel journeys and reside in areas of the City with increased food access challenges to fresh, affordable, nutritious food; and

WHEREAS, FMM patrons can do a sizable amount of their fresh food shopping while in the transit system. This increases the access and amount of fresh food available to those on public transportation, or near the transit stations; and

WHEREAS, historically over 30% of FMM sales have been EBT/SNAP sales and reaching consumers with EBT/SNAP access is a key strategy for combating food insecurity; and

WHEREAS, FMM participates in a program that doubles the value of EBT/SNAP dollars for individuals & households, meaning customers can either buy twice as much or pay half the full retail price of items; and

WHEREAS, through a 2016 notice of award with MARTA, authorized pursuant to MARTA RFQ Q37964, which was adopted by MARTA on July 28, 2016, CFM now operates the Fresh MARTA Market at multiple MARTA rail stations; and

WHEREAS, currently the markets take place in five MARTA stations (Bankhead, West End, Five Points, College Park, and H.E. Holmes MARTA Stations), and are expanding to two (2) additional locations in 2022. These markets geographically serve multiple areas and communities in USDA designated Low-Income, Low-Access area, where there are limited fresh food retail access points; and

WHEREAS, providing direct monetary support to the FMM program helps combat food insecurity by providing more access to fresh, affordable, food & grocery items at five current (5) MARTA stations currently (Bankhead, West End, Five Points, College Park, and H.E. Holmes); and

WHEREAS, FMM will purchase \$25,000 in produce from local growers, with emphasis on BIPOC, socially disadvantaged, and/or beginning farmers. In addition to direct purchases, farmers will be paid \$200 planning stipends to meet and plan for the season so that they can accommodate the needs of the FMM program; and

WHEREAS, it is the desire of the City of Atlanta, on behalf of the Division of Sustainability and Resilience, to donate Sixty Thousand Dollars and zero cents (\$60,000.00) of ARPA funds to the CFM, to support CFM’s Fresh MARTA Market staffing, infrastructure, and hyperlocal food purchasing from local farmers and producers, which will directly increase fresh food accessibility, combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience; and

WHEREAS, specifically, this donation would support CFM’s activities and services fall into three (3) main categories, including staffing, infrastructure, and hyperlocal purchasing. A large portion of the additional staffing capacity will be to expand the operating days and hours of the most popular station, Five Points Location. As additional days, hours, and stations are expanded, so will the infrastructure needs of the project. The main infrastructure cost will be an additional cargo van to transport the produce to the additional markets. Also included in this need is gas costs and vehicle insurance. MARTA cards purchased for low-income families who participate in our educational programs at placed based community partners; located within a 2 miles radius of existing FMM stations. These participants will be given the equivalent of a round-trip ride for each class participation. FMM will purchase \$25,000 in produce from local growers, with emphasis on BIPOC, socially disadvantaged, and/or beginning farmers. In addition to direct purchases, farmers will be paid \$200 planning stipends to meet and plan for the season so that they can accommodate the needs of the FMM program; and

WHEREAS, the City has determined that CFM’s FMM program is eligible for funding under the ARPA; and

WHEREAS, to ensure that its donation shall be is implemented in accordance with ARPA requirements, the City desires to enter into a Donation Agreement with CFM which shall detail the actions of CFM to further the development of Fresh MARTA Markets.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that pursuant to Section 6-306 of the City of Atlanta’s Charter, the Chief Financial Officer or his designee, is authorized to donate Sixty Thousand Dollars and zero cents (\$60,000.00) of American Rescue Plan Act of 2021 (ARPA) funds to Community Farmers Markets, Inc. (CFM) to support the development of MARTA Fresh Markets, which will directly combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is hereby authorized to charge to and pay the donation authorized of Sixty Thousand Dollars and zero cents (\$60,000.00) hereby from the following account:

FUND	DEPT/ORG	ACCOUNT	FUNCTION ACTIVITY	PROJECT	AWARD	TASK ORDER
2508	040605	5212001	5510001	500108	32605	610.3

BE IT FURTHER RESOLVED, that the Mayor, or his designee is authorized to execute a Donation Agreement regarding its donation to support the CFM’s expansion of the Fresh MARTA Markets (FMM), which will directly combat the food insecurity effects of the COVID-19 pandemic, support essential local growers, as well as create long-term, post-pandemic increased local community resilience and food access, in substantially the same form as attached in Exhibit A.

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is authorized to enter into any additional agreements as may be necessary to carry out the purposes of this Resolution on the terms and conditions provided in the Donation Agreement.

BE IT FURTHER RESOLVED, that the Donation Agreement and any related documents shall not become binding upon the City, and the City will incur no obligation or liability under the same, until they have been approved by the City Attorney or her designee as to form, executed by the Mayor, or his designee, and delivered to CFM.

BE IT FINALLY RESOLVED, that all resolutions or parts of resolutions that are in conflict with the terms of this Resolution are hereby waived to the extent of the conflict.

EXHIBIT A

DONATION AGREEMENT

CITY COUNCIL
ATLANTA, GEORGIA

22-R-4594

SPONSOR SIGNATURES



Andrea L. Boone Councilmember, District 10

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4594

A RESOLUTION BY COUNCILMEMBER ANDREA L. BOONE AUTHORIZING THE CITY OF ATLANTA TO DONATE AMERICAN RESCUE PLAN ACT FUNDS TO COMMUNITY FARMERS MARKETS, INC. (CFM), TO SUPPORT CFM'S FURTHER EXPANSION OF ITS FRESH MARTA MARKETS, WHICH WILL DIRECTLY COMBAT THE FOOD INSECURITY EFFECTS OF THE COVID-19 PANDEMIC, AS WELL AS CREATE LONG-TERM, POST-PANDEMIC INCREASED LOCAL COMMUNITY RESILIENCE AND FOOD ACCESS, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA'S CHARTER, IN A TOTAL AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00); AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO A DONATION AGREEMENT WITH CFM WHICH SHALL DETAIL THE ACTIONS OF CFM TO FURTHER THE DEVELOPMENT OF FRESH MARTA MARKETS; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO MAKE ALL PAYMENTS FROM THE ACCOUNTS LISTED HEREIN; AND FOR OTHER PURPOSES.

Workflow List:

Finance	Skipped	11/07/2022 10:10 PM
Atlanta Information Management (AIM)	Skipped	11/07/2022 10:10 PM
Procurement	Skipped	11/07/2022 10:10 PM
Jaideep Majumdar	Skipped	11/07/2022 10:10 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM
Mayor's Office	Pending	
Office of Research and Policy Analysis	Pending	

HISTORY:

11/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO CITY UTILITIES COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION
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22-R-4594

A RESOLUTION BY COUNCILMEMBER ANDREA L. BOONE AUTHORIZING THE CITY OF ATLANTA TO DONATE AMERICAN RESCUE PLAN ACT FUNDS TO COMMUNITY FARMERS MARKETS, INC. (CFM), TO SUPPORT CFM'S FURTHER EXPANSION OF ITS FRESH MARTA MARKETS, WHICH WILL DIRECTLY COMBAT THE FOOD INSECURITY EFFECTS OF THE COVID-19 PANDEMIC, AS WELL AS CREATE LONG-TERM, POST-PANDEMIC INCREASED LOCAL COMMUNITY RESILIENCE AND FOOD ACCESS, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA'S CHARTER, IN A TOTAL AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00); AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO A DONATION AGREEMENT WITH CFM WHICH SHALL DETAIL THE ACTIONS OF CFM TO FURTHER THE DEVELOPMENT OF FRESH MARTA MARKETS; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO MAKE ALL PAYMENTS FROM THE ACCOUNTS LISTED HEREIN; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

14.

**ELMS ID# 31329
A RESOLUTION BY
COUNCILMEMBER ANDREA L. BOONE**

A RESOLUTION AUTHORIZING THE CITY OF ATLANTA TO DONATE AMERICAN RESCUE PLAN ACT FUNDS TO COMMUNITY FARMERS MARKETS, INC. (CFM), TO SUPPORT CFM'S FURTHER EXPANSION OF ITS FRESH MARTA MARKETS, WHICH WILL DIRECTLY COMBAT THE FOOD INSECURITY EFFECTS OF THE COVID-19 PANDEMIC, AS WELL AS CREATE LONG-TERM, POST-PANDEMIC INCREASED LOCAL COMMUNITY RESILIENCE AND FOOD ACCESS, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA'S CHARTER, IN A TOTAL AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A DONATION AGREEMENT WITH CFM WHICH SHALL DETAIL THE ACTIONS OF CFM TO FURTHER THE DEVELOPMENT OF FRESH MARTA MARKETS; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO MAKE ALL PAYMENTS FROM THE ACCOUNTS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City is the recipient of funds under the American Rescue Plan Act of 2021 (ARPA), one of the largest economic rescue packages in U.S. history, which provided \$1.9 trillion in additional relief to respond to COVID-19 to state and local governments, hard-hit industries and communities and other support; and

WHEREAS, the US Department of Agriculture (USDA), Economic Research Service defines food security as *"access by all people at all times to enough food for an active, healthy life;* and

WHEREAS, the United Nations' Committee on World Food Security defines food security as the means *"that all people, at all times, have physical, social, and economic access to sufficient, safe, and nutritious food that meets their food preferences and dietary needs for an active and healthy life"*; and

WHEREAS, Stakeholders across the urban agriculture, food access & food systems fields agree that a multi-layered approach of investing in improved food access, food production, and strategic planning will reduce community vulnerability, and better prepare for the future local food system that is more equitable, community empowered, and public & private sector supported; and

WHEREAS, throughout the City of Atlanta, many communities are experiencing rapidly increasing housing costs, higher household energy costs and burden, higher household transportation burden and costs, lower rates of living-wage employment, increasing childcare and education burden, and other equity indicators; and

WHEREAS, this reality is felt even harder in communities highly populated by BIPOC (Black, Indigenous, and other People Of Color) residents, children, and seniors; who live under circumstances where individuals are choosing whether to miss certain meals versus addressing other necessities on a daily basis; and

Attachment: #14_31329 (22-R-4594 : American Rescue Plan Act (ARPA) Community Farmers Markets, Inc. (CFM) Donation)

WHEREAS, the Community Farmers Markets, Inc. (CFM) is a community-based non-profit organization whose mission is to is to develop a local food infrastructure for long term sustainability and meaningful community impact; and

WHEREAS, the CFM operates the Fresh MARTA Markets (FMM) at designated MARTA locations within the City of Atlanta and metro areas and perform all operational activities to increase the consumption of local, fresh, and healthy produce for Atlantans; and

WHEREAS, the FMM program helps combat food insecurity by providing more access to fresh, affordable, food & grocery items at five current MARTA stations currently; and

WHEREAS, the FMM goal is to help get healthy, fresh food into places where people already are. Pairing produce with public transportation by placing FMMs inside transit stations gives MARTA patrons convenient food access options, allowing them to purchase food on their way to or from the train or bus; and

WHEREAS, many of these essential workers utilize public transportation in their daily travel journeys and reside in areas of the City with increased food access challenges to fresh, affordable, nutritious food; and

WHEREAS, FMM patrons can do a sizable amount of their fresh food shopping while in the transit system. This increases the access and amount of fresh food available to those on public transportation, or near the transit stations; and

WHEREAS, historically over 30% of FMM sales have been EBT/SNAP sales and reaching consumers with EBT/SNAP access is a key strategy for combating food insecurity; and

WHEREAS, FMM participates in a program that doubles the value of EBT/SNAP dollars for individuals & households, meaning customers can either buy twice as much or pay half the full retail price of items; and

WHEREAS, through a 2016 notice of award with MARTA, authorized pursuant to MARTA RFQ Q37964, which was adopted by MARTA on July 28, 2016, CFM now operates the Fresh MARTA Market at multiple MARTA rail stations; and

WHEREAS, currently the markets take place in five MARTA stations (Bankhead, West End, Five Points, College Park, and H.E. Holmes MARTA Stations), and are expanding to two (2) additional locations in 2022. These markets geographically serve multiple areas and communities in USDA designated Low-Income, Low-Access area, where there are limited fresh food retail access points; and

WHEREAS, providing direct monetary support to the FMM program helps combat food insecurity by providing more access to fresh, affordable, food & grocery items at five current (5) MARTA stations currently (Bankhead, West End, Five Points, College Park, and H.E. Holmes); and

WHEREAS, FMM will purchase \$25,000 in produce from local growers, with emphasis on BIPOC, socially disadvantaged, and/or beginning farmers. In addition to direct purchases, farmers will be paid \$200 planning stipends to meet and plan for the season so that they can accommodate the needs of the FMM program; and

WHEREAS, it is the desire of the City of Atlanta, on behalf of the Division of Sustainability and Resilience, to donate Sixty Thousand Dollars and zero cents (\$60,000.00) of ARPA funds to the CFM, to support CFM’s Fresh MARTA Market staffing, infrastructure, and hyperlocal food purchasing from local farmers and producers, which will directly increase fresh food accessibility, combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience; and

WHEREAS, specifically, this donation would support CFM’s activities and services fall into three (3) main categories, including staffing, infrastructure, and hyperlocal purchasing. A large portion of the additional staffing capacity will be to expand the operating days and hours of the most popular station, Five Points Location. As additional days, hours, and stations are expanded, so will the infrastructure needs of the project. The main infrastructure cost will be an additional cargo van to transport the produce to the additional markets. Also included in this need is gas costs and vehicle insurance. MARTA cards purchased for low-income families who participate in our educational programs at placed based community partners; located within a 2 miles radius of existing FMM stations. These participants will be given the equivalent of a round-trip ride for each class participation. FMM will purchase \$25,000 in produce from local growers, with emphasis on BIPOC, socially disadvantaged, and/or beginning farmers. In addition to direct purchases, farmers will be paid \$200 planning stipends to meet and plan for the season so that they can accommodate the needs of the FMM program; and

WHEREAS, the City has determined that CFM’s FMM program is eligible for funding under the ARPA; and

WHEREAS, to ensure that its donation shall be is implemented in accordance with ARPA requirements, the City desires to enter into a Donation Agreement with CFM which shall detail the actions of CFM to further the development of Fresh MARTA Markets.

NOW THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that pursuant to Section 6-306 of the City of Atlanta’s Charter, the Chief Financial Officer or his designee, is authorized to donate Sixty Thousand Dollars and zero cents (\$60,000.00) of American Rescue Plan Act of 2021 (ARPA) funds to Community Farmers Markets, Inc. (CFM) to support the development of MARTA Fresh Markets, which will directly combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is hereby authorized to charge to and pay the donation authorized of Sixty Thousand Dollars and zero cents (\$60,000.00) hereby from the following account:

FUND	DEPT/ORG	ACCOUNT	FUNCTION ACTIVITY	PROJECT	AWARD	TASK ORDER
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2508	040605	5212001	5510001	500108	32605	610.3
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BE IT FURTHER RESOLVED, that the Mayor, or his designee is authorized to execute a Donation Agreement regarding its donation to support the CFM’s expansion of the Fresh MARTA Markets (FMM), which will directly combat the food insecurity effects of the COVID-19 pandemic, support essential local growers, as well as create long-term, post-pandemic increased local community resilience and food access, in substantially the same form as attached in Exhibit A.

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is authorized to enter into any additional agreements as may be necessary to carry out the purposes of this Resolution on the terms and conditions provided in the Donation Agreement.

BE IT FURTHER RESOLVED, that the Donation Agreement and any related documents shall not become binding upon the City, and the City will incur no obligation or liability under the same, until they have been approved by the City Attorney or her designee as to form, executed by the Mayor, or his designee, and delivered to CFM.

BE IT FINALLY RESOLVED, that all resolutions or parts of resolutions that are in conflict with the terms of this Resolution are hereby waived to the extent of the conflict.

Attachment: #14_31329 (22-R-4594 : American Rescue Plan Act (ARPA) Community Farmers Markets, Inc. (CFM) Donation)

EXHIBIT A

DONATION AGREEMENT

Attachment: #14_31329 (22-R-4594 : American Rescue Plan Act (ARPA) Community Farmers Markets, Inc. (CFM) Donation)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ATLANTA
AND
COMMUNITY FARMERS MARKETS, INC.**

This Memorandum of Understanding (“MOU” or “AGREEMENT”) is effective as of _____, 2022, by and between **CITY OF ATLANTA**, a municipality chartered under the laws of the State of Georgia (the “CITY”) and **COMMUNITY FARMERS MARKETS, INC.**, a Georgia domestic non-profit corporation (the “CFM”, “SUBRECIPIENT”).

WHEREAS, the City is the recipient of funds under the American Rescue Plan Act of 2021 (ARPA), one of the largest economic rescue packages in U.S. history, which provided \$1.9 trillion in additional relief to respond to COVID-19 to state and local governments, hard-hit industries and communities and other support; and

WHEREAS, the US Department of Agriculture (USDA), Economic Research Service defines food security as “*access by all people at all times to enough food for an active, healthy life*”; and

WHEREAS, the United Nations' Committee on World Food Security defines food security as the means “*that all people, at all times, have physical, social, and economic access to sufficient, safe, and nutritious food that meets their food preferences and dietary needs for an active and healthy life*”; and

WHEREAS, Stakeholders across the urban agriculture, food access & food systems fields agree that a multi-layered approach of investing in improved food access, food production, and strategic planning will reduce community vulnerability, and better prepare for the future local food system that is more equitable, community empowered, and public & private sector supported; and

WHEREAS, throughout the City of Atlanta, many communities are experiencing rapidly increasing housing costs, higher household energy costs & burden, higher household transportation burden & costs, lower rates of living-wage employment, increasing childcare and education burden, and other (in)equity indicators; and

WHEREAS, this reality is felt even harder in communities highly populated by BIPOC (Black, Indigenous, and other People Of Color) residents, children, and seniors; who live under circumstances where individuals are choosing whether to miss certain meals versus addressing other necessities on a daily basis; and

WHEREAS, the Community Farmers Markets, Inc. (CFM) is a community-based non-profit organization whose mission is to is to develop a local food infrastructure for long term sustainability and meaningful community impact; and

WHEREAS, the CFM operates the Fresh MARTA Markets at designated MARTA locations within the City of Atlanta and metro areas and perform all operational activities to increase the consumption of local, fresh, and healthy produce for Atlantans; and

WHEREAS, the Fresh MARTA Markets (FMM) program helps combat food insecurity by providing more access to fresh, affordable, food & grocery items at five current MARTA stations currently; and

WHEREAS, Fresh MARTA Market (FMM) goal is to help get healthy, fresh food into places where people already are. Pairing produce with public transportation by placing FMMs inside transit stations gives MARTA patrons convenient food access options, allowing them to purchase food on their way to or from the train or bus; and

WHEREAS, Many of these essential workers utilize public transportation in their daily travel journeys and reside in areas of the City with increased food access challenges to fresh, affordable, nutritious food; and

WHEREAS, Fresh MARTA Market patrons can do a sizable amount of their fresh food shopping while in the transit system. This increases the access and amount of fresh food available to those on public transportation, or near the transit stations; and

WHEREAS, Historically over 30% of FMM sales have been EBT/SNAP sales and reaching consumers with EBT/SNAP access is a key strategy for combating food insecurity;

WHEREAS, FMM participates in a program that doubles the value of EBT/SNAP dollars for individuals & households, meaning customers can either buy twice as much or pay half the full retail price of items; and

WHEREAS, through a 2016 notice of award with MARTA, authorized pursuant to MARTA RFQ Q37964, which was adopted by MARTA on July 28, 2016, CFM now operates the Fresh MARTA Market at multiple MARTA rail stations; and

WHEREAS, Currently the markets take place in five MARTA stations (Bankhead, West End, Five Points, College Park, and H.E. Holmes MARTA Stations), and are expanding to two (2) additional locations in 2022. These markets geographically serve multiple areas and communities in USDA designated Low-Income, Low-Access (LILA) area, where there are limited fresh food retail access points; and

WHEREAS, Providing direct monetary support to the CFM Fresh MARTA Markets (FMM) program helps combat food insecurity by providing more access to fresh, affordable, food & grocery items at five current (5) MARTA stations currently (Bankhead, West End, Five Points, College Park, and H.E. Holmes); and

WHEREAS, FMM will purchase \$25,000 in produce from local growers, with emphasis on BIPOC, socially disadvantaged, and/or beginning farmers. In addition to direct purchases, farmers will be paid \$200 planning stipends to meet and plan for the season so that they can accommodate the needs of the FMM program; and

WHEREAS, it is the desire of the City of Atlanta, on behalf of the Division of Sustainability and Resilience, to donate Sixty Thousand Dollars and zero cents (\$60,000.00) of ARPA funds to the CFM, to support CFM's Fresh MARTA Market staffing, infrastructure, and hyperlocal food purchasing from local farmers and producers, which will directly increase fresh food accessibility, combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience; and

WHEREAS, specifically, this donation would support CFM’s activities and services fall into three (3) main categories, including staffing, infrastructure, and hyperlocal purchasing. A large portion of the additional staffing capacity will be to expand the operating days and hours of the most popular station, Five Points Location. As additional days, hours, and stations are expanded, so will the infrastructure needs of the project. The main infrastructure cost will be an additional cargo van to transport the produce to the additional markets. Also included in this need is gas costs and vehicle insurance. MARTA cards purchased for low-income families who participate in our educational programs at placed based community partners; located within a 2 miles radius of existing FMM stations. These participants will be given the equivalent of a round-trip ride for each class participation. FMM will purchase \$25,000 in produce from local growers, with emphasis on BIPOC, socially disadvantaged, and/or beginning farmers. In addition to direct purchases, farmers will be paid \$200 planning stipends to meet and plan for the season so that they can accommodate the needs of the FMM program; and

WHEREAS, the City has determined that CFM Fresh MARTA Markets (FMM) program is eligible for funding under the ARPA; and

WHEREAS, to ensure that its donation shall be is implemented in accordance with ARPA requirements, the City desires to enter into a Donation Agreement with CFM which shall detail the actions of CFM to further the development of Fresh MARTA Markets.

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties do mutually agree to the above recitals and as follows:

1. TERM and TERMINATION.

1.1 The term of this MOU shall expire on the earlier of one year from the last date of the signatures below, or September 30, 2023.

1.2 Either organization may terminate this MOU upon thirty (30) days prior written notice without penalties or liabilities.

1.3 This MOU may be extended upon mutual agreement in writing signed by the parties. If renewed, the MOU shall be reviewed annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

2. SERVICES.

2.1 Description of Services. CFM shall utilize the donation provided by the City of Atlanta as described herein to support CFM’s further expansion of its Fresh Marta Markets, which will directly combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience and Food Access, described generally on Exhibit A attached (the "Services").

2.2. Resources. Unless otherwise expressly provided in this MOU, all equipment, software, Facilities and Subrecipient Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Subrecipient shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.

3. **FUNDING and USE OF FUNDS.**

3.1 **Funding.** In accordance with Resolution [Add Resolution Number and dates of adoption and approval here], the City has authorized a total donation in an amount not to exceed Sixty Thousand Dollars and zero cents (\$60,000.00) funded with American Rescue Plan Act (ARPA) funds under this MOU.

3.2 **Use of Funds.** All activities funded with ARPA funds shall maintain and make available to the City and Treasury OIG upon request all documents and financial records sufficient to establish compliance with section 603 of the Social Security Act, as amended, (42 U.S.C. § 802) which provides:

3.2.1 The City and CFM shall use ARPA funds to cover only those costs that:

- (a) are necessary to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (b) respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (c) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (d) to make necessary investments in water, sewer, or broadband infrastructure.

3.2.2. The following is a list of examples of costs that would not be eligible expenditures of ARPA funds:

- (a) Expenses for the State share of Medicaid.
- (b) Damages covered by insurance.
- (c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- (d) Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
- (e) Reimbursement to donors for donated items or services.
- (f) Workforce bonuses other than hazard pay or overtime.
- (g) Severance pay.

- (h) Legal settlements or judgments; except to the extent the judgment or settlement requires the provision of services that would respond to the COVID-19 public health emergency.
- (i) Debt issuance or debt service.
- (j) Payment of interest or principal on outstanding debts such as short-term revenue or tax anticipation notes, or other service costs.
- (k) Depositing funds into any pension or rainy-day fund or other financial reserves
- (l) General infrastructure spending outside of necessary water, sewer, and broadband investments, and special infrastructure projects that are necessary to deal with pandemic-specific issues.
- (m) ARPA funds may not be used as “non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements”.

3.3 Certification as to Use of Funds. CFM certifies that the activities carried out under this MOU will meet the Use of Funds requirements listed above.

4. **PROGRAM INCOME.**

4.1 CFM shall report monthly on all program income (as defined by U.S Treasury’s Compliance and Reporting Guidance for the State and Local ARPA Fiscal Recovery Fund Program per sections 602 and 603 of the Social Security Act added by section 9901 of the American Rescue Plan Act of 2021_ “the SLFRF statute”) generated by activities carried out with ARPA funds made available under this MOU. The use of program income by CFM shall comply with all federal requirements. By way of further limitations, CFM may use such income during the performance period for activities permitted under this MOU and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the performance period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City. Upon the expiration of this MOU, any program income subsequently received by CFM must be returned to the City.

5. **DOCUMENTATION AND RECORD RETENTION.**

5.1. Documentation. CFM shall maintain and make available to the U.S. Treasury OIG, the City, and its consultants and designees, upon request all documents and financial records sufficient to establish compliance with subsection 603 of the Social Security Act, as amended, (42 U.S.C. § 802) which include, but are not limited to the following:

- (a) Records providing a full description of each activity undertaken;
- (b) Records required to determine the eligibility of activities;
- (c) Financial records as required by 2 CFR 200.333-337;
- (d) Receipts of purchases made related to addressing the public health emergency due to COVID-19;

- (e) Contracts and subcontracts entered into using ARPA payments and all documents related to such contracts;
- (f) Grant agreements and grant subaward agreements entered into using ARPA payments and all documents related to such awards;
- (g) All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- (h) All internal and external email/electronic communications related to use of ARPA payments; and
- (i) All investigative files and inquiry reports involving ARPA payments.

5.2 **Record Retention.** Records shall be maintained for a period of five (5) years after final payment is made using ARPA funds. These record retention requirements are applicable to CFM and their subgrant recipients, contractors, and applicants that received transfers of ARPA fund payments. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

6. **REPORTING REQUIREMENTS.**

6.1 CFM shall submit monthly progress reports no later than the 5 days after each calendar month to the City. CFM shall submit Progress Reports to the City in the form and content as required by the City. See Exhibit A for specific requirements.

7. **PROGRAM CLOSEOUT.**

7.1 Once all program activities are complete, closeout will begin. CFM will address all open monitoring and reporting action items during this time. The activities during the close-out period shall include, but are not limited to making final payments, and final transfer of records. Grant close out occurs when all individual ARPA programs are complete.

8. **AGREEMENT CLOSEOUT.**

8.1 The Urban League's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and transfer of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that CFM has control over ARPA funds, including program income.

9. **FINANCIAL MANAGEMENT.**

9.1. **Accounting Standards.** ARPA fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S. C. 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. 200.303 regarding internal controls, 200.330 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

9.2. Cost Principles. CFM shall administer its program in conformance with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

10. AUDITS & INSPECTIONS.

10.1 All Subrecipient records with respect to any matters covered by this MOU shall be made available to the City, U. S. Treasury, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by CFM within 30 days after receipt by the Urban League. Failure of CFM to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. CFM hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits and 2CFR 200.501.

11. MONITORING AND COMPLIANCE REVIEW AND AUDITS.

11.1 The City will monitor all Subrecipient services on a regular basis to assure compliance. Results of the monitoring shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The focus areas are:

- (a) Eligibility
- (b) Records
- (c) Reporting
- (d) Internal controls

11.2 CFM must comply with monitoring and compliance requirements as established under 2 CFR Part 200 by developing effective internal controls systems and adhering to the City's monitoring plans. Internal controls should ensure that:

- (a) subawards are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward, and
- (b) subaward performance goals are achieved on schedule and within budget.

11.3 CFM should be able to demonstrate that:

- (a) it is conducting its activities with adequate control over program and financial performance, and in a way that minimizes opportunities for waste, mismanagement, fraud, and abuse.
- (b) it has a continuing capacity to carry out the approved project, as well as future grants for which it may apply.
- (c) any performance and/or compliance deficiencies are corrected, and not repeated.

- (d) there is no conflict of interest in the operation of the program.
- (e) records are maintained to demonstrate compliance with applicable regulations.

11.4 CFM should share a joint responsibility with the City to ensure that Federal program resources are applied efficiently, economically and effectively to achieve the purposes for which the resources were furnished. Financial and performance audits will be implemented to:

- (a) ensure the Urban League's financial statements present actual operating results in accordance with accepted standards and in compliance with specific financial requirements.
- (b) ensure CFM has faithfully, efficiently, and effectively carried out its operations, and achieved the intended results or benefits of its programs.

11.5 Per 2 CFR Part 200.501, all non-federal government agencies and nonprofit organizations that expend \$750,000 or more in federal awards in a given fiscal year are required to obtain a Single Audit to ensure that goals and objectives are met, resources safeguarded, laws and regulations are followed, and reliable data is obtained, maintained, and accurately disclosed.

12. ADDITIONAL MANDATORY FEDERAL PROVISIONS.

The City and CFM will be responsible for administering the American Rescue Plan Act funds in accordance with the following provisions which shall apply cumulatively and in addition to all other provisions contained in this MOU.

12.1 Federal Equal Employment Opportunity (EEO) Provision. During the performance of the Agreement and in addition to compliance with the City Equal Employment Opportunity (EEO) Provision of this Agreement, Subrecipient 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 Subrecipient not discriminate based on race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. Subrecipient must 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. Subrecipient further agrees not to discriminate in educational programs and activities relating to this Agreement based on race, color, religion, gender, national origin, age or disability.

12.2 Clean Air Act.

- (a) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency (EPA) Regional Office.

- (c) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

12.3 Federal Water Pollution Control Act.

- (a) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) The Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office.
- (c) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

12.4 Procurement of Recovered Materials.

- (a) In the performance of the Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - (i) competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (ii) in accordance with the Agreement performance requirements; or
 - (iii) at a reasonable price.
- (b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

12.5 Access to Records. The following access to records requirements applies to the Agreement:

- (a) The Subrecipient agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (c) The Subrecipient agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12.6 Department of Homeland Security (DHS) Seal, Logo, and Flags. The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

12.7 No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Service Provider, or any other party pertaining to any matter resulting from the Agreement.

12.8 Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this Agreement.

12.9 Copeland Anti-Kickback Act. The Subrecipient shall comply with 48 C.F.R. §22.403, which prohibits Service Provider, and its subcontractors, from inducing any person employed in the construction or repair activity to give up any part of the compensation to which he or she is otherwise entitled.

12.10 Rights to Inventions Made Under a Contract or Agreement. Subrecipient acknowledges that, if this Agreement meets the definition of "funding agreement" under 37 CFR §401.2 (a), the Subrecipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the City and Treasury.

12.11 Contract Work Hours and Safety Standards Act. Subrecipient shall comply with applicable requirements of 40 U.S.C. §§ 3701–3708, which applies to construction projects which exceed \$100,000 and other contracts which are involved in the employment of mechanic and laborers and exceed \$100,000.

12.12 Debarment and Suspension. Services Provider shall comply with Executive Orders 12549 and 12689 which prohibit contracts to parties listed on the General Service Administration's List of Parties excluded from Federal Procurement or Non-procurement Programs and Treasury's implementing regulation at 31 C.F.R. Part 19.

12.13 Byrd Anti-Lobbying Amendment. Subrecipient shall comply with the requirements of 31 U.S.C. § 1352 for contracts exceeding \$100,000.00.

12.14 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipient acknowledges that, in accordance with the requirement of 2 C.F.R. §200.216, Subrecipient is prohibited from obligating or expending ARPA Funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

12.15 Domestic Preferences for Procurements. Service Providers shall comply with the requirements of 2 C.F.R. §200.322, which applies to purchase orders for services or products under this Agreement. In accordance with 2 C.F.R. §200.322, Subrecipient acknowledges the following:

- (a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

12.16 Federal Required Assurances and Certifications. Subrecipient shall comply with the additional federal required clauses, regulations, assurances, and certifications contained in **Exhibit B** of this Agreement.

13. INDEMNIFICATION.

13.1 CFM shall hold the City and its elected and appointed officials, officers, agents, contractors, employees, successors, assigns, and its authorized representatives, harmless from and indemnify them from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney’s fees, arising either directly or indirectly from any act or failure to act by CFM or any of its officers, employees, agents, contractors, successors, assigns, and its authorized representatives, or any volunteer which may occur during or which may arise out of the performance of this Agreement. CFM shall further hold the City and its elected and appointed officials, officers, agents, contractors, employees, successors, assigns, and its authorized representatives, harmless from and indemnify them against all claims, damages, liabilities or expenses arising from the City’s use, occupancy and presence on CFM property, including, but not limited to, such claims, damages, liabilities or expenses (including, but not limited to, attorneys’ fees and court costs actually incurred) arising from bodily injury or death to persons or damage to property caused by or resulting from the negligence or wrongful conduct of Urban League, its officers, directors, employees, clients, program participants, guests, agents, contractors and invitees. CFM further agrees that its hold harmless and indemnification obligations hereunder shall not be limited to the coverage limits or terms of the liability insurance carried by CFM.

14. GENERAL TERMS

14.1 Notices. Any notices under this MOU shall be in writing and sent to the respective party at the addresses following this provision and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by email with a copy sent by another means specified in this Section; or (c) seven (7) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any party may change its address for communications by notice in accordance with this Section.

If to the City: **CITY OF ATLANTA**
Office of the Mayor
 55 Trinity Ave. S.W. Suite
 Atlanta, Georgia 30303
 Attn: Andre Dickens, Mayor

With a copy to: **CITY OF ATLANTA**
Department of Law
 55 Trinity Ave. S.W., Suite 5000
 Atlanta, Georgia 30303
 Attn: Nina R. Hickson, City Attorney

If to CFM: **Community Farmers Markets, Inc.**
Katie Hayes
 1039 Grant St SE Ste A30, Atlanta, GA 30315

14.2 Governing Law. Except where specifically provided herein, this MOU is entered into and shall be governed by the laws and regulations of the State of Georgia. Any claims arising from this MOU shall be governed by the laws of the State of Georgia and venue shall be the state or superior court located in Fulton County, Georgia.

14.3 Waiver. Any waiver by the parties or failure to enforce their rights under this MOU shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this MOU, and this MOU shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this MOU will be binding on the City unless executed in writing by an authorized representative of the City.

14.4 Assignment. Neither this MOU, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other party and any attempt to do so without such written consent shall be void *ab initio*.

14.5 Severability. If any provision of this MOU is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this MOU.

14.6 Further Assurances. Each party shall provide such further documents or instruments required by the other party as may be reasonably necessary to give effect to this MOU.

14.7 No Drafting Presumption. No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this MOU.

14.8 Survival. Any provision of this MOU which contemplates performance or observance subsequent to any termination or expiration of this MOU or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this MOU.

14.9 Third Party Beneficiaries. This MOU is not intended, expressly or implicitly, to confer on any other person any rights, benefits, remedies, obligations or liabilities.

14.10 Insurance Requirements. Subrecipient shall comply with the insurance requirements set forth on **Exhibit B**.

14.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this MOU are cumulative and are in addition to and not in lieu of any other remedies available under applicable law, in equity or otherwise.

14.12 Entire Agreement. The MOU, including all exhibits attached hereto, contains the entire agreement of the parties relating to the subject matter hereof and supersedes all previous communications, representations or agreements, oral or written, between the parties with respect to such subject matter. This MOU may only be amended or modified by a writing executed by each party's authorized representative.

[Remainder of Page Intentionally Blank, Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have authorized, executed, and entered into this MOU effective as of the date first written above.

CITY OF ATLANTA, a municipality organized under the laws of the State of Georgia

Community Farmers Markets Inc., a Georgia Domestic Non-profit Corp

By: _____
Andre Dickens, Mayor

By: _____
Name: _____
Title: _____

Attest: _____
Foris Webb III, Municipal Clerk

Approved as to form:

City Attorney

Attachment: Exhibit A - ARPA Donation Agreement CFM - Fresh MARTA Markets (10-21-2022) (22-R-4594 : American Rescue Plan Act (ARPA)

Exhibit A
SERVICES

Fresh MARTA Market Expansion

1. Background and Purpose

a. Overview

The purpose of this Sole Source Procurement (SS) is to award the vendor, Community Farmers Markets, Inc. (CFM), with monetary support for the expansion of Fresh MARTA Markets (FMM). CFM will be awarded a one-time payment of \$60,000.00 for this work

Multiple disruptions to our state, regional & local food chain have occurred due to the ongoing COVID-19 pandemic. Increased food transportation & labor costs, staffing disruptions, increased costs of food production, and increased inconsistency of access & variety of fresh, nutritious, affordable food have contributed to increased burdens for Atlanta households. Unfortunately, as Atlanta continues to be amongst the top US cities with the largest income inequality gaps, the COVID-19 pandemic is disproportionately affecting our most systemically underserved & under resourced communities; largely populated by Black, Indigenous, & other People Of Color (BIPOC), children, and seniors. There are daily situations where individuals are choosing whether to miss certain meals vs. address other household necessities.

Providing direct monetary support to CFM Fresh MARTA Markets (FMM) program helps combat food insecurity by providing more access to fresh, affordable, food & grocery items at five current (5) MARTA stations currently (Bankhead, West End, Five Points, College Park, and H.E. Holmes). Historically over 30% of FMM sales have been EBT/SNAP sales. Reaching consumers with EBT/SNAP access is a key strategy for combating food insecurity; FMM participates in a program that doubles the value of EBT/SNAP dollars for individuals & households, meaning customers can either buy twice as much or pay half the full retail price of items. This ARPA support will go towards Fresh MARTA Market staffing, Infrastructure, and hyperlocal food purchasing from local farmers and producers.

Community Farmers Markets:

1. *Operates the Fresh MARTA Markets at designated MARTA locations within the City of Atlanta and metro areas and perform all operational activities to increase the consumption of local, fresh, and healthy produce for Atlantans.*
2. *Performs educational outreach and marketing to increase awareness of the FMM distribution outlets, the benefits of fresh, healthy, & local produce, and how to shop affordably for healthy food at the FMMs and other distribution outlets.*
3. Coordinates hyper-local food purchasing from local farmers and producers to increase the income and economic viability of local, urban, and BIPOC farms. Purchasing from hyper-local sources also strengthens the local economy and has positive environmental and climate benefits for the City as a whole.
4. Doubles the value of SNAP/EBT purchases in conjunction with Wholesome Wave GA. This activity helps increase consumers' access to local, seasonal,

- nutritious, affordable produce & value-added products and doubles the purchasing power for Atlantant's utilizing SNAP/EBT benefits,
5. Purchases necessary infrastructure items & services needed to ensure a positive shopping experience for customers, including proper health & safety, a welcoming environment for people of all backgrounds, and compliance with the standards of MARTA vendors.

The Need

The United Nations' Committee on World Food Security defines food security as the means “that all people, at all times, have physical, social, and economic access to sufficient, safe, and nutritious food that meets their food preferences and dietary needs for an active and healthy life.” The USDA Economic Research Service defines food security as “access by all people at all times to enough food for an active, healthy life.”.

Furthermore,

- i. In Atlanta, Black residents are the largest population in USDA designated Low Income, Low Access (LILA) areas, and seniors (residents over 65) and children live in LILA areas at higher rates than non-LILA areas, which has important implications for equity and access
- ii. LILA areas near Midtown Atlanta saw the greatest increase in access to fresh food, while less dense areas in the south and west of the city saw far less gains in access to fresh food.
- iii. Relatively few LILA residents gained access to fresh food through supercenters, with a total of 11 supercenters serving residents in the city
- iv. Black, Indigenous, & other People Of Color (BIPOC) residents not only have fewer grocery stores or supermarkets in proximity compared to white residents, and often reported that the stores near them were not well-maintained and offered products of lower quality.
- v. Many people who have been most impacted by the pandemic were food insecure or at risk of food insecurity before COVID-19 and are facing greater hardship since COVID-19.

Stakeholders across the urban agriculture, food access & food systems fields agree that a multi-layered approach of investing in improved food access, food production, and strategic planning will reduce community vulnerability, and better prepare for the future local food system that is more equitable, community empowered, and public & private sector supported. These strategies can directly combat the effects of the COVID-19 pandemic, as well as post-pandemic and lead to increased local community resilience.

This program support demonstrates an “asset-based community development” approach via an established, successful customer facing market that intersects with our local & regional public transportation system.,

- vi. is aligned with the values of the UAFS Team, Division of Sustainability & Resilience, and Office of Equity, Diversity, & Inclusion work.
- vii. supports the City Goal of 85% of residents within 0.5 miles of fresh, affordable, nutritious food.

- viii. aligns with the August 2020 Office of Resilience Food Access Memo Strategy, “Expand Fresh MARTA Markets, Increase SNAP Locations and Enrollment,” and the 2021 City of Atlanta Fresh Food Access Report (FFAR),

About the *Fresh MARTA Markets*:

The Fresh MARTA Market (FMM) goal is simple: help get healthy, fresh food into places where people already are. Pairing produce with public transportation by placing FMMs inside transit stations gives MARTA patrons convenient food access options, allowing them to purchase food on their way to or from the train or bus. Currently the markets take place in five MARTA stations (Bankhead, West End, Five Points, College Park, and H.E. Holmes MARTA Stations), and is expanding to two (2) additional locations in 2022. These markets geographically serve multiple areas and communities in LILA areas. Currently, each stand operates one-day per week, providing fresh produce to MARTA customers from Tuesday through Friday at a different station each day. The markets accept cash, credit, and debit, as well as SNAP/EBT. SNAP/EBT is matched at the market in partnership with Wholesome Wave Georgia - meaning that every \$1 swiped has the value of \$2 at the Fresh MARTA Markets. This benefit increases the purchasing power of Atlantans by double - therefore either reducing the cost of purchasing produce by 50%, making fresh, healthy, local produce more accessible. In the past six (6) years over 1/3 of all sales at the FMMs have been from EBT/SNAP purchases, indicating a strong demand and importance of affordable, accessible fresh produce.

The Fresh MARTA Markets are a highly collaborative project, bringing in expertise from Atlanta’s most reputable institutions and up and coming food access partners. FMM partners include the Atlanta Community Food Bank, Open Hand Atlanta, Urban Recipe, Wholesome Wave GA, MARTA, and local government agencies and representatives who help to provide the necessary wraparound services for FMM patrons. ACFB provides on-site screening to individuals and families to see if they are eligible for benefits like SNAP, Medicaid, TANF, or Subsidized Child Care Assistance Open Hand provides on-site cooking and nutrition demonstrations, Urban Recipe provides free food pantry staples, and all the partners work together to make a more secure food future for Atlanta. During the COVID-19 pandemic many low and middle wage-earning jobs have been deemed essential. Many of these essential workers utilize public transportation in their daily travel journeys and reside in areas of the City with increased food access challenges to fresh, affordable, nutritious food. Fresh MARTA Market patrons can do a large amount of their fresh food shopping while in the transit system. This increases the access and amount of fresh food available to those on public transportation, or near the transit stations.

2. Scope of Work

The scope of work outlined below indicates the basic activities and services the selected vendor will need to provide. All responses should detail how the vendor will perform the scope of work.

Activities and services fall into three (3) main categories, including (a) staffing, (b) infrastructure, and (c) hyperlocal purchasing.

- a. *Staffing. Through this Sole Source Procurement, CFM and the FMM project will expand staffing capacity. A large portion of the additional staffing capacity will be to expand the operating days and hours of the Five Points Location (which is the most highly utilized station and market). This includes not only an expansion of hours, but an expansion of responsibilities for FMM personnel. Two employees who are currently part time without benefits will be brought on as full time, salaried employees with benefits. There will also be an opportunity to hire additional part time staff from the community as part of this expansion.*
- b. *Infrastructure. As additional days, hours, and stations are expanded, so will the infrastructure needs of the project. The main infrastructure cost will be an additional cargo van to transport the produce to the additional markets. Also included in this need is gas costs and vehicle insurance. Other infrastructure costs include stand repairs, COVID safety and PPE improvements.*
- c. *Transportation- MARTA cards purchased for low income families who participate in our educational programs at paced based community partners; located within a 2 miles radius of existing FMM stations. These participants will be given the equivalent of a round-trip ride for each class participation.*
- d. *Hyperlocal Purchasing. FMM will purchase \$25,000 in produce from local growers, with emphasis on BIPOC, socially disadvantaged, and/or beginning farmers. In addition to direct purchases, farmers will be paid \$200 planning stipends to meet and plan for the season so that they can accommodate the needs of the FMM program. While the general public pays for produce at FMM, the costs for local produce are subsidized to meet the prices of commercial agriculture.*

e. *Reporting*

CFM will participate in a mid-year check-in, as well as complete an end of program year report that will need to be submitted for review to the City of Atlanta. Any required ARPA reporting requirements will also be followed.

Minimum core data tracking and reporting requirements include:

- i. Staffing hours paid;
- ii. Infrastructure costs/spend;
- iii. Amount (\$) spent, and quantity of items for hyperlocal purchasing
- iv. Guest satisfaction;

f. *Partnerships & Collaboration*

CFM, in collaboration with other partners (*e.g.*, local farmers and value-added producers, MARTA, Wholesome Wave Georgia, Open Hand Atlanta)) shall continue to build relationships and serve community consumers and MARTA riders.

Partner organizations provide essential wraparound services. The primary operational partners are CFM and MARTA, which are supported by Open Hand Atlanta, Wholesome Wave Georgia, Urban Recipe, and a base of direct growers. MARTA partners with CFM to manage the operations of the FMM. Open Hand Atlanta supports marketing, evaluation, and educational food demonstrations. Wholesome Wave Georgia assists with the Georgia Fresh for Less program benefitting SNAP customers. Urban Recipe supports a food pantry in which staple items are available for customers with food insecurity.

3. Cost Proposal/Quote (estimated cost per the scope of work categories y'all determine above)

Staffing: \$20,000

Infrastructure: \$15,000

Hyperlocal purchasing: \$25,000

Exhibit B

FEDERAL REQUIRED ASSURANCES AND CERTIFICATIONS

This Exhibit B incorporates one or more federal clause by reference, with the same force and effect as if they were given in full text. Herein, CFM shall be referred to as (“**SUBRECEPIENT**”) Subrecipient shall comply with all Applicable Law, including, but not limited to, the following Federal regulations, requirements, assurances and/or certifications and is responsible for understanding and complying with its obligations under same.

- A. General Program requirements: Sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) (“ARPA”) authorizing the Coronavirus Local Fiscal Recovery Fund (CLFRF) (referred to as “ARPA Funds”)
- B. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 C.F.R. Part 200 including, but not limited to, Subpart B, General provisions; Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards; Subpart D, Post Federal; Award Requirements; Subpart E, Cost Principles; and Subpart F, Audit Requirements, other than such provisions as U.S. Department of Treasury (“Treasury”) may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury.
- C. 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information.
- D. Compliance with applicable federal statutes relating to nondiscrimination, including but not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; (c) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, and the Department implementing regulations at 31 CFR part 23; and (e) Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28.
- E. Hatch Act, which restricts political activity by federally funded agencies and individuals.
- F. Requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25; the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- G. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.
- H. The Single Audit Act (31 U.S.C. 7501–7507) and the related provisions of the Uniform Guidance, 2 CFR 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.
- I. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- J. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- K. Statutory requirements for Whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
- L. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- M. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- N. Generally applicable federal environmental laws and regulations.
- O. *Changes in Laws and Regulation* - In the event an Applicable Law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall automatically supersede the Agreement's General Scope of Services and any attachments.

1. USE OF FUNDS

Subrecipient understands and agrees that the ARPA Funds disbursed under this Agreement may only be used in compliance with ARPA, Treasury's regulations implementing ARPA, and guidance issued by Treasury regarding the foregoing. By executing this Agreement, Subrecipient certifies that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Services in compliance with Applicable Laws. Subrecipient is responsible for ensuring funds are used for eligible purposes. It is the Subrecipient's responsibility to ensure all ARPA Funds disbursed pursuant to this Agreement are used in compliance with these requirements. Subrecipient must develop and implement policies and procedures, and record retention, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries. Subrecipients shall maintain procedures for obtaining information evidencing a given beneficiary's eligibility.

2. ELIGIBLE ACTIVITIES

Subrecipient shall use the ARPA Funds in this Agreement for the following eligible activities specified in ARPA and implemented in Treasury's [Interim Final Rule](#) and subsequent Final Rule.

- (i) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (ii) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (iii) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (iv) To make necessary investments in water, sewer, or broadband infrastructure.

Subrecipients may not use ARPA Funds received pursuant to this Agreement to deposit into any pension fund. Per 2 CFR 200.303, Subrecipient must develop and implement effective internal controls to ensure that its funding decisions under this Agreement constitute eligible uses of funds, and document determinations. Subrecipients should consult Section II of Treasury's [Interim Final Rule](#) for additional information on eligible uses of ARPA Funds.

3. FINANCIAL RECORDS MAINTENANCE AND ACCESS

Subrecipients shall maintain complete and accurate financial books, records and accounts to support and document its performance under ARPA by Subrecipient and its subgrant recipients, contractors, including Subrecipient Personnel, Service Provider's Key Subcontractor and any sub-subcontractor, and applicants that received transfers of ARPA Payments, and any other records deemed necessary by the City and Treasury in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient shall keep, at no additional cost to the Recipient, in a reasonably accessible location, all Subrecipient's financial records and supporting documents related to this Agreement for a minimum period of five (5) years after the final ARPA Payment is made to Subrecipient. These financial records include those which demonstrate the ARPA Funds were used for eligible purposes in accordance with ARPA's and Treasury's regulations implementing those sections, and Treasury's guidance on eligible uses of funds.

Subrecipient shall, as often as deemed necessary by the City, Treasury, Treasury Office of the Inspector General of the United States ("OIG"), Government Accountability Office ("GAO"), or the Pandemic Relief Accountability Committee ("PRAC"), permit the City, Treasury, OIG, GAO, and PRAC or any of their duly authorized representatives to have full access to and the right to examine any and all pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement.

and use of ARPA Funds. The City, Treasury OIG and the GAO, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

In the interest of clarity, Subrecipient financial records shall include, but are not limited to the following:

- Records providing a full description of each activity undertaken;
- Records required to determine the eligibility of activities;
- Financial records as required by 2 CFR Part 200 and 24 CFR 84.21-28;
- Receipts of purchases made related to eligible activities under ARPA;
- Contracts and subcontracts entered into using ARPA Payments and all documents related to such contracts;
- Grant agreements and grant subaward agreements entered into using ARPA Payments and all documents related to such awards;
- All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- All internal and external email/electronic communications related to use of ARPA Payments; and
- And any all other relevant financial correspondence.

4. REPORTING

Subrecipient shall comply with all reporting requirements in this Agreement and with all applicable reporting requirements and obligations established by the City, Treasury, including the Treasury OIG, and Applicable Law. Subrecipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed. The Subrecipient shall prepare and submit not less than monthly, a report of financial and performance activity to the City and shall maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. All costs for which reimbursement is requested under this Agreement shall be in accordance with the reporting requirements and obligation established by Treasury and 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, including 2 CFR 230 to ensure completion and timely submission of all mandatory performance and/or compliance reporting.

5. EVALUATION, MONITORING, AND ONGOING INSPECTION AND AUDIT RIGHTS

The Subrecipient agrees that the City of Atlanta may carry out monitoring, evaluation and auditing activities as deemed necessary by Treasury and its Office of Inspector General or their duly authorized representatives and the City. Subrecipient shall comply with all applicable monitoring and management requirements set forth in 2 CFR 200.331 – 200.333. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, Treasury, OIG, PRAC, GAO, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary by each or any one of them, to audit, examine, and make excerpts or transcripts of all relevant data to ensure compliance with monitoring and compliance requirements.

6. AUDIT REQUIREMENTS

If Subrecipient expends \$750,000 or more in combined federal assistance, it agrees to obtain an audit conducted in accordance with *2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The Subrecipient must submit their Single Audit to the Federal Audit Clearinghouse (FAC) and the City. When submitting the Single Audit to the City Subrecipient must include their submission confirmation from the Federal Audit Clearinghouse. The Subrecipient shall maintain adequate records in such a manner that they may be audited at any time during the Agreement period and five (5) years after termination of this Agreement. All subcontractors secure an annual program audit including all funds provided in this Agreement. The expiration or shall termination of this Agreement shall in no way relieve the Subrecipient of the audit requirements set forth herein. Subrecipient shall comply with all applicable requirements of 2 CFR Part 200 Subpart F.

- (1) If Subrecipient expends less than \$750,000 in combined federal assistance, it agrees to conduct the following in accordance with 2 CFR Part 200, Uniform Administr

Requirements, Cost Principles and Audit Requirements for Federal Award as stated in the regulations:

- Prepare financial statements that reflect its financial position, results of operations or changes in net assets, and where appropriate, cash flows for the fiscal year audited. The financial statements must be for the same organizational unit and fiscal year that is chosen to meet the requirements of this part.

If an audit, litigation, or other action involving the Subrecipient Records starts before the end of the appropriate retention period, the Subrecipient Records should be maintained until the end of the appropriate retention period or until the audit, litigation, or other action is completed, whichever is later.

7. COMPLIANCE WITH REQUIREMENTS

Subrecipient must comply with Applicable Law, other applicable Federal statutes, regulations, and Executive orders, ARPA, Treasury's Interim Final Rule and Final Rule, City codes and regulations, and any interpretive guidance Treasury. Subrecipient should and should encourage its subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicle pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997). Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Subrecipient should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers. If Subrecipient uses ARPA Funds to purchase any device that connects to the internet, the Subrecipient must be compliant with the Child Internet Protection ACT.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

8. CONFLICT OF INTEREST

Subrecipient agrees that it will maintain in effect a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this Agreement. Subrecipients shall disclose in writing to the City, as appropriate, any potential conflict of interest affecting this Agreement in accordance with 2 C.F.R. § 200.112.

9. PROCUREMENT STANDARDS

The Subrecipient shall be responsible for following and complying with the standards and guidelines for the procurement of supplies, equipment, construction and services set forth in the 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, governing procurement practices for projects utilizing federal funds. When procuring property and services under a Federal award, Subrecipients must use their own documented procurement procedures, provided that these procurements conform to applicable Federal law and the standards identified at 2 CFR 200. The Subrecipient shall not use competitive negotiation or non-competitive negotiation procedures without the prior written consent of the City. The Subrecipient must submit its procurement policies for the City's review and approval to ensure that the process adheres to Treasury mandates. All records of adherence of this federal mandate must be maintained and available for the City, Treasury, or the Office of the Inspector General or any of their duly authorized representatives to review.

Consultant services provided under an independent agreement or relationship are governed by Procurement Standards of the 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and as agreed to by the City. Consultants shall receive no more than a reasonable rate of compensation.

10. FALSE STATEMENTS AND MISREPRESENTATIONS

Subrecipient understands that making false statements or claims in connection with the award of ARPA Funds under this Agreement is a violation of federal law and may result in criminal, civil, or administrative

sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by Applicable Law. Subrecipients shall comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of subrecipients, contractors, and subcontractors pertaining to the Services to be performed under this Agreement.

11. PUBLICITY AND PUBLICATIONS

In any written publications (i.e. newsletters, annual reports, news articles) where sources of funding/supporters of the ARPA Program are listed and/or named, the Subrecipient must identify the City of Atlanta as a sponsoring agency. Funds must also be identified as coming from the Treasury through the federal program. Any publications produced with ARPA Funds or of projects produced with ARPA Funds (in whole or in part) must display the following language:

“This projected [is being] [was] supported, in whole or in part, by a federal award awarded to the CITY OF ATLANTA by the U.S. Department of Treasury”

12. WRITTEN PROCEDURES

Subrecipient will establish and maintain written operating procedures covering program operations, accounting, procurement practices, and internal controls in accordance with 2 CFR 200.303. These procedures should be sufficiently specific as to how policies are/will be formulated, actions to be performed to carry out adopted policies and procedures, and the designation of staff responsibilities in these areas. Subrecipient shall calculate, document, and record its Program income, and implement written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for Program income calculations, and records. These written policies should be distributed/available to appropriate staff and should be available for review during City or Treasury monitoring visits. Procedures to be covered include, but are not limited to, the following areas:

- A. Internal controls mean a process implemented to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations, (b) Reliability of reporting for internal and external use, and (c) Compliance with applicable laws and regulations.
 1. The internal controls are in compliance with guidance in the Standards for Internal Control in the Federal Government (the Green Book) issued by the Comptroller General of the United States and the Internal Control Integrated Framework, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and are designed to provide effective and efficient operations and reasonable assurance that the following objectives are achieved.
- B. Personnel policies as mandated by 2 CFR 200.430 and FAR 2 CFR 31.205-6, including employment rights, hiring practices, time and attendance records, policies regarding non-discrimination, health benefits, personal activity reports, and grievance procedures.
- C. Job descriptions of all personnel directly involved with this Agreement, whether or not that position is funded under this Agreement.
- D. Intake and service policies and procedures, including the forms to be used for these activities.
- E. Managerial responsibilities, including reports required under this Agreement, an annual program audit, and property management inventories (for items purchased under this Agreement exceeding \$5,000).
- F. Program review procedures which describe on-going actions to continually review and upgrade program operations.
- G. Data Breach and confidentiality policies.
- H. Affirmatively Furthering Fair Housing (AFFH) Plan/Policy.
- I. Grievances/Complaints.
- J. Equipment, Material and Supplies Inventory.
- K. Procurement.

13. CONTINUING OBLIGATIONS UNTIL CLOSE-OUT

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final paym

disposing of the ARPA Program assets (including the return of all unused materials, equipment, unspent cash advances, ARPA Program income balances, and accounts receivable to the City), and transfer of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA Funds, including any ARPA Program income.

14. EQUIPMENT AND REAL PROPERTY MANAGEMENT

Any purchase of equipment or real property with ARPA Funds pursuant to this Agreement must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using ARPA Funds shall vest in the City. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

15. RESTRICTIONS ON LOBBYING; FILING CERTIFICATION AND DISCLOSURE FORMS

Subrecipient shall not use any funds paid under this Agreement, directly or indirectly, for any political activity, whatsoever or to influence any public official or employee. Subrecipient shall comply with the restrictions on lobbying stated in 2 CFR 200.450 and 24 CFR Part 87. Subrecipient shall sign and return to the City the Certification Regarding Lobbying attached under Exhibit B.

16. ADDITIONAL RESTRICTIONS ON FUNDS

Subrecipient shall use proceeds of this Agreement only for the purposes stated in this Agreement, as described in the Description of Project, and strictly in compliance with all applicable laws, rules and regulations. ARPA Funds shall not be used for any religious purposes, which prohibition is further described in 24 CFR §§ 5.109 and 574.300(c). Grant funds may not be used for research and development (R&D). Neither this Agreement, nor the underlying Grant, is for R&D as defined at 2 CFR 200.87. Subrecipient agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442). If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by City to City. The City may also recover the amount to be repaid, or any part thereof, by deductions from any ARPA Funds which were to be paid to Subrecipient.

Subrecipients must not use funds for the following purposes: unallowable expenses as defined in 2 CFR 200 Subpart E - Cost Principles; overlapping project costs with any other pending or approved application(s) for federal funding and/or approved federal awards; competitive regranting; pre-award costs prior to March 15, 2021; travel (both foreign and domestic); support of specific public policies or legislation; lobbying; and any activity that falls outside of eligible activities specified in the ARPA and implemented in Treasury's Interim Final Rule or any Final Rule.

17. APPLICABILITY OF AGREEMENT CONDITIONS

The Subrecipient shall include or cause to be included in each subcontract covering any of the work covered by this Agreement, the provisions and conditions of this Agreement, and a clause requiring its subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made. The Subrecipient is fully responsible for ensuring compliance. Subrecipient agrees to comply with all other Applicable Laws, Treasury interpretive guidance, and applicable statutes, regulations, and executive orders. Subrecipient shall provide for such compliance in any agreements it enters into with other parties relating to this Agreement.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Community Farmers Markets, Inc.

Name and Title of Authorized Representative

Signature

Date

Attachment: Exhibit A - ARPA Donation Agreement CFM - Fresh MARTA Markets (10-21-2022) (22-R-4594 : American Rescue Plan Act (ARPA)

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

In order to comply with the Federal Funding Accountability and Transparency Act (FFATA) the City of Atlanta must report award information for all recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Please complete Section 1 (Award information); Section 2 (Compensation); if applicable, Table 1 (Names/Salary) and Section 3 (Certification).

Section 1 Award Information

Agency Name	
City	
Zip + 4 (required)	
*Is this address a confidential location?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Nine-digit DUNS Number	

Section 2 Compensation

In certain instances FFATA requires information be collected pertaining to executive compensation. The names and salaries of the five highest paid executives must be provided if the answer is yes to each of these three criteria:

1. More than 80% of organization annual gross revenues are federal funds.
Yes No If yes, proceed to question 2. If no, stop, proceed to Section 3.
2. Federal fund revenue exceeds twenty five million dollars.
Yes No If yes, proceed to question 3. If no, stop, proceed to Section 3.
3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (if other please indicate: _____)
Yes No If yes complete Table 1. If no, stop, proceed to Section 3.

Table 1. Names and salary of your organization’s top five executives (by salary)

Attachment: Exhibit A - ARPA Donation Agreement CFM - Fresh MARTA Markets (10-21-2022) (22-R-4594 : American Rescue Plan Act (ARPA)

	First and Last Name	Title	Annual Salary
1			
2			
3			
4			
5			

Section 3 Certification

I certify that the above information is true and accurate.

Authorized official signature

Date

Chief Financial Officer

Authorized official printed name

Title

Exhibit C
INSURANCE REQUIREMENTS

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit C and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Exhibit C, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Exhibit C and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Exhibit C and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit C must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Exhibit C and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Exhibit C and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Exhibit C and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

4. Insurance Required for Duration of Agreement

All insurance and bonds required by this Exhibit C must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

5. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Exhibit C that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Email: RiskCOI@AtlantaGa.Gov

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

6. Electronic Submission of Proof of Insurance Required Upon Renewal

Proof of current insurance coverage is required upon each insurance renewal term. Sixty days prior to your Certificate of Insurance expiration, you will receive an automated email (to the contact email you provided to the City of Atlanta

Department of Procurement) from notifications@origamirisk.com which contains a personalized link that will be used to upload your proof of insurance documents. Per your contract, it is required that you upload your proof of insurance prior to the expiration date of your insurance coverage. Please contact your contract specialist with the Department of Procurement should you have any questions or need any further assistance regarding this requirement.

7. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

8. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite 9100, Atlanta, Georgia 30303.**

9. Memorandum Name on Certificate of Insurance

The Memorandum Name must be referenced in the description section of the insurance certificate.

10. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Exhibit C and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Exhibit C. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

11. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all Subcontractor/Consultants/Subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

12. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.

Workers' Compensation.	Statutory
Employer's Liability:	
Bodily Injury by Accident/Disease	\$1,000,000.00 each accident
Bodily Injury by Accident/Disease	\$1,000,000.00 each employee
Bodily Injury by Accident/Disease	\$1,000,000.00 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000.00 per occurrence subject to a \$2,000,000.00 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/Subcontractor/Consultants
- Products – Completed Operations
- Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000.00** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles

- Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Exhibit C.

E. Network Security and Privacy Policy or Equivalent

Contractor/Consultant shall procure and maintain a Network Privacy and Security Policy in an amount not less than **\$2,000,000.00**, covering at a minimum:

- Damages arising from a failure of computer security, or a wrongful release of Private information
- Cost to notify consumers of a release of private information and to provide Credit-monitoring or other remediation services in the event of a covered Incident

A copy of the endorsement naming the City of Atlanta as an Additional Insured must be submitted along with the certificate of insurance.

F. Primary and Non-Contributory

Contractor/Consultant coverage shall be Primary and Non-Contributory where permissible.

G. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER		CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS: mfridenmaker@sspins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A :	
INSURED		THECOMM-OC	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1548942434

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y				EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Cyber Liability Retention: \$25,000						\$2,000,000 \$2,000,000	Per Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an additional insured on the General Liability policy as per attached form CG7300 0119.

Waiver of Subrogation is included in favor of Certificate Holder for General Liability as per attached form CG7300 0119.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of Atlanta

Enterprise Risk Management
68 Mitchell Street

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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Attachment: Exhibit A - ARPA Donation Agreement CFM - Fresh MARTA Markets (10-21-2022) (22-R-4594 : American Rescue Plan Act (ARPA)

ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
(1) **CG 73 00 01 19**

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

(2) DESCRIPTION

PAGE FOUND

Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract	Page 5
<ul style="list-style-type: none">• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)• Lessors of Leased Equipment• Managers or Lessors of Premises• Mortgagees, Assignees and Receivers• Any Other person or organization other than a joint venture• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
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Knowledge of Occurrence, Claim, Suit or Loss	Page 7
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Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
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Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

Attachment: Exhibit A - ARPA Donation Agreement CFM - Fresh MARTA Markets (10-21-2022) (22-R-4594 : American Rescue Plan Act (ARPA))

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Attachment: Exhibit A - ARPA Donation Agreement CFM - Fresh MARTA Markets (10-21-2022) (22-R-4594 : American Rescue Plan Act (ARPA)

ElitePac®
General Liability Extension Endorsement

J.18.b

COMMERCIAL GENERAL LIABILITY

CG 73 00 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following: COMMERCIAL

GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if **(a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

(3) SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

(4) Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

(5) Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a)** Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

(6) Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

Attachment: Exhibit A - ARPA Donation Agreement CFM - Fresh MARTA Markets (10-21-2022) (22-R-4594 : American Rescue Plan Act (ARPA)

- B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to your temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

- C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

(7) Electronic Data Liability

- A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

- p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE:**

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

(8) SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

(9) Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

- a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

(10) Product Amendment

Exclusion f. **Products-Completed Operations Hazard (11)** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

- f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

(12) SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

(13) Expenses For Bail Bonds And Loss Of Earnings

- A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

(14) SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

(15) Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

(16) Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II - WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

(17) Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

A. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1.,above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2. through 4., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

(18) Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provisions set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;

- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

(19) Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

(20) SECTION IV - COMMERCIAL GENERAL LIABILITY (21) CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An “executive officer” or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

(22) Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insur- ance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (23) The additional insured is a Named Insured under such other insurance; and
- (24) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(25) Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

(26) Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for “bodily injury” or “property damage” arising out of your ongoing operations or “your work” done under a written contract or written agreement and included in the “products-completed operations hazard”, if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an “insured contract”.

The section above only applies to that person or organization identified above, and only if the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract or written agreement.

(27) Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

(28) Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or “suit” give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

(29) SECTION V - DEFINITIONS

(30) Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. “Personal and advertising injury”:

“Personal and advertising injury” also means “discrimination” that results in injury to the feelings or reputation of a natural person, however only if such “discrimination” or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or

b. Anyone considered an insured under
(31)SECTION II - WHO IS AN INSURED;

2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V - DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

(32)Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

**CITY COUNCIL
ATLANTA, GEORGIA**

J.19

22-R-4595

A RESOLUTION BY COUNCILMEMBERS ANDREA L. BOONE AND BYRON D. AMOS REQUESTING THE ATLANTA POLICE DEPARTMENT AND THE ATLANTA DEPARTMENT OF TRANSPORTATION TO CREATE A PROPOSAL TO ESTABLISH A PROCESS FOR STREET VENDING DURING THE 2026 FIFA WORLD CUP; AND FOR OTHER PURPOSES.

WHEREAS, Atlanta is one of several U.S. cities, along with provinces and territories in Canada and cities in Mexico, that were collectively selected as Host Cities for the 2026 FIFA World Cup; and

WHEREAS, the City of Atlanta has within its jurisdiction facilities and premises, access roads, thoroughfares, infrastructure, and other areas which may be used for the purposes of organizing, financing, promoting, accommodating, staging, and conducting the 2026 FIFA World Cup and its related official events and activities; and

WHEREAS, being selected as a host city for the 2026 FIFA World Cup and its associated official events will generate goodwill, enhance the worldwide reputation and prestige of the City of Atlanta, lead to the creation of temporary jobs and generate substantial beneficial economic and fiscal activity for the City; and

WHEREAS, large sporting events such as the World Cup can leave a city susceptible to illegal or unlicensed vendors that can potentially cause issues for patrons; and

WHEREAS, it is in the best interest of the City that the Atlanta Police Department and Atlanta Department of Transportation create a proposal to establish a structured and organized process for street vending to ensure that all vendors operating during the 2026 FIFA World Cup are registered and approved by the City.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Atlanta Police Department and the Atlanta Department of Transportation are requested to create a proposal to establish a process for street vending during the 2026 FIFA World Cup.

BE IT FURTHER RESOLVED that the street vending process proposal consists of the following requirements:

- Public Right of Way Vending Permit and Fee Requirements
- Approved items Allowable for Sale
- Site and Design Requirements for Carts
- Point of Sale Requirement
- Enforcement Policy

BE IT FURTHER RESOLVED that the proposal shall be presented to the Public Safety and Legal Administration Committee and the Transportation Committee within ninety (90) days of the adoption of this resolution.

BE IT FINALLY RESOLVED that all resolutions and parts of resolutions in conflict herewith are waived and the same hereby waived.

CITY COUNCIL
ATLANTA, GEORGIA

22-R-4595

SPONSOR SIGNATURES



Andrea L. Boone, Councilmember, District 10



Byron D. Amos, Councilmember, District 3

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4595

A RESOLUTION BY COUNCILMEMBERS ANDREA L. BOONE AND BYRON D. AMOS REQUESTING THE ATLANTA POLICE DEPARTMENT AND THE ATLANTA DEPARTMENT OF TRANSPORTATION TO CREATE A PROPOSAL TO ESTABLISH A PROCESS FOR STREET VENDING DURING THE 2026 FIFA WORLD CUP; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

HISTORY:

11/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AND FINANCE/EXECUTIVE COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION
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22-R-4595

A RESOLUTION BY COUNCILMEMBERS ANDREA L. BOONE AND BYRON D. AMOS REQUESTING THE ATLANTA POLICE DEPARTMENT AND THE ATLANTA DEPARTMENT OF TRANSPORTATION TO CREATE A PROPOSAL TO ESTABLISH A PROCESS FOR STREET VENDING DURING THE 2026 FIFA WORLD CUP; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4605

A RESOLUTION BY COUNCILMEMBER JASON DOZIER AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (“EDA”) TO REMOVE ALL FEDERAL INTEREST ASSOCIATED WITH EDA AWARD NUMBER 043904038 CURRENTLY CAPITALIZING THE PHOENIX LOAN FUND; AMENDING RESOLUTION 22-R-3343 TO SET FORTH THE INTENT FOR THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA TO CONTINUE TO ADMINISTER THE PHOENIX LOAN FUND; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to its authority under the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3121 *et seq.*), awarded to the City of Atlanta one or more grants to capitalize a Revolving Loan Fund (RLF) bearing EDA award number(s) 043904038 (the Award); and

WHEREAS, Resolution 94-R-094, adopted by City Council on April 4, 1998 and approved by the Mayor on April 11, 1998 authorized the Mayor to apply for and accept a Revolving Loan Fund (RLF) grant of \$1,000,000.00 from the United States Economic Development Administration (EDA) with a required local match of \$333,334.00 to create an initial capitalization of \$1,333,334.00; and

WHEREAS, Resolution 95-R-1185 adopted by City Council on August 21, 1995 and approved by the Mayor on August 28, 1995 authorized the Mayor to enter into an agreement with Atlanta Economic Development Corporation (AEDC) to administer and manage the Phoenix Loan Fund (PLF); and

WHEREAS, Resolution 98-R-1991, adopted by City Council on November 2, 1998 and approved by the Mayor on November 9, 1998 authorized the City in receipt of \$1,000,000.00 from the EDA and EDA, pursuant to its authority under the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3121, *et seq.*), awarded to the City of Atlanta (Recipient) one or more grants to capitalize a Revolving Loan Fund (RLF) bearing EDA award number(s) 043904038 (the Award); and

WHEREAS, the EDA retains a federal interest in the Award and Recipient has submitted a written request that EDA release its federal interest in the Award consistent with the requirements of the Reinvigorating Lending for the Future Act (Pub. L. 116-192), attached hereto as Appendix A (the Request); and

WHEREAS, EDA and Recipient agree that as of June 30, 2022, the current value of the RLF capital base is \$619,836.34, the federal investment rate is 74.05%, the federal share of the RLF capital base is \$473,784.00, and the local share of the capital base is \$166,032.34; and

WHEREAS, 1) more than seven years have passed since the final EDA disbursement to Recipient of funds under the Award, 2) Recipient has complied with the terms and conditions of the Award, and 3) Recipient proposes to use the Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor, or his designee on behalf of the City of Atlanta (“City”) is hereby authorized to enter into an agreement with the EDA to release the EDA’s federal interest in the Phoenix Loan Fund and agrees to use the funds to continue to lend and administer the Phoenix Revolving Loan Funds through the Atlanta Development Authority d/b/a Invest Atlanta.

BE IT FURTHER RESOLVED, That the Mayor, or his designee is hereby authorized to execute subsequent agreements necessary release the EDA’s federal interests in the Phoenix Loan Fund.


BE IT FINALLY RESOLVED, that all resolutions or parts of resolutions, including Resolution 22-R-

3343, in conflict herewith are hereby waived to the extent of the conflict.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4605

SPONSOR SIGNATURES



Jason Gozier, Councilmember, District 4

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4605

A RESOLUTION BY COUNCILMEMBER JASON DOZIER AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (“EDA”) TO REMOVE ALL FEDERAL INTEREST ASSOCIATED WITH EDA AWARD NUMBER 043904038 CURRENTLY CAPITALIZING THE PHOENIX LOAN FUND; AMENDING RESOLUTION 22-R-3343 TO SET FORTH THE INTENT FOR THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA TO CONTINUE TO ADMINISTER THE PHOENIX LOAN FUND; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM
Office of Research and Policy Analysis	Pending	
Mayor's Office	Pending	

HISTORY:

11/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO FINANCE/EXECUTIVE COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION
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22-R-4605

A RESOLUTION BY COUNCILMEMBER JASON DOZIER AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (“EDA”) TO REMOVE ALL FEDERAL INTEREST ASSOCIATED WITH EDA AWARD NUMBER 043904038 CURRENTLY CAPITALIZING THE PHOENIX LOAN FUND; AMENDING RESOLUTION 22-R-3343 TO SET FORTH THE INTENT FOR THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA TO CONTINUE TO ADMINISTER THE PHOENIX LOAN FUND; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

FEC.

37.

ELMS ID# 31400
 A RESOLUTION BY
 COUNCILMEMBER JASON DOZIER

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION ("EDA") TO REMOVE ALL FEDERAL INTEREST ASSOCIATED WITH EDA AWARD NUMBER 043904038 CURRENTLY CAPITALIZING THE PHOENIX LOAN FUND; AMENDING RESOLUTION 22-R-3343 TO SET FORTH THE INTENT FOR THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA TO CONTINUE TO ADMINISTER THE PHOENIX LOAN FUND; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to its authority under the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3121 *et seq.*), awarded to the City of Atlanta one or more grants to capitalize a Revolving Loan Fund (RLF) bearing EDA award number(s) 043904038 (the Award); and

WHEREAS, Resolution 94-R-094, adopted by City Council on April 4, 1998 and approved by the Mayor on April 11, 1998 authorized the Mayor to apply for and accept a Revolving Loan Fund (RLF) grant of \$1,000,000.00 from the United States Economic Development Administration (EDA) with a required local match of \$333,334.00 to create an initial capitalization of \$1,333,334.00; and

WHEREAS, Resolution 95-R-1185 adopted by City Council on August 21, 1995 and approved by the Mayor on August 28, 1995 authorized the Mayor to enter into an agreement with Atlanta Economic Development Corporation (AEDC) to administer and manage the Phoenix Loan Fund (PLF); and

WHEREAS, Resolution 98-R-1991, adopted by City Council on November 2, 1998 and approved by the Mayor on November 9, 1998 authorized the City in receipt of \$1,000,000.00 from the EDA and EDA, pursuant to its authority under the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3121, *et seq.*), awarded to the City of Atlanta (Recipient) one or more grants to capitalize a Revolving Loan Fund (RLF) bearing EDA award number(s) 043904038 (the Award); and

WHEREAS, the EDA retains a federal interest in the Award and Recipient has submitted a written request that EDA release its federal interest in the Award consistent with the requirements of the Reinvigorating Lending for the Future Act (Pub. L. 116-192), attached hereto as Appendix A (the Request); and

WHEREAS, EDA and Recipient agree that as of June 30, 2022, the current value of the RLF capital base is \$619,836.34, the federal investment rate is 74.05%, the federal share of the RLF capital base is \$473,784.00, and the local share of the capital base is \$166,032.34; and

WHEREAS, 1) more than seven years have passed since the final EDA disbursement to Recipient of funds under the Award, 2) Recipient has complied with the terms and conditions of the Award, and 3) Recipient proposes to use the Award Funds for one or more activities that continue to carry out the economic development purposes of PWEDA;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor, or his designee on behalf of the City of Atlanta (“City”) is hereby authorized to enter into an agreement with the EDA to release the EDA’s federal interest in the Phoenix Loan Fund and agrees to use the funds to continue to lend and administer the Phoenix Revolving Loan Funds through the Atlanta Development Authority d/b/a Invest Atlanta.

BE IT FURTHER RESOLVED, That the Mayor, or his designee is hereby authorized to execute subsequent agreements necessary release the EDA’s federal interests in the Phoenix Loan Fund.

BE IT FINALLY RESOLVED, that all resolutions or parts of resolutions, including Resolution 22-R-3343, in conflict herewith are hereby waived to the extent of the conflict.

Attachment: #37_31400 (22-R-4605 : Defederalization Phoenix Loan Fund)

Public Law 116-192
116th Congress

An Act

Oct. 30, 2020
[S. 4075]

To amend the Public Works and Economic Development Act of 1965 to provide for the release of certain Federal interests in connection with certain grants under that Act, and for other purposes.

Reinvigorating Lending for the Future Act.
42 USC 3121 note.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “Reinvigorating Lending for the Future Act” or the “RLF Act”.

SEC. 2. RELEASE OF CERTAIN INTERESTS.

Section 601(d)(2) of the Public Works and Economic Development Act of 1965 (42 U.S.C. 3211(d)(2)) is amended—

(1) by striking the paragraph designation and heading and all that follows through “The Secretary may” and inserting the following:

“(2) RELEASE.—

“(A) IN GENERAL.—Except as provided in subparagraph (B), the Secretary may”; and

(2) by adding at the end the following:

“(B) CERTAIN RELEASES.—

“(i) IN GENERAL.—On written request from a recipient of a grant under section 209(d), the Secretary shall release, in accordance with this subparagraph, any Federal interest in connection with the grant, if—

“(I) the request is made not less than 7 years after the final disbursement of the original grant;

“(II) the recipient has complied with the terms and conditions of the grant to the satisfaction of the Secretary;

“(III) any proceeds realized from the grant will be used for 1 or more activities that continue to carry out the economic development purposes of this Act; and

“(IV) the recipient includes in the written request a description of how the recipient will use the proceeds of the grant in accordance with subclause (III).

“(ii) DEADLINE.—

“(I) IN GENERAL.—Except as provided in subclause (II), the Secretary shall complete all closeout actions for the grant by not later than 180 days after receipt and acceptance of the written request under clause (i).

Time period.

PUBLIC LAW 116-192—OCT. 30, 2020

134 STAT. 979

“(II) EXTENSION.—The Secretary may extend a deadline under subclause (I) by an additional 180 days if the Secretary determines the extension to be necessary. Determination.

“(iii) SAVINGS PROVISION.—Section 602 shall continue to apply to a project assisted with a grant under section 209(d) regardless of whether the Secretary releases a Federal interest under clause (i).” Applicability.

Approved October 30, 2020.

Attachment: Appendix A (22-R-4605 : Defederalization Phoenix Loan Fund)

LEGISLATIVE HISTORY—S. 4075:

CONGRESSIONAL RECORD, Vol. 166 (2020):
Aug. 6, considered and passed Senate.
Oct. 1, considered and passed House.



22-R-4606

A RESOLUTION BY COUNCILMEMBER JASON DOZIER AUTHORIZING THE CITY OF ATLANTA TO DONATE AMERICAN RESCUE PLAN ACT FUNDS TO THE WEST ATLANTA WATERSHED ALLIANCE, INC. (WAWA), TO SUPPORT WAWA’S FURTHER DEVELOPMENT OF THE OUTDOOR ACTIVITY CENTER (OAC) AS A PUBLIC FOOD FOREST, WHICH WILL DIRECTLY COMBAT THE FOOD INSECURITY EFFECTS OF THE COVID-19 PANDEMIC, AS WELL AS CREATE LONG-TERM, POST-PANDEMIC INCREASED LOCAL COMMUNITY RESILIENCE, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA’S CHARTER, IN A TOTAL AMOUNT NOT TO EXCEED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$85,000.00); AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO A DONATION AGREEMENT WITH WAWA WHICH SHALL DETAIL THE ACTIONS OF WAWA TO FURTHER THE DEVELOPMENT OF THE OAC AS A PUBLIC FOOD FOREST; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO MAKE ALL PAYMENTS FROM THE ACCOUNTS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City is the recipient of funds under the American Rescue Plan Act of 2021 (ARPA), one of the largest economic rescue packages in U.S. history, which provided \$1.9 trillion in additional relief to respond to COVID-19 to state and local governments, hard-hit industries and communities and other support; and

WHEREAS, the US Department of Agriculture (USDA), Economic Research Service defines food security as *“access by all people at all times to enough food for an active, healthy life; and*

WHEREAS, the United Nations' Committee on World Food Security defines food security as the means *“that all people, at all times, have physical, social, and economic access to sufficient, safe, and nutritious food that meets their food preferences and dietary needs for an active and healthy life”*; and

WHEREAS, food insecurity has been exacerbated by the COVID-19 pandemic, having a direct impact on the health and well-being of Atlanta residents; and

WHEREAS, throughout the City of Atlanta, many communities are experiencing rapidly increasing housing costs, higher household energy costs & burden, higher household transportation burden & costs, lower rates of living-wage employment, increasing childcare and education burden, and other equity indicators; and

WHEREAS, this reality is felt even harder in communities highly populated by BIPOC (Black, Indigenous, and other People Of Color) residents, children, and seniors; who live under circumstances where individuals are choosing whether to miss certain meals versus addressing other necessities on a daily basis; and

WHEREAS, the West Atlanta Watershed Alliance, Inc. (WAWA) is a community-based non-profit organization whose mission is to improve the quality of life within the West Atlanta Watershed by protecting, preserving, and restoring our community’s natural resources; and

WHEREAS, WAWA represents predominantly Black neighborhoods in Northwest and Southwest Atlanta that are most inundated with environmental stressors, but are least represented at environmental decision-making tables; and

WHEREAS, as an all-volunteer organization, WAWA was successful in preserving over 400 acres of greenspace from development in Southwest Atlanta and raised over \$2 million dollars to do so; and

WHEREAS, through a MOU with the City of Atlanta Bureau of Parks, Recreation, and Cultural Affairs, authorized pursuant to Ordinance 22-O-1384, which was adopted by the Atlanta City Council on June 6, 2022, and approved by operation of law on June 15, 2022, WAWA now operates the Outdoor Activity Center (OAC), a 26-acre urban forest preserve and nature center; and

WHEREAS, WAWA is also a steward of the nearby 135-acre Cascade Springs Nature Preserve and the 200-acre Lionel Hampton Beecher Park; all in Southwest Atlanta; and

WHEREAS, the OAC is in NPU-S, Southwest Atlanta in the Bush Mountain Community, near Oakland City; and

WHEREAS, this is an USDA designated Low-Income, Low-Access area, where there are no fresh food retail access points, though the community also consists of publicly engaged and active neighborhood associations such as Bush Mountain Community Organization and Oakland City Community Organization, that have a strong, intense desire for community led & City supported Fresh Food Access points, such as a food forest, more farms, more gardens, and improved public space community sites; and

WHEREAS, it is the desire of the City of Atlanta, on behalf of the Division of Sustainability and Resilience, to donate Eighty-Five Thousand Dollars and zero cents (\$85,000.00) of ARPA funds to the WAWA, to support WAWA's further development of the OAC as a public food forest, which will directly combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience; and

WHEREAS, specifically, this donation would support WAWA's efforts to work with city partners to facilitate conducting surveys to verify property boundaries and confirm total acreage of the parcels that make up the Outdoor Activity Center; increase food production and accessibility to residents in and around the Bush Mountain community by developing the historic Atlanta Black Cracker Field, installing new infrastructure, utilizing appropriate technology, and developing a farm stand and CSA shares; increase community engagement through hosting collective visioning and strategic planning sessions with partner organizations, legacy residents and other stakeholders; and to educate and train youth and adults in environmentalism and climate-smart, regenerative agroforestry practices to strengthen pathways to careers and green business development; and

WHEREAS, the City has determined that WAWA's further development of the OAC as a public food forest is eligible for funding under the ARPA; and

WHEREAS, to ensure that its donation shall be is implemented in accordance with ARPA requirements, the City desires to enter into a Donation Agreement with WAWA which shall detail the actions of WAWA to further develop the OAC as a public food forest.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that pursuant to Section 6-306 of the City of Atlanta's Charter, the Chief Financial Officer or his designee, is authorized to donate Eighty-Five Thousand Dollars and zero cents (\$85,000.00) of American Rescue Plan Act of 2021 (ARPA) funds to the West Atlanta Watershed Alliance, Inc. (WAWA), to support WAWA's further development of the Outdoor Activity Center (OAC) as a public food forest, which will directly combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is hereby authorized to charge to and pay the donation authorized of Eighty-Five Thousand Dollars and zero cents (\$85,000.00) hereby from the following account:

FUND	DEPT/ORG	ACCOUNT	FUNCTION ACTIVITY	PROJECT	AWARD	TASK ORDER
2508	040605	5212001	5510001	500108	32605	610.3

BE IT FURTHER RESOLVED, that the Mayor, or his designee is authorized to execute a Donation Agreement regarding its donation to support WAWA's further development of the OAC as a public food forest, which will directly combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience, in substantially the same form as attached in Exhibit A.

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is authorized to enter into any additional agreements as may be necessary to carry out the purposes of this Resolution on the terms and conditions provided in the Donation Agreement.

BE IT FURTHER RESOLVED, that the Donation Agreement and any related documents shall not become binding upon the City, and the City will incur no obligation or liability under the same, until they have been approved by the City Attorney or her designee as to form, executed by the Mayor, or his designee, and delivered to WAWA.

BE IT FINALLY RESOLVED, that all resolutions or parts of resolutions that are in conflict with the terms of this Resolution are hereby waived to the extent of the conflict.


EXHIBIT A

DONATION AGREEMENT

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4606

SPONSOR SIGNATURES



Jason Gozier, Councilmember, District 4

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4606

A RESOLUTION BY COUNCILMEMBER JASON DOZIER AUTHORIZING THE CITY OF ATLANTA TO DONATE AMERICAN RESCUE PLAN ACT FUNDS TO THE WEST ATLANTA WATERSHED ALLIANCE, INC. (WAWA), TO SUPPORT WAWA’S FURTHER DEVELOPMENT OF THE OUTDOOR ACTIVITY CENTER (OAC) AS A PUBLIC FOOD FOREST, WHICH WILL DIRECTLY COMBAT THE FOOD INSECURITY EFFECTS OF THE COVID-19 PANDEMIC, AS WELL AS CREATE LONG-TERM, POST-PANDEMIC INCREASED LOCAL COMMUNITY RESILIENCE, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA’S CHARTER, IN A TOTAL AMOUNT NOT TO EXCEED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$85,000.00); AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO A DONATION AGREEMENT WITH WAWA WHICH SHALL DETAIL THE ACTIONS OF WAWA TO FURTHER THE DEVELOPMENT OF THE OAC AS A PUBLIC FOOD FOREST; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO MAKE ALL PAYMENTS FROM THE ACCOUNTS LISTED HEREIN; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM
Mayor's Office	Pending	
Office of Research and Policy Analysis	Pending	

HISTORY:

11/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO CITY UTILITIES COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION
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22-R-4606

A RESOLUTION BY COUNCILMEMBER JASON DOZIER AUTHORIZING THE CITY OF ATLANTA TO DONATE AMERICAN RESCUE PLAN ACT FUNDS TO THE WEST ATLANTA WATERSHED ALLIANCE, INC. (WAWA), TO SUPPORT WAWA'S FURTHER DEVELOPMENT OF THE OUTDOOR ACTIVITY CENTER (OAC) AS A PUBLIC FOOD FOREST, WHICH WILL DIRECTLY COMBAT THE FOOD INSECURITY EFFECTS OF THE COVID-19 PANDEMIC, AS WELL AS CREATE LONG-TERM, POST-PANDEMIC INCREASED LOCAL COMMUNITY RESILIENCE, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA'S CHARTER, IN A TOTAL AMOUNT NOT TO EXCEED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$85,000.00); AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO A DONATION AGREEMENT WITH WAWA WHICH SHALL DETAIL THE ACTIONS OF WAWA TO FURTHER THE DEVELOPMENT OF THE OAC AS A PUBLIC FOOD FOREST; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO MAKE ALL PAYMENTS FROM THE ACCOUNTS LISTED HEREIN; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

38.

CU.

ELMS ID# 31327
 A RESOLUTION BY
 COUNCILMEMBER JASON DOZIER

A RESOLUTION AUTHORIZING THE CITY OF ATLANTA TO DONATE AMERICAN RESCUE PLAN ACT FUNDS TO THE WEST ATLANTA WATERSHED ALLIANCE, INC. (WAWA), TO SUPPORT WAWA'S FURTHER DEVELOPMENT OF THE OUTDOOR ACTIVITY CENTER (OAC) AS A PUBLIC FOOD FOREST, WHICH WILL DIRECTLY COMBAT THE FOOD INSECURITY EFFECTS OF THE COVID-19 PANDEMIC, AS WELL AS CREATE LONG-TERM, POST-PANDEMIC INCREASED LOCAL COMMUNITY RESILIENCE, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA'S CHARTER, IN A TOTAL AMOUNT NOT TO EXCEED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$85,000.00); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A DONATION AGREEMENT WITH WAWA WHICH SHALL DETAIL THE ACTIONS OF WAWA TO FURTHER THE DEVELOPMENT OF THE OAC AS A PUBLIC FOOD FOREST; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO MAKE ALL PAYMENTS FROM THE ACCOUNTS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City is the recipient of funds under the American Rescue Plan Act of 2021 (ARPA), one of the largest economic rescue packages in U.S. history, which provided \$1.9 trillion in additional relief to respond to COVID-19 to state and local governments, hard-hit industries and communities and other support; and

WHEREAS, the US Department of Agriculture (USDA), Economic Research Service defines food security as "*access by all people at all times to enough food for an active, healthy life*"; and

WHEREAS, the United Nations' Committee on World Food Security defines food security as the means "*that all people, at all times, have physical, social, and economic access to sufficient, safe, and nutritious food that meets their food preferences and dietary needs for an active and healthy life*"; and

WHEREAS, food insecurity has been exacerbated by the COVID-19 pandemic, having a direct impact on the health and well-being of Atlanta residents; and

WHEREAS, throughout the City of Atlanta, many communities are experiencing rapidly increasing housing costs, higher household energy costs & burden, higher household transportation burden & costs, lower rates of living-wage employment, increasing childcare and education burden, and other equity indicators; and

WHEREAS, this reality is felt even harder in communities highly populated by BIPOC (Black, Indigenous, and other People Of Color) residents, children, and seniors; who live under circumstances where individuals are choosing whether to miss certain meals versus addressing other necessities on a daily basis; and

WHEREAS, the West Atlanta Watershed Alliance, Inc. (WAWA) is a community-based non-profit organization whose mission is to improve the quality of life within the West Atlanta Watershed by protecting, preserving, and restoring our community's natural resources; and

WHEREAS, WAWA represents predominantly Black neighborhoods in Northwest and Southwest Atlanta that are most inundated with environmental stressors, but are least represented at environmental decision-making tables; and

WHEREAS, as an all-volunteer organization, WAWA was successful in preserving over 400 acres of greenspace from development in Southwest Atlanta and raised over \$2 million dollars to do so; and

WHEREAS, through a MOU with the City of Atlanta Bureau of Parks, Recreation, and Cultural Affairs, authorized pursuant to Ordinance 22-O-1384, which was adopted by the Atlanta City Council on June 6, 2022, and approved by operation of law on June 15, 2022, WAWA now operates the Outdoor Activity Center (OAC), a 26-acre urban forest preserve and nature center; and

WHEREAS, WAWA is also a steward of the nearby 135-acre Cascade Springs Nature Preserve and the 200-acre Lionel Hampton Beecher Park; all in Southwest Atlanta; and

WHEREAS, the OAC is in NPU-S, Southwest Atlanta in the Bush Mountain Community, near Oakland City; and

WHEREAS, this is an USDA designated Low-Income, Low-Access area, where there are no fresh food retail access points, though the community also consists of publicly engaged and active neighborhood associations such as Bush Mountain Community Organization and Oakland City Community Organization, that have a strong, intense desire for community led & City supported Fresh Food Access points, such as a food forest, more farms, more gardens, and improved public space community sites; and

WHEREAS, it is the desire of the City of Atlanta, on behalf of the Division of Sustainability and Resilience, to donate Eighty-Five Thousand Dollars and zero cents (\$85,000.00) of ARPA funds to the WAWA, to support WAWA's further development of the OAC as a public food forest, which will directly combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience; and

WHEREAS, specifically, this donation would support WAWA's efforts to work with city partners to facilitate conducting surveys to verify property boundaries and confirm total acreage of the parcels that make up the Outdoor Activity Center; increase food production and accessibility to residents in and around the Bush Mountain community by developing the historic Atlanta Black Cracker Field, installing new infrastructure, utilizing appropriate technology, and developing a farm stand and CSA shares; increase community engagement through hosting collective visioning and strategic planning sessions with partner organizations, legacy residents and other stakeholders; and to educate and train youth and adults in environmentalism and climate-smart, regenerative agroforestry practices to strengthen pathways to careers and green business development; and

WHEREAS, the City has determined that WAWA’s further development of the OAC as a public food forest is eligible for funding under the ARPA; and

WHEREAS, to ensure that its donation shall be is implemented in accordance with ARPA requirements, the City desires to enter into a Donation Agreement with WAWA which shall detail the actions of WAWA to further develop the OAC as a public food forest.

NOW THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that pursuant to Section 6-306 of the City of Atlanta’s Charter, the Chief Financial Officer or his designee, is authorized to donate Eighty-Five Thousand Dollars and zero cents (\$85,000.00) of American Rescue Plan Act of 2021 (ARPA) funds to the West Atlanta Watershed Alliance, Inc. (WAWA), to support WAWA’s further development of the Outdoor Activity Center (OAC) as a public food forest, which will directly combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is hereby authorized to charge to and pay the donation authorized of Eighty-Five Thousand Dollars and zero cents (\$85,000.00) hereby from the following account:

FUND	DEPT/ORG	ACCOUNT	FUNCTION ACTIVITY	PROJECT	AWARD	TASK ORDER
2508	040605	5212001	5510001	500108	32605	610.3

BE IT FURTHER RESOLVED, that the Mayor, or his designee is authorized to execute a Donation Agreement regarding its donation to support WAWA’s further development of the OAC as a public food forest, which will directly combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience, in substantially the same form as attached in Exhibit A.

BE IT FURTHER RESOLVED, that he Mayor, or his designee, is authorized to enter into any additional agreements as may be necessary to carry out the purposes of this Resolution on the terms and conditions provided in the Donation Agreement.

BE IT FURTHER RESOLVED, that the Donation Agreement and any related documents shall not become binding upon the City, and the City will incur no obligation or liability under the same, until they have been approved by the City Attorney or her designee as to form, executed by the Mayor, or his designee, and delivered to WAWA.

BE IT FINALLY RESOLVED, that all resolutions or parts of resolutions that are in conflict with the terms of this Resolution are hereby waived to the extent of the conflict.

Attachment: #38_31327 (22-R-4606 : ARPA WAWA Donation)

EXHIBIT A

DONATION AGREEMENT

Attachment: #38_31327 (22-R-4606 : ARPA WAWA Donation)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ATLANTA
AND
WEST ATLANTA WATERSHED ALLIANCE, INC.**

This Memorandum of Understanding (“MOU” or “AGREEMENT”) is effective as of _____, 2022, by and between **CITY OF ATLANTA**, a municipality chartered under the laws of the State of Georgia (the “CITY”) and **WEST ATLANTA WATERSHED ALLIANCE, INC.**, a Georgia domestic non-profit corporation (the “WAWA”, “SUBRECIPIENT”).

WHEREAS, the City is the recipient of funds under the American Rescue Plan Act of 2021 (ARPA), one of the largest economic rescue packages in U.S. history, which provided \$1.9 trillion in additional relief to respond to COVID-19 to state and local governments, hard-hit industries and communities and other support; and

WHEREAS, the US Department of Agriculture (USDA), Economic Research Service defines food security as “*access by all people at all times to enough food for an active, healthy life*”; and

WHEREAS, the United Nations' Committee on World Food Security defines food security as the means “*that all people, at all times, have physical, social, and economic access to sufficient, safe, and nutritious food that meets their food preferences and dietary needs for an active and healthy life*”; and

WHEREAS, food insecurity has been exacerbated by the COVID-19 pandemic, having a direct impact on the health and well-being of Atlanta residents; and

WHEREAS, throughout the City of Atlanta, many communities are experiencing rapidly increasing housing costs, higher household energy costs & burden, higher household transportation burden & costs, lower rates of living-wage employment, increasing childcare and education burden, and other (in)equity indicators; and

WHEREAS, this reality is felt even harder in communities highly populated by BIPOC (Black, Indigenous, and other People Of Color) residents, children, and seniors; who live under circumstances where individuals are choosing whether to miss certain meals versus addressing other necessities on a daily basis; and

WHEREAS, the West Atlanta Watershed Alliance, Inc. (WAWA) is a community-based non-profit organization whose mission is to improve the quality of life within the West Atlanta Watershed by protecting, preserving and restoring our community’s natural resources; and

WHEREAS, WAWA represents predominantly Black neighborhoods in Northwest and Southwest Atlanta that are most inundated with environmental stressors, but are least represented at environmental decision-making tables; and

WHEREAS, as an all-volunteer organization, WAWA was successful in preserving over 400 acres of greenspace from development in Southwest Atlanta and raised over \$2 million dollars to do so; and

WHEREAS, through a MOU with the City of Atlanta Bureau of Parks, Recreation, and Cultural Affairs, authorized pursuant to Ordinance 22-O-1384, which was adopted by the Atlanta

Council on June 6, 2022, and approved by operation of law on June 15, 2022, WAWA now operates the Outdoor Activity Center (OAC), a 26-acre urban forest preserve and nature center; and

WHEREAS, WAWA is also the steward of the nearby 135-acre Cascade Springs Nature Preserve and the 200-acre Lionel Hampton Beecher Park; all in Southwest Atlanta; and

WHEREAS, the OAC is in NPU-S, Southwest Atlanta in the Bush Mountain Community, near Oakland City; and

WHEREAS, this is an USDA designated Low-Income, Low-Access (LILA) area, where there are no fresh food retail access points, though the community also consists of publicly engaged and active neighborhood associations such as Bush Mountain Community Organization and Oakland City Community Organization, that have a strong, intense desire for community led & City supported Fresh Food Access points, such as a food forest, more farms, more gardens, and improved public space community sites; and

WHEREAS, it is the desire of the City of Atlanta, on behalf of the Division of Sustainability & Resilience, of the Mayor's Office of Equity, Diversity, and Inclusion (OEDI) to donate Eighty-Five Thousand Dollars and zero cents (\$85,000.00) of ARPA funds to the WAWA, to support WAWA's further development of the OAC as a public food forest, which will directly combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience; and

WHEREAS, specifically, this donation would support WAWA's efforts to work with city partners to facilitate conducting surveys to verify property boundaries and confirm total acreage of the parcels that make up the Outdoor Activity Center; increase food production and accessibility to residents in and around the Bush Mountain community by developing the historic Atlanta Black Cracker Field, installing new infrastructure, utilizing appropriate technology, and developing a farm stand and CSA shares; increase community engagement through hosting collective visioning and strategic planning sessions with partner organizations, legacy residents and other stakeholders; and to educate and train youth and adults in environmentalism and climate-smart, regenerative agroforestry practices to strengthen pathways to careers and green business development; and

WHEREAS, the City has determined that WAWA's further development of the OAC as a public food forest is eligible for funding under the ARPA; and

WHEREAS, to ensure that its donation shall be implemented in accordance with ARPA requirements, the City desires to enter into a Donation Agreement with WAWA which shall detail the actions of WAWA to further develop the OAC as a public food forest.

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties do mutually agree to the above recitals and as follows:

1. TERM and TERMINATION.

1.1 The term of this MOU shall expire on the earlier of one year from the last date of the signatures below, or September 30, 2023.

1.2 Either organization may terminate this MOU upon thirty (30) days prior written notice without penalties or liabilities.

1.3 This MOU may be extended upon mutual agreement in writing signed by the parties. If renewed, the MOU shall be reviewed annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

2. **SERVICES.**

2.1 **Description of Services.** WAWA shall utilize the donation provided by the City of Atlanta as described herein to support WAWA's further development of the OAC as a public food forest, which will directly combat the food insecurity effects of the COVID-19 pandemic, as well as create long-term, post-pandemic increased local community resilience, described generally on Exhibit A attached (the "Services").

2.2. **Resources.** Unless otherwise expressly provided in this MOU, all equipment, software, Facilities and Subrecipient Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Subrecipient shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.

3. **FUNDING and USE OF FUNDS.**

3.1 **Funding.** In accordance with Resolution [Add Resolution Number and dates of adoption and approval here], the City has authorized a total donation in an amount not to exceed Eighty-Five Thousand Dollars and zero cents (\$85,000.00) funded with American Rescue Plan Act (ARPA) funds under this MOU.

3.2 **Use of Funds.** All activities funded with ARPA funds shall maintain and make available to the City and Treasury OIG upon request all documents and financial records sufficient to establish compliance with section 603 of the Social Security Act, as amended, (42 U.S.C. § 802) which provides:

3.2.1 The City and WAWA shall use ARPA funds to cover only those costs that:

- (a) are necessary to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (b) respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (c) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (d) to make necessary investments in water, sewer, or broadband infrastructure.

3.2.2. The following is a list of examples of costs that would not be eligible expenditures of ARPA funds:

- (a) Expenses for the State share of Medicaid.
- (b) Damages covered by insurance.
- (c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- (d) Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
- (e) Reimbursement to donors for donated items or services.
- (f) Workforce bonuses other than hazard pay or overtime.
- (g) Severance pay.
- (h) Legal settlements or judgements; except to the extent the judgment or settlement requires the provision of services that would respond to the COVID-19 public health emergency.
- (i) Debt issuance or debt service.
- (j) Payment of interest or principal on outstanding debts such as short-term revenue or tax anticipation notes, or other service costs.
- (k) Depositing funds into any pension or rainy-day fund or other financial reserves
- (l) General infrastructure spending outside of necessary water, sewer, and broadband investments, and special infrastructure projects that are necessary to deal with pandemic-specific issues.
- (m) ARPA funds may not be used as “non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements”.

3.3 Certification as to Use of Funds. WAWA certifies that the activities carried out under this MOU will meet the Use of Funds requirements listed above.

4. **PROGRAM INCOME.**

4.1 WAWA shall report monthly on all program income (as defined by U.S Treasury’s Compliance and Reporting Guidance for the State and Local ARPA Fiscal Recovery Fund Program per sections 602 and 603 of the Social Security Act added by section 9901 of the American Rescue Plan Act of 2021_ “the SLFRF statute”) generated by activities carried out with ARPA funds made available under this MOU. The use of program income by WAWA shall comply with all federal requirements. By way of further limitations, WAWA may use such income during the performance period for activities permitted under this MOU and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income sha

returned to the City at the end of the performance period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City. Upon the expiration of this MOU, any program income subsequently received by WAWA must be returned to the City.

5. **DOCUMENTATION AND RECORD RETENTION.**

5.1. **Documentation.** WAWA shall maintain and make available to the U.S. Treasury OIG, the City, and its consultants and designees, upon request all documents and financial records sufficient to establish compliance with subsection 603 of the Social Security Act, as amended, (42 U.S.C. § 802) which include, but are not limited to the following:

- (a) Records providing a full description of each activity undertaken;
- (b) Records required to determine the eligibility of activities;
- (c) Financial records as required by 2 CFR 200.333-337;
- (d) Receipts of purchases made related to addressing the public health emergency due to COVID-19;
- (e) Contracts and subcontracts entered into using ARPA payments and all documents related to such contracts;
- (f) Grant agreements and grant subaward agreements entered into using ARPA payments and all documents related to such awards;
- (g) All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- (h) All internal and external email/electronic communications related to use of ARPA payments; and
- (i) All investigative files and inquiry reports involving ARPA payments.

5.2 **Record Retention.** Records shall be maintained for a period of five (5) years after final payment is made using ARPA funds. These record retention requirements are applicable to WAWA and their subgrant recipients, contractors, and applicants that received transfers of ARPA fund payments. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

6. **REPORTING REQUIREMENTS.**

6.1 WAWA shall submit monthly progress reports no later than the 5 days after each calendar month to the City. WAWA shall submit Progress Reports to the City in the form and content as required by the City. See Exhibit A for specific requirements.

7. **PROGRAM CLOSEOUT.**

7.1 Once all program activities are complete, closeout will begin. WAWA will address all open monitoring and reporting action items during this time. The activities during the close-out period shall include, but are not limited to making final payments

and final transfer of records. Grant close out occurs when all individual ARPA programs are complete.

8. AGREEMENT CLOSEOUT.

8.1 WAWA's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and transfer of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that WAWA has control over ARPA funds, including program income.

9. FINANCIAL MANAGEMENT.

9.1. Accounting Standards. ARPA fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S. C. 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. 200.303 regarding internal controls, 200.330 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

9.2. Cost Principles. WAWA shall administer its program in conformance with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

10. AUDITS & INSPECTIONS.

10.1 All Subrecipient records with respect to any matters covered by this MOU shall be made available to the City, U. S. Treasury, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by WAWA within 30 days after receipt by the WAWA. Failure of WAWA to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. WAWA hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits and 2CFR 200.501.

11. MONITORING AND COMPLIANCE REVIEW AND AUDITS.

11.1 The City will monitor all Subrecipient services on a regular basis to assure compliance. Results of the monitoring shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The focus areas are:

- (a) Eligibility
- (b) Records
- (c) Reporting

(d) Internal controls

11.2 WAWA must comply with monitoring and compliance requirements as established under 2 CFR Part 200 by developing effective internal controls systems and adhering to the City's monitoring plans. Internal controls should ensure that:

- (a) subawards are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward, and
- (b) subaward performance goals are achieved on schedule and within budget.

11.3 WAWA should be able to demonstrate that:

- (a) it is conducting its activities with adequate control over program and financial performance, and in a way that minimizes opportunities for waste, mismanagement, fraud, and abuse.
- (b) it has a continuing capacity to carry out the approved project, as well as future grants for which it may apply.
- (c) any performance and/or compliance deficiencies are corrected, and not repeated.
- (d) there is no conflict of interest in the operation of the program.
- (e) records are maintained to demonstrate compliance with applicable regulations.

11.4 WAWA should share a joint responsibility with the City to ensure that Federal program resources are applied efficiently, economically and effectively to achieve the purposes for which the resources were furnished. Financial and performance audits will be implemented to:

- (a) ensure the WAWA's financial statements present actual operating results in accordance with accepted standards and in compliance with specific financial requirements.
- (b) ensure WAWA has faithfully, efficiently, and effectively carried out its operations, and achieved the intended results or benefits of its programs.

11.5 Per 2 CFR Part 200.501, all non-federal government agencies and nonprofit organizations that expend \$750,000 or more in federal awards in a given fiscal year are required to obtain a Single Audit to ensure that goals and objectives are met, resources safeguarded, laws and regulations are followed, and reliable data is obtained, maintained, and accurately disclosed.

12. ADDITIONAL MANDATORY FEDERAL PROVISIONS.

The City and WAWA will be responsible for administering the American Rescue Plan Act funds in accordance with the following provisions which shall apply cumulatively and in addition to all other provisions contained in this MOU.

12.1 Federal Equal Employment Opportunity (EEO) Provision. During the performance of the Agreement and in addition to compliance with the City Equal Employment Opportunity (EEO) Provision of this Agreement, Subrecipient agrees to comply with Executive Order No. 11246, as amended and as supplemented by

Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Subrecipient not discriminate based on race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. Subrecipient must 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. Subrecipient further agrees not to discriminate in educational programs and activities relating to this Agreement based on race, color, religion, gender, national origin, age or disability.

12.2 Clean Air Act.

- (a) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency (EPA) Regional Office.
- (c) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

12.3 Federal Water Pollution Control Act.

- (a) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) The Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office.
- (c) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

12.4 Procurement of Recovered Materials.

- (a) In the performance of the Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - (i) competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (ii) in accordance with the Agreement performance requirements; or
 - (iii) at a reasonable price.

- (b) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

12.5 Access to Records. The following access to records requirements applies to the Agreement:

- (a) The Subrecipient agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The Subrecipient agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12.6 Department of Homeland Security (DHS) Seal, Logo, and Flags. The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

12.7 No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Service Provider, or any other party pertaining to any matter resulting from the Agreement.

12.8 Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider’s actions pertaining to this Agreement.

12.9 Copeland Anti-Kickback Act. The Subrecipient shall comply with 48 C.F.R. §22.403, which prohibits Service Provider, and its subcontractors, from inducing any person employed in the construction or repair activity to give up any part of the compensation to which he or she is otherwise entitled.

12.10 Rights to Inventions Made Under a Contract or Agreement. Subrecipient acknowledges that, if this Agreement meets the definition of “funding agreement” under 37 CFR §401.2 (a), the Subrecipient shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the City and Treasury.

12.11 Contract Work Hours and Safety Standards Act. Subrecipient shall comply with applicable requirements of 40 U.S.C. §§ 3701–3708, which applies to construction

projects which exceed \$100,000 and other contracts which are involved in the employment of mechanic and laborers and exceed \$100,000.

12.12 Debarment and Suspension. Services Provider shall comply with Executive Orders 12549 and 12689 which prohibit contracts to parties listed on the General Service Administration's List of Parties excluded from Federal Procurement or Non-procurement Programs and Treasury's implementing regulation at 31 C.F.R. Part 19.

12.13 Byrd Anti-Lobbying Amendment. Subrecipient shall comply with the requirements of 31 U.S.C. § 1352 for contracts exceeding \$100,000.00.

12.14 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipient acknowledges that, in accordance with the requirement of 2 C.F.R. §200.216, Subrecipient is prohibited from obligating or expending ARPA Funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

12.15 Domestic Preferences for Procurements. Service Providers shall comply with the requirements of 2 C.F.R. §200.322, which applies to purchase orders for services or products under this Agreement. In accordance with 2 C.F.R. §200.322, Subrecipient acknowledges the following:

- (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

12.16 Federal Required Assurances and Certifications. Subrecipient shall comply with the additional federal required clauses, regulations, assurances, and certifications contained in **Exhibit B** of this Agreement.

13. INDEMNIFICATION.

13.1 WAWA shall hold the City and its elected and appointed officials, officers, agents, contractors, employees, successors, assigns, and its authorized representatives, harmless from and indemnify them from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney's fees, arising either directly or indirectly from any act or failure to act by WAWA or any of its officers, employees, agents, contractors, successors, assigns, and its authorized representatives, or any volunteer which may occur during or which may arise out of the performance of this Agreement. WAWA shall further hold the City and its elected and appointed officials, officers, agents, contractors, employees, successors, assigns, and

authorized representatives, harmless from and indemnify them against all claims, damages, liabilities or expenses arising from the City’s use, occupancy and presence on WAWA property, including, but not limited to, such claims, damages, liabilities or expenses (including, but not limited to, attorneys’ fees and court costs actually incurred) arising from bodily injury or death to persons or damage to property caused by or resulting from the negligence or wrongful conduct of WAWA, its officers, directors, employees, clients, program participants, guests, agents, contractors and invitees. WAWA further agrees that its hold harmless and indemnification obligations hereunder shall not be limited to the coverage limits or terms of the liability insurance carried by WAWA.

14. GENERAL TERMS

14.1 Notices. Any notices under this MOU shall be in writing and sent to the respective party at the addresses following this provision and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by email with a copy sent by another means specified in this Section; or (c) seven (7) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any party may change its address for communications by notice in accordance with this Section.

If to the City:

CITY OF ATLANTA
Office of the Mayor
55 Trinity Ave. S.W. Suite
Atlanta, Georgia 30303
Attn: Andre Dickens, Mayor

With a copy to:

CITY OF ATLANTA
Department of Law
55 Trinity Ave. S.W., Suite 5000
Atlanta, Georgia 30303
Attn: Nina R. Hickson, City Attorney

If to WAWA:

West Atlanta Watershed Alliance. Inc.
[Add Address for WAWA Here]

14.2 Governing Law. Except where specifically provided herein, this MOU is entered into and shall be governed by the laws and regulations of the State of Georgia. Any claims arising from this MOU shall be governed by the laws of the State of Georgia and venue shall be the state or superior court located in Fulton County, Georgia.

14.3 Waiver. Any waiver by the parties or failure to enforce their rights under this MOU shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this MOU, and this MOU shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this MOU will be binding on the City unless executed in writing by an authorized representative of the City

14.4 Assignment. Neither this MOU, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other party and any attempt to do so without such written consent shall be void *ab initio*.

14.5 Severability. If any provision of this MOU is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this MOU.

14.6 Further Assurances. Each party shall provide such further documents or instruments required by the other party as may be reasonably necessary to give effect to this MOU.

14.7 No Drafting Presumption. No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this MOU.

14.8 Survival. Any provision of this MOU which contemplates performance or observance subsequent to any termination or expiration of this MOU or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this MOU.

14.9 Third Party Beneficiaries. This MOU is not intended, expressly or implicitly, to confer on any other person any rights, benefits, remedies, obligations or liabilities.

14.10 Insurance Requirements. Subrecipient shall comply with the insurance requirements set forth on **Exhibit C**.

14.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this MOU are cumulative and are in addition to and not in lieu of any other remedies available under applicable law, in equity or otherwise.

14.12 Entire Agreement. The MOU, including all exhibits attached hereto, contains the entire agreement of the parties relating to the subject matter hereof and supersedes all previous communications, representations or agreements, oral or written, between the parties with respect to such subject matter. This MOU may only be amended or modified by a writing executed by each party's authorized representative.

[Remainder of Page Intentionally Blank, Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have authorized, executed, and entered into this MOU effective as of the date first written above.

CITY OF ATLANTA, a municipality organized under the laws of the State of Georgia

West Atlanta Watershed Alliance, Inc., a Georgia Domestic Non-profit Corp

By: _____
Andre Dickens, Mayor

By: _____

Name: _____

Title: _____

Attest: _____
Foris Webb III, Municipal Clerk

Approved as to form:

City Attorney

Attachment: Exhibit A - 10-21-2022 ARPA WAWA Donation Agreement Clean Draft (22-R-4606 : ARPA WAWA Donation)

Exhibit A
SERVICES

Urban Food Forest at the Outdoor Activity Center

1. Background and Purpose

a. Overview

The purpose of this donation is to provide, West Atlanta Watershed Alliance, Inc. (WAWA), with monetary support for the ongoing establishment of a second City of Atlanta public Food Forest at the Outdoor Activity Center. WAWA will be given a one-time payment of \$85,000.00 for this work

Multiple disruptions to our state, regional & local food chain have occurred due to the ongoing COVID-19 pandemic. Increased food transportation & labor costs, staffing disruptions, increased costs of food production, and increased inconsistency of access & variety of fresh, nutritious, affordable food have contributed to increased burdens for Atlanta households. Unfortunately, as Atlanta continues to be amongst the top US cities with the largest income inequality gaps, the COVID-19 pandemic is disproportionately affecting our most systemically underserved & under resourced communities; largely populated by Black, Indigenous, & other People Of Color (BIPOC), children, and seniors. There are daily situations where individuals are choosing whether to miss certain meals vs. address other household necessities.

Providing direct monetary support to WAWA for the ongoing establishment of the Food Forest at Outdoor Activity Center. WAWA is a City of Atlanta MOU Partner (15+ years), approved vendor, and non-profit organization that stewards the 26+acre Outdoor Activity Center. The Urban Food Forest at OAC is in [NPU-S](#), Southwest Atlanta in the Bush Mountain Community, near Oakland City. The OAC is in an area identified as lacking Fresh Food Access Points (currently there is no fresh food retail access), as well as by the USDA as a Low-Income, Low-Access (LILA). This exasperates the experienced increased food insecurity among many residents. There also is an increased strain on legacy residents due to intense neighborhood change and displacement due to rapidly rising housing costs, and other Equity Indicators. WAWA collaborates and engages with residents, businesses, active neighborhood associations like the Bush Mountain Community Organization, Oakland City Community Organization. Those constituents have a strong, intense desire for community led & City supported Fresh Food Access points, such as a food forest, more farms, more gardens, etc. and improved public space community sites; several of these elements as well as infrastructure currently exists at the OAC. WAWA is leading the establishment of Atlanta's 2nd Public Food Forest, the Urban Food Forest at the OAC. This 20+ acre site is increasing fresh food access & combatting food insecurity by increasing on-site community & farmer-led food production & distribution, education, outreach, and training that will be immediately impactful, as well as strengthen the long-term resiliency of surrounding community.

West Atlanta Watershed Alliance:

believes that a healthy environment equals a healthy community. Overall efforts are focused on growing a cleaner, greener, healthier, and more sustainable West

Atlanta. The West Atlanta Watershed Alliance, Inc. (WAWA) is a community-based non-profit organization whose mission is to improve the quality of life within the West Atlanta Watershed by protecting, preserving and restoring our community's natural resources. WAWA represents African American neighborhoods in Northwest and Southwest Atlanta that are most inundated with environmental stressors but are least represented at environmental decision-making tables.

WAWA has been successful in preserving over 400 acres of greenspace from development in Southwest Atlanta and raised over \$2 million dollars to do so (even before becoming a 501 c (3) organization). Through a MOU with the City of Atlanta Bureau of Parks, Recreation, and Cultural Affairs, WAWA now operates the Outdoor Activity Center (OAC), the 2nd Atlanta Public Community Food Forest, a 26+ acre urban forest preserves and nature center. At this site there is food being produced in community gardens, an urban micro-farm, and agroforestry in the old growth forest. Also on-site are community food delivery & distributions, intergenerational education activities, and community meeting spaces. WAWA is the steward of the nearby 135-acre Cascade Springs Nature Preserve and the 200-acre Lionel Hampton Beecher Park; all in Southwest Atlanta. Lastly, WAWA is a partner with the City of Atlanta on initiatives such as Urban Heat ATL, Sustainability Ambassadors, Climate Equity Working Group, Water Equity Working Group, and Solarize ATL.

West Atlanta Watershed Alliance will:

1. Work with city partners to facilitate conducting surveys to verify property boundaries and confirm total acreage of the parcels that make up the Outdoor Activity Center;
2. Increase food production and accessibility to local residents in and around the Bush Mountain community by developing the historic Atlanta Black Cracker Field, installing new infrastructure, utilizing appropriate technology, and through the development of a farm stand and CSA shares
3. Increase community engagement through hosting collective visioning and strategic planning sessions with partner organizations, legacy residents and other stakeholders
4. Educate & train youth and adults in environmentalism and climate-smart, regenerative agroforestry practices to strengthen pathways to careers and green business development

b. *The Need*

The United Nations' Committee on World Food Security defines food security as the means “that all people, at all times, have physical, social, and economic access to sufficient, safe, and nutritious food that meets their food preferences and dietary needs for an active and healthy life.” The USDA Economic Research Service defines food security as “access by all people at all times to enough food for an active, healthy life.”.

Furthermore,

- i. In Atlanta, Black residents are the largest population in USDA designated Low Income, Low Access (LILA) areas, and seniors (residents over 65) and children live in LILA areas at higher rates than non-LILA areas, which has important implications for equity and access
- ii. LILA areas near Midtown Atlanta saw the greatest increase in access to fresh food, while less dense areas in the south and west of the city saw far less gains in access to fresh food.
- iii. Relatively few LILA residents gained access to fresh food through supercenters, with a total of 11 supercenters serving residents in the city
- iv. Black, Indigenous, & other People Of Color (BIPOC) residents not only have fewer grocery stores or supermarkets in proximity compared to white residents, and often reported that the stores near them were not well-maintained and offered products of lower quality.
- v. Many people who have been most impacted by the pandemic were food insecure or at risk of food insecurity before COVID-19 and are facing greater hardship since COVID-19.

Stakeholders across the urban agriculture, food access & food systems fields agree that a multi-layered approach of investing in improved food access, food production, and strategic planning will reduce community vulnerability, and better prepare for the future local food system that is more equitable, community empowered, and public & private sector supported. These strategies can directly combat the effects of the COVID-19 pandemic, as well as post-pandemic and lead to increased local community resilience.

This program support demonstrates an “asset-based community development” approach on a public property that is a City of Atlanta Park, with an intention of place-keeping,

- vi. is investing in diverse and effective food security solutions that are responsive the needs and requests of residents in NPU-S, and
 - vii. is aligned with the values of the UAFS Team, Division of Sustainability & Resilience, and Office of Equity, Diversity, & Inclusion work.
 - viii. supports the City Goal of 85% of residents within 0.5 miles of fresh, affordable, nutritious food.
 - ix. aligns with the August 2020 Office of Resilience Food Access Memo Strategy, “Remove city-controlled barriers and incentivize fresh food access points for residents, Increase SNAP Locations and Enrollment, Expand the use of publicly-owned land for fresh food production...through the exploration of additional sites to develop urban food forests...”, and the City of Atlanta 2021 Fresh Food Access Report (FFAR),
 - x. aligns with legislation currently being drafted by Atlanta Department of City Planning, Office of Housing & Community Development (OHCD) that publicly acknowledges the OAC as the 2nd City Public Community Food Forest;
- c. *Urban Food Forest at the Outdoor Activity Center, WAWA, &UFFBM*

By witnessing & being a participant in the food access, education, food security, urban agriculture, and community building impact that is occurring via financial investment at the Urban Food Forest at Browns Mill (UFFBM), WAWA

plans to leverage those successes and at the OAC continue the practice of community science, documenting the qualitative, quantitative, and anecdotal data to show the impact it is having on various communities in SW Atlanta and beyond. This financial support of WAWA will help propel the Urban Food Forest at OAC in even more ways to realize increased food security & resilience of NPU-S and surrounding communities. Combined with the UFFBM, the Urban Food Forest @ OAC will geographically serve the southern portions of Atlanta & beyond creating the Southern Atlanta Food Forest Network. Other community-based organizations that have and continue to support the planning, design, implementation, programming and operations at the Urban Food Forest at OAC include The Office of Resilience, Department of City Planning, Office of Housing and Community Development, Department of Parks and Recreation, Bush Mountain Community Organization, Oakland City Community Organization, NPU-S, Patchwork City Farms, Eco-PARADIGM, Inc, Think Green Inc, Urban Sprout Farm, Atlanta Braves Foundation, Gangstas to Growers, HABESHA Inc., The Birth Abolitionist, Hands on Atlanta, the Atlanta Community Food Bank, Food Well Alliance, the Georgia Chapter of the National Women in Agriculture, Jesse Parker Williams Foundation, the USDA Forest Service.

2. Scope of Work

The scope of work outlined below indicates the basic activities and services the selected vendor will need to provide. All responses should detail how vendor will perform the scope of work.

Activities and services fall into categories, including (a) Property surveys, b) food production, (c) community engagement, and (d) education & trainings.

- a. *Property Surveys*
- b. *Food Production*
- c. *Community Engagement*
- d. *Education & Trainings*

WAWA will participate in a mid-year check-in, as well as complete an end of program year report will need to be submitted for review to the City of Atlanta. Any required ARPA reporting requirements will also be followed.

Minimum core data tracking and reporting requirements include:

- i. Staffing hours paid;
- ii. Infrastructure costs/spend;
- iii. Pounds of food produced.
- iv. Number of residents served through farm stand and CSA
- v. Number of people engaged through educational and training programs

- a. *Partnerships & Collaboration*

WAWA will achieve completion of this work in collaboration with other partners (e.g., Patchwork City Farms, EcoPARADIGM Atlanta, Georgia Chapter of the National Women in Agriculture)

3. Cost Proposal/Quote (estimated)

Property survey: (\$13,000)

Food Production/ Access (\$53,000)

Community Engagement: (\$4,000)

Education/ Training (\$15,000)

Exhibit B

FEDERAL REQUIRED ASSURANCES AND CERTIFICATIONS

This Exhibit B incorporates one or more federal clause by reference, with the same force and effect as if they were given in full text. Herein, WAWA shall be referred to as (“**SUBRECEPIENT**”) Subrecipient shall comply with all Applicable Law, including, but not limited to, the following Federal regulations, requirements, assurances and/or certifications and is responsible for understanding and complying with its obligations under same.

- A. General Program requirements: Sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) (“ARPA”) authorizing the Coronavirus Local Fiscal Recovery Fund (CLFRF) (referred to as “ARPA Funds”)
- B. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 C.F.R. Part 200 including, but not limited to, Subpart B, General provisions; Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards; Subpart D, Post Federal; Award Requirements; Subpart E, Cost Principles; and Subpart F, Audit Requirements, other than such provisions as U.S. Department of Treasury (“Treasury”) may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury.
- C. 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information.
- D. Compliance with applicable federal statutes relating to nondiscrimination, including but not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; (c) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, and the Department implementing regulations at 31 CFR part 23; and (e) Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28.
- E. Hatch Act, which restricts political activity by federally funded agencies and individuals.
- F. Requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25; the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- G. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.
- H. The Single Audit Act (31 U.S.C. 7501–7507) and the related provisions of the Uniform Guidance, 2 CFR 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.
- I. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- J. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- K. Statutory requirements for Whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
- L. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- M. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- N. Generally applicable federal environmental laws and regulations.
- O. *Changes in Laws and Regulation* - In the event an Applicable Law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall automatically supersede the Agreement's General Scope of Services and any attachments.

1. USE OF FUNDS

Subrecipient understands and agrees that the ARPA Funds disbursed under this Agreement may only be used in compliance with ARPA, Treasury's regulations implementing ARPA, and guidance issued by Treasury regarding the foregoing. By executing this Agreement, Subrecipient certifies that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Services in compliance with Applicable Laws. Subrecipient is responsible for ensuring funds are used for eligible purposes. It is the Subrecipient's responsibility to ensure all ARPA Funds disbursed pursuant to this Agreement are used in compliance with these requirements. Subrecipient must develop and implement policies and procedures, and record retention, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries. Subrecipients shall maintain procedures for obtaining information evidencing a given beneficiary's eligibility.

2. ELIGIBLE ACTIVITIES

Subrecipient shall use the ARPA Funds in this Agreement for the following eligible activities specified in ARPA and implemented in Treasury's [Interim Final Rule](#) and subsequent Final Rule.

- (i) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (ii) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (iii) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (iv) To make necessary investments in water, sewer, or broadband infrastructure.

Subrecipients may not use ARPA Funds received pursuant to this Agreement to deposit into any pension fund. Per 2 CFR 200.303, Subrecipient must develop and implement effective internal controls to ensure that its funding decisions under this Agreement constitute eligible uses of funds, and document determinations. Subrecipients should consult Section II of Treasury's [Interim Final Rule](#) for additional information on eligible uses of ARPA Funds.

3. FINANCIAL RECORDS MAINTENANCE AND ACCESS

Subrecipients shall maintain complete and accurate financial books, records and accounts to support and document its performance under ARPA by Subrecipient and its subgrant recipients, contractors, including Subrecipient Personnel, Service Provider's Key Subcontractor and any sub-subcontractor, and applicants that received transfers of ARPA Payments, and any other records deemed necessary by the City and Treasury in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient shall keep, at no additional cost to the Recipient, in a reasonably accessible location, all Subrecipient's financial records and supporting documents related to this Agreement for a minimum period of five (5) years after the final ARPA Payment is made to Subrecipient. These financial records include those which demonstrate the ARPA Funds were used for eligible purposes in accordance with ARPA's and Treasury's regulations implementing those sections, and Treasury's guidance on eligible uses of funds.

Subrecipient shall, as often as deemed necessary by the City, Treasury, Treasury Office of the Inspector General of the United States ("OIG"), Government Accountability Office ("GAO"), or the Pandemic Relief Accountability Committee ("PRAC"), permit the City, Treasury, OIG, GAO, and PRAC or any of their duly authorized representatives to have full access to and the right to examine any and all pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement and use of ARPA Funds. The City, Treasury OIG and the GAO, or their authorized representatives,

have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

In the interest of clarity, Subrecipient financial records shall include, but are not limited to the following:

- Records providing a full description of each activity undertaken;
- Records required to determine the eligibility of activities;
- Financial records as required by 2 CFR Part 200 and 24 CFR 84.21-28;
- Receipts of purchases made related to eligible activities under ARPA;
- Contracts and subcontracts entered into using ARPA Payments and all documents related to such contracts;
- Grant agreements and grant subaward agreements entered into using ARPA Payments and all documents related to such awards;
- All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- All internal and external email/electronic communications related to use of ARPA Payments; and
- And any all other relevant financial correspondence.

4. REPORTING

Subrecipient shall comply with all reporting requirements in this Agreement and with all applicable reporting requirements and obligations established by the City, Treasury, including the Treasury OIG, and Applicable Law. Subrecipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed. The Subrecipient shall prepare and submit not less than monthly, a report of financial and performance activity to the City and shall maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. All costs for which reimbursement is requested under this Agreement shall be in accordance with the reporting requirements and obligation established by Treasury and 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, including 2 CFR 230 to ensure completion and timely submission of all mandatory performance and/or compliance reporting.

5. EVALUATION, MONITORING, AND ONGOING INSPECTION AND AUDIT RIGHTS

The Subrecipient agrees that the City of Atlanta may carry out monitoring, evaluation and auditing activities as deemed necessary by Treasury and its Office of Inspector General or their duly authorized representatives and the City. Subrecipient shall comply with all applicable monitoring and management requirements set forth in 2 CFR 200.331 – 200.333. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, Treasury, OIG, PRAC, GAO, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary by each or any one of them, to audit, examine, and make excerpts or transcripts of all relevant data to ensure compliance with monitoring and compliance requirements.

6. AUDIT REQUIREMENTS

If Subrecipient expends \$750,000 or more in combined federal assistance, it agrees to obtain an audit conducted in accordance with *2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The Subrecipient must submit their Single Audit to the Federal Audit Clearinghouse (FAC) and the City. When submitting the Single Audit to the City Subrecipient must include their submission confirmation from the Federal Audit Clearinghouse. The Subrecipient shall maintain adequate records in such a manner that they may be audited at any time during the Agreement period and five (5) years after termination of this Agreement. All subcontractors secure an annual program audit including all funds provided in this Agreement. The expiration or shall termination of this Agreement shall in no way relieve the Subrecipient of the audit requirements set forth herein. Subrecipient shall comply with all applicable requirements of 2 CFR Part 200 Subpart F.

- (1) If Subrecipient expends less than \$750,000 in combined federal assistance, it agrees to conduct the following in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award as stated in

regulations:

- Prepare financial statements that reflect its financial position, results of operations or changes in net assets, and where appropriate, cash flows for the fiscal year audited. The financial statements must be for the same organizational unit and fiscal year that is chosen to meet the requirements of this part.

If an audit, litigation, or other action involving the Subrecipient Records starts before the end of the appropriate retention period, the Subrecipient Records should be maintained until the end of the appropriate retention period or until the audit, litigation, or other action is completed, whichever is later.

7. COMPLIANCE WITH REQUIREMENTS

Subrecipient must comply with Applicable Law, other applicable Federal statutes, regulations, and Executive orders, ARPA, Treasury's Interim Final Rule and Final Rule, City codes and regulations, and any interpretive guidance Treasury. Subrecipient should and should encourage its subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicle pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997). Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Subrecipient should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers. If Subrecipient uses ARPA Funds to purchase any device that connects to the internet, the Subrecipient must be compliant with the Child Internet Protection ACT.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

8. CONFLICT OF INTEREST

Subrecipient agrees that it will maintain in effect a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this Agreement. Subrecipients shall disclose in writing to the City, as appropriate, any potential conflict of interest affecting this Agreement in accordance with 2 C.F.R. § 200.112.

9. PROCUREMENT STANDARDS

The Subrecipient shall be responsible for following and complying with the standards and guidelines for the procurement of supplies, equipment, construction and services set forth in the 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, governing procurement practices for projects utilizing federal funds. When procuring property and services under a Federal award, Subrecipients must use their own documented procurement procedures, provided that these procurements conform to applicable Federal law and the standards identified at 2 CFR 200. The Subrecipient shall not use competitive negotiation or non-competitive negotiation procedures without the prior written consent of the City. The Subrecipient must submit its procurement policies for the City's review and approval to ensure that the process adheres to Treasury mandates. All records of adherence of this federal mandate must be maintained and available for the City, Treasury, or the Office of the Inspector General or any of their duly authorized representatives to review.

Consultant services provided under an independent agreement or relationship are governed by Procurement Standards of the 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and as agreed to by the City. Consultants shall receive no more than a reasonable rate of compensation.

10. FALSE STATEMENTS AND MISREPRESENTATIONS

Subrecipient understands that making false statements or claims in connection with the award of ARPA Funds under this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participation

federal awards or contracts, and/or any other remedy available by Applicable Law. Subrecipients shall comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of subrecipients, contractors, and subcontractors pertaining to the Services to be performed under this Agreement.

11. PUBLICITY AND PUBLICATIONS

In any written publications (i.e. newsletters, annual reports, news articles) where sources of funding/supporters of the ARPA Program are listed and/or named, the Subrecipient must identify the City of Atlanta as a sponsoring agency. Funds must also be identified as coming from the Treasury through the federal program. Any publications produced with ARPA Funds or of projects produced with ARPA Funds (in whole or in part) must display the following language:

“This projected [is being] [was] supported, in whole or in part, by a federal award awarded to the CITY OF ATLANTA by the U.S. Department of Treasury”

12. WRITTEN PROCEDURES

Subrecipient will establish and maintain written operating procedures covering program operations, accounting, procurement practices, and internal controls in accordance with 2 CFR 200.303. These procedures should be sufficiently specific as to how policies are/will be formulated, actions to be performed to carry out adopted policies and procedures, and the designation of staff responsibilities in these areas. Subrecipient shall calculate, document, and record its Program income, and implement written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for Program income calculations, and records. These written policies should be distributed/available to appropriate staff and should be available for review during City or Treasury monitoring visits. Procedures to be covered include, but are not limited to, the following areas:

- A. Internal controls mean a process implemented to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations, (b) Reliability of reporting for internal and external use, and (c) Compliance with applicable laws and regulations.
 1. The internal controls are in compliance with guidance in the Standards for Internal Control in the Federal Government (the Green Book) issued by the Comptroller General of the United States and the Internal Control Integrated Framework, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and are designed to provide effective and efficient operations and reasonable assurance that the following objectives are achieved.
- B. Personnel policies as mandated by 2 CFR 200.430 and FAR 2 CFR 31.205-6, including employment rights, hiring practices, time and attendance records, policies regarding non-discrimination, health benefits, personal activity reports, and grievance procedures.
- C. Job descriptions of all personnel directly involved with this Agreement, whether or not that position is funded under this Agreement.
- D. Intake and service policies and procedures, including the forms to be used for these activities.
- E. Managerial responsibilities, including reports required under this Agreement, an annual program audit, and property management inventories (for items purchased under this Agreement exceeding \$5,000).
- F. Program review procedures which describe on-going actions to continually review and upgrade program operations.
- G. Data Breach and confidentiality policies.
- H. Affirmatively Furthering Fair Housing (AFFH) Plan/Policy.
- I. Grievances/Complaints.
- J. Equipment, Material and Supplies Inventory.
- K. Procurement.

13. CONTINUING OBLIGATIONS UNTIL CLOSE-OUT

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of the ARPA Program assets (including the return of all unused materials, equipment, uns

cash advances, ARPA Program income balances, and accounts receivable to the City), and transfer of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA Funds, including any ARPA Program income.

14. EQUIPMENT AND REAL PROPERTY MANAGEMENT

Any purchase of equipment or real property with ARPA Funds pursuant to this Agreement must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using ARPA Funds shall vest in the City. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

15. RESTRICTIONS ON LOBBYING; FILING CERTIFICATION AND DISCLOSURE FORMS

Subrecipient shall not use any funds paid under this Agreement, directly or indirectly, for any political activity, whatsoever or to influence any public official or employee. Subrecipient shall comply with the restrictions on lobbying stated in 2 CFR 200.450 and 24 CFR Part 87. Subrecipient shall sign and return to the City the Certification Regarding Lobbying attached under Exhibit B.

16. ADDITIONAL RESTRICTIONS ON FUNDS

Subrecipient shall use proceeds of this Agreement only for the purposes stated in this Agreement, as described in the Description of Project, and strictly in compliance with all applicable laws, rules and regulations. ARPA Funds shall not be used for any religious purposes, which prohibition is further described in 24 CFR §§ 5.109 and 574.300(c). Grant funds may not be used for research and development (R&D). Neither this Agreement, nor the underlying Grant, is for R&D as defined at 2 CFR 200.87. Subrecipient agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442). If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by City to City. The City may also recover the amount to be repaid, or any part thereof, by deductions from any ARPA Funds which were to be paid to Subrecipient.

Subrecipients must not use funds for the following purposes: unallowable expenses as defined in 2 CFR 200 Subpart E - Cost Principles; overlapping project costs with any other pending or approved application(s) for federal funding and/or approved federal awards; competitive regranting; pre-award costs prior to March 15, 2021; travel (both foreign and domestic); support of specific public policies or legislation; lobbying; and any activity that falls outside of eligible activities specified in the ARPA and implemented in Treasury's Interim Final Rule or any Final Rule.

17. APPLICABILITY OF AGREEMENT CONDITIONS

The Subrecipient shall include or cause to be included in each subcontract covering any of the work covered by this Agreement, the provisions and conditions of this Agreement, and a clause requiring its subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made. The Subrecipient is fully responsible for ensuring compliance. Subrecipient agrees to comply with all other Applicable Laws, Treasury interpretive guidance, and applicable statutes, regulations, and executive orders. Subrecipient shall provide for such compliance in any agreements it enters into with other parties relating to this Agreement.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

West Atlanta Watershed Alliance, Inc.

Name and Title of Authorized Representative

Signature

Date

Attachment: Exhibit A - 10-21-2022 ARPA WAWA Donation Agreement Clean Draft (22-R-4606 : ARPA WAWA Donation)

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

In order to comply with the Federal Funding Accountability and Transparency Act (FFATA) the City of Atlanta must report award information for all recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Please complete Section 1 (Award information); Section 2 (Compensation); if applicable, Table 1 (Names/Salary) and Section 3 (Certification).

Section 1 Award Information

Agency Name	
City	
Zip + 4 (required)	
*Is this address a confidential location?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Nine-digit DUNS Number	

Section 2 Compensation

In certain instances FFATA requires information be collected pertaining to executive compensation. The names and salaries of the five highest paid executives must be provided if the answer is yes to each of these three criteria:

1. More than 80% of organization annual gross revenues are federal funds.
Yes No If yes, proceed to question 2. If no, stop, proceed to Section 3.
2. Federal fund revenue exceeds twenty five million dollars.
Yes No If yes, proceed to question 3. If no, stop, proceed to Section 3.
3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (if other please indicate: _____)
Yes No If yes complete Table 1. If no, stop, proceed to Section 3.

Table 1. Names and salary of your organization’s top five executives (by salary)

Attachment: Exhibit A - 10-21-2022 ARPA WAWA Donation Agreement Clean Draft (22-R-4606 : ARPA WAWA Donation)

	First and Last Name	Title	Annual Salary
1			
2			
3			
4			
5			

Section 3 Certification

I certify that the above information is true and accurate.

Authorized official signature

Date

Chief Financial Officer

Authorized official printed name

Title

Attachment: Exhibit A - 10-21-2022 ARPA WAWA Donation Agreement Clean Draft (22-R-4606 : ARPA WAWA Donation)

Exhibit C
INSURANCE REQUIREMENTS

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit C and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Exhibit C, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Exhibit C and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Exhibit C and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit C must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Exhibit C and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Exhibit C and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Exhibit C and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

4. Insurance Required for Duration of Agreement

All insurance and bonds required by this Exhibit C must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

5. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Exhibit C that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Email: RiskCOI@AtlantaGa.Gov

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

6. Electronic Submission of Proof of Insurance Required Upon Renewal

Proof of current insurance coverage is required upon each insurance renewal term. Sixty days prior to your Certificate of Insurance expiration, you will receive an automated email (to the contact email you provided to the City of Atlanta

Department of Procurement) from notifications@origamirisk.com which contains a personalized link that will be used to upload your proof of insurance documents. Per your contract, it is required that you upload your proof of insurance prior to the expiration date of your insurance coverage. Please contact your contract specialist with the Department of Procurement should you have any questions or need any further assistance regarding this requirement.

7. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

8. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite 9100, Atlanta, Georgia 30303.**

9. Memorandum Name on Certificate of Insurance

The Memorandum Name must be referenced in the description section of the insurance certificate.

10. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Exhibit C and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Exhibit C. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

11. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all Subcontractor/Consultants/Subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

12. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.

Workers' Compensation.	Statutory
Employer's Liability:	
Bodily Injury by Accident/Disease	\$1,000,000.00 each accident
Bodily Injury by Accident/Disease	\$1,000,000.00 each employee
Bodily Injury by Accident/Disease	\$1,000,000.00 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000.00 per occurrence subject to a \$2,000,000.00 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/Subcontractor/Consultants
- Products – Completed Operations
- Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000.00** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles

Attachment: Exhibit A - 10-21-2022 ARPA WAWA Donation Agreement Clean Draft (22-R-4606 : ARPA WAWA Donation)

- Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Exhibit C.

E. Network Security and Privacy Policy or Equivalent

Contractor/Consultant shall procure and maintain a Network Privacy and Security Policy in an amount not less than **\$2,000,000.00**, covering at a minimum:

- Damages arising from a failure of computer security, or a wrongful release of Private information
- Cost to notify consumers of a release of private information and to provide Credit-monitoring or other remediation services in the event of a covered Incident

A copy of the endorsement naming the City of Atlanta as an Additional Insured must be submitted along with the certificate of insurance.

F. Primary and Non-Contributory

Contractor/Consultant coverage shall be Primary and Non-Contributory where permissible.

G. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER		CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS: mfridenmaker@sspins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A :	
INSURED		THECOMM-00	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1548942434

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y				EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Cyber Liability Retention: \$25,000						\$2,000,000 \$2,000,000	Per Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an additional insured on the General Liability policy as per attached form CG7300 0119.

Waiver of Subrogation is included in favor of Certificate Holder for General Liability as per attached form CG7300 0119.

CERTIFICATE HOLDER

CANCELLATION

Attachment: Exhibit A - 10-21-2022 ARPA WAWA Donation Agreement Clean Draft (22-R-4606 : ARPA WAWA Donation)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of Atlanta

Enterprise Risk Management
68 Mitchell Street

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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Attachment: Exhibit A - 10-21-2022 ARPA WAWA Donation Agreement Clean Draft (22-R-4606 : ARPA WAWA Donation)

ElitePac® General Liability Extension Endorsement

J.21.b

COMMERCIAL GENERAL LIABILITY
(1) CG 73 00 01 19

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

(2) DESCRIPTION

PAGE FOUND

Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract	Page 5
<ul style="list-style-type: none">• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)• Lessors of Leased Equipment• Managers or Lessors of Premises• Mortgagees, Assignees and Receivers• Any Other person or organization other than a joint venture• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

Attachment: Exhibit A - 10-21-2022 ARPA WAWA Donation Agreement Clean Draft (22-R-4606 : ARPA WAWA Donation)

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Attachment: Exhibit A - 10-21-2022 ARPA WAWA Donation Agreement Clean Draft (22-R-4606 : ARPA WAWA Donation)

ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY

CG 73 00 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:COMMERCIAL

GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if **(a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

(3) SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

(4) Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

(5) Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a)** Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

(6) Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

Attachment: Exhibit A - 10-21-2022 ARPA WAWA Donation Agreement Clean Draft (22-R-4606 : ARPA WAWA Donation)

- B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to your temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

- C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

(7) Electronic Data Liability

- A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

- p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

(8) SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

(9) Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

- a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

(10) Product Amendment

Exclusion f. **Products-Completed Operations Hazard** (11) under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

- f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

(12) SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

(13) Expenses For Bail Bonds And Loss Of Earnings

- A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

(14) SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

(15) Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

(16) Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II - WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

(17) Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

A. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1.,above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2. through 4., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

(18) Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provisions set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;

- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

(19) Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

**(20) SECTION IV - COMMERCIAL GENERAL LIABILITY
(21) CONDITIONS - Amendments**

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;

Attachment: Exhibit A - 10-21-2022 ARPA WAWA Donation Agreement Clean Draft (22-R-4606 : ARPA WAWA Donation)

3. An “executive officer” or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

(22) Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insur- ance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (23) The additional insured is a Named Insured under such other insurance; and
- (24) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(25) Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

(26) Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for “bodily injury” or “property damage” arising out of your ongoing operations or “your work” done under a written contract or written agreement and included in the “products-completed operations hazard”, if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an “insured contract”.

The section above only applies to that person or organization identified above, and only if the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract or written agreement.

(27) Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

(28) Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or “suit” give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

(29) SECTION V - DEFINITIONS

(30) Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. “Personal and advertising injury”:

“Personal and advertising injury” also means “discrimination” that results in injury to the feelings or reputation of a natural person, however only if such “discrimination” or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or

b. Anyone considered an insured under **(31)SECTION II - WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V - DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

(32)Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

(33)Employee Amendment

Definition 5. "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

(34)Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

(35)Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

(36)Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

**CITY COUNCIL
ATLANTA, GEORGIA**

J.22

22-R-4607

******A RESOLUTION BY COUNCILMEMBERS JASON DOZIER, AMIR FAROKHI, BYRON D. AMOS, LILIANA BAKHTIARI, ALEX WAN, HOWARD SHOOK, MARY NORWOOD, DUSTIN HILLIS, ANDREA L. BOONE, MARCI COLLIER OVERSTREET, ANTONIO LEWIS, MICHAEL JULIAN BOND, MATT WESTMORELAND AND KEISHA SEAN WAITES REQUESTING THAT THE CITY OF ATLANTA DEVELOP A STRATEGY TO MARKET AFFORDABLE HOUSING PROJECTS TO ALL QUALIFYING CITY EMPLOYEES; AND FOR OTHER PURPOSES.(THIS LEGISLATION IS A DUAL REFERRED ITEM AND WILL BE FORWARDED TO FINANCE/EXECUTIVE COMMITTEE PENDING A COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE RECOMMENDATION)**

WHEREAS, the city of Atlanta has and values its diverse and skilled workforce that is critical to the services the city provides to its residents and all those who frequent and visit our city; and

WHEREAS, many city employees are city residents, including long-time, legacy residents, as well as newer residents and those seeking to live within the city limits; and

WHEREAS, as housing prices increase, we know our city employees living in the city are impacted with increasing housing costs making it difficult to continue to afford to live within the city or find a place to rent or purchase; and

WHEREAS, the city has a history of programs that are focused on providing additional incentives and benefits for our employees, and knowing that housing impacts every aspect of a person or family's well-being, adding affordable housing programs that are actively marketed fits within employee wellness and support; and

WHEREAS, it is well-researched and proven that a workforce that has the ability to be able to reduce their commute to work has a better quality of life, which in turn impacts workplace productivity and longevity; and

WHEREAS, the Administration and City Council has already made clear their commitment towards expanding affordable housing and access and related policy, including creating the Affordable Housing Fund; and

WHEREAS, the City of Atlanta is partnering with public agencies to advance development and affordable housing on city-owned properties in Downtown Atlanta including 2 Peachtree Street, 184 Forsyth Street, 143 Alabama Street, and 104 Trinity Street; and

WHEREAS, due to existing pay and benefits packages, many city employees qualify for myriad affordable housing programs; and

WHEREAS, sister jurisdictions, including Atlanta Public Schools, have leveraged their own properties for affordable housing marketed towards and provided to staff including the Teachers Village at 98 Cone Street; and

WHEREAS, Invest Atlanta, the city's development authority, has some existing programs that are available to employees, but there are other affordable housing projects that city employees need to have actively marketed to them so that all affordable housing options are readily available to our critical city workforce that we highly value.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Department of Human Resources provide a strategy to actively market affordable housing opportunities throughout the city to all eligible active city employees.

BE IT FURTHER RESOLVED, that a report on this strategy be provided to both the Finance/Executive Committee and Community Development/Human Services Committee before May 31, 2023.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict are hereby waived.

CITY COUNCIL
ATLANTA, GEORGIA

22-R-4607

SPONSOR SIGNATURES


Jason Cozier, Councilmember, District 4


Amir R Farokhi, Councilmember, District 2


Alex Wan, Councilmember, District 6


Andrea L. Boone, Councilmember, District 10

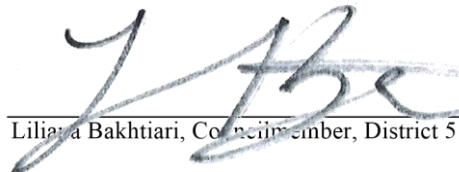

Antonio Lewis, Councilmember, District 12


Byron D. Amos, Councilmember, District 3

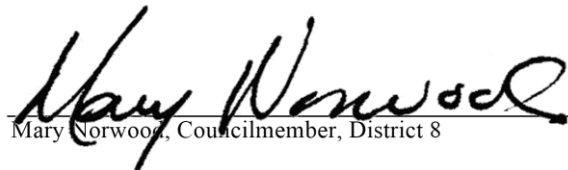

Duncan Hays, Councilmember, District 9


Howard Shook, Councilmember, District 7

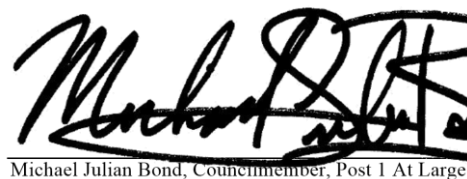

Kisha Sean Waites, Councilmember, Post 3 At Large


Liliya Bakhtiari, Councilmember, District 5


March Collier Overstreet, Councilmember, District 11


Mary Norwood, Councilmember, District 8


Matt Westmoreland, Councilmember, Post 2 At Large


Michael Julian Bond, Councilmember, Post 1 At Large

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4607

******A RESOLUTION BY COUNCILMEMBERS JASON DOZIER, AMIR FAROKHI, BYRON D. AMOS, LILIANA BAKHTIARI, ALEX WAN, HOWARD SHOOK, MARY NORWOOD, DUSTIN HILLIS, ANDREA L. BOONE, MARCI COLLIER OVERSTREET, ANTONIO LEWIS, MICHAEL JULIAN BOND, MATT WESTMORELAND AND KEISHA SEAN WAITES REQUESTING THAT THE CITY OF ATLANTA DEVELOP A STRATEGY TO MARKET AFFORDABLE HOUSING PROJECTS TO ALL QUALIFYING CITY EMPLOYEES; AND FOR OTHER PURPOSES.(THIS LEGISLATION IS A DUAL REFERRED ITEM AND WILL BE FORWARDED TO FINANCE/EXECUTIVE COMMITTEE PENDING A COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE RECOMMENDATION)**

Workflow List:

Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Finance/Executive Committee	Pending	11/16/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

HISTORY:

11/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AND FINANCE/EXECUTIVE COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/15/2022 1:30 PM
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22-R-4607

****A RESOLUTION BY COUNCILMEMBERS JASON DOZIER, AMIR FAROKHI, BYRON D. AMOS, LILIANA BAKHTIARI, ALEX WAN, HOWARD SHOOK, MARY NORWOOD, DUSTIN HILLIS, ANDREA L. BOONE, MARCI COLLIER OVERSTREET, ANTONIO LEWIS, MICHAEL JULIAN BOND, MATT WESTMORELAND AND KEISHA SEAN WAITES REQUESTING THAT THE CITY OF ATLANTA DEVELOP A STRATEGY TO MARKET AFFORDABLE HOUSING PROJECTS TO ALL QUALIFYING CITY EMPLOYEES; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

A RESOLUTION BY COUNCILMEMBER JASON DOZIER REQUESTING THAT THE CITY OF ATLANTA DEVELOP A STRATEGY TO MARKET AFFORDABLE HOUSING PROJECTS TO ALL QUALIFYING CITY EMPLOYEES; AND FOR OTHER PURPOSES.

WHEREAS, the city of Atlanta has and values its diverse and skilled workforce that is critical to the services the city provides to its residents and all those who frequent and visit our city; and

WHEREAS, many city employees are city residents, including long-time, legacy residents, as well as newer residents and those seeking to live within the city limits; and

WHEREAS, as housing prices increase, we know our city employees living in the city are impacted with increasing housing costs making it difficult to continue to afford to live within the city or find a place to rent or purchase; and

WHEREAS, the city has a history of programs that are focused on providing additional incentives and benefits for our employees, and knowing that housing impacts every aspect of a person or family's well-being, adding affordable housing programs that are actively marketed fits within employee wellness and support; and

WHEREAS, it is well-researched and proven that a workforce that has the ability to be able to reduce their commute to work has a better quality of life, which in turn impacts workplace productivity and longevity; and

WHEREAS, the Administration and City Council has already made clear their commitment towards expanding affordable housing and access and related policy, including creating the Affordable Housing Fund; and

WHEREAS, the City of Atlanta is partnering with public agencies to advance development and affordable housing on city-owned properties in Downtown Atlanta including 2 Peachtree Street, 184 Forsyth Street, 143 Alabama Street, and 104 Trinity Street; and

WHEREAS, due to existing pay and benefits packages, many city employees qualify for myriad affordable housing programs; and

WHEREAS, sister jurisdictions, including Atlanta Public Schools, have leveraged their own properties for affordable housing marketed towards and provided to staff including the Teachers Village at 98 Cone Street; and

WHEREAS, Invest Atlanta, the city's development authority, has some existing programs that are available to employees, but there are other affordable housing projects that city employees need to have actively marketed to them so that all affordable housing options are readily available to our critical city workforce that we highly value.

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Byron Amos *Manch...* *De...*

WAITES

Attachment: #41_31425 (22-R-4607 : Affordable Housing Projects for Qualifying City Employees)

CDHS + FE

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA,

SECTION 1. That the Department of Human Resources provide a strategy to actively market affordable housing opportunities throughout the city to all eligible active city employees.

SECTION 2. That a report on this strategy be provided to both the Finance / Executive Committee and Community Development/Human Services Committee before May 31, 2023.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict are hereby rescinded

Attachment: #41_31425 (22-R-4607 : Affordable Housing Projects for Qualifying City Employees)

22-R-4617

******A RESOLUTION BY COUNCILMEMBERS LILIANA BAKHTIARI, JASON DOZIER, MATT WESTMORELAND, ANDREA L. BOONE, ANTONIO LEWIS, JASON WINSTON, AMIR FAROKHI, MICHAEL JULIAN BOND, ALEX WAN, KEISHA SEAN WAITES, BRYON D. AMOS, HOWARD SHOOK AND DUSTIN HILLIS REQUESTING THAT A PROVISION BE INCLUDED IN THE FUNDING AGREEMENT FOR ANY RESIDENTIAL HOUSING DEVELOPMENT RECEIVING FINANCIAL INCENTIVES FROM THE CITY OF ATLANTA, PURSUANT TO WHICH HOUSING UNITS WOULD BE MADE AVAILABLE TO HOUSEHOLDS UTILIZING HOUSING CHOICE VOUCHERS AS A SOURCE OF INCOME, UNLESS THE PROJECT OTHERWISE RECEIVES RENTAL SUBSIDIES FROM THE ATLANTA HOUSING AUTHORITY D/B/A ATLANTA HOUSING; REQUESTING THAT THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA, ATLANTA BELTLINE, INC., THE FULTON COUNTY DEVELOPMENT AUTHORITY, AND THE METRO ATLANTA RAPID TRANSIT AUTHORITY (MARTA), ADOPT POLICIES REQUIRING THAT A PROVISION BE INCLUDED IN THE FUNDING AGREEMENTS FOR ANY RESIDENTIAL HOUSING DEVELOPMENTS RECEIVING FINANCIAL INCENTIVES THEREFROM, PURSUANT TO WHICH HOUSING UNITS WOULD BE MADE AVAILABLE TO HOUSEHOLDS UTILIZING HOUSING CHOICE VOUCHERS AS A SOURCE OF INCOME, UNLESS THE PROJECT OTHERWISE RECEIVES RENTAL SUBSIDY FROM THE ATLANTA HOUSING AUTHORITY D/B/A ATLANTA HOUSING; AND FOR OTHER PURPOSES.(THIS LEGISLATION IS A DUAL REFERRED ITEM AND WILL BE FORWARDED TO FINANCE/EXECUTIVE COMMITTEE PENDING A COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE RECOMMENDATION)**

WHEREAS, the City of Atlanta is facing an unprecedented crisis in housing affordability, underscored by the Federal Reserve Bank of Atlanta designation of Atlanta's housing market as largely unaffordable to low- and moderate-income families; and

WHEREAS, more than half of renters in the City of Atlanta pay more than 30% of their income towards housing; and

WHEREAS, in an effort to ameliorate the crisis, Mayor Dickens has taken bold steps to create and preserve affordable housing in the City; and

WHEREAS, the Housing Choice Voucher program has helped low-income families and individuals afford suitable housing since its inception in 1974, and ensures that low-income renters pay no more than 30% of their income towards housing; and

WHEREAS, the Atlanta Housing Authority d/b/a Atlanta Housing has a substantial waiting list of 20,000+ families and individuals who are in need of housing assistance using Housing Choice Vouchers, and despite AH's efforts of extending the regulated vouchers timelines and offering landlord incentives, there remains a shortage of available units to rent in the City of Atlanta for families; and

WHEREAS, Atlanta Housing reported that from July 1, 2020 through July 30, 2021, families continued to have difficulty securing affordable units and some 496 vouchers expired before families could find housing that would accept Housing Choice Vouchers as payment for rent; and

WHEREAS, state law preempts the City of Atlanta from requiring the acceptance of Housing Choice Vouchers by landlords, See O.C.G.A. 44-7-1, et seq.; and

WHEREAS, it is the desire of the City of Atlanta to request that a provision be included in the funding agreement for any residential housing development receiving financial incentives from the City of Atlanta pursuant to which housing units would be made available to households utilizing Housing Choice Vouchers as a source of income, unless the project otherwise receives rental subsidy from Atlanta Housing; and

WHEREAS, it is also the desire of the City of Atlanta to request that the Atlanta Development Authority d/b/a Invest Atlanta, Atlanta Beltline, Inc., the Fulton County Development Authority, and the Metro Atlanta Rapid Transit Authority (MARTA) adopt policies requiring that a provision be included in the funding agreements for any residential housing developments receiving financial incentives therefrom pursuant to which housing units would be made available to households utilizing housing choice vouchers as a source of income, unless the project otherwise receives rental subsidies from Atlanta Housing.

WHEREAS, the financial incentives subject to these requests shall include, but shall not be limited to Tax Exempt Bond Financing, Housing Opportunity Bond Financing, Tax Allocation District Financing, grant funding, loans, and lease-purchased bonds or similar property tax incentives.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the City of Atlanta hereby requests that a provision be included in the funding agreement for any residential housing development receiving financial incentives from the City of Atlanta pursuant to which housing units would be made available to households utilizing Housing Choice Vouchers as a source of income, unless the project otherwise receives rental subsidy from the Atlanta Housing Authority d/b/a Atlanta Housing.

BE IT FURTHER RESOLVED, that the City of Atlanta hereby requests that the Atlanta Development Authority d/b/a Invest Atlanta, Atlanta Beltline, Inc., the Fulton County Development Authority, and the Metro Atlanta Rapid Transit Authority (MARTA) adopt policies requiring that a provision be included in the funding agreements for any residential housing developments receiving financial incentives therefrom, pursuant to which housing units would be made available to households utilizing housing choice vouchers as a source of income, unless the project otherwise receives rental subsidies from Atlanta Housing.


BE IT FINALLY RESOLVED, that the financial incentives subject to these requests, shall include, but shall not be limited to Tax Exempt Bond Financing, Housing Opportunity Bond Financing, Tax Allocation District Financing, subsidized ground leases, grant funding, loans, and lease-purchased bonds or similar property tax incentives.

CITY COUNCIL
ATLANTA, GEORGIA

22-R-4617

SPONSOR SIGNATURES



Liliya Bakhtiari, Councilmember, District 5

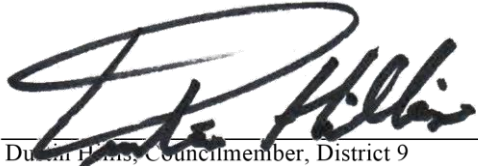

Jason Cozier, Councilmember, District 4


Matt Westmorland, Councilmember, Post 2 At Large


Amir R Firokhi, Councilmember, District 2


Alex Wan, Councilmember, District 6


Andrea C. Boone, Councilmember, District 10


Duane Hays, Councilmember, District 9


Byron D Amos, Councilmember, District 3


Jason H Winston, Councilmember, District 1


Krisha Sean Waites, Councilmember, Post 3 At Large


Michael Julian Bond, Councilmember, Post 1 At Large

CITY COUNCIL
ATLANTA, GEORGIA

22-R-4617

****A RESOLUTION BY COUNCILMEMBERS LILIANA BAKHTIARI, JASON DOZIER, MATT WESTMORELAND, ANDREA L. BOONE, ANTONIO LEWIS, JASON WINSTON, AMIR FAROKHI, MICHAEL JULIAN BOND, ALEX WAN, KEISHA SEAN WAITES, BRYON D. AMOS, HOWARD SHOOK AND DUSTIN HILLIS REQUESTING THAT A PROVISION BE INCLUDED IN THE FUNDING AGREEMENT FOR ANY RESIDENTIAL HOUSING DEVELOPMENT RECEIVING FINANCIAL INCENTIVES FROM THE CITY OF ATLANTA, PURSUANT TO WHICH HOUSING UNITS WOULD BE MADE AVAILABLE TO HOUSEHOLDS UTILIZING HOUSING CHOICE VOUCHERS AS A SOURCE OF INCOME, UNLESS THE PROJECT OTHERWISE RECEIVES RENTAL SUBSIDIES FROM THE ATLANTA HOUSING AUTHORITY D/B/A ATLANTA HOUSING; REQUESTING THAT THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA, ATLANTA BELTLINE, INC., THE FULTON COUNTY DEVELOPMENT AUTHORITY, AND THE METRO ATLANTA RAPID TRANSIT AUTHORITY (MARTA), ADOPT POLICIES REQUIRING THAT A PROVISION BE INCLUDED IN THE FUNDING AGREEMENTS FOR ANY RESIDENTIAL HOUSING DEVELOPMENTS RECEIVING FINANCIAL INCENTIVES THEREFROM, PURSUANT TO WHICH HOUSING UNITS WOULD BE MADE AVAILABLE TO HOUSEHOLDS UTILIZING HOUSING CHOICE VOUCHERS AS A SOURCE OF INCOME, UNLESS THE PROJECT OTHERWISE RECEIVES RENTAL SUBSIDY FROM THE ATLANTA HOUSING AUTHORITY D/B/A ATLANTA HOUSING; AND FOR OTHER PURPOSES.(THIS LEGISLATION IS A DUAL REFERRED ITEM AND WILL BE FORWARDED TO FINANCE/EXECUTIVE COMMITTEE PENDING A COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE RECOMMENDATION)

Workflow List:

Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Finance/Executive Committee	Pending	11/16/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

HISTORY:

11/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AND FINANCE/EXECUTIVE COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/15/2022 1:30 PM
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22-R-4617

****A RESOLUTION BY COUNCILMEMBERS LILIANA BAKHTIARI, JASON DOZIER, MATT WESTMORELAND, ANDREA L. BOONE, ANTONIO LEWIS, JASON WINSTON, AMIR FAROKHI, MICHAEL JULIAN BOND, ALEX WAN, KEISHA SEAN WAITES, BRYON D. AMOS, HOWARD SHOOK AND DUSTIN HILLIS REQUESTING THAT A PROVISION BE INCLUDED IN THE FUNDING AGREEMENT FOR ANY RESIDENTIAL HOUSING DEVELOPMENT RECEIVING FINANCIAL INCENTIVES FROM THE CITY OF ATLANTA, PURSUANT TO WHICH HOUSING UNITS WOULD BE MADE AVAILABLE TO HOUSEHOLDS UTILIZING HOUSING CHOICE VOUCHERS AS A SOURCE OF INCOME, UNLESS THE PROJECT OTHERWISE RECEIVES RENTAL SUBSIDIES FROM THE ATLANTA HOUSING AUTHORITY D/B/A ATLANTA HOUSING; REQUESTING THAT THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA, ATLANTA BELTLINE, INC., THE FULTON COUNTY DEVELOPMENT AUTHORITY, AND THE METRO ATLANTA RAPID TRANSIT AUTHORITY (MARTA), ADOPT POLICIES REQUIRING THAT A PROVISION BE INCLUDED IN THE FUNDING AGREEMENTS FOR ANY RESIDENTIAL HOUSING DEVELOPMENTS RECEIVING FINANCIAL INCENTIVES THEREFROM, PURSUANT TO WHICH HOUSING UNITS WOULD BE MADE AVAILABLE TO HOUSEHOLDS UTILIZING HOUSING CHOICE VOUCHERS AS A SOURCE OF INCOME, UNLESS THE PROJECT OTHERWISE RECEIVES RENTAL SUBSIDY FROM THE ATLANTA HOUSING AUTHORITY D/B/A ATLANTA HOUSING; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

ELMS ID#31098

M. Williams
Alex
Waiter
Byron Armas
H. J. [unclear]
[unclear]

A RESOLUTION
BY COUNCILMEMBERS LILIANA BAKHTIARI JASON DOZIER, MATT WESTMORELAND, ANDREA L. BOONE, ANTONIO LEWIS, JASON WINSTON, AND AMIR FAROKHI

A RESOLUTION REQUESTING THAT A PROVISION BE INCLUDED IN THE FUNDING AGREEMENT FOR ANY RESIDENTIAL HOUSING DEVELOPMENT RECEIVING FINANCIAL INCENTIVES FROM THE CITY OF ATLANTA PURSUANT TO WHICH HOUSING UNITS WOULD BE MADE AVAILABLE TO HOUSEHOLDS UTILIZING HOUSING CHOICE VOUCHERS AS A SOURCE OF INCOME, UNLESS THE PROJECT OTHERWISE RECEIVES RENTAL SUBSIDIES FROM THE ATLANTA HOUSING AUTHORITY D/B/A ATLANTA HOUSING; REQUESTING THAT THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA, ATLANTA BELTLINE, INC., THE FULTON COUNTY DEVELOPMENT AUTHORITY, AND THE METRO ATLANTA RAPID TRANSIT AUTHORITY (MARTA), ADOPT POLICIES REQUIRING THAT A PROVISION BE INCLUDED IN THE FUNDING AGREEMENTS FOR ANY RESIDENTIAL HOUSING DEVELOPMENTS RECEIVING FINANCIAL INCENTIVES THEREFROM, PURSUANT TO WHICH HOUSING UNITS WOULD BE MADE AVAILABLE TO HOUSEHOLDS UTILIZING HOUSING CHOICE VOUCHERS AS A SOURCE OF INCOME, UNLESS THE PROJECT OTHERWISE RECEIVES RENTAL SUBSIDY FROM THE ATLANTA HOUSING AUTHORITY D/B/A ATLANTA HOUSING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta is facing an unprecedented crisis in housing affordability, underscored by the Federal Reserve Bank of Atlanta designation of Atlanta’s housing market as largely unaffordable to low- and moderate-income families; and

WHEREAS, more than half of renters in the City of Atlanta pay more than 30% of their income towards housing; and

WHEREAS, in an effort to ameliorate the crisis, Mayor Dickens has taken bold steps to create and preserve affordable housing in the City; and

WHEREAS, the Housing Choice Voucher program has helped low-income families and individuals afford suitable housing since its inception in 1974, and ensures that low-income renters pay no more than 30% of their income towards housing; and

WHEREAS, the Atlanta Housing Authority d/b/a Atlanta Housing has a substantial waiting list of 20,000+ families and individuals who are in need of housing assistance using Housing Choice Vouchers, and despite AH’s efforts of extending the regulated vouchers timelines and offering landlord incentives, there remains a shortage of available units to rent in the City of Atlanta for families; and

WHEREAS, Atlanta Housing reported that from July 1, 2020 through July 30, 2021, families continued to have difficulty securing affordable units and some 496 vouchers expired before families could find housing that would accept Housing Choice Vouchers as payment for rent; and

CDHS + FEC

Attachment: #53_31098 (22-R-4617 : Housing Choice Voucher Provision)

ELMS ID#31098

WHEREAS, state law preempts the City of Atlanta from requiring the acceptance of Housing Choice Vouchers by landlords, See O.C.G.A. 44-7-1, et seq.; and

WHEREAS, it is the desire of the City of Atlanta to request that a provision be included in the funding agreement for any residential housing development receiving financial incentives from the City of Atlanta pursuant to which housing units would be made available to households utilizing Housing Choice Vouchers as a source of income, unless the project otherwise receives rental subsidy from Atlanta Housing; and

WHEREAS, it is also the desire of the City of Atlanta to request that the Atlanta Development Authority d/b/a Invest Atlanta, Atlanta Beltline, Inc., the Fulton County Development Authority, and the Metro Atlanta Rapid Transit Authority (MARTA) adopt policies requiring that a provision be included in the funding agreements for any residential housing developments receiving financial incentives therefrom pursuant to which housing units would be made available to households utilizing housing choice vouchers as a source of income, unless the project otherwise receives rental subsidies from Atlanta Housing.

WHEREAS, the financial incentives subject to these requests shall include, but shall not be limited to Tax Exempt Bond Financing, Housing Opportunity Bond Financing, Tax Allocation District Financing, grant funding, loans, and lease-purchased bonds or similar property tax incentives.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the City of Atlanta hereby requests that a provision be included in the funding agreement for any residential housing development receiving financial incentives from the City of Atlanta pursuant to which housing units would be made available to households utilizing Housing Choice Vouchers as a source of income, unless the project otherwise receives rental subsidy from the Atlanta Housing Authority d/b/a Atlanta Housing.

BE IT FURTHER RESOLVED, that the City of Atlanta hereby requests that the Atlanta Development Authority d/b/a Invest Atlanta, Atlanta Beltline, Inc., the Fulton County Development Authority, and the Metro Atlanta Rapid Transit Authority (MARTA) adopt policies requiring that a provision be included in the funding agreements for any residential housing developments receiving financial incentives therefrom, pursuant to which housing units would be made available to households utilizing housing choice vouchers as a source of income, unless the project otherwise receives rental subsidies from Atlanta Housing.

BE IT FINALLY RESOLVED, that the financial incentives subject to these requests, shall include, but shall not be limited to Tax Exempt Bond Financing, Housing Opportunity Bond Financing, Tax Allocation District Financing, subsidized ground leases, grant funding, loans, and lease-purchased bonds or similar property tax incentives.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4681

A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO A HOME CAPITAL PROJECT AGREEMENT WITH OAKSATL COMMUNITY DEVELOPMENT INC. USING U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”) HOME INVESTMENT PARTNERSHIP PROGRAM (“HOME”) GRANT FUNDS IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED FORTY-EIGHT DOLLARS AND ZERO CENTS (\$421,848.00), FOR THE PURPOSE OF PROVIDING MIXED-USE NEW CONSTRUCTION FOR AFFORDABLE HOUSING AND RELATED DEVELOPMENT AT THE PROPERTY LOCATED AT 557 LINDSAY STREET NW ATLANTA, GEORGIA; AND FOR OTHER PURPOSES.

Whereas, the City of Atlanta ("City") desires to increase the overall number of affordable housing units available to residents; and

Whereas, the City of Atlanta (“City”), a municipal corporation of the State of Georgia, is an award recipient of the U.S. Department of Housing and Urban Development (“HUD”) HOME Investment Partnership Program (“HOME”) grant funds; and

Whereas, the City, through the Department of Grants and Community Development, administers the HUD HOME program and accepts applications for funding for affordable housing projects seeking HOME funding; and

Whereas, oaksATL Community Development Inc. (“oaksATL”) is a 501(c)(3) non-profit corporation aimed to combat community deterioration by providing dignity through quality and affordable housing for residents in English Ave and surrounding neighborhoods of Atlanta; and

Whereas, oaksATL provides quality, affordable, and accessible housing through purchasing and restoring distressed, blighted, and vacant properties for long-term ownership to insure English Avenue residents will not be forced out by escalating prices; and

Whereas, since 2018, oaksATI has had experience and success in completing five (5) former projects, three of which are multi-family or mixed-use new construction projects in the City; and

Whereas, oaksATL owns the property located at 557 Lindsay Street NW Atlanta, Georgia (“Lindsay Street”), a 0.132-acre property currently zoned as SPI-3 (English Avenue Public Interest District) which has been identified for redevelopment and the construction of a new mixed-use affordable housing project; and

Whereas, market conditions support the need for affordable rental housing units in the City and in this proposed location; and

Whereas, oaksATL submitted an application for the City’s HOME Investment Partnership funds to assist with the completion of the Lindsay Street project; and

Whereas, on July 29, 2022, in response to the application, the Department of Grants and Community Development recommended funding for the new construction activities; and

Whereas, the Lindsay Street property has received a conditional recommendation from the Atlanta

Planning Department and support from the Neighborhood Planning Unit (NPU) for the proposed redevelopment and mixed-use new construction project; and

Whereas, the City and the Department of Grants and Community Development recommends entering into a new HOME capital project agreement with oaksATL using HUD HOME funds in an amount not to exceed Four Hundred Twenty One Thousand Eight Hundred Forty-Eight Dollars and Zero Cents (\$421,848.00).

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee, on behalf of the City of Atlanta and the Department of Grants and Community Development be and is hereby authorized to enter into a HOME capital project agreement with oaksATL Community Development Inc. using U.S. Department of Housing and Urban Development (“HUD”) HOME Investment Partnership Program (“HOME”) grant funds in an amount not to exceed Four Hundred Twenty One Thousand Eight Hundred Forty-Eight Dollars and Zero Cents (\$421,848.00) for the mixed-use new construction project at 557 Lindsay Street NW Atlanta, Georgia.

BE IT FURTHER RESOLVED, that all expenses shall be charged to and paid as follows:

FUN D	DEPT/OR G	ACCOUN T	FUNCTION ACTIVITY	PROJEC T	FUND SRC	AMOUNT
2504	340201	5239004	7310000	500316	32253	198,725.25
2504	340201	5239004	7310000	500316	32456	223,122.75
						421,848.00

BE IT FURTHER RESOLVED, that in the event that oaksATL fails to comply with the terms and conditions of the contract, the Mayor or his designee or the Commissioner of the Department of Grants and Community Development may terminate such contract with the proper notice.

BE IT FURTHER RESOLVED, that the City Attorney or her designee is directed to prepare the appropriate contract for execution by the Mayor.

BE IT FINALLY RESOLVED, that the contract shall not become binding on the City and the City shall incur no obligation or liability upon same until such contract has been signed by the Mayor or his designee, attested to by the Municipal Clerk, approved by the City Attorney or her designee as to form, and delivered to oaksATL Community Development Inc.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4681

A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO A HOME CAPITAL PROJECT AGREEMENT WITH OAKSATL COMMUNITY DEVELOPMENT INC. USING U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”) HOME INVESTMENT PARTNERSHIP PROGRAM (“HOME”) GRANT FUNDS IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED FORTY-EIGHT DOLLARS AND ZERO CENTS (\$421,848.00), FOR THE PURPOSE OF PROVIDING MIXED-USE NEW CONSTRUCTION FOR AFFORDABLE HOUSING AND RELATED DEVELOPMENT AT THE PROPERTY LOCATED AT 557 LINDSAY STREET NW ATLANTA, GEORGIA; AND FOR OTHER PURPOSES.

Workflow List:

Deborah Lonon	Completed	10/24/2022 12:11 PM
Karen Edwards	Completed	10/24/2022 12:13 PM
Finance	Completed	10/28/2022 1:17 PM
Atlanta Information Management (AIM)	Skipped	10/28/2022 1:35 PM
Procurement	Completed	11/02/2022 1:00 PM
Jaideep Majumdar	Completed	11/02/2022 6:19 PM
Mayor's Office	Completed	11/03/2022 11:39 AM
Office of Research and Policy Analysis	Completed	11/09/2022 3:04 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

22-R-4682

A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT WITH 111 MORELAND LLC USING U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”) HOME INVESTMENT PARTNERSHIP PROGRAM (“HOME”) GRANT FUNDS IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00), FOR THE PURPOSE OF PROVIDING DEMOLITION AND NEW CONSTRUCTION FOR AFFORDABLE HOUSING AND RELATED DEVELOPMENT AT THE PROPERTY LOCATED AT 111 MORELAND AVENUE SE ATLANTA, GEORGIA; AND FOR OTHER PURPOSES.

Whereas, the City of Atlanta ("City") desires to increase the overall number of affordable housing units available to residents; and

Whereas, the City of Atlanta (“City”), a municipal corporation of the State of Georgia, is an award recipient of the U.S. Department of Housing and Urban Development (“HUD”) HOME Investment Partnership Program (“HOME”) grant funds; and

Whereas, the City, through the Department of Grants and Community Development, administers the HUD HOME program and accepts applications for funding for affordable housing projects seeking HOME funding; and

Whereas, 111 Moreland LLC is a Georgia LLC that owns the property located at 111 Moreland Avenue SE, Atlanta, Georgia (“Moreland”), a 0.38 acre property with a single housing structure built in 1938, which has been identified for demolition and the construction of a new affordable rental housing project; and

Whereas, market conditions support the need for affordable rental housing units, especially for homeless individuals and families in the City and in this proposed location; and

Whereas, 111 Moreland LLC submitted an application for the City’s HOME Investment Partnership funds to assist with the demolition and redevelopment of the Moreland project; and

Whereas, on July 29, 2022, in response to the application, the Department of Grants and Community Development recommended funding for demolition and new construction activities; and

Whereas, the City and the Department of Grants and Community Development recommends entering into a new HOME capital project agreement with 111 Moreland LLC using HUD HOME funds in an amount not to exceed One Million Dollars and Zero Cents (\$1,000,000.00).

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee, on behalf of the Department of Grants and Community Development, be and is hereby authorized to enter into a HOME capital project agreement with 111 Moreland LLC using U.S. Department of Housing and Urban Development (“HUD”) HOME Investment Partnership Program (“HOME”) grant funds in an amount not to exceed One Million Dollars and Zero Cents (\$1,000,000.00) for the demolition and new construction activities at 111 Moreland Avenue SE, Atlanta, Georgia.

BE IT FURTHER RESOLVED, that all expenses shall be charged to and paid as follows:

Funding String for 111 Moreland LLC

FUN D	DEPT/OR G	ACCOUN T	FUNCTION ACTIVITY	PROJEC T	FUND SRC	AMOUNT
2504	340201	5239004	7310000	500317	32328	729,633.00
2504	340201	5239004	7310000	500317	32456	270,367.00
						1,000,000.00

BE IT FURTHER RESOLVED, that in the event that 111 Moreland LLC fails to comply with the terms and conditions of the contract, the Mayor or his designee or the Commissioner of the Department of Grants and Community Development may terminate such contract with the proper notice.

BE IT FURTHER RESOLVED, that the City Attorney or her designee is directed to prepare the appropriate contract for execution by the Mayor.

BE IT FINALLY RESOLVED, that the contract shall not become binding on the City and the City shall incur no obligation or liability upon same until such contract has been signed by the Mayor or his designee, attested to by the Municipal Clerk, approved by the City Attorney or her designee as to form, and delivered to 111 Moreland LLC.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4682

A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT WITH 111 MORELAND LLC USING U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”) HOME INVESTMENT PARTNERSHIP PROGRAM (“HOME”) GRANT FUNDS IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00), FOR THE PURPOSE OF PROVIDING DEMOLITION AND NEW CONSTRUCTION FOR AFFORDABLE HOUSING AND RELATED DEVELOPMENT AT THE PROPERTY LOCATED AT 111 MORELAND AVENUE SE ATLANTA, GEORGIA; AND FOR OTHER PURPOSES.

Workflow List:

Deborah Lonon	Completed	10/20/2022 8:59 AM
Karen Edwards	Completed	10/20/2022 9:01 AM
Finance	Completed	10/28/2022 1:28 PM
Atlanta Information Management (AIM)	Skipped	10/28/2022 1:33 PM
Procurement	Completed	11/02/2022 12:58 PM
Jaideep Majumdar	Completed	11/02/2022 6:18 PM
Mayor's Office	Completed	11/03/2022 11:41 AM
Office of Research and Policy Analysis	Completed	11/09/2022 2:22 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

**CITY COUNCIL
ATLANTA, GEORGIA**

J.26

22-R-4683

A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CABBAGETOWN INITIATIVE COMMUNITY DEVELOPMENT CORPORATION, INC.; AND FOR OTHER PURPOSES.

WHEREAS, The Cabbagetown Initiative Community Development Corporation, Inc., (“Cabbagetown Initiative”) is a non-profit corporation whose mission is to enhance the quality of life in the Cabbagetown community by empowering neighbors to act collectively for community development; and

WHEREAS, based on its mission the Cabbagetown Initiative created Cabbagetown Park and Community Center located at 701 Kirkwood Avenue, Atlanta, Georgia 30316, commonly known as the Grant School Property (collectively referred to as the “Park”); and

WHEREAS, the City entered into a Memorandum of Understanding (“MOU”) with the Cabbagetown Initiative pursuant to Ordinance 14-O-1352 adopted by the Atlanta City Council on July 21, 2014 and approved as per City Charter Section 2-403 on July 30, 2014 for the developing and enhancing of Cabbagetown Park; and

WHEREAS, pursuant to Resolution 20-R-4371 adopted by the Atlanta City Council on October 5, 2020, and approved per City Charter Section 2-403 on October 14, 2020, the City entered into an agreement extension of the MOU between the City and the Cabbagetown Initiative for a period of six (6) months, through June 30, 2021; and

WHEREAS, the City and the Cabbagetown Initiative desire to continue their working relationship for the benefit of the Park, Cabbagetown neighborhoods and Atlanta residents; and

WHEREAS, entering into a new memorandum of understanding with the Cabbagetown Initiative for maintenance of the Park is in the best interest of the City and Atlanta residents.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is hereby authorized, on behalf of the City, to enter into a new Memorandum of Understanding in substantially the same form as attached hereto as Exhibit A with the Cabbagetown Initiative regarding the roles and obligations of each of the two parties in the development, maintenance, and enhancement of the Park, and said Memorandum of Understanding shall at a minimum provide the following:

) The Memorandum of Understanding shall make clear that the City owns the Park and shall have authority to make all final decisions regarding the Park, but shall exercise its authority in the

spirit of good faith cooperation with the Cabbagetown Initiative.

-) The Memorandum of Understanding shall provide the Cabbagetown Initiative with the authority and the responsibility to develop, maintain, and manage the Park consistent with the City-approved Master Plan and the Memorandum of Understanding.

-) The Memorandum of Understanding shall provide the Cabbagetown Initiative with the authority and primary responsibility for raising additional funds for the Park, and for overseeing the use of the funds it raises, making certain that the funds are utilized consistent with the City-approved Master Plan and the Memorandum of Understanding.

-) The Memorandum of Understanding shall have an initial term of five (5) years with one five (5) year renewal option by mutual consent of the parties.

BE IT FURTHER RESOLVED, that to the extent that the Cabbagetown Initiative is donating time and money to the City, the City hereby accepts the donation.

BE IT FURTHER RESOLVED, that the Memorandum of Understanding shall not become binding upon the City, and the City shall incur no liability thereunder, until same has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk and delivered to the Cabbagetown Initiative.

BE IT FINALLY RESOLVED that all resolutions or parts of resolutions in conflict herewith are hereby waived to the extent of the conflict.

EXHIBIT A
MEMORANDUM OF UNDERSTANDING

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4683

A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CABBAGETOWN INITIATIVE COMMUNITY DEVELOPMENT CORPORATION, INC.; AND FOR OTHER PURPOSES.

Workflow List:

Justin Cutler	Completed	11/03/2022 12:37 PM
Michael H Ward	Completed	11/04/2022 1:07 PM
Mayor's Office	Completed	11/04/2022 1:29 PM
Office of Research and Policy Analysis	Completed	11/09/2022 2:37 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

DS
LB

TRANSMITTAL FORM FOR LEGISLATION

MAYOR'S OFFICE

OFFICE OF THE CHIEF OF STAFF



PART 1.

Type of Request:

<input checked="" type="checkbox"/> Cycle submission indicate cycle number: 20	<input type="checkbox"/> Committee Walk-in indicate the name of the committee and meeting date:	<input type="checkbox"/> Personal Paper indicate the name of the committee and meeting date:
If requesting a committee walk-in or personal paper, please provide an explanation why this legislation was not introduced via the regular cycle and why it is needed. N/A		
Originating Department: Department of Parks and Recreation		Name of Commissioner of Department: Justin Cutler
Chief of Staff Deadline: 10/28/2022		Date Submitted to Chief of Staff: 10/28/2022
Department Legislative Liaison: Carmen Anderson	Contact Number: 470-330-4826	Email Address: cmanderson@atlantaga.gov
Staff Presenter at Committee: Doug Voss	Contact Number: 404 273 3447	Email Address: dvoss@atlantaga.gov
To Be Completed by the Originating Department		
Please provide a summary (Justification statement) of the purpose of this legislation and why it is needed, including background data. Describe operational concerns that will be addressed with the approval of this legislation. Please attach accompanying documents, if applicable. The Department of Parks and Recreation is submitting this legislation to enter the MOU with Cabbagetown Initiative Community Development Corporation, Inc., for the purpose of empowering of the Cabbagetown community.		
Insert Caption of Legislation: A RESOLUTION BY COMMUNITY DEVELOPMENT HUMAN RESOURCES COMMITTEE		
A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CABBAGETOWN INITIATIVE COMMUNITY DEVELOPMENT CORPORATION, INC. AND FOR OTHER PURPOSES.		
Is this a COVID-19 related request? If yes, please explain. No		
Please identify any financial or schedule impacts if this legislation is not approved for the current cycle? If yes, please explain. Please describe how the timeline for approval may impact the execution or renewal of a contract. None.		
Please indicate whether this legislation financially impacts other Departments/Offices? If yes, please list the departments:		

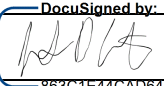
Attachment: Mayor_Enter_Into_the_MOU_with_Cabbagetown_Initiative (22-R-4683 : Cabbagetown MOU)

<input type="checkbox"/> Yes _____ <input checked="" type="checkbox"/> No
Anticipated Council Committee of Purview: Community Development/Human Services
For Ordinances, Anticipated Committee Meeting Date for First Read: N/A
For Ordinances, Anticipated Committee Meeting Date for Second Read: N/A
For Resolutions, Anticipated Committee Meeting Date for First Read: November 15, 2022 <i>(Resolutions only require one read)</i>
Anticipated Full Council Date for Adoption: November 21, 2022

PART 2.


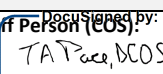

To be completed by the Law Department	
Please identify any legal impacts/conflicts if this legislation is approved. If yes, please explain: None.	
To be completed by AIM	
Please identify any technology impacts/conflicts if this legislation is approved. If yes, please explain: None.	
To be completed by the Originating Department	
Procurement-related information: <ul style="list-style-type: none"> • Indicate Contract Type: _____ N/A • Describe the Source Selection: _____ N/A • Have Invitations/Request for Proposals been issued? _____ N/A • Indicate the number of invitations issued _____ N/A • What is the term of the contract? _____ N/A 	
To be completed by the Originating Department and Verified by the Department of Finance	
N/A	Source of Funds: N/A
Fund Account Center (Please answer): <ul style="list-style-type: none"> <input type="checkbox"/> Cost will be covered by the Department’s Current Year budget <input checked="" type="checkbox"/> Budget Neutral-No Monetary Impact <input type="checkbox"/> Budget Neutral-Requiring a BA or TR <input type="checkbox"/> Cost not anticipated in the Department’s Current Year Budget <input type="checkbox"/> Amendment to the Current Budget <input type="checkbox"/> Please indicate if there is a method of cost recovery. If so, please describe in detail. _____ ____ Funds will be covered with USDA grant _____ 	
Signatures/Dates	
Originating Department’s Commissioner/Chief:	Date:

Attachment: Mayor_Enter_Into_the_MOU_with_Cabbagetown_Initiative (22-R-4683 : Cabbagetown MOU)

DocuSigned by: 	10/17/2022
Department of Law/Attorney of Record: Michael Ward	Date: 10/17/2022
Chief Financial Officer: N/A	Date:
Chief Procurement Officer (Required ONLY for purchase of any goods or services): N/A	Date:
Chief Information Officer (Required ONLY for technology review/impacts): N/A	Date:

If approval from Procurement or AIM is not required, please indicate the reasons below:
There is no technology component to this legislation. Therefore, AIM approval is not required.

Mayor's Office Only

Date Received/Staff Person (COO):  10/26/2022	Date Reviewed/Staff Person (COS):  10/31/2022
Final Approval by Chief of Staff: Signature/Date:	Final Check Off by COS office:  10/31/2022

Attachment: Mayor_Enter_Into_the_MOU_with_Cabbagetown_Initiative (22-R-4683 : Cabbagetown MOU)

**A RESOLUTION BY
COMMUNITY DEVELOPMENT HUMAN RESOURCES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CABBAGETOWN INITIATIVE COMMUNITY DEVELOPMENT CORPORATION, INC.; AND FOR OTHER PURPOSES.

WHEREAS, The Cabbagetown Initiative Community Development Corporation, Inc., (“Cabbagetown Initiative”) is a non-profit corporation whose mission is to enhance the quality of life in the Cabbagetown community by empowering neighbors to act collectively for community development; and

WHEREAS, based on its mission the Cabbagetown Initiative created Cabbagetown Park and Community Center located at 701 Kirkwood Avenue, Atlanta, Georgia 30316, commonly known as the Grant School Property (collectively referred to as the “Park”); and

WHEREAS, the City entered into a Memorandum of Understanding (“MOU”) with the Cabbagetown Initiative pursuant to Ordinance 14-O-1352 adopted by the Atlanta City Council on July 21, 2014 and approved as per City Charter Section 2-403 on July 30, 2014 for the developing and enhancing of Cabbagetown Park; and

WHEREAS, pursuant to Resolution 20-R-4371 adopted by the Atlanta City Council on October 5, 2020, and approved per City Charter Section 2-403 on October 14, 2020, the City entered into an agreement extension of the MOU between the City and the Cabbagetown Initiative for a period of six (6) months, through June 30, 2021; and

WHEREAS, the City and the Cabbagetown Initiative desire to continue their working relationship for the benefit of the Park, Cabbagetown neighborhoods and Atlanta residents; and

WHEREAS, entering into a new memorandum of understanding with the Cabbagetown Initiative for maintenance of the Park is in the best interest of the City and Atlanta residents.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:

Section 1.

The Mayor is hereby authorized, on behalf of the City, to enter into a new Memorandum of Understanding in substantially the same form as attached hereto as Exhibit A with the Cabbagetown Initiative regarding the roles and obligations of each of the two parties in

the development, maintenance, and enhancement of the Park, and said Memorandum of Understanding shall at a minimum provide the following:

- a) The Memorandum of Understanding shall make clear that the City owns the Park and shall have authority to make all final decisions regarding the Park, but shall exercise its authority in the spirit of good faith cooperation with the Cabbagetown Initiative.
- b) The Memorandum of Understanding shall provide the Cabbagetown Initiative with the authority and the responsibility to develop, maintain, and manage the Park consistent with the City-approved Master Plan and the Memorandum of Understanding.
- c) The Memorandum of Understanding shall provide the Cabbagetown Initiative with the authority and primary responsibility for raising additional funds for the Park, and for overseeing the use of the funds it raises, making certain that the funds are utilized consistent with the City-approved Master Plan and the Memorandum of Understanding.
- d) The Memorandum of Understanding shall have an initial term of five (5) years with one five (5) year renewal option by mutual consent of the parties.

Section 2.

To the extent that the Cabbagetown Initiative is donating time and money to the City, the City hereby accepts the donation.

Section 3.

That the Memorandum of Understanding shall not become binding upon the City, and the City shall incur no liability thereunder, until same has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk and delivered to the Cabbagetown Initiative.

EXHIBIT A
MEMORANDUM OF UNDERSTANDING

Attachment: Mayor_Enter_Into_the_MOU_with_Cabbagetown_Initiativ (22-R-4683 : Cabbagetown MOU)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ATLANTA AND THE CABBAGETOWN INITIATIVE
COMMUNITY DEVELOPMENT CORPORATION, INC.**

This Memorandum of Understanding (“MOU”), dated this ____ day of _____, 20____, is between the City of Atlanta (“City”) and the Cabbagetown Initiative Community Development Corporation, Inc. (“Cabbagetown Initiative”) (collectively, “the Parties”).

I. Background

The Cabbagetown Initiative is a non-profit corporation whose mission is to enhance the quality of life in the Cabbagetown community by empowering neighbors to act collectively for community development. The initial focus of the Cabbagetown Initiative is to create a park with a community center in the Cabbagetown neighborhood.

The City desires to assist the Cabbagetown Initiative with its mission. Accordingly, the City owns Cabbagetown Park located at 701 Kirkwood Avenue, Atlanta, Georgia 30316, commonly known as the Grant School Property; and 177 Estoria Street, Atlanta, Georgia 30316, commonly known as Sheltering Arms, and a community center located on that portion of Cabbagetown Park located at 177 Estoria Street (“the Community Center”).

The purpose of this MOU is to lay the foundation for a cooperative working relationship between the Parties, and to establish the role of each Party in that relationship, as the Parties work together to further their common goal of developing, managing, and enhancing the Park. While pursuing the goals set forth in this MOU, the Parties will remain sensitive to the impact of work and activities in the Park upon residents of the surrounding neighborhoods and will strive to accomplish these goals in a manner that minimizes disruption to the neighbors.

II. General Agreements: Role of Each Party in Working Relationship

The following is a list of agreements regarding the basic roles of the City and the Cabbagetown Initiative in their working relationship established by this MOU.

- A. The City shall maintain ownership of the Park.

- B. The City shall maintain its authority to make all final decisions regarding the Park, but shall exercise this authority in the spirit of good faith cooperation with the Cabbagetown Initiative.
- C. All City decisions regarding the Park shall be made and communicated in writing by the Commissioner of the Department of Parks and Recreation (“the Commissioner”), or her/his designee, unless the Commissioner, the City Attorney, the Atlanta Mayor or the Atlanta City Council determines that the decision should be made in some other manner.
- D. The Cabbagetown Initiative shall develop and assist in maintaining, the Park consistent with this MOU and the Master Plan approved by the City on August 20, 2004.
- E. Project proposals and implementation plans for improvements and other initiatives in the Park shall be prepared by the Cabbagetown Initiative, based on available funds and the Master Plan. The Cabbagetown Initiative shall comply with the City’s review and approval process for park projects, improvements and initiatives, said process to be established by the Commissioner. The Cabbagetown Initiative shall be responsible for determining any and all other governmental bodies and/or regulatory agencies from which approval must be obtained. The Cabbagetown Initiative shall not begin work on these projects, improvements or other initiatives until it has successfully completed the City’s review and approval process, and it has received written approval from any other governmental body or regulatory agency from which approval is required.
- F. The Cabbagetown Initiative shall be responsible for implementing the projects, improvements or other initiatives that have been approved as set forth in section IIE above.
- G. When a decision regarding the Park is to be made solely by the Commissioner, the Commissioner shall review, provide feedback on, and if appropriate, provide approval of any and all submissions by the Cabbagetown Initiative within thirty days of receipt thereof. In the event that the approval process requires more than Commissioner approval, as determined pursuant to section IIC above, this thirty-day time limit shall not apply.
- H. The City shall have the right to oversee all work performed upon the Park, including but not limited to projects, construction of capital improvements, landscaping, and other initiatives.
- I. The Cabbagetown Initiative shall have primary responsibility for raising additional funds for the Park, and will oversee the use of funds it raises,

making certain that the funds are utilized consistent with the Master Plan and this MOU.

- J. Other parties may contribute to the improvement of the Park, as long as all gifts are in conformance with the Master Plan and subject to City approval and oversight.
- K. Though the City has the right to oversee all work being performed at the Park by or on behalf of the Cabbagetown Initiative, it is not obligated to do so. In addition, though the City has the right to suspend a Park project being performed by or on behalf of the Cabbagetown Initiative if the project creates a safety hazard, it is not obligated to inspect the work to determine if a safety hazard exists, and shall not be deemed liable by the Cabbagetown Initiative in the event that the City does not detect a safety hazard. The quality and safety of the work performed by or on behalf of the Cabbagetown Initiative is the responsibility of the Cabbagetown Initiative and not the City.
- L. The City shall be responsible for any claim, damage, loss or expense arising from the Park that is attributable to intentional or negligent acts, errors, or omissions by the CITY, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. The Cabbagetown Initiative shall be responsible for any claim, damage, loss or expense arising from the Park that is attributable to intentional or negligent acts, errors, or omissions by the Cabbagetown Initiative, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. Neither this MOU, nor this provision specifically, shall waive the City's nor the Cabbagetown Initiative's right to be indemnified, defended and/or held harmless by consultants, contractors, their subconsultants and/or subcontractors, the officers, agents or employees of those companies, or any one else performing work at or related to the Park.
- M. Any personnel employed by or volunteering on behalf of the Cabbagetown Initiative shall be deemed "employees" or "volunteers" respectively of the Cabbagetown Initiative, and shall not be deemed employees or volunteers of the City. The Cabbagetown Initiative shall remain responsible for the supervision, management and control of such employees and volunteers and any payroll, taxation or other employment obligation incident to their work.
- N. The Cabbagetown Initiative shall maintain general liability insurance in the amount of \$1,000,000 bodily injury and property damage combined single limit, regarding all work performed at the Park by Cabbagetown

Initiative's volunteers, contractors and subcontractors, including but not limited to demolition and construction work. The City shall be covered as an additional insured under the general liability insurance policy, and such insurance shall be primary with respect to the additional insured.

- O. The City and the Cabbagetown Initiative shall not discriminate based upon race, creed, color, religion, sex, national origin, marital status, physical handicap, or sexual orientation in the implementation of the Master Plan or this MOU.
- P. The Cabbagetown Initiative shall maintain records and accounts in connection with the performance of this MOU that will accurately document all funds received by the Cabbagetown Initiative and all costs incurred by the Cabbagetown Initiative, both direct and indirect, of whatever nature, for a period of three (3) years from the expiration of this MOU unless otherwise specified by applicable law. The City of Atlanta or its designated representatives shall have the right to examine and copy the records and accounts at all reasonable times, with advance notification. The City reserves the right to audit the Cabbagetown Initiative's records and accounts. Any such audit will be commenced within one year of the expiration of this MOU.

III. City Responsibilities

In addition to the responsibilities listed above, the City shall have the following responsibilities:

- A. Maintain the full range of existing commitments to the Park, including basic maintenance, litter control, and utilities commitments, and provide a letter reflecting those commitments to the Cabbagetown Initiative for fundraising purposes.
- B. Provide maintenance of the Park infrastructure.
- C. Provide sanitation services for the Park at no cost to the Cabbagetown Initiative. Sanitation services shall include weekly garbage collection.
- D. Provide, or arrange and pay for provision of utilities for the Park.,
- E. Protect the Park and the new investments therein by coordinating the management of events held in the Park with the Cabbagetown Initiative, such that the management is consistent with design features and other guidelines set forth in the Master Plan.
- F. Make certain that all funds committed by the City to the Park are used effectively, efficiently, and as intended.

IV. Cabbagetown Initiative Responsibilities

In addition to the responsibilities listed above, the Cabbagetown Initiative shall have the following responsibilities:

- A. Actively pursue and engage in fundraising to support initiatives for enhancing the Park.
- B. In addition to the City's performance of routine maintenance, provide additional maintenance so that the Park, remains in a safe and attractive condition, and so that all capital improvements are adequately maintained to protect the investments made.
- C. Maintain all plants and vegetation planted to meet the design requirements of the Master Plan.
- D. Support maintenance and programming activities necessary to improve and protect the Park consistent with the Master Plan.
- E. Serve as the major catalyst for interested parties to be involved with the Park through advocacy, volunteer, and/or fundraising activities, and through working with the Cabbagetown Initiative Board of Directors.
- F. Make certain that all funds committed by or to the Cabbagetown Initiative for use regarding the Park are used effectively, efficiently, and as intended.

V. Contractors Performing Work on the Park

- A. The Cabbagetown Initiative shall require all contractors and subcontractors performing any work related to this MOU to sign an agreement with the Cabbagetown Initiative that includes the following indemnification provision, with the exception that the name of the contractor or subcontractor shall replace "Contractor" as used herein below:

"Indemnification and Hold Harmless Clause"

- (1) Releases and Indemnification:

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

(2) Negligence and Waiver

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

- B. The following insurance requirements must be met by every contractor and subcontractor that performs work related to the Park for or on behalf of the Cabbagetown Initiative, and shall be included in a contract between the Cabbagetown Initiative and each of its contractors and subcontractors. Compliance is required by all contractors of any tier. Insurance requirements are based on information received as of the date of this MOU. The City reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this MOU.
1. The Cabbagetown Initiative shall not allow its contractors or subcontractors to commence any work of any kind pursuant to this MOU until all Insurance requirements contained in this MOU shall

have been complied with, and until evidence of such compliance satisfactory to the CITY as to form and content has been filed with the City. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

- 2. Any and all companies providing insurance required pursuant to this MOU must meet the minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Company in the current Best's Key Rating Guide - Property - Casualty. The ratings for each company must be indicated on the Accord Certificate of Insurance form. For all contracts, regardless of size, companies providing Insurance under this MOU must have a current:
 - i. Best's Rating not less than A-; and current;
 - ii. Best's Financial Size Category not less than Class IX; and
 - iii. Authorization issued by the Insurance Commissioner, State of Georgia, to conduct and transact insurance contracts.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the CITY, written notification shall be mailed by the CITY to the Cabbagetown Initiative, who shall promptly itself, or require its contractor to, obtain a new policy issued by an insurer acceptable to the CITY, and shall submit evidence of the same to the CITY as required herein.

3. Workers' Compensation and Employer's Liability Insurance

Every contractor and subcontractor that performs work related to the Park for or on behalf of the Cabbagetown Initiative shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work related to the Park:

Workers' Compensation Statutory

Employer's Liability

- Bodily Injury by Accident/Disease \$100,000 each accident**
- Bodily Injury by Accident/Disease \$100,000 each employee**
- Bodily Injury by Accident/Disease \$500,000 policy limit**

Attachment: Mayor_Enter_Into_the_MOU_with_Cabbagetown_Initiative (22-R-4683 : Cabbagetown MOU)

4. Automobile Liability Insurance

Every contractor and subcontractor that performs work related to the Park for or on behalf of the Cabbagetown Initiative shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the contractor or subcontractor does not own any automobiles in the corporate name, non-owned and hire automobile coverage will be maintained in the amount indicated above.

5. Upon failure of the Cabbagetown Initiative to ascertain that each of its contractors and subcontractors furnishes, delivers, and maintains such insurance as herein provided, this MOU, at the election of the City, may be declared forthwith suspended, discontinued, or terminated. Failure of a Cabbagetown Initiative's contractor or subcontractor to take out and/or to maintain any required insurance shall not relieve the Cabbagetown Initiative, its contractors or subcontractors, from any liability under this MOU, nor shall these requirements be construed to conflict with the obligation of this MOU concerning indemnification.
6. The City shall be covered as an additional insured under any and all Insurance required pursuant to this MOU, and such insurance shall be primary with respect to the additional insured. Confirmation of this shall appear on the Accord Certificate of Insurance and on any and all applicable Insurance policies.
7. Each and every agent acting as Authorized Representative on behalf of a company affording coverage pursuant to this MOU shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the Accord Certificate of Insurance as evidence of such coverage. In addition, each every agent shall warrant when signing the Accord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

VI. Term of MOU

This MOU will commence as of the date of its full execution, as shall be reflected on the first page of the MOU, and the MOU will continue in effect for five (5) years. Upon mutual agreement of the Parties, the Parties may renew this MOU for one additional five-year term

VII. Suspension of Work and Termination of MOU

- A. In the event that the City determines that any work being performed on the Park, or any failure to perform work on the Park, is inconsistent with the Master Plan, this MOU, and/or the project, improvement or initiative plans approved as set forth in section II above, the City shall immediately contact the Cabbagetown Initiative in writing and shall articulate the corrective action required. The City shall state the number of days that the Cabbagetown Initiative shall have to implement the corrective action, and shall make such determination based upon the seriousness of the matter, the safety implications of the matter, and the amount of time that it would reasonably take to implement that type of correction. The City shall be reasonable with regard to granting extensions of time if the Cabbagetown Initiative indicates that it needs additional time and is making a good faith effort to implement the corrective action.
1. The Cabbagetown Initiative shall use its best efforts to implement the corrective action within the time set forth by the City in its written notice. In the event that the Cabbagetown Initiative needs additional time to implement the corrective action, it shall request an extension of time for a defined time period.
 2. In the event that the Cabbagetown Initiative does not make a good faith effort to implement the corrective action within the time frame established by the City, either originally or in an extension of time, the City shall have the right to suspend the offending project until the corrective action is implemented, at no cost to the City.
 3. In the event that the offending action is a failure to perform work, including but not limited to maintenance work, and in the event that the Cabbagetown Initiative does not make a good faith effort to implement the corrective action within the time frame established by the City, either originally or in an extension of time, the City shall have the right to perform the work or direct that the work be performed. The Cabbagetown Initiative shall reimburse the City for the reasonable cost of performing the work.

4. In the event that the City and the Cabbagetown Initiative disagree about the corrective action to be implemented, the Parties shall attend Alternative Dispute Resolution (“ADR”) in an attempt to resolve the matter. The work at issue shall be suspended until the completion of the ADR.
 5. Should the Parties be unable to resolve the corrective action issue after ADR, the City shall have the right to terminate this MOU for cause, at no cost to the City.
- B. In the event that the City determines that any work being performed on the Park creates a safety hazard, the City shall suspend the work immediately and shall bear no cost associated with the suspension. The City shall immediately notify the Cabbagetown Initiative, in writing and by telephone, that the work has been suspended and the corrective action required. The work shall remain suspended until the corrective action is implemented.
- C. In the event that the City determines that any failure to perform work on the Park is creating a safety hazard, the City shall close the Park, and shall bear no cost associated with the closure. The City shall immediately notify the Cabbagetown Initiative, in writing and by telephone, that the Park has been closed and the corrective action required. The Park shall remain closed until the corrective action is implemented.
- D. Either Party shall have the right to terminate this MOU without cause at any time prior to the MOU’s expiration by giving written notice to the other Party at least thirty (30) days prior to the date such termination is to be effective. Should the CITY terminate this MOU prior to its expiration, the CITY shall reimburse the Cabbagetown Initiative for the reasonable and proper unamortized costs of the capital improvements, if any, made by or at the cost of the Cabbagetown Initiative and approved in writing by the Commissioner. The Cabbagetown Initiative must document the costs of any and all capital improvements in a form and detail satisfactory to the Commissioner and submit same within 30 calendar days following completion of the work for review and approval, for the purpose of establishing the unamortized costs of the improvements. The capital costs of the improvements shall be amortized based upon a straight-line depreciation schedule over the initial term of this MOU, with zero salvage value.

IN WITNESS WHEREOF, the City and the Cabbagetown Initiative have caused this MOU to be executed by their duly authorized officials, the day and year first above written.

ATTEST:
Sworn to and subscribed
Before me this ____ day
of _____, 2022.

**CABBAGETOWN INITIATIVE
COMMUNITY DEVELOPMENT
CORPORATION:**

Notary Public

, PRESIDENT

(Signatures Continued on Next Page)
ATTEST:

CITY OF ATLANTA:

Municipal Clerk (Seal)

ANDRE DICKENS, MAYOR

RECOMMENDED:

Commissioner,
Department of Parks and Recreation

APPROVED AS TO FORM:

APPROVED:

City Attorney

Chief Procurement Officer

Attachment: Mayor_Enter_Into_the_MOU_with_Cabbagetown_Initiative (22-R-4683 : Cabbagetown MOU)

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4684

A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO A CONTRACTUAL AGREEMENT, ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION, WITH KISSBERG/PARKER-FRY, JV., LICHTY COMMERCIAL CONSTRUCTION, INC., AND SOCO CONTRACTING COMPANY, INC., UNDER THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PROGRAM IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00), FOR ADA IMPROVEMENTS AND PLAYGROUNDS PROJECTS; AND FOR OTHER PURPOSES.

WHEREAS, projects to support the ADA and playgrounds were approved in the 2020 Annual Action Plan for the Community Development Block Grant (“CDBG”) program; and

WHEREAS, the City has obtained release of funds from the U.S. Department of Housing and Urban Development (HUD) for ADA improvements and playgrounds projects, and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to enter into contractual agreements with Kissberg Parker-Fry, JV., Lichty Commercial Construction, Inc., and SoCo Contracting Company, Inc., on behalf of the Department of Parks and Recreation for the following Community Development Block Grant (“CDBG”) projects assigned to the Department of Parks and Recreation in an amount not to exceed Nine Hundred Fifty Thousand Dollars and Zero Cents (\$950, 000.00) for ADA improvements and playground projects at various parks and recreation sites.

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare the appropriate contractual agreement for execution by the Mayor or his designee.

BE IT FURTHER RESOLVED, that all work shall be charged to and paid from the following accounts:

Fund	Org	Account	Function Activity	Project	Funding Source	Amount	Description
2201	140106	5239003	6220000	300278	32578	500,000.00	ADA Improvements 2020 CDBG (PRC Parks Design/Park Areas)
2201	140106	5239003	6220000	300279	32578	450,000.00	Playgrounds 2020 CDBG (PRC Parks Design/Park Areas)

BE IT FURTHER RESOLVED, that said contractual agreement shall not become binding on the City and the City shall incur no liability upon same until such contract is approved by the City Attorney as to form, executed by the Mayor or his designee, attested to by the Municipal Clerk, and delivered to the contracting party.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict with this resolution are hereby waived to the extent of the conflict.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4684

A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO A CONTRACTUAL AGREEMENT, ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION, WITH KISSBERG/PARKER-FRY, JV., LICHTY COMMERCIAL CONSTRUCTION, INC., AND SOCO CONTRACTING COMPANY, INC., UNDER THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PROGRAM IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00), FOR ADA IMPROVEMENTS AND PLAYGROUNDS PROJECTS; AND FOR OTHER PURPOSES.

Workflow List:

Justin Cutler	Completed	11/03/2022 12:45 PM
Michael H Ward	Completed	11/04/2022 1:04 PM
Finance	Completed	11/04/2022 1:50 PM
Mayor's Office	Completed	11/04/2022 2:11 PM
Office of Research and Policy Analysis	Completed	11/09/2022 2:59 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

TRANSMITTAL FORM FOR LEGISLATION

MAYOR'S OFFICE

OFFICE OF THE CHIEF OF STAFF

DS
kll

PART 1.

Type of Request:

<input checked="" type="checkbox"/> Cycle submission indicate cycle number: 20	<input type="checkbox"/> Committee Walk-in indicate the name of the committee and meeting date:	<input type="checkbox"/> Personal Paper indicate the name of the committee and meeting date:
If requesting a committee walk-in or personal paper, please provide an explanation why this legislation was not introduced via the regular cycle and why it is needed. N/A		
Originating Department: Department of Parks and Recreation		Name of Commissioner of Department: Justin Cutler
Chief of Staff Deadline: 10/28/2022		Date Submitted to Chief of Staff: 10/28/2022
Department Legislative Liaison: Carmen Anderson		Contact Number: 470-330-4826 Email Address: cmanderson@atlantaga.gov
Staff Presenter at Committee: Doug Voss		Contact Number: 404 273 3447 Email Address: dvoss@atlantaga.gov
To Be Completed by the Originating Department		
Please provide a summary (Justification statement) of the purpose of this legislation and why it is needed, including background data. Describe operational concerns that will be addressed with the approval of this legislation. Please attach accompanying documents, if applicable.		
The Department of Parks and Recreation is submitting this Resolution to enter into an agreement with Kissberg/Parker-Fry, JV, Lichty Commercial Construction, Inc., and SoCo Contracting Company, Inc. under the 2020 CDBG program for playground and ADA improvements.		
Insert Caption of Legislation: A RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN SERVICES		
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO A CONTRACTUAL AGREEMENT ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION WITH KISSBERG/PARKER-FRY, JV., LICHTY COMMERCIAL CONSTRUCTION, INC., AND SOCO CONTRACTING COMPANY, INC., UNDER THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00) FOR ADA IMPROVEMENTS AND PLAYGROUNDS PROJECTS; AND FOR OTHER PURPOSES.		
Is this a COVID-19 related request? If yes, please explain. No		

Attachment: Mayor_CDBG_Contracts_for_DPR (22-R-4684 : Entering into Contracts for DPR CDBG Funds)

Please identify any financial or schedule impacts if this legislation is not approved for the current cycle? If yes, please explain. Please describe how the timeline for approval may impact the execution or renewal of a contract.
None.

Please indicate whether this legislation financially impacts other Departments/Offices? If yes, please list the departments:
 Yes _____ No

Anticipated Council Committee of Purview:
Community Development/Human Services

For Ordinances, Anticipated Committee Meeting Date for First Read:

For Ordinances, Anticipated Committee Meeting Date for Second Read:

For Resolutions, Anticipated Committee Meeting Date for First Read: November 15, 2022
(Resolutions only require one read)

Anticipated Full Council Date for Adoption: November 21, 2022

PART 2.

To be completed by the Law Department

Please identify any legal impacts/conflicts if this legislation is approved. If yes, please explain:
None.

To be completed by AIM

Please identify any technology impacts/conflicts if this legislation is approved. If yes, please explain:
None.

To be completed by the Originating Department

Procurement-related information:

- Indicate Contract Type: _____ N/A _____
- Describe the Source Selection: _____ N/A _____
- Have Invitations/Request for Proposals been issued? _____ N/A _____
- Indicate the number of invitations issued _____ N/A _____
- What is the term of the contract? _____ N/A _____

To be completed by the Originating Department and Verified by the Department of Finance

2201.140106.5239003.6220000.300278.32578-\$500,000.00 and 2201.140106.5239003.6220000.300279.32578-450,000.00	Source of Funds: Grant Funds
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Fund Account Center (Please answer):

Attachment: Mayor_CDBG_Contracts_for_DPR (22-R-4684 : Entering into Contracts for DPR CDBG Funds)

- Cost will be covered by the Department's Current Year budget
- Budget Neutral-No Monetary Impact
- Budget Neutral-Requiring a BA or TR
- Cost not anticipated in the Department's Current Year Budget
- Amendment to the Current Budget
- Please indicate if there is a method of cost recovery. If so, please describe in detail. _____
- _____ Funds will be covered with USDA grant _____

Signatures/Dates

Originating Department's Commissioner/Chief: <small>DocuSigned by:</small> 	Date: 10/26/2022
Department of Law/Attorney of Record: <small>DocuSigned by:</small> Michael Ward	Date: 10/26/2022
Chief Financial Officer: <small>DocuSigned by:</small> Jana Wilson	Date: 10/27/2022
Chief Procurement Officer (Required ONLY for purchase of any goods or services): N/A	Date:
Chief Information Officer (Required ONLY for technology review/impacts): N/A	Date:

If approval from Procurement or AIM is not required, please indicate the reasons below:
There is no technology component to this legislation. Therefore, AIM approval is not required.

Mayor's Office Only

Date Received/Staff Person (COO): <small>DocuSigned by:</small> RG	10/31/2022	Date Reviewed/Staff Person (COS): <small>DocuSigned by:</small> TAPace, DCOS	11/2/2022
Final Approval by Chief of Staff: Signature/Date:		Final Check Off by COS office: <small>DocuSigned by:</small> DD	11/3/2022

Attachment: Mayor_CDBG_Contracts_for_DPR (22-R-4684 : Entering into Contracts for DPR CDBG Funds)

**A RESOLUTION BY
COMMUNITY DEVELOPMENT/HUMAN SERVICES**

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO A CONTRACTUAL AGREEMENT ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION WITH KISSBERG/PARKER-FRY, JV., LICHTY COMMERCIAL CONSTRUCTION, INC., AND SOCO CONTRACTING COMPANY, INC., UNDER THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PROGRAM IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00) FOR ADA IMPROVEMENTS AND PLAYGROUNDS PROJECTS; AND FOR OTHER PURPOSES.

WHEREAS, projects to support the ADA and playgrounds were approved in the 2020 Annual Action Plan for the Community Development Block Grant (“CDBG”) program; and

WHEREAS, the City has obtained release of funds from the U.S. Department of Housing and Urban Development (HUD) for ADA improvements and playgrounds projects, and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to enter into contractual agreements with Kissberg Parker-Fry, JV., Lichty Commercial Construction, Inc., and SoCo Contracting Company, Inc., on behalf of the Department of Parks and Recreation for the following Community Development Block Grant (“CDBG”) projects assigned to the Department of Parks and Recreation in an amount not to exceed Nine Hundred Fifty Thousand Dollars and Zero Cents (\$950, 000.00) for ADA improvements and playground projects at various parks and recreation sites.

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare the appropriate contractual agreement for execution by the Mayor or his designee.

BE IT FURTHER RESOLVED, that all work shall be charged to and paid from the following accounts:

Fund	Org	Account	Function Activity	Project	Funding Source	Amount	Description
2201	140106	5239003	6220000	300278	32578	500,000.00	ADA Improvements 2020 CDBG (PRC Parks Design/Park Areas)
2201	140106	5239003	6220000	300279	32578	450,000.00	Playgrounds 2020 CDBG (PRC Parks

Attachment: Mayor_CDBG_Contracts_for_DPR (22-R-4684 : Entering into Contracts for DPR CDBG Funds)

							Design/Park Areas)
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BE IT FURTHER RESOLVED, that said contractual agreement shall not become binding on the City and the City shall incur no liability upon same until such contract is approved by the City Attorney as to form, executed by the Mayor or his designee, attested to by the Municipal Clerk, and delivered to the contracting party.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict with this resolution are hereby waived to the extent of the conflict.

Attachment: Mayor_CDBG_Contracts_for_DPR (22-R-4684 : Entering into Contracts for DPR CDBG Funds)

Locations of Projects for 2020 CDBG Grant Funds

2020 ADA Improvement Projects:

- Center Hill Park
- Deerwood Park
- Southbend Park

2020 Playground Projects:

- Chosewood Park
- Lucius Simon Park
- Tremont Playlot
- Verbena Playlot

Attachment: Mayor_CDBG_Contracts_for_DPR (22-R-4684 : Entering into Contracts for DPR CDBG Funds)

**CITY COUNCIL
ATLANTA, GEORGIA**

K.28

22-R-4598

******A RESOLUTION BY COUNCILMEMBER ANTONIO LEWIS, KEISHA SEAN WAITES AND JASON WINSTON AS SUBSTITUTED BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE WAIVING AND RELEASING THE OUTSTANDING LIEN IN THE AMOUNT OF EIGHTY-SIX THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS AND FIVE CENTS (\$ 86,187.05), ON APPROXIMATELY 3.65 ACRES OF REAL PROPERTY LOCATED AT 3724 FORREST PARK ROAD, ATLANTA, GEORGIA (FULTON COUNTY TAX PARCEL ID NUMBER 14-0001-LL-056-3) (THE “PROPERTY”), FOR THE PURPOSE OF TRANSFER OF THE PROPERTY TO THE CITY OF ATLANTA TO BE DEDICATED FOR A PUBLIC PARK, AS IS PERMITTED UNDER CITY OF ATLANTA CODE OF ORDINANCES PART III – LAND DEVELOPMENT CODE, APPENDIX E (ATLANTA HOUSING CODE OF 1987), ARTICLE V (JUDICIAL IN REM), SECTION 56 (H) (LIEN WAIVER AND RELEASE); AND FOR OTHER PURPOSES.(THIS LEGISLATION IS A DUAL REFERRED ITEM AND WILL BE FORWARDED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE PENDING A PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE RECOMMENDATION)**

WHEREAS, the City of Atlanta (“City”) Department of Parks and Recreation enhances the lives of residents and visitors through the development, operation, and maintenance of the City’s public parks, offering recreational activities, leisure activities, and recreational programs throughout the City; and

WHEREAS, parks, greenspace, and recreation are an integral part of the fabric of the City and must reflect each neighborhood’s distinct character and needs; and

WHEREAS, The Conservation Fund (“TCF”) is a national non-profit, 501(c)(3) organization that has a mission to conserve land, and which works with public agencies to facilitate land acquisition for public greenspace, often purchasing properties for this purpose and holding such properties until the public agency has the funds to purchase the properties; and

WHEREAS, TCF has closed in escrow on the property located at 3724 Forrest Park Road, Atlanta, Georgia (Fulton County Tax Parcel ID Number 14-0001-LL-056-3) (“Property”) with the current owner, with final closing to occur upon remedying an outstanding City lien in the amount of \$86,187.05 on the Property (“Lien”) discovered during due diligence; and

WHEREAS, pursuant to Ordinance No. 22-O- 1710, adopted by the Atlanta City Council on September 19, 2022, and approved per City Charter Section 2-403 on September 26, 2022, the City has been authorized to purchase the Property from TCF; and

WHEREAS, the Property is primarily green space, and the City’s purchase of this Property is consistent with the City of Atlanta’s goal of increasing the number of parks and green space acreage available and within closer proximity to each resident of the City; and

WHEREAS, the Property will be maintained and utilized as a public park in perpetuity and will be the only park located south of the I-285 interstate located in District 12 in Atlanta's South River Garden Community; and

WHEREAS, it is deemed in the best interest of the City to authorize a waiver and release of the Lien on the Property pursuant to the Appendix E, the Atlanta Housing Code of 1987 , of the City of Atlanta Code of Ordinances, Part III - Land Development Code, Section 56 (H), as the Property will be acquired and owned by the City and dedicated for the public use as a park; and

WHEREAS, the City's Chief Financial Officer, Department of Finance, through the Department of Revenue, is responsible for the collection of amounts due to the City for outstanding liens on property, and implements the release of liens pursuant to applicable laws and as authorized by the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Chief Financial Officer of the City of Atlanta, or his designee, is authorized to direct the Department of Revenue to waive and release the Lien owed to the City in the amount of \$86,187.05 ("Lien") on the property located at 3724 Forrest Park Road, Atlanta, Georgia (Fulton County Tax Parcel ID Number 14-0001-LL-056-3) ("Property"), pursuant to the City of Atlanta Code of Ordinances, Part III, Appendix E, (the Atlanta Housing Code of 1987), Section 56 (h), as the Property shall be acquired and owned by the City and dedicated for public use as a park.

BE IT FURTHER RESOLVED that the City Attorney, or her designee, is hereby directed to prepare the applicable documentation deemed necessary or advisable to effectuate the waiver and release of the Lien.

CITY COUNCIL
ATLANTA, GEORGIA

22-R-4598

SPONSOR SIGNATURES


Antonio Lewis, Councilmember, District 12


Jason H Winston, Councilmember, District 1


Kisha Sean Waites, Councilmember, Post 3 At Large

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4598

******A RESOLUTION BY COUNCILMEMBER ANTONIO LEWIS, KEISHA SEAN WAITES AND JASON WINSTON AS SUBSTITUTED BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE WAIVING AND RELEASING THE OUTSTANDING LIEN IN THE AMOUNT OF EIGHTY-SIX THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS AND FIVE CENTS (\$ 86,187.05), ON APPROXIMATELY 3.65 ACRES OF REAL PROPERTY LOCATED AT 3724 FORREST PARK ROAD, ATLANTA, GEORGIA (FULTON COUNTY TAX PARCEL ID NUMBER 14-0001-LL-056-3) (THE "PROPERTY"), FOR THE PURPOSE OF TRANSFER OF THE PROPERTY TO THE CITY OF ATLANTA TO BE DEDICATED FOR A PUBLIC PARK, AS IS PERMITTED UNDER CITY OF ATLANTA CODE OF ORDINANCES PART III – LAND DEVELOPMENT CODE, APPENDIX E (ATLANTA HOUSING CODE OF 1987), ARTICLE V (JUDICIAL IN REM), SECTION 56 (H) (LIEN WAIVER AND RELEASE); AND FOR OTHER PURPOSES.(THIS LEGISLATION IS A DUAL REFERRED ITEM AND WILL BE FORWARDED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE PENDING A PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE RECOMMENDATION)**

Workflow List:

Atlanta City Council	Completed	11/07/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	11/14/2022 1:00 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM
Mayor's Office	Pending	
Office of Research and Policy Analysis	Pending	

HISTORY:

11/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/15/2022 1:30 PM
11/14/22	Public Safety & Legal Administration Committee	FAVORABLE ON SUBSTITUTE
RESULT:	FAVORABLE ON SUBSTITUTE [5 TO 0]	Next: 11/21/2022 1:00 PM
MOVER:	Dustin Hillis, Chair, District 9	
SECONDER:	Byron D Amos, District 3	
AYES:	Hillis, Amos, Boone, Overstreet, Waites	
ABSTAIN:	Michael Julian Bond	
AWAY:	Mary Norwood	

22-R-4598

Last Updated: 11/14/22

Packet Pg. 384

22-R-4598

****A RESOLUTION BY COUNCILMEMBER ANTONIO LEWIS, KEISHA SEAN WAITES AND JASON WINSTON AS SUBSTITUTED BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE WAIVING AND RELEASING THE OUTSTANDING LIEN IN THE AMOUNT OF EIGHTY-SIX THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS AND FIVE CENTS (\$ 86,187.05), ON APPROXIMATELY 3.65 ACRES OF REAL PROPERTY LOCATED AT 3724 FORREST PARK ROAD, ATLANTA, GEORGIA (FULTON COUNTY TAX PARCEL ID NUMBER 14-0001-LL-056-3) (THE "PROPERTY"), FOR THE PURPOSE OF TRANSFER OF THE PROPERTY TO THE CITY OF ATLANTA TO BE DEDICATED FOR A PUBLIC PARK, AS IS PERMITTED UNDER CITY OF ATLANTA CODE OF ORDINANCES PART III – LAND DEVELOPMENT CODE, APPENDIX E (ATLANTA HOUSING CODE OF 1987), ARTICLE V (JUDICIAL IN REM), SECTION 56 (H) (LIEN WAIVER AND RELEASE); AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

CDHS

20.

Krish
L. Lewis
Krish L. Lewis

**ELMS ID# 31310
A RESOLUTION BY
COUNCILMEMBER ANTONIO LEWIS**

A RESOLUTION WAIVING AND RELEASING THE OUTSTANDING LIEN IN THE AMOUNT OF EIGHTY-SIX THOUSAND ONE HUNDRED EIGHTY-SEVEN AND FIVE CENTS (\$ 86,187.05) ON APPROXIMATELY 3.65 ACRES OF REAL PROPERTY LOCATED AT 3724 FORREST PARK ROAD, ATLANTA, GEORGIA (FULTON COUNTY TAX PARCEL ID NUMBER 14-0001-LL-056-3) (THE "PROPERTY"), FOR THE PURPOSE OF TRANSFER OF THE PROPERTY TO THE CITY OF ATLANTA TO BE DEDICATED FOR A PUBLIC PARK, AS IS PERMITTED UNDER CITY OF ATLANTA CODE OF ORDINANCES PART III – LAND DEVELOPMENT CODE, APPENDIX E (ATLANTA HOUSING CODE OF 1987), ARTICLE V (JUDICIAL IN REM), SECTION 56 (H) (LIEN WAIVER AND RELEASE); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") Department of Parks and Recreation enhances the lives of residents and visitors through the development, operation, and maintenance of the City's public parks, offering recreational activities, leisure activities, and recreational programs throughout the City; and

WHEREAS, parks, greenspace, and recreation are an integral part of the fabric of the City and must reflect each neighborhood's distinct character and needs; and

WHEREAS, The Conservation Fund ("TCF") is a national non-profit, 501(c)(3) organization that has a mission to conserve land, and which works with public agencies to facilitate land acquisition for public greenspace, often purchasing properties for this purpose and holding such properties until the public agency has the funds to purchase the properties; and

WHEREAS, TCF has closed in escrow on the property located at 3724 Forrest Park Road, Atlanta, Georgia (Fulton County Tax Parcel ID Number 14-0001-LL-056-3) ("Property") with the current owner, with final closing to occur upon remedying an outstanding City lien in the amount of \$86,187.05 on the Property ("Lien") discovered during due diligence; and

WHEREAS, pursuant to Ordinance No. 22-O-_____, adopted by the Atlanta City Council on September __, 2022, and approved per City Charter Section 2-403 on _____, 2022, the City has been authorized to purchase the Property from TCF; and

WHEREAS, the Property is primarily green space, and the City's purchase of this Property is consistent with the City of Atlanta's goal of increasing the number of parks and green space acreage available and within closer proximity to each resident of the City; and

WHEREAS, the Property will be maintained and utilized as a public park in perpetuity and will be the only park located south of the I-285 interstate located in District 12 in Atlanta's South River Garden Community; and

Attachment: #26_31310 (22-R-4598 : Waive and Release Lien on 3724 Forrest Park Rd)

WHEREAS, it is deemed in the best interest of the City to authorize a waiver and release of the Lien on the Property pursuant to the Appendix E, the Atlanta Housing Code of 1987, of the City of Atlanta Code of Ordinances, Part III – Land Development Code, Section 56 (H), as the Property will be acquired and owned by the City and dedicated for the public use as a park; and

WHEREAS, the City’s Chief Financial Officer, Department of Finance, through the Department of Revenue, is responsible for the collection of amounts due to the City for outstanding liens on property and implements the release of liens pursuant to applicable laws and as authorized by the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Chief Financial Officer of the City of Atlanta, or his designee, is authorized to direct the Department of Revenue to waive and release the Lien owed to the City in the amount of \$86,187.05 (“Lien”) on the property located at 3724 Forrest Park Road, Atlanta, Georgia (Fulton County Tax Parcel ID Number 14-0001-LL-056-3) (“Property”), pursuant to the City of Atlanta Code of Ordinances, Part III, Appendix E, (the Atlanta Housing Code of 1987), Section 56 (h), as the Property shall be acquired and owned by the City and dedicated for public use as a park.

BE IT FURTHER RESOLVED that the City Attorney, or her designee, is hereby directed to prepare the applicable documentation deemed necessary or advisable to effectuate the waiver and release of the Lien.

Attachment: #26_31310 (22-R-4598 : Waive and Release Lien on 3724 Forrest Park Rd)

22-R-3861

******A RESOLUTION BY COUNCILMEMBERS LILIANA BAKHTIARI, MICHAEL JULIAN BOND, MATT WESTMORELAND, KEISHA SEAN WAITES, JASON WINSTON, AMIR FAROKHI, BYRON D. AMOS, JASON DOZIER, ALEX WAN, HOWARD SHOOK, DUSTIN HILLIS, ANDREA L. BOONE AND MARCI COLLIER OVERSTREET TO ESTABLISH A STAKEHOLDER COMMITTEE TO PROVIDE VITAL STAKEHOLDER INPUT ON THE FORMATION OF A PARTNERSHIP WITH POLICING ALTERNATIVES & DIVERSION INITIATIVE (PAD) AND OTHER PARTNERS IN THE CREATION OF AN INTAKE CENTER AT SELENA S. BUTLER RECREATION CENTER TO SERVE AS A PLACE OF RESPITE WHERE THE UNHOUSED IN THE COMMUNITY AND OTHERS IN NEED OF SERVICES CAN RECEIVE SHORT-TERM CARE NAVIGATION, STABILIZING SUPPORTS, AND WARM REFERRALS TO OTHER SERVICE PROVIDERS; AND FOR OTHER PURPOSES.(THIS LEGISLATION IS A DUAL REFERRED ITEM AND WILL BE FORWARDED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE PENDING A PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE RECOMMENDATION) ► (HELD 6/27/22 AT THE REQUEST OF THE SPONSOR)**

WHEREAS, pursuant to 15-R-3920, when a design team was tasked with developing a vision and plan to implement a Policing Alternatives & Diversion Initiative (PAD) pilot program in Atlanta, the concept has gained traction; and

WHEREAS pursuant to 17-R-3693 the City of Atlanta to entered into an appropriate Memorandum of Understanding (MOU) with the Fulton County District Attorney, the Fulton County Solicitor, the Fulton County Public Defender's Office, and the Atlanta/Fulton County Policing Alternatives & Diversion Initiative, Inc. for the creation of the PAD Initiative Operational Working Group, and to memorialize the governance and responsibilities thereof; and

WHEREAS, since 2021, in partnership with the City of Atlanta's non-emergency 311 city services line, PAD now supplies citywide Community Response Services for quality-of-life concerns related to mental health, substance use, or extreme poverty; and

WHEREAS, Selena S. Butler Recreation Center is named for Selena Sloan Butler (1872-1964), a community activist, educator, and a key founding member of the National Parent-Teacher Association; and

WHEREAS, the 3.5-acre Selena S. Butler Recreation Center is in Atlanta's Auburn Avenue District and is bordered by Williams Holmes Borders Sr. Drive, Hilliard, and Tanner Streets; and

WHEREAS, the community surrounding Selena S. Butler Recreation Center have voiced a desire to form a partnership with PAD to establish an intake center in the Recreation Center to serve as a place of respite where the unhoused and others in the community in need of services can receive short-term care navigation, stabilizing supports, and warm referrals to other service providers.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that a stakeholder committee is established to provide vital stakeholder input on the formation of a partnership with Policing Alternatives & Diversion Initiative (PAD) and other partners in the creation of an intake center at Selena S. Butler Recreation Center to serve as a place of respite where the unhoused in the community and others in need of services can receive short-term care navigation, stabilizing supports, and warm referrals to other service providers.

BE IT FURTHER RESOLVED, that the initial members of this stakeholder committee shall include, but not be limited to:

Atlanta City Council, District 5	Liliana Bakhtiari
Atlanta City Council, District 2	Amir Farokhi
Atlanta City Council, Post 2 At-Large	Matt Westmoreland
ADID A.S.I.S.T	Nakasha Shoyinka
Atlanta Fire Department, Station 4	Designee
Atlanta Police Department, Zone 5	Designee
Atlanta Police Department, Zone 6	Major Ries
Atlanta Police Department, HOPE Team	Designee
Atlanta Center for Self Sufficiency	Dana Inman
Atlanta Department of Parks and Recreation	Designee
Atlanta Department of Public Works	Commissioner Al Wiggins
Atlanta Harm Reduction Coalition	Designee
Auburn Curb Market	Joshua Humphries
Big Bethel	Jerome Edmondson
CHRIS 180	Kathy Colbenson
CHRIS 180	Aaron Johnson
Crossroads Community Ministry	Tony Johns
Gateway	Amanda VanDalen
Georgia State University	Designee
Grady Hospital	Designee
GSU HOPE Team	Sergeant Corrigan
Historical District Development Corporation	Chenee Joseph
Intown Collaborative Ministries	April Campbell
Intown Collaborative Ministries	Richard Cook
Invest Atlanta	Michele Lewis
Mercy Care	Kathryn Lawler
Oakland Foundation	Richard Harker
Office of Violence Prevention	Jacquel Clemens
Old Fourth Ward Business Association	Darryl Johnson
Partners for Home	Cathryn Vassell
Partners for Home	Jamie Kimbrough
Policing Alternatives & Diversion Initiative	Designee
Recovery Resources of Atlanta - Midtown	Shawn Mason
Remerge	Sylvia Broome
Remerge	Andy Odle
Remerge	Ben Graham
Safehouse Outreach	Drew Benton

Safehouse Outreach
 Southern Center for Human Rights
 Sweet Auburn Works
 Women on the Rise
 Woodson Consulting Partners
 4th and SAND

Yolanda McGee
 Micah Herskind
 LeJuano Varnell
 Designee
 Donnell Woodson
 Devon Woodson

BE IT FURTHER RESOLVED that the stakeholder committee shall work under the consultation of a Chair appointed by the District 5 Councilmember.

BE IT FURTHER RESOLVED that the members of the stakeholder committee shall not require Council confirmation.

BE IT FURTHER RESOLVED that in accordance with the Code of Ordinances Part I - Charter and Related Laws Subpart A - Charter Article 3. - Executive Chapter 4. - Boards, Authorities, Commissions, And Other Similar Bodies (II)(b)(1), this board, authority, commission, and other similar body such as a stakeholder committee established by resolution, colloquially called a BACE, shall meet within 60 days after adoption of this resolution and establish a quorum within 90 days or shall be sunset by the Municipal Clerk without authorization from the City Council; but with notice of such terminations being provided by the Clerk to the sponsor of this legislation and others as required by said Code.

BE IT FURTHER RESOLVED that the Office of District 5 shall provide the required staffing and administrative support to the stakeholder committee and serve as a point of contact for the Municipal Clerk per Chapter 4, Article 3 of the City Charter regarding the creation of BACEs, until such time as another point of contact is established and communicated as such to the Municipal Clerk.

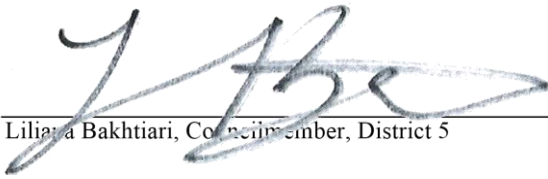
BE IT FURTHER RESOLVED that the stakeholder committee shall be sunset two (2) years after adoption of this resolution by the Municipal Clerk without authorization from the City Council unless legislation to extend the stakeholder committee is adopted.

BE IT FINALLY RESOLVED that all resolutions or parts of resolutions in conflict herewith are hereby waived to the extent of the conflict.

CITY COUNCIL
ATLANTA, GEORGIA

22-R-3861

SPONSOR SIGNATURES



Liliya Bakhtiari, Councilmember, District 5



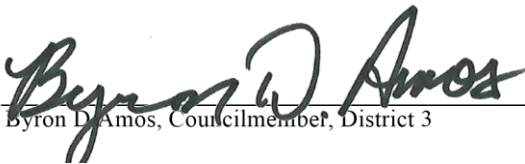
Alex Wan, Councilmember, District 6



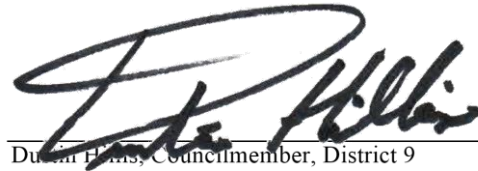
Amir R Firokhi, Councilmember, District 2



Andrea L. Boone, Councilmember, District 10



Byron D Amos, Councilmember, District 3



Duane Hines, Councilmember, District 9



Howard Shook, Councilmember, District 7



Jason Gozier, Councilmember, District 4



Jason H Winston, Councilmember, District 1



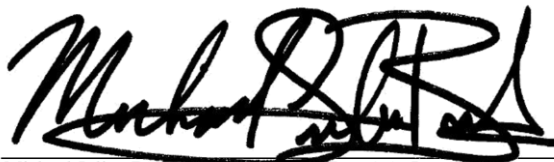
Krisha Sean Waites, Councilmember, Post 3 At Large



March Collier Overstreet, Councilmember, District 11



Matt Westmoreland, Councilmember, Post 2 At Large



Michael Julian Bond, Councilmember, Post 1 At Large

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-3861

******A RESOLUTION BY COUNCILMEMBERS LILIANA BAKHTIARI, MICHAEL JULIAN BOND, MATT WESTMORELAND, KEISHA SEAN WAITES, JASON WINSTON, AMIR FAROKHI, BYRON D. AMOS, JASON DOZIER, ALEX WAN, HOWARD SHOOK, DUSTIN HILLIS, ANDREA L. BOONE AND MARCI COLLIER OVERSTREET TO ESTABLISH A STAKEHOLDER COMMITTEE TO PROVIDE VITAL STAKEHOLDER INPUT ON THE FORMATION OF A PARTNERSHIP WITH POLICING ALTERNATIVES & DIVERSION INITIATIVE (PAD) AND OTHER PARTNERS IN THE CREATION OF AN INTAKE CENTER AT SELENA S. BUTLER RECREATION CENTER TO SERVE AS A PLACE OF RESPITE WHERE THE UNHOUSED IN THE COMMUNITY AND OTHERS IN NEED OF SERVICES CAN RECEIVE SHORT-TERM CARE NAVIGATION, STABILIZING SUPPORTS, AND WARM REFERRALS TO OTHER SERVICE PROVIDERS; AND FOR OTHER PURPOSES.(THIS LEGISLATION IS A DUAL REFERRED ITEM AND WILL BE FORWARDED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE PENDING A PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE RECOMMENDATION) ► (HELD 6/27/22 AT THE REQUEST OF THE SPONSOR)**

Workflow List:

Atlanta City Council	Completed	06/21/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	06/27/2022 2:00 PM
Atlanta City Council	Completed	07/05/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/28/2022 1:30 PM
Atlanta City Council	Completed	07/05/2022 1:00 PM
Community Development/Human Services Committee	Completed	07/12/2022 1:30 PM
Public Safety & Legal Administration Committee	Completed	07/11/2022 1:00 PM
Atlanta City Council	Completed	08/01/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	08/08/2022 1:00 PM
Atlanta City Council	Completed	08/15/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/09/2022 1:30 PM
Public Safety & Legal Administration Committee	Completed	08/22/2022 1:00 PM
Atlanta City Council	Completed	09/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/23/2022 1:30 PM
Public Safety & Legal Administration Committee	Completed	09/12/2022 1:00 PM
Atlanta City Council	Completed	09/19/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/13/2022 1:30 PM
Community Development/Human Services Committee	Completed	09/27/2022 1:30 PM
Public Safety & Legal Administration Committee	Completed	09/26/2022 1:00 PM
Atlanta City Council	Completed	10/03/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	10/10/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	10/24/2022 1:00 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Public Safety & Legal Administration Committee	Completed	11/14/2022 1:00 PM
Atlanta City Council	Pending	11/21/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

06/21/22

Atlanta City Council

REFERRED WITHOUT OBJECTION

REFERRED TO PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE & COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 6/27/2022 2:00 PM
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06/27/22

Public Safety & Legal Administration Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]	Next: 7/5/2022 1:00 PM
MOVER:	Dustin Hillis, Chair, District 9	
SECONDER:	Andrea L. Boone, District 10	
AYES:	Hillis, Amos, Bond, Boone, Norwood, Overstreet, Waites	

06/28/22

Community Development/Human Services Committee

No action required. This item is being held in the Public Safety and Legal Administration Committee.

07/05/22

Atlanta City Council

RETURNED AS HELD

RETURNED AS HELD TO PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 7/11/2022 1:00 PM
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07/11/22

Public Safety & Legal Administration Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 8/1/2022 1:00 PM
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07/12/22

Community Development/Human Services Committee

No action required. This item is being held in Public Safety and Legal Administration Committee.

08/01/22

Atlanta City Council

RETURNED AS HELD

RETURN AS HELD TO PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 8/8/2022 1:00 PM
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08/08/22

Public Safety & Legal Administration Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 8/15/2022 1:00 PM
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08/09/22

Community Development/Human Services Committee

No action required. This item is being held in Public Safety and Legal Administration Committee.

08/15/22

Atlanta City Council

RETURNED AS HELD

RETURNED AS HELD TO PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 8/22/2022 1:00 PM
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08/22/22 Public Safety & Legal Administration Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 9/6/2022 1:00 PM
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08/23/22 Community Development/Human Services Committee

No Action Required. This item is being held in Public Safety and Legal Administration Committee.

09/06/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 9/12/2022 1:00 PM
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09/12/22 Public Safety & Legal Administration Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 9/19/2022 1:00 PM
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09/13/22 Community Development/Human Services Committee

No Action Required. This item is being held in Public Safety and Legal Administration Committee.

09/19/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 9/26/2022 1:00 PM
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09/26/22 Public Safety & Legal Administration Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 10/3/2022 1:00 PM
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09/27/22 Community Development/Human Services Committee

No Action Required. This item is being held in the Public Safety and Legal Administration Committee.

10/03/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 10/10/2022 1:00 PM
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10/10/22 Public Safety & Legal Administration Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 10/17/2022 1:00 PM
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10/11/22 Community Development/Human Services Committee

No Action Required. This item is being held in the Public Safety and Legal Administration Committee.

10/17/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 10/24/2022 1:00 PM
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10/24/22	Public Safety & Legal Administration Committee	HELD IN COMMITTEE
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RESULT:	HELD IN COMMITTEE	Next: 11/7/2022 1:00 PM
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10/25/22	Community Development/Human Services Committee	
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No Action Required. This item is being held in Public Safety and Legal Administration Committee.)

11/07/22	Atlanta City Council	RETURNED AS HELD
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RETURNED AS HELD TO PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 11/14/2022 1:00 PM
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11/14/22	Public Safety & Legal Administration Committee	HELD IN COMMITTEE
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RESULT:	HELD IN COMMITTEE	Next: 11/21/2022 1:00 PM
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22-R-3861

****A RESOLUTION BY COUNCILMEMBERS LILIANA BAKHTIARI, MICHAEL JULIAN BOND, MATT WESTMORELAND, KEISHA SEAN WAITES, JASON WINSTON, AMIR FAROKHI, BYRON D. AMOS, JASON DOZIER, ALEX WAN, HOWARD SHOOK, DUSTIN HILLIS, ANDREA L. BOONE AND MARCI COLLIER OVERSTREET TO ESTABLISH A STAKEHOLDER COMMITTEE TO PROVIDE VITAL STAKEHOLDER INPUT ON THE FORMATION OF A PARTNERSHIP WITH POLICING ALTERNATIVES & DIVERSION INITIATIVE (PAD) AND OTHER PARTNERS IN THE CREATION OF AN INTAKE CENTER AT SELENA S. BUTLER RECREATION CENTER TO SERVE AS A PLACE OF RESPITE WHERE THE UNHOUSED IN THE COMMUNITY AND OTHERS IN NEED OF SERVICES CAN RECEIVE SHORT-TERM CARE NAVIGATION, STABILIZING SUPPORTS, AND WARM REFERRALS TO OTHER SERVICE PROVIDERS; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

ELMS# 30188

**A RESOLUTION
BY COUNCILMEMBER LILIANA BAKHTIARI**

A RESOLUTION TO ESTABLISH A STAKEHOLDER COMMITTEE TO PROVIDE VITAL STAKEHOLDER INPUT ON THE FORMATION OF A PARTNERSHIP WITH POLICING ALTERNATIVES & DIVERSION INITIATIVE (PAD) AND OTHER PARTNERS IN THE CREATION OF AN INTAKE CENTER AT SELENA S. BUTLER PARK TO SERVE AS A PLACE OF RESPITE WHERE THE UNHOUSED IN THE COMMUNITY AND OTHERS IN NEED OF SERVICES CAN RECEIVE SHORT-TERM CARE NAVIGATION, STABILIZING SUPPORTS, AND WARM REFERRALS TO OTHER SERVICE PROVIDERS; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to 15-R-3920, when a design team was tasked with developing a vision and plan to implement a Policing Alternatives & Diversion Initiative (PAD) pilot program in Atlanta, the concept has gained traction; and

WHEREAS pursuant to 17-R-3693 the City of Atlanta to entered into an appropriate Memorandum of Understanding (MOU) with the Fulton County District Attorney, the Fulton County Solicitor, the Fulton County Public Defender's Office, and the Atlanta/Fulton County Policing Alternatives & Diversion Initiative, Inc. for the creation of the PAD Initiative Operational Working Group, and to memorialize the governance and responsibilities thereof; and

WHEREAS, since 2021, in partnership with the City of Atlanta's non-emergency 311 city services line, PAD now supplies citywide Community Response Services for quality-of-life concerns related to mental health, substance use, or extreme poverty; and

WHEREAS, Selena S. Butler Park is named for Selena Sloan Butler (1872-1964), a community activist, educator, and a key founding member of the National Parent-Teacher Association; and

WHEREAS, the 3.5-acre Selena S. Butler Park is in Atlanta's Auburn Avenue District and is bordered by Williams Holmes Borders Sr. Drive, Hilliard, and Tanner Streets; and

WHEREAS, the community surrounding Selena S. Butler Park have voiced a desire to form a partnership with PAD to establish an intake center in the park to serve as a place of respite where the unhoused and others in the community in need of services can receive short-term care navigation, stabilizing supports, and warm referrals to other service providers.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that a stakeholder committee is established to provide vital stakeholder input on the formation of a partnership with Policing Alternatives & Diversion Initiative (PAD) and other partners in the creation of an intake center at Selena S. Butler Park to serve as a place of respite where the unhoused in the community and others in need of services can receive short-term care navigation, stabilizing supports, and warm referrals to other service providers.

Alaska
We share land

By W.A.
APL
(Frankie)

Head Shack
Jason Dozier
Marca Cahoon
John W. White

rec
ces

Attachment: 30188 (22-R-3861 : Policing Alternatives & Diversion Initiative PAD in Butler Park)

ELMS# 30188

BE IT FURTHER RESOLVED, that the initial members of this stakeholder committee shall include, but not be limited to:

Atlanta City Council, District 5	Liliana Bakhtiari
Atlanta City Council, District 2	Amir Farokhi
Atlanta City Council, Post 2 At-Large	Matt Westmoreland
ADID A.S.I.S.T	Nakasha Shoyinka
Atlanta Fire Department, Station 4	Designee
Atlanta Police Department, Zone 5	Designee
Atlanta Police Department, Zone 6	Major Ries
Atlanta Police Department, HOPE Team	Designee
Atlanta Center for Self Sufficiency	Dana Inman
Atlanta Department of Parks and Recreation	Designee
Atlanta Department of Public Works	Commissioner Al Wiggins
Atlanta Harm Reduction Coalition	Designee
Auburn Curb Market	Joshua Humphries
Big Bethel	Jerome Edmondson
CHRIS 180	Kathy Colbenson
CHRIS 180	Aaron Johnson
Crossroads Community Ministry	Tony Johns
Gateway	Amanda VanDalen
Georgia State University	Designee
Grady Hospital	Designee
GSU HOPE Team	Sergeant Corrigan
Historical District Development Corporation	Chenee Joseph
Intown Collaborative Ministries	April Campbell
Intown Collaborative Ministries	Richard Cook
Invest Atlanta	Michele Lewis
Mercy Care	Kathryn Lawler
Oakland Foundation	Richard Harker
Office of Violence Prevention	Jacquel Clemens
Old Fourth Ward Business Association	Darryl Johnson
Partners for Home	Cathryn Vassell
Partners for Home	Jamie Kimbrough
Policing Alternatives & Diversion Initiative	Designee
Recovery Resources of Atlanta - Midtown	Shawn Mason
Remerge	Sylvia Broome
Remerge	Andy Odle
Remerge	Ben Graham
Safehouse Outreach	Drew Benton
Safehouse Outreach	Yolanda McGee
Southern Center for Human Rights	Micah Herskind
Sweet Auburn Works	LeJuano Varnell
Women on the Rise	Designee
Woodson Consulting Partners	Donnell Woodson

ELMS# 30188

4th and SAND

Devon Woodson

BE IT FURTHER RESOLVED that the stakeholder committee shall work under the consultation of a Chair appointed by the District 5 Councilmember.

BE IT FURTHER RESOLVED that the members of the stakeholder committee shall not require Council confirmation.

BE IT FURTHER RESOLVED that in accordance with the Code of Ordinances Part I - Charter and Related Laws Subpart A - Charter Article 3. - Executive Chapter 4. - Boards, Authorities, Commissions, And Other Similar Bodies (II)(b)(1), this board, authority, commission, and other similar body such as a stakeholder committee established by resolution, colloquially called a BACE, shall meet within 60 days after adoption of this resolution and establish a quorum within 90 days or shall be sunset by the Municipal Clerk without authorization from the City Council; but with notice of such terminations being provided by the Clerk to the sponsor of this legislation and others as required by said Code.

BE IT FURTHER RESOLVED that the Office of District 5 shall provide the required staffing and administrative support to the stakeholder committee and serve as a point of contact for the Municipal Clerk per Chapter 4, Article 3 of the City Charter regarding the creation of BACEs, until such time as another point of contact is established and communicated as such to the Municipal Clerk.

BE IT FURTHER RESOLVED that the stakeholder committee shall be sunset two (2) years after adoption of this resolution by the Municipal Clerk without authorization from the City Council unless legislation to extend the stakeholder committee is adopted.

BE IT FINALLY RESOLVED that all resolutions or parts of resolutions in conflict herewith are hereby waived to the extent of the conflict.

**CITY COUNCIL
ATLANTA, GEORGIA**

L.30

22-O-1038

CDP-20-006 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE A PORTION OF THE PROPERTY LOCATED AT 1576 DONALD LEE HOLLOWELL PARKWAY FROM THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION TO THE MIXED USE-MEDIUM DENSITY (MUMD) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-20-005) NPU-J COUNCIL DISTRICT 9

►(HELD 1/25/22 BY THE COMMITTEE FOR THE CDP PUBLIC HEARING AND TO FOLLOW COMPANION LEGISLATION)

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1. An ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate a portion of the property located at 1576 Donald Lee Hollowell Parkway from the Low Density Commercial (LDC) Land Use Designation to the Mixed Use-Medium Density (MUMD) Land Use Designation and for other purposes (Z-20-005) to wit:

All that tract or parcels of land lying and being in Land Lot 146 of the 14th district of Fulton County, Georgia. Said property is more specifically shown on the attached map, Exhibit ‘A’, which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1038

CDP-20-006 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE A PORTION OF THE PROPERTY LOCATED AT 1576 DONALD LEE HOLLOWELL PARKWAY FROM THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION TO THE MIXED USE-MEDIUM DENSITY (MUMD) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-20-005) NPU-J COUNCIL DISTRICT 9

**► (Held 1/25/22 by the committee for the CDP Public Hearing
and to follow companion legislation)**

Workflow List:

Keyetta M Holmes	Completed	01/03/2022 4:52 PM
Tim Keane	Completed	01/03/2022 4:57 PM
Jonathan S Futrell	Completed	01/03/2022 4:58 PM
Office of Research and Policy Analysis	Completed	01/04/2022 9:45 PM
Community Development/Human Services Committee	Pending	01/11/2022 1:30 PM
Atlanta City Council	Completed	01/18/2022 1:00 PM
Community Development/Human Services Committee	Completed	01/25/2022 1:30 PM
Atlanta City Council	Completed	02/07/2022 1:00 PM
Community Development/Human Services Committee	Completed	02/15/2022 1:30 PM
Atlanta City Council	Completed	02/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	03/01/2022 1:30 PM
Atlanta City Council	Completed	03/07/2022 1:00 PM
Community Development/Human Services Committee	Completed	03/15/2022 1:30 PM
Atlanta City Council	Completed	03/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	03/29/2022 1:30 PM
Atlanta City Council	Completed	04/18/2022 1:00 PM
Community Development/Human Services Committee	Completed	04/26/2022 1:30 PM
Atlanta City Council	Completed	05/02/2022 1:00 PM
Community Development/Human Services Committee	Completed	05/10/2022 1:30 PM
Atlanta City Council	Completed	05/16/2022 1:00 PM
Community Development/Human Services Committee	Completed	05/24/2022 1:30 PM
Atlanta City Council	Completed	06/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/14/2022 1:30 PM
Atlanta City Council	Completed	06/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/28/2022 1:30 PM
Atlanta City Council	Completed	07/05/2022 1:00 PM
Community Development/Human Services Committee	Completed	07/12/2022 1:30 PM
Atlanta City Council	Completed	08/01/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/09/2022 1:30 PM
Atlanta City Council	Completed	08/15/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/23/2022 1:30 PM
Atlanta City Council	Completed	09/06/2022 1:00 PM

Community Development/Human Services Committee	Completed	09/13/2022 1:30 PM
Atlanta City Council	Completed	09/19/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/27/2022 1:30 PM
Atlanta City Council	Completed	10/03/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

01/18/22 Atlanta City Council HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 1/25/2022 1:30 PM
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01/25/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]	Next: 2/7/2022 1:00 PM
MOVER:	Michael Julian Bond, Post 1 At-Large	
SECONDER:	Matt Westmoreland, Post 2 At-Large	
AYES:	Dozier, Amos, Bakhtiari, Bond, Hillis, Westmoreland, Winston	

02/07/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 2/15/2022 1:30 PM
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02/15/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 2/21/2022 1:00 PM
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02/21/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 3/1/2022 1:30 PM
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03/01/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 3/7/2022 1:00 PM
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03/07/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 3/15/2022 1:30 PM
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03/15/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 3/21/2022 1:00 PM
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03/21/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 3/29/2022 1:30 PM
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03/29/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 4/18/2022 1:00 PM
04/18/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 4/26/2022 1:30 PM
04/26/22	Community Development/Human Services Committee	
05/02/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 5/10/2022 1:30 PM
05/10/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 5/16/2022 1:00 PM
05/16/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 5/24/2022 1:30 PM
05/24/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/6/2022 1:00 PM
06/06/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/14/2022 1:30 PM
06/14/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/21/2022 1:00 PM
06/21/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/28/2022 1:30 PM
06/28/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 7/5/2022 1:00 PM
07/05/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 7/12/2022 1:30 PM
07/12/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 8/1/2022 1:00 PM
08/01/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 8/9/2022 1:30 PM
08/09/22	Community Development/Human Services Committee	

08/15/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 8/23/2022 1:30 PM
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08/23/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 9/6/2022 1:00 PM
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09/06/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 9/13/2022 1:30 PM
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09/13/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 9/19/2022 1:00 PM
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09/19/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 9/27/2022 1:30 PM
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09/27/22 Community Development/Human Services Committee

10/03/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 10/11/2022 1:30 PM
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10/11/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 10/17/2022 1:00 PM
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10/17/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 10/25/2022 1:30 PM
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10/25/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 11/7/2022 1:00 PM
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11/07/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 11/15/2022 1:30 PM
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Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit A



Attachment: CDP-20-006 DL Hollowell map (22-O-1038 : CDP-20-006 1576 Donal Lee Hollowell Pkwy Land Use A amendment)

**CITY COUNCIL
ATLANTA, GEORGIA**

L.31

22-O-1045

**CDP-21-053 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 570 FLAT SHOALS AVENUE SE FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-21-077) NPU-W COUNCIL DISTRICT 5
▶(HELD 1/25/22 BY THE COMMITTEE FOR THE CDP PUBLIC HEARING AND TO FOLLOW COMPANION LEGISLATION)**

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1. An ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 570 Flat Shoals Avenue SE from the Single Family Residential (SFR) Land Use Designation to the Low Density Commercial (LDC) Land Use Designation and for other purposes to wit (Z-21-077):

All that tract or parcels of land lying and being in Land Lot 176 of the 15th district of Dekalb County, Georgia

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1045

CDP-21-053 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 570 FLAT SHOALS AVENUE SE FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-21-077) NPU-W COUNCIL DISTRICT 5

**► (Held 1/25/22 by the committee for the CDP Public Hearing
and to follow companion legislation)**

Workflow List:

Keyetta M Holmes	Completed	01/03/2022 6:24 PM
Jonathan S Futrell	Completed	01/03/2022 6:31 PM
Tim Keane	Completed	01/04/2022 9:59 AM
Office of Research and Policy Analysis	Completed	01/05/2022 3:17 PM
Community Development/Human Services Committee	Pending	01/11/2022 1:30 PM
Atlanta City Council	Completed	01/18/2022 1:00 PM
Community Development/Human Services Committee	Completed	01/25/2022 1:30 PM
Atlanta City Council	Completed	02/07/2022 1:00 PM
Community Development/Human Services Committee	Completed	02/15/2022 1:30 PM
Atlanta City Council	Completed	02/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	03/01/2022 1:30 PM
Atlanta City Council	Completed	03/07/2022 1:00 PM
Community Development/Human Services Committee	Completed	03/15/2022 1:30 PM
Atlanta City Council	Completed	03/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	03/29/2022 1:30 PM
Atlanta City Council	Completed	04/18/2022 1:00 PM
Community Development/Human Services Committee	Completed	04/26/2022 1:30 PM
Atlanta City Council	Completed	05/02/2022 1:00 PM
Community Development/Human Services Committee	Completed	05/10/2022 1:30 PM
Atlanta City Council	Completed	05/16/2022 1:00 PM
Community Development/Human Services Committee	Completed	05/24/2022 1:30 PM
Atlanta City Council	Completed	06/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/14/2022 1:30 PM
Atlanta City Council	Completed	06/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/28/2022 1:30 PM
Atlanta City Council	Completed	07/05/2022 1:00 PM
Community Development/Human Services Committee	Completed	07/12/2022 1:30 PM
Atlanta City Council	Completed	08/01/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/09/2022 1:30 PM
Atlanta City Council	Completed	08/15/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/23/2022 1:30 PM
Atlanta City Council	Completed	09/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/13/2022 1:30 PM

Last Updated: 03/1/22

22-O-1045

Packet Pg. 411

Atlanta City Council	Completed	09/19/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/27/2022 1:30 PM
Atlanta City Council	Completed	10/03/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

01/18/22 Atlanta City Council HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 1/25/2022 1:30 PM
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01/25/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]	Next: 2/7/2022 1:00 PM
MOVER:	Michael Julian Bond, Post 1 At-Large	
SECONDER:	Matt Westmoreland, Post 2 At-Large	
AYES:	Dozier, Amos, Bakhtiari, Bond, Hillis, Westmoreland, Winston	

02/07/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 2/15/2022 1:30 PM
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02/15/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 2/21/2022 1:00 PM
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02/21/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 3/1/2022 1:30 PM
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03/01/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 3/7/2022 1:00 PM
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03/07/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 3/15/2022 1:30 PM
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03/15/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 3/21/2022 1:00 PM
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03/21/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 3/29/2022 1:30 PM
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03/29/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 4/18/2022 1:00 PM
04/18/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 4/26/2022 1:30 PM
04/26/22	Community Development/Human Services Committee	
05/02/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 5/10/2022 1:30 PM
05/10/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 5/16/2022 1:00 PM
05/16/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 5/24/2022 1:30 PM
05/24/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/6/2022 1:00 PM
06/06/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/14/2022 1:30 PM
06/14/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/21/2022 1:00 PM
06/21/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/28/2022 1:30 PM
06/28/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 7/5/2022 1:00 PM
07/05/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 7/12/2022 1:30 PM
07/12/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 8/1/2022 1:00 PM
08/01/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 8/9/2022 1:30 PM
08/09/22	Community Development/Human Services Committee	

08/15/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD Next: 8/23/2022 1:30 PM

08/23/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE Next: 9/6/2022 1:00 PM

09/06/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD Next: 9/13/2022 1:30 PM

09/13/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE Next: 9/19/2022 1:00 PM

09/19/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD Next: 9/27/2022 1:30 PM

09/27/22 Community Development/Human Services Committee

10/03/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD Next: 10/11/2022 1:30 PM

10/11/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE Next: 10/17/2022 1:00 PM

10/17/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD Next: 10/25/2022 1:30 PM

10/25/22 Community Development/Human Services Committee HELD IN COMMITTEE

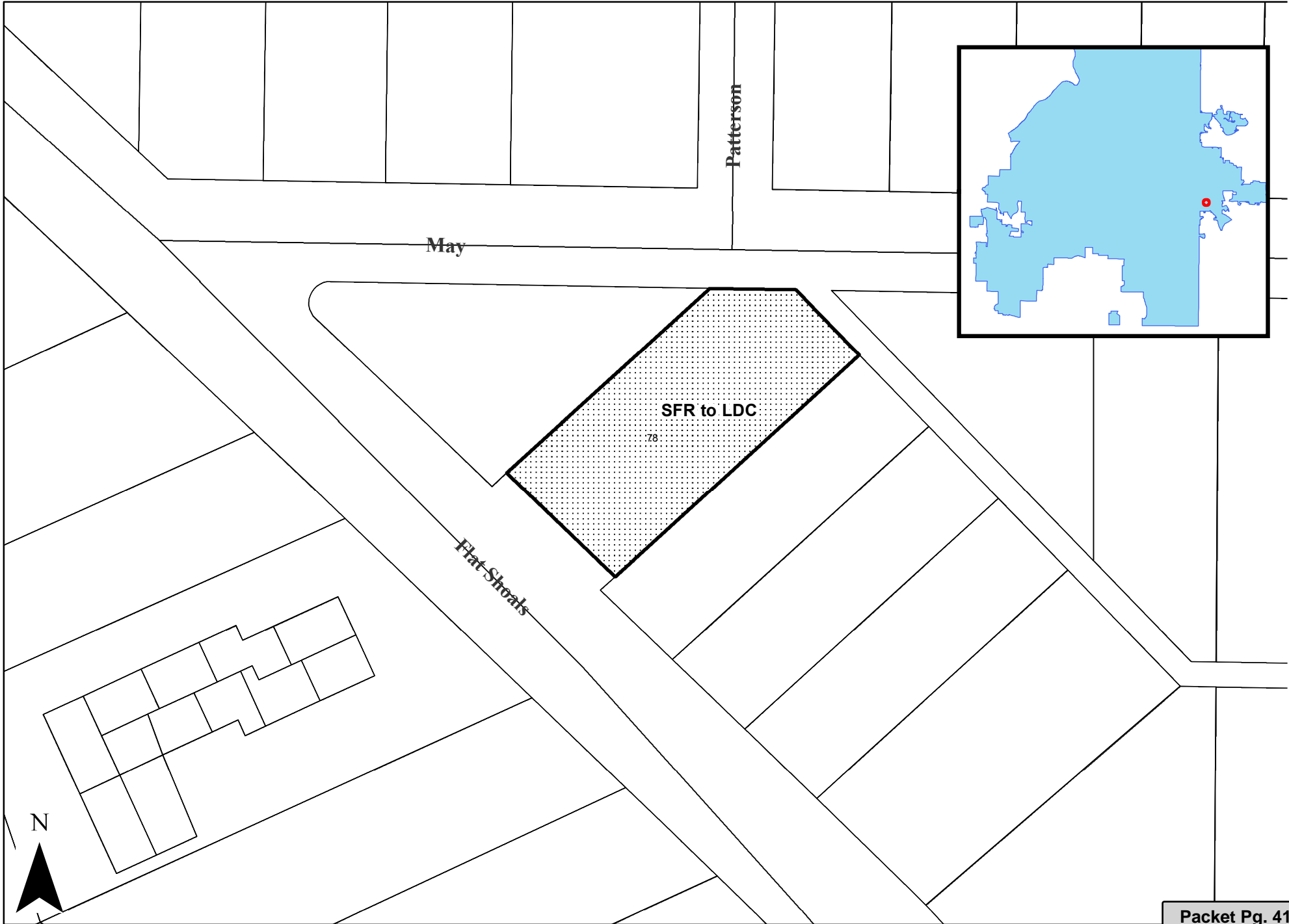
RESULT: HELD IN COMMITTEE Next: 11/7/2022 1:00 PM

11/07/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD Next: 11/15/2022 1:30 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Attachment: CDP-21-053Map (22-O-1045 : CDP-21-053 570 Flat Shoals Land Use Amendment)

Affordable Housing Impact Statement CDP-21-053

Requirements

Per the requirements of the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2, Affordable Housing Impact Statements shall include a quantitative or numeric section that shall provide numeric estimates of impacts, quantifying numbers of units impacted at certain levels of Area Median Income (AMI) over the 30-year period following the enactment of the legislation; and a narrative section to provide an explanation of the analyses that led to the estimates.

Narrative Section

The ordinance would change the land use from Single density residential to Low density commercial.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding _0_, preserving _0_, or decreasing _0_ units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding _0_, preserving _0_, or decreasing _0_ units affordable between 30.01 and 50 percent of AMI; and

Adding _0_ , preserving _0_, or decreasing _0_ units affordable between 50.01 and 80 percent of AMI; and

Adding _0_, preserving _0_, or decreasing _0_ units affordable above 80.01 percent of AMI.

Impact

The Applicant proposes the construction of 0 affordable units for rent. The breakdown of units by type and estimated rent are shown below:

Unit Type (Bedroom/Bathroom)	Number of Units	Proposed Affordable Rent	Proposed Level of Affordability
NA	NA	NA	NA

No housing would be preserved or decreased because of this land use amendment.

The methodology below is used to determine the affordability of the proposed units for households at certain percentages of AMI:

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2020 for the Atlanta MSA are shown below:

INCOME LIMITS BY HOUSEHOLD SIZE, FY 2020 (BASED ON HUD'S AMI OF \$86,200 FOR THE ATLANTA MSA, RELEASED APRIL 2021.)						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
30% AMI Limit	\$18,100	\$2,700	\$23,300	\$26,500	\$31,040	\$35,580
50% AMI Limit	\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000
80% AMI Limit	\$48,300	\$55,200	\$62,100	\$68,950	\$74,500	\$80,000

To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

- 1) Rental housing is affordable when it costs no more than 30% of a household's gross income. Households that pay more than this toward housing costs are considered cost-burdened by HUD.

- 2) Homeownership units are affordable when the purchase price is no more than three times a household’s annual income.
- 3) An average of 1.5 persons will reside in each bedroom of a residential unit.

Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Affordable Rent Calculation

The calculation of affordable rents is determined by first identifying the income limit for the household size using the methodology shown above. Following this, the income limit is multiplied by 0.3 to cap rent at 30% of household income, divided by 12, and rounded up to the nearest whole number to find the monthly maximum rent. See the examples below.

Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1.5 Person) = 1 Person Income Limit
 48,300 (0.3) = 14,490
 14,490/ 12 = 1,207.50
 Rounded up = \$1,208 maximum rent

1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit
 (48,300 + 55,200) / 2 = 51,750
 51,750 (0.3) = 15,525
 15,525/ 12 = 1,293.75
 Rounded up = \$1,294 maximum rent

Attachment: CDP-21-053ImpactStatement (22-O-1045 : CDP-21-053 570 Flat Shoals Land Use Amendment)

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2021 (BASED ON HUD'S AMI OF \$86,200 FOR THE ATLANTA MSA, RELEASED APRIL 2021.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$453	\$485	\$583	\$719	\$890
50% AMI	\$755	\$809	\$970	\$1,121	\$1,250
80% AMI	\$1,208	\$1,294	\$1,553	\$1,793	\$2,000

Disclaimer

Please be mindful that any analysis of the legislation, unless otherwise stated, is based on a summary of the information provided by the Applicant who requested the rezoning/Land Use amendment and in some cases, on public real estate data obtained from the Internet. The analysis does not extend through the next 30 years as required by the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2 because it is impossible to estimate the affordability of market-rate housing beyond the initial lease-up or sale of the units. In addition, any changes to a zoning/Land Use will apply to any future developments, not just the initial development proposed by the current Applicant. Therefore, the Office of Housing and Community Development cannot estimate any future development that may take place on parcel(s) not within this Applicant's scope of work.

With respect to the accuracy of initial estimates of affordability, the estimates that are provided for initial developments are largely dependent on the honesty of Applicants and their willingness to provide the most accurate available data. Data on potential rent, sales price, units to be constructed, the number of bedrooms per unit, etc. are subject to change as developers assess market conditions prior to and throughout construction. Therefore, this data should not be used as a basis to form any quantitative conclusions. For data that may better reflect the Applicant's final building plans, please refer to the issued building permit.

Attachment: CDP-21-053ImpactStatement (22-O-1045 : CDP-21-053 570 Flat Shoals Land Use Amendment)

**CITY COUNCIL
ATLANTA, GEORGIA**

L.32

22-O-1049

**CDP-21-061 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 2590 WATKINS STREET NW FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-21-105) NPU-G COUNCIL DISTRICT 9
►(HELD 1/25/22 BY THE COMMITTEE FOR THE CDP PUBLIC HEARING AND TO FOLLOW COMPANION LEGISLATION)**

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1. An ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 2590 Watkins Street NW from the Single Family Residential (SFR) Land Use Designation to the Low Density Residential (LDR) Land Use Designation

and for other purposes to wit (Z-21-105):

All that tract or parcels of land lying and being in Land Lot 249 of the 17th district of Fulton County, Georgia

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1049

CDP-21-061 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 2590 WATKINS STREET NW FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-21-105) NPU-G COUNCIL DISTRICT 9

**► (Held 1/25/22 by the committee for the CDP Public Hearing
and to follow companion legislation)**

Workflow List:

Keyetta M Holmes	Completed	01/03/2022 6:27 PM
Jonathan S Futrell	Completed	01/03/2022 6:32 PM
Tim Keane	Completed	01/04/2022 9:58 AM
Office of Research and Policy Analysis	Completed	01/05/2022 3:24 PM
Community Development/Human Services Committee	Pending	01/11/2022 1:30 PM
Atlanta City Council	Completed	01/18/2022 1:00 PM
Community Development/Human Services Committee	Completed	01/25/2022 1:30 PM
Atlanta City Council	Completed	02/07/2022 1:00 PM
Community Development/Human Services Committee	Completed	02/15/2022 1:30 PM
Atlanta City Council	Completed	02/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	03/01/2022 1:30 PM
Atlanta City Council	Completed	03/07/2022 1:00 PM
Community Development/Human Services Committee	Completed	03/15/2022 1:30 PM
Atlanta City Council	Completed	03/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	03/29/2022 1:30 PM
Atlanta City Council	Completed	04/18/2022 1:00 PM
Community Development/Human Services Committee	Completed	04/26/2022 1:30 PM
Atlanta City Council	Completed	05/02/2022 1:00 PM
Community Development/Human Services Committee	Completed	05/10/2022 1:30 PM
Atlanta City Council	Completed	05/16/2022 1:00 PM
Community Development/Human Services Committee	Completed	05/24/2022 1:30 PM
Atlanta City Council	Completed	06/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/14/2022 1:30 PM
Atlanta City Council	Completed	06/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/28/2022 1:30 PM
Atlanta City Council	Completed	07/05/2022 1:00 PM
Community Development/Human Services Committee	Completed	07/12/2022 1:30 PM
Atlanta City Council	Completed	08/01/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/09/2022 1:30 PM
Atlanta City Council	Completed	08/15/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/23/2022 1:30 PM
Atlanta City Council	Completed	09/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/13/2022 1:30 PM

Last Updated: 03/1/22

22-O-1049

Packet Pg. 422

Atlanta City Council	Completed	09/19/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/27/2022 1:30 PM
Atlanta City Council	Completed	10/03/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

01/18/22 Atlanta City Council HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 1/25/2022 1:30 PM
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01/25/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]	Next: 2/7/2022 1:00 PM
MOVER:	Michael Julian Bond, Post 1 At-Large	
SECONDER:	Matt Westmoreland, Post 2 At-Large	
AYES:	Dozier, Amos, Bakhtiari, Bond, Hillis, Westmoreland, Winston	

02/07/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 2/15/2022 1:30 PM
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02/15/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 2/21/2022 1:00 PM
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02/21/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 3/1/2022 1:30 PM
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03/01/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 3/7/2022 1:00 PM
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03/07/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 3/15/2022 1:30 PM
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03/15/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 3/21/2022 1:00 PM
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03/21/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 3/29/2022 1:30 PM
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03/29/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 4/18/2022 1:00 PM
04/18/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 4/26/2022 1:30 PM
04/26/22	Community Development/Human Services Committee	
05/02/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 5/10/2022 1:30 PM
05/10/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 5/16/2022 1:00 PM
05/16/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 5/24/2022 1:30 PM
05/24/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/6/2022 1:00 PM
06/06/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/14/2022 1:30 PM
06/14/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/21/2022 1:00 PM
06/21/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/28/2022 1:30 PM
06/28/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 7/5/2022 1:00 PM
07/05/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 7/12/2022 1:30 PM
07/12/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 8/1/2022 1:00 PM
08/01/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 8/9/2022 1:30 PM
08/09/22	Community Development/Human Services Committee	

08/15/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 8/23/2022 1:30 PM
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08/23/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 9/6/2022 1:00 PM
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09/06/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 9/13/2022 1:30 PM
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09/13/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 9/19/2022 1:00 PM
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09/19/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 9/27/2022 1:30 PM
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09/27/22 Community Development/Human Services Committee

10/03/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 10/11/2022 1:30 PM
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10/11/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 10/17/2022 1:00 PM
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10/17/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 10/25/2022 1:30 PM
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10/25/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 11/7/2022 1:00 PM
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11/07/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 11/15/2022 1:30 PM
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Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Affordable Housing Impact Statement CDP-21-061

Requirements

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Narrative Section

The ordinance would change the land use from Single family to Low density residential.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding _0_, preserving _0_, or decreasing _0_ units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding _0_, preserving _0_, or decreasing _0_ units affordable between 30.01 and 50 percent of AMI; and

Adding _0_ , preserving _0_, or decreasing _0_ units affordable between 50.01 and 80 percent of AMI; and

Adding _0_, preserving _0_, or decreasing _0_ units affordable above 80.01 percent of AMI.

Impact

The Applicant proposes the construction of 0 affordable units for rent. The breakdown of units by type and estimated rent are shown below:

Unit Type (Bedroom/Bathroom)	Number of Units	Proposed Affordable Rent	Proposed Level of Affordability
NA	NA	NA	NA

No housing would be preserved or decreased because of this land use amendment.

The methodology below is used to determine the affordability of the proposed units for households at certain percentages of AMI:

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2020 for the Atlanta MSA are shown below:

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To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

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Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Affordable Rent Calculation

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Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1.5 Person) = 1 Person Income Limit
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1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit
 (48,300 + 55,200) / 2 = 51,750
 51,750 (0.3) = 15,525
 15,525/ 12 = 1,293.75
 Rounded up = \$1,294 maximum rent

Attachment: CDP-21-061ImpactStatement (22-O-1049 : CDP-21-061 2590 Watkins Street Land Use Amendment)

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2021 (BASED ON HUD'S AMI OF \$86,200 FOR THE ATLANTA MSA, RELEASED APRIL 2021.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$453	\$485	\$583	\$719	\$890
50% AMI	\$755	\$809	\$970	\$1,121	\$1,250
80% AMI	\$1,208	\$1,294	\$1,553	\$1,793	\$2,000

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Attachment: CDP-21-061 Impact Statement (22-O-1049 : CDP-21-061 2590 Watkins Street Land Use Amendment)

**CITY COUNCIL
ATLANTA, GEORGIA**

L.33

22-O-1143

CDP-21-066 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 131 LESLIE STREET SE FROM THE SINGLE FAMILY RESIDENTIAL LAND USE DESIGNATION TO THE MIXED USE LOW DENSITY (MULD) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-21-111) NPU-O COUNCIL DISTRICT 5

► (HELD 3/15/22 BY THE COMMITTEE FOR FURTHER REVIEW)

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1. An ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 131 Leslie Street SE from the Single Family Residential Land Use Designation to the Mixed Use Low Density (MULD) Land Use Designation and for other purposes to wit (Z-21-111):

All that tract or parcels of land lying and being in Land Lot 208 of the 15th district of Dekalb County, Georg

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1143

CDP-21-066 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 131 LESLIE STREET SE FROM THE SINGLE FAMILY RESIDENTIAL LAND USE DESIGNATION TO THE MIXED USE LOW DENSITY (MULD) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-21-111) NPU-O COUNCIL DISTRICT 5

► (Held 3/15/22 by the committee for further review)

Workflow List:

Keyetta M Holmes	Completed	02/11/2022 2:35 PM
Jonathan S Futrell	Completed	02/11/2022 2:41 PM
Tim Keane	Completed	02/11/2022 3:27 PM
Office of Research and Policy Analysis	Completed	02/11/2022 8:18 PM
Community Development/Human Services Committee	Completed	03/01/2022 1:30 PM
Atlanta City Council	Completed	03/07/2022 1:00 PM
Community Development/Human Services Committee	Completed	03/15/2022 1:30 PM
Atlanta City Council	Completed	03/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	03/29/2022 1:30 PM
Atlanta City Council	Completed	04/18/2022 1:00 PM
Community Development/Human Services Committee	Completed	04/26/2022 1:30 PM
Atlanta City Council	Completed	05/02/2022 1:00 PM
Community Development/Human Services Committee	Completed	05/10/2022 1:30 PM
Atlanta City Council	Completed	05/16/2022 1:00 PM
Community Development/Human Services Committee	Completed	05/24/2022 1:30 PM
Atlanta City Council	Completed	06/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/14/2022 1:30 PM
Atlanta City Council	Completed	06/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/28/2022 1:30 PM
Atlanta City Council	Completed	07/05/2022 1:00 PM
Community Development/Human Services Committee	Completed	07/12/2022 1:30 PM
Atlanta City Council	Completed	08/01/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/09/2022 1:30 PM
Atlanta City Council	Completed	08/15/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/23/2022 1:30 PM
Atlanta City Council	Completed	09/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/13/2022 1:30 PM
Atlanta City Council	Completed	09/19/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/27/2022 1:30 PM
Atlanta City Council	Completed	10/03/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM

22-O-1143

Last Updated: 04/28/22

Packet Pg. 433

Community Development/Human Services Committee Pending

11/15/2022 1:30 PM

HISTORY:

03/01/22 Community Development/Human Services Committee

03/07/22 Atlanta City Council REFERRED TO COMMITTEE

RESULT: REFERRED TO COMMITTEE [UNANIMOUS] Next: 3/15/2022 1:30 PM
MOVER: Alex Wan, Councilmember, District 6
SECONDER: Michael Julian Bond, Councilmember, Post 1 At Large
AYES: Bond, Westmoreland, Waites, Winston, Farokhi, Amos, Dozier, Bakhtiari, Wan, Shook, Norwood, Hillis, Boone, Lewis
ABSENT: Marci Collier Overstreet

03/15/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE [UNANIMOUS] Next: 3/21/2022 1:00 PM
MOVER: Jason Dozier, Chair, District 4
SECONDER: Liliana Bakhtiari, District 5
AYES: Dozier, Bakhtiari, Bond, Westmoreland, Winston
ABSENT: Byron D Amos, Dustin Hillis

03/21/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD Next: 3/29/2022 1:30 PM

03/29/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE Next: 4/18/2022 1:00 PM

04/18/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD Next: 4/26/2022 1:30 PM

04/26/22 Community Development/Human Services Committee

05/02/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD Next: 5/10/2022 1:30 PM

05/10/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE Next: 5/16/2022 1:00 PM

05/16/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD Next: 5/24/2022 1:30 PM

05/24/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 6/6/2022 1:00 PM
06/06/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/14/2022 1:30 PM
06/14/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/21/2022 1:00 PM
06/21/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/28/2022 1:30 PM
06/28/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 7/5/2022 1:00 PM
07/05/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 7/12/2022 1:30 PM
07/12/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 8/1/2022 1:00 PM
08/01/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 8/9/2022 1:30 PM
08/09/22	Community Development/Human Services Committee	
08/15/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 8/23/2022 1:30 PM
08/23/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/6/2022 1:00 PM
09/06/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/13/2022 1:30 PM
09/13/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/19/2022 1:00 PM
09/19/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/27/2022 1:30 PM
09/27/22	Community Development/Human Services Committee	

10/03/22

Atlanta City Council

RETURNED AS HELD

RESULT:**RETURNED AS HELD****Next: 10/11/2022 1:30 PM**

10/11/22

Community Development/Human Services CommitteeHELD IN COMMITTEE

RESULT:**HELD IN COMMITTEE****Next: 10/17/2022 1:00 PM**

10/17/22

Atlanta City Council

RETURNED AS HELD

RESULT:**RETURNED AS HELD****Next: 10/25/2022 1:30 PM**

10/25/22

Community Development/Human Services CommitteeHELD IN COMMITTEE

RESULT:**HELD IN COMMITTEE****Next: 11/7/2022 1:00 PM**

11/07/22

Atlanta City Council

RETURNED AS HELD

RESULT:**RETURNED AS HELD****Next: 11/15/2022 1:30 PM**

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Attachment: CDP-21-066Map (22-O-1143 : CDP-21-066 Land Use Amendment 131 Leslie Street SE)

Affordable Housing Impact Statement

CDP-21-066 (Companion of Z-21-111)

Requirements

Per the requirements of the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2, Affordable Housing Impact Statements shall include a quantitative or numeric section that shall provide numeric estimates of impacts, quantifying numbers of units impacted at certain levels of Area Median Income (AMI) over the 30-year period following the enactment of the legislation; and a narrative section to provide an explanation of the analyses that led to the estimates.

Narrative Section

This ordinance would amend the land use element for the property at 131 Leslie Street SE from the Single-Family Residential Land Use Designation to the Mixed-Use Low Density (MULD) Land Use Designation.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding _0_, preserving _0_, or decreasing _0_ units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding _0_, preserving _0_, or decreasing _0_ units affordable between 30.01 and 50 percent of AMI; and

Adding _0_, preserving _0_, or decreasing _0_ units affordable between 50.01 and 80 percent of AMI; and

Adding _0_, preserving _0_, or decreasing _0_ units affordable above 80 percent of AMI.

Impact

The parcel in questions has a Single-Family Residential Land Use Designation and the rezoning commercial request can have a positive impact due to the upcoming PATH Trolley Trail extension to be installed next year. There is no availability of other land for this use. There is no affordable housing impact to be considered.

The methodology below is used to determine the affordability of the proposed units for households at certain percentages of AMI.

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2021 for the Atlanta MSA are shown below:

INCOME LIMITS BY HOUSEHOLD SIZE, FY 2021						
(BASED ON HUD'S AMI OF \$82,700 FOR THE ATLANTA MSA, RELEASED APRIL 2021.)						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
30% AMI Limit	\$18,100	\$20,700	\$23,300	\$26,500	\$31,040	\$35,580
50% AMI Limit	\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000
80% AMI Limit	\$48,300	\$55,200	\$62,100	\$68,950	\$74,500	\$80,000

To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

- 1) Rental housing is affordable when it costs no more than 30% of a household's gross income. Households that pay more than this toward housing costs are considered cost-burdened by HUD.
- 2) Homeownership units are affordable when the purchase price is no more than three times a household's annual income.
- 3) An average of 1.5 persons will reside in each bedroom of a residential unit.

Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Affordable Rent Calculation

The calculation of affordable rents is determined by first identifying the income limit for the household size using the methodology shown above. Following this, the income limit is multiplied by 0.3 to cap rent at 30% of household income, divided by 12, and rounded up to the nearest whole number to find the monthly maximum rent. See the examples below.

Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1.5 Person) = 1 Person Income Limit

$$46,350 (0.3) = 13,905$$

$$13,905 / 12 = 1,158.75$$

Rounded up = \$1,159.00 maximum rent

1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit

$$(46,350 + 52,950) / 2 = 49,650$$

$$49,650 (0.3) = 14,895$$

$$14,895 / 12 = 1,241.25$$

Rounded up = \$1,241 maximum rent

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2021					
(BASED ON HUD'S AMI OF \$82,700 FOR THE ATLANTA MSA, RELEASED APRIL 2021.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$453	\$485	\$583	\$719	\$890
50% AMI	\$755	\$809	\$970	\$1,121	\$1,250
80% AMI	\$1,208	\$1,294	\$1,553	\$1,793	\$2,000

Affordable Homeownership Calculation

HUD defines affordable for-sale housing as housing that costs no more than three times a household's income. Affordable home purchase prices are determined by identifying the appropriate income limit, as explained above, and multiplying it by 3. Home purchase prices affordable to households at various percentages of AMI are listed in the table below:

AFFORDABLE HOME PRICE, FY 2021					
(BASED ON HUD'S AMI OF \$82,700 FOR THE ATLANTA MSA, RELEASED APRIL 2021.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI Limit	\$54,300	\$58,200	\$69,900	\$86,310	\$106,740
50% AMI Limit	\$90,600	\$97,050	\$116,400	\$134,475	\$150,000
80% AMI Limit	\$144,900	\$155,250	\$186,300	\$215,175	\$240,000

Disclaimer Statement

Please be mindful that any analysis of the legislation, unless otherwise stated, is based on a summary of the information provided by the Applicant who requested the rezoning/Land Use amendment and in some cases, on public real estate data obtained from the Internet. The analysis does not extend through the next 30 years as required by the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2 because it is impossible to estimate the affordability of market-rate housing beyond the initial lease-up or sale of the units. In addition,

any changes to a zoning/Land Use will apply to any future developments, not just the initial development proposed by the current Applicant. Therefore, the Office of Housing and Community Development cannot estimate any future development that may take place on parcel(s) not within this Applicant's scope of work.

With respect to the accuracy of any and all initial estimates of affordability, the estimates that are provided for initial developments are largely dependent on the honesty of Applicants and their willingness to provide the most accurate available data. Data on potential rent, sales price, units to be constructed, the number of bedrooms per unit, etc. are subject to change as developers assess market conditions prior to and throughout construction. Therefore, this data should not be used as a basis to form any quantitative conclusions. For data that may better reflect the Applicant's final building plans, please refer to the issued building permit.

22-O-1239

******AN ORDINANCE BY COUNCILMEMBERS MICHAEL JULIAN BOND, BYRON D. AMOS, ANTONIO LEWIS, DUSTIN HILLIS, HOWARD SHOOK, LILIANA BAKHTIARI, JASON WINSTON, AMIR FAROKHI, JASON DOZIER, MARCI COLLIER OVERSTREET, MATT WESTMORELAND AND KEISHA SEAN WAITES AS AMENDED BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE CITY OF ATLANTA TO PARTNER WITH HELLOFRESH AND THE POST 1 AT-LARGE COUNCILMEMBER TO DONATE TEN THOUSAND FOUR HUNDRED NINETY DOLLARS AND ZERO CENTS (\$10,490.00), TO THEIR CITYWIDE INITIATIVES, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA CHARTER; AUTHORIZING THE MAYOR OR HIS DESIGNEE, AND/OR THE CHIEF FINANCIAL OFFICER TO EXECUTE ANY DOCUMENTS OR DONATION AGREEMENTS NECESSARY TO EFFECTUATE THIS DONATION; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO CHARGE TO AND PAY THE DONATION AUTHORIZED HEREBY FROM THE ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.(THIS LEGISLATION IS A DUAL REFERRED ITEM AND WILL BE FORWARDED TO FINANCE/EXECUTIVE COMMITTEE PENDING A COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE RECOMMENDATION) ► (HELD 3/29/22 BY THE COMMITTEE PER CODE SECTION 2-133(E) - ITEMS OF LEGISLATION RESULTING IN A TIE VOTE, 3 YEAS 3 NAYS)**

WHEREAS, HelloFresh, the world’s leading meal kit company, Pratt Industries, America’s 5th largest corrugated packaging company, and food rescue organization Second Helpings Atlanta (“SHA”), have teamed up to provide 8,000 meals per week to those facing food insecurity in Atlanta; and

WHEREAS, HelloFresh’s “Beyond the Box” program advances its mission of changing the way people eat, forever. HelloFresh has been able to provide food for Atlanta community members in need. Each box provided through the “Beyond the Box” program includes fresh ingredients to make healthy, delicious and protein rich meals; and

WHEREAS, on December 14, 2021, HelloFresh and its community partners in Georgia, Second Helpings of Atlanta and Pratt Industries, celebrated the donation of one million pounds of food from its Newnan, Georgia, Distribution Center, to benefit at-risk communities; and

WHEREAS, this event included Uwe Voss, CEO of HelloFresh US, Pat Wilson, Commissioner of the Georgia Department of Economic Development, Michael Julian Bond, Councilmember of the City of Atlanta, and Andrea Jaron, Executive Director of Second Helpings Atlanta, HelloFresh marked this milestone that reinforces its partnership with the State of Georgia and its commitment to making an impact in the communities it serves; and

WHEREAS, the Post 1 At-Large Councilmember is considered a community partner with HelloFresh for these initiatives which provide food to citizens from all spectrums within the City of Atlanta; and

WHEREAS, the City of Atlanta has provided resources at onsite events including volunteers from the Office of the Solicitor, Atlanta Fire Rescue Department recruits and Atlanta Police Department; and

WHEREAS, the Post 1 At-Large Councilmember has incurred costs associated with the supporting these initiatives which provide a citywide benefit to all constituents.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: That the City of Atlanta partner with HelloFresh and the Post 1 At-Large Councilmember to donate an amount not to exceed Ten Thousand Four Hundred and Ninety Dollars (\$10,490.00) to their citywide initiatives, pursuant to Section 6-306 of the City of Atlanta Charter.

SECTION 2: That the Mayor or his designee, are hereby authorized to execute any documents or donation agreements necessary to effectuate the donation authorized hereby, which documents or agreements shall be subject to the City Attorney's approval as to form.

SECTION 3: That the Chief Financial Officer is hereby authorized to charge to and pay the donation of an amount not to exceed TEN THOUSAND FOUR HUNDRED AND NINETY DOLLARS (\$10,490.00) authorized hereby from the following account:

[INSERT ACCOUNT INFORMATION]

SECTION 4: That any donations to HelloFresh and/or the Post 1 At-Large Councilmember shall be retroactive to August 2021.


SECTION 5: That all ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this ordinance only, and only to the extent of the conflict.

CITY COUNCIL
ATLANTA, GEORGIA

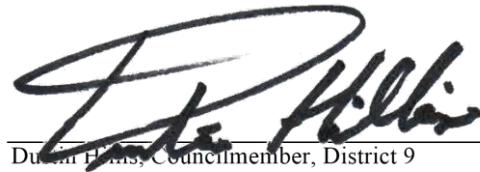
22-O-1239

SPONSOR SIGNATURES


Amir R Firokhi, Councilmember, District 2


Byron D Amos, Councilmember, District 3


Antonio Lewis, Councilmember, District 12

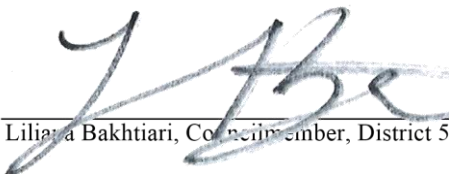

Duane Hays, Councilmember, District 9


Howard Shook, Councilmember, District 7


Jason Crozier, Councilmember, District 4


Jason H Winston, Councilmember, District 1


Krisha Sean Waites, Councilmember, Post 3 At Large


Liliyana Bakhtiari, Councilmember, District 5


Marc Collier Overstreet, Councilmember, District 11


Matt Westmoreland, Councilmember, Post 2 At Large


Michael Julian Bond, Councilmember, Post 1 At Large

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1239

******AN ORDINANCE BY COUNCILMEMBERS MICHAEL JULIAN BOND, BYRON D. AMOS, ANTONIO LEWIS, DUSTIN HILLIS, HOWARD SHOOK, LILIANA BAKHTIARI, JASON WINSTON, AMIR FAROKHI, JASON DOZIER, MARCI COLLIER OVERSTREET, MATT WESTMORELAND AND KEISHA SEAN WAITES AS AMENDED BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE CITY OF ATLANTA TO PARTNER WITH HELLOFRESH AND THE POST 1 AT-LARGE COUNCILMEMBER TO DONATE TEN THOUSAND FOUR HUNDRED NINETY DOLLARS AND ZERO CENTS (\$10,490.00), TO THEIR CITYWIDE INITIATIVES, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA CHARTER; AUTHORIZING THE MAYOR OR HIS DESIGNEE, AND/OR THE CHIEF FINANCIAL OFFICER TO EXECUTE ANY DOCUMENTS OR DONATION AGREEMENTS NECESSARY TO EFFECTUATE THIS DONATION; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO CHARGE TO AND PAY THE DONATION AUTHORIZED HEREBY FROM THE ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.(THIS LEGISLATION IS A DUAL REFERRED ITEM AND WILL BE FORWARDED TO FINANCE/EXECUTIVE COMMITTEE PENDING A COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE RECOMMENDATION) ►(HELD 3/29/22 BY THE COMMITTEE PER CODE SECTION 2-133(E) - ITEMS OF LEGISLATION RESULTING IN A TIE VOTE, 3 YEAS 3 NAYS)**

Workflow List:

Atlanta City Council	Completed	03/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	03/29/2022 1:30 PM
Finance/Executive Committee	Completed	03/30/2022 2:30 PM
Atlanta City Council	Completed	04/18/2022 1:00 PM
Community Development/Human Services Committee	Completed	04/26/2022 1:30 PM
Atlanta City Council	Completed	05/02/2022 1:00 PM
Finance/Executive Committee	Completed	04/27/2022 1:30 PM
Atlanta City Council	Completed	05/02/2022 1:00 PM
Community Development/Human Services Committee	Completed	05/10/2022 1:30 PM
Atlanta City Council	Completed	05/16/2022 1:00 PM
Finance/Executive Committee	Completed	05/11/2022 1:30 PM
Community Development/Human Services Committee	Completed	05/24/2022 1:30 PM
Atlanta City Council	Completed	06/06/2022 1:00 PM
Finance/Executive Committee	Completed	05/25/2022 1:30 PM
Atlanta City Council	Completed	06/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/14/2022 1:30 PM
Atlanta City Council	Completed	06/21/2022 1:00 PM
Finance/Executive Committee	Completed	06/15/2022 1:30 PM
Community Development/Human Services Committee	Completed	06/28/2022 1:30 PM
Atlanta City Council	Completed	07/05/2022 1:00 PM
Finance/Executive Committee	Completed	06/29/2022 1:30 PM
Community Development/Human Services Committee	Completed	07/12/2022 1:30 PM
Atlanta City Council	Completed	08/01/2022 1:00 PM
Finance/Executive Committee	Completed	07/13/2022 1:30 PM
Community Development/Human Services Committee	Completed	08/09/2022 1:30 PM
Atlanta City Council	Completed	08/15/2022 1:00 PM
Finance/Executive Committee	Completed	08/10/2022 1:30 PM
Community Development/Human Services Committee	Completed	08/23/2022 1:30 PM
Atlanta City Council	Completed	09/06/2022 1:00 PM

Last Updated: 11/10/22

22-O-1239

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Finance/Executive Committee	Completed	08/24/2022 1:30 PM
Community Development/Human Services Committee	Completed	09/13/2022 1:30 PM
Atlanta City Council	Completed	09/19/2022 1:00 PM
Finance/Executive Committee	Completed	09/14/2022 1:30 PM
Community Development/Human Services Committee	Completed	09/27/2022 1:30 PM
Atlanta City Council	Completed	10/03/2022 1:00 PM
Finance/Executive Committee	Completed	09/28/2022 1:30 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Finance/Executive Committee	Completed	10/12/2022 1:30 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Finance/Executive Committee	Completed	10/26/2022 1:30 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM
Finance/Executive Committee	Pending	11/16/2022 1:30 PM

HISTORY:

03/21/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AND FINANCE/EXECUTIVE COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 3/29/2022 1:30 PM
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03/29/22 Community Development/Human Services Committee FORWARDED WITH NO RECOMMENDATI

As Amended

RESULT:	FORWARDED WITH NO RECOMMENDATI [3 TO 3]
MOVER:	Michael Julian Bond, Post 1 At-Large
SECONDER:	Jason Dozier, Chair, District 4
AYES:	Jason Dozier, Byron D Amos, Michael Julian Bond
NAYS:	Dustin Hillis, Matt Westmoreland, Jason H Winston
ABSENT:	Liliana Bakhtiari

03/30/22 Finance/Executive Committee

No Action Required. This item is being held in the Community Development/Human Services Committee.

04/18/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

MEMBERS PRESENT: DOZIER, WINSTON, WESTMORELAND, BOND, HILLIS & AMOS

RESULT:	RETURNED AS HELD	Next: 4/26/2022 1:30 PM
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04/26/22 Community Development/Human Services Committee

04/27/22 Finance/Executive Committee

No Action Required. This item is being held in the Community Development/Human Services Committee.

05/02/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 5/10/2022 1:30 PM
05/10/22	Community Development/Human Services Committee	HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 5/16/2022 1:00 PM
05/11/22	Finance/Executive Committee	

No Action Required. This item is being held in the Community Development/Human Services Committee.

05/16/22	Atlanta City Council	RETURNED AS HELD
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RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 5/24/2022 1:30 PM
05/24/22	Community Development/Human Services Committee	HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 6/6/2022 1:00 PM
05/25/22	Finance/Executive Committee	

06/06/22	Atlanta City Council	RETURNED AS HELD
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RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 6/14/2022 1:30 PM
06/14/22	Community Development/Human Services Committee	HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 6/21/2022 1:00 PM
06/15/22	Finance/Executive Committee	

No Action Required. This item is being held in the Community Development/Human Services Committee.

06/21/22	Atlanta City Council	RETURNED AS HELD
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RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 6/28/2022 1:30 PM
06/28/22	Community Development/Human Services Committee	HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 7/5/2022 1:00 PM
06/29/22	Finance/Executive Committee	

No action required. This item is being held in Community Development/Human Services Committee.

07/05/22	Atlanta City Council	RETURNED AS HELD
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RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 7/12/2022 1:30 PM
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07/12/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 8/1/2022 1:00 PM
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07/13/22 Finance/Executive Committee

No action required. This item is being held in Transportation Committee.

08/01/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 8/9/2022 1:30 PM
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08/09/22 Community Development/Human Services Committee

08/10/22 Finance/Executive Committee

No action required. This legislation is being held in Community Development/Human Services Committee.

08/15/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 8/23/2022 1:30 PM
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08/23/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 9/6/2022 1:00 PM
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08/24/22 Finance/Executive Committee

No action required. This item is being held in Community Development/Human Services Committee.

09/06/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 9/13/2022 1:30 PM
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09/13/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 9/19/2022 1:00 PM
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09/14/22 Finance/Executive Committee

09/19/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 9/27/2022 1:30 PM
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09/27/22 Community Development/Human Services Committee

09/28/22 Finance/Executive Committee

No Action Required. This item is being held in Community Development/Human Services Committee.

10/03/22

Atlanta City Council

RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:

RETURNED AS HELD

Next: 10/11/2022 1:30 PM

10/11/22

Community Development/Human Services CommitteeHELD IN COMMITTEE

RESULT:

HELD IN COMMITTEE

Next: 10/17/2022 1:00 PM

10/12/22

Finance/Executive Committee

No Action Required. This item is being held in Community Development/Human Services Committee.

10/17/22

Atlanta City Council

RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:

RETURNED AS HELD

Next: 10/25/2022 1:30 PM

10/25/22

Community Development/Human Services CommitteeHELD IN COMMITTEE

RESULT:

HELD IN COMMITTEE

Next: 11/7/2022 1:00 PM

10/26/22

Finance/Executive Committee

No Action Required. This item is being held in Community Development/Human Services Committee.

11/07/22

Atlanta City Council

RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:

RETURNED AS HELD

Next: 11/15/2022 1:30 PM

22-O-1239

*****AN ORDINANCE BY COUNCILMEMBERS MICHAEL JULIAN BOND, BYRON D. AMOS, ANTONIO LEWIS, DUSTIN HILLIS, HOWARD SHOOK, LILIANA BAKHTIARI, JASON WINSTON, AMIR FAROKHI, JASON DOZIER, MARCI COLLIER OVERSTREET, MATT WESTMORELAND AND KEISHA SEAN WAITES AS AMENDED BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AUTHORIZING THE CITY OF ATLANTA TO PARTNER WITH HELLOFRESH AND THE POST 1 AT-LARGE COUNCILMEMBER TO DONATE TEN THOUSAND FOUR HUNDRED NINETY DOLLARS AND ZERO CENTS (\$10,490.00), TO THEIR CITYWIDE INITIATIVES, PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA CHARTER; AUTHORIZING THE MAYOR OR HIS DESIGNEE, AND/OR THE CHIEF FINANCIAL OFFICER TO EXECUTE ANY DOCUMENTS OR DONATION AGREEMENTS NECESSARY TO EFFECTUATE THIS DONATION; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO CHARGE TO AND PAY THE DONATION AUTHORIZED HEREBY FROM THE ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

COMMITTEE AMENDMENT FORM

Date: Tuesday, March 29, 2022

Committee: Community Development/Human Services **PAGE #'S:** _____

Ordinance # 22-O-1239 **SECTION(S):** _____

Resolution # _____ **PARAGRAPH** _____

Amends the legislation to insert the donation amount to read as follows: ... “the City of Atlanta partner with HelloFresh and the Post 1 At-Large Councilmember to donate an amount not to exceed Ten Thousand Four Hundred and Ninety Dollars (\$10,490.00) to their citywide initiatives...”

Attachment: COMMITTEE AMENDMENT FORM 22-O-1239 (22-O-1239 : HelloFresh and Post 1 Donation)

22-O-1324

AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO ADOPT THE FREEDOM PARK MASTER PLAN 2021, TO BE INCLUDED IN THE CITY OF ATLANTA 2021 COMPREHENSIVE DEVELOPMENT PLAN (CDP); AND FOR OTHER PURPOSES. ► (HELD 5/10/22 BY THE COMMITTEE TO RECEIVE EXHIBIT A AND FOR THE 3RD QUARTER CDP PUBLIC HEARING SCHEDULED FOR 9/7/22)

WHEREAS, Freedom Park is an approximately 130-acre park on the Eastside of downtown Atlanta connecting the neighborhoods of Sweet Auburn, Old Fourth Ward, Poncey-Highland, Virginia-Highland, Inman Park, Candler Park, Druid Hills, and Lake Claire to the Atlanta BeltLine, Martin Luther King Jr. Historic District, and Downtown Atlanta; and

WHEREAS, Freedom Park is a critical link for pedestrian and cycling infrastructure for the city and offers skyline views, a variety of open and wooded spaces, miles of walking trails, gardens, a growing collection of significant public art, and historic landmarks; and

WHEREAS, Freedom Park is part of a 99-year lease by the Department of Transportation of the State of Georgia (GDOT) to the City of Atlanta for the express use as a ‘roadside park’ (this legal settlement stemming from the late 1980’s to early 1990’s also resulted in the creation of the Freedom Park Conservancy, formerly the activist CAUTION Group); and

WHEREAS, another outcome of the settlement during the park’s founding was the “passive” designation of the park, a restriction that does not allow for large gatherings, buildings, or commercial recreation establishments within the park boundaries; and

WHEREAS, the original concept plan for Freedom Park, Ordinance No. 96-O-0607, was developed at the height of the 1996 Olympics planning for Atlanta which was approximately 25 years ago; and

WHEREAS, since 1996, the context of the park has changed, and new plan was developed to provide a guide on how the park can better serve communities now and for future generations; and

WHEREAS, the residents, property owners and stakeholders in Freedom Park’s neighborhoods worked with the Freedom Park Conservancy (FPC), the City of Atlanta Department of Parks and Recreation, the City of Atlanta Department of Planning, the Mayor’s Office of Cultural Affairs, the Department of Transportation of the State of Georgia, the Neighborhood Planning Units M and N; and representatives on the Freedom Park Master Plan steering committee, and the design team of SWA and Sycamore Consulting to develop a plan to provide recommendations that touch on themes relating to the recognition of the legacy of national heroes, environmental stewardship, places for civic engagement, prioritizing pedestrian experiences, expanding mobility opportunities, promoting cultural expression and neighborhood vitality; and

WHEREAS, these recommendations re-position Freedom Park as an equitable, culturally rich, and civic-minded urban park within the City of Atlanta and a national example for the importance of citizen empowerment and the value of common ground; and

WHEREAS, the Freedom Park Master Plan “Plan” responds to the concerns, desires, and opinions expressed in the public forums, online surveys, stakeholder and community meetings; and

WHEREAS, the approximately 9 month long process was largely guided by public input and on the ground knowledge and ideas contributed by multiple stakeholders; and

WHEREAS, the majority of stakeholder and all public engagement was conducted on-line via social media platforms, a specially developed website with “Social Pinpoint” interactive tools, as well as videoconferencing, presentations, and both real-time and web-based polling; and

WHEREAS, this engagement saw 163 attendees to virtual public meetings, and 3,804 unique users to the interactive planning website (who made 1,246 total survey responses and 208 interactive map comments); and

WHEREAS, approximately 90% of these comments came from the following zip codes: 30306, 30307, 30312, 303016, and 30030; and

WHEREAS, additionally, individual stakeholder meetings were held with 25 neighborhood, city, or community organizations, and adjacent neighborhoods provided additional feedback through white papers and neighborhood organization reviews; and

WHEREAS, the proposed Plan is substantially in the form attached hereto as Exhibit A; and

WHEREAS, the proposed Plan has been reviewed by the Department of Parks and Recreation and the Mayor’s Office of Cultural Affairs and has been found to be acceptable to meet the needs of the City and to benefit the City; and

WHEREAS, the City wishes to adopt the Freedom Park Master Plan as a guide for future development and to incorporate the plan by reference into the 2021 CDP.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

Section 1: The Freedom Park Master Plan, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted.

Section 2: That the Freedom Park Master Plan and the 2021 Comprehensive Development Plan are hereby amended to incorporate by reference the planning document entitled Freedom Park Master Plan.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1324

AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO ADOPT THE FREEDOM PARK MASTER PLAN 2021, TO BE INCLUDED IN THE CITY OF ATLANTA 2021 COMPREHENSIVE DEVELOPMENT PLAN (CDP); AND FOR OTHER PURPOSES.

► (Held 5/10/22 by the committee to receive Exhibit A and for the 3rd Quarter CDP Public Hearing scheduled for 9/7/22)

Workflow List:

John Dargle Jr	Completed	04/11/2022 12:39 PM
Michael H Ward	Completed	04/12/2022 10:16 AM
Mayor's Office	Completed	04/12/2022 12:01 PM
Office of Research and Policy Analysis	Completed	04/20/2022 6:02 PM
Atlanta City Council	Completed	05/02/2022 1:00 PM
Community Development/Human Services Committee	Completed	04/26/2022 1:30 PM
Community Development/Human Services Committee	Completed	05/10/2022 1:30 PM
Atlanta City Council	Completed	05/16/2022 1:00 PM
Community Development/Human Services Committee	Completed	05/24/2022 1:30 PM
Atlanta City Council	Completed	06/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/14/2022 1:30 PM
Atlanta City Council	Completed	06/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/28/2022 1:30 PM
Atlanta City Council	Completed	07/05/2022 1:00 PM
Community Development/Human Services Committee	Completed	07/12/2022 1:30 PM
Atlanta City Council	Completed	08/01/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/09/2022 1:30 PM
Atlanta City Council	Completed	08/15/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/23/2022 1:30 PM
Atlanta City Council	Completed	09/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/13/2022 1:30 PM
Atlanta City Council	Completed	09/19/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/27/2022 1:30 PM
Atlanta City Council	Completed	10/03/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

04/26/22	Community Development/Human Services Committee	
05/02/22	Atlanta City Council	REFERRED TO COMMITTEE

22-O-1324

Last Updated: 06/15/22

Packet Pg. 457

RESULT:	REFERRED TO COMMITTEE [UNANIMOUS]	Next: 5/10/2022 1:30 PM
MOVER:	Alex Wan, Dustin Hillis	
SECONDER:	Jason H Winston, Councilmember, District 1	
AYES:	Bond, Westmoreland, Waites, Winston, Farokhi, Amos, Dozier, Bakhtiari, Wan, Shook, Norwood, Hillis, Boone, Overstreet, Lewis	

05/10/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]	
MOVER:	Jason Dozier, Chair, District 4	
SECONDER:	Liliana Bakhtiari, District 5	
AYES:	Dozier, Amos, Bakhtiari, Bond, Hillis, Westmoreland, Winston	

05/16/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 5/24/2022 1:30 PM
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05/24/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 6/6/2022 1:00 PM
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06/06/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 6/14/2022 1:30 PM
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06/14/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 6/21/2022 1:00 PM
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06/21/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 6/28/2022 1:30 PM
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06/28/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 7/5/2022 1:00 PM
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07/05/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 7/12/2022 1:30 PM
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07/12/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 8/1/2022 1:00 PM
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08/01/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 8/9/2022 1:30 PM
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08/09/22 Community Development/Human Services Committee

08/15/22 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 8/23/2022 1:30 PM
08/23/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/6/2022 1:00 PM
09/06/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/13/2022 1:30 PM
09/13/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/19/2022 1:00 PM
09/19/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/27/2022 1:30 PM
09/27/22	Community Development/Human Services Committee	
10/03/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 10/11/2022 1:30 PM
10/11/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 10/17/2022 1:00 PM
10/17/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 10/25/2022 1:30 PM
10/25/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 11/7/2022 1:00 PM
11/07/22	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 11/15/2022 1:30 PM

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

TRANSMITTAL FORM FOR LEGISLATION

MAYOR'S OFFICE

OFFICE OF THE CHIEF OF STAFF


 DS
 LB

PART 1.

Type of Request:

<input checked="" type="checkbox"/> Cycle submission indicate cycle number: 8	<input type="checkbox"/> Committee Walk-in indicate the name of the committee and meeting date:	<input type="checkbox"/> Personal Paper indicate the name of the committee and meeting date:
If requesting a committee walk-in or personal paper, please provide an explanation why this legislation was not introduced via the regular cycle and why it is needed. N/A		
Originating Department: Department of Parks and Recreation		Name of Commissioner of Department: John Dargle
Chief of Staff Deadline: 04/08/2022		Date Submitted to Chief of Staff: 04/08/2022
Department Legislative Liaison: Carmen Anderson		Contact Number: 470-330-4826 Email Address: cmanderson@atlantaga.gov
Staff Presenter at Committee: Doug Voss		Contact Number: 404 273 3447 Email Address: dvoss@atlantaga.gov
To Be Completed by the Originating Department		
Please provide a summary (Justification statement) of the purpose of this legislation and why it is needed, including background data. Describe operational concerns that will be addressed with the approval of this legislation. Please attach accompanying documents, if applicable. The Department of Parks and Recreation desires to adopt the Freedom Park Master Plan. This plan will be included in the 2021 Comprehensive development Plan (CDP).		
Insert Caption of Legislation: AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AN ORDINANCE TO ADOPT THE FREEDOM PARK MASTER PLAN 2021 TO BE INCLUDED IN THE CITY OF ATLANTA 2021 COMPREHENSIVE DEVELOPMENT PLAN (CDP); AND FOR OTHER PURPOSES.		
Is this a COVID-19 related request? If yes, please explain. No		
Please identify any financial or schedule impacts if this legislation is not approved for the current cycle? If yes, please explain. Please describe how the timeline for approval may impact the execution or renewal of a contract. None.		
Please indicate whether this legislation financially impacts other Departments/Offices? If yes, please list the departments: <input type="checkbox"/> Yes _____ <input checked="" type="checkbox"/> No		

Attachment: Mayor_Signature-Freedom_Park_Master_Plan (22-O-1324 : To Adopt the Freedom Park Master Plan 2021)

<p>Anticipated Council Committee of Purview: Community Development/Human Services</p>
<p>For Ordinances, Anticipated Committee Meeting Date for First Read: April 26, 2022</p>
<p>For Ordinances, Anticipated Committee Meeting Date for Second Read: May 10, 2022</p>
<p>For Resolutions, Anticipated Committee Meeting Date for First Read: N/A <i>(Resolutions only require one read)</i></p>
<p>Anticipated Full Council Date for Adoption: May 16, 2022</p>

PART 2.

<p>To be completed by the Law Department</p>
<p>Please identify any legal impacts/conflicts if this legislation is approved. If yes, please explain: None.</p>

<p>To be completed by AIM</p>
<p>Please identify any technology impacts/conflicts if this legislation is approved. If yes, please explain: None.</p>

<p>To be completed by the Originating Department</p>
<p>Procurement-related information:</p> <ul style="list-style-type: none"> • Indicate Contract Type: _____ N/A _____ • Describe the Source Selection: _____ N/A _____ • Have Invitations/Request for Proposals been issued? _____ N/A _____ • Indicate the number of invitations issued _____ N/A _____ • What is the term of the contract? _____ N/A _____

<p>To be completed by the Originating Department and Verified by the Department of Finance</p>	
	<p>Source of Funds: N/A</p>
<p>Fund Account Center (Please answer):</p> <p><input type="checkbox"/> Cost will be covered by the Department’s Current Year budget</p> <p><input checked="" type="checkbox"/> Budget Neutral-No Monetary Impact</p> <p><input type="checkbox"/> Budget Neutral-Requiring a BA or TR</p> <p><input type="checkbox"/> Cost not anticipated in the Department’s Current Year Budget</p> <p><input type="checkbox"/> Amendment to the Current Budget</p> <p><input type="checkbox"/> Please indicate if there is a method of cost recovery. If so, please describe in detail. _____</p> <p>____ Funds will be covered with USDA grant _____</p>	

<p>Signatures/Dates</p>	
<p>Originating Department’s Commissioner/Chief:</p> <p><small>DocuSigned by:</small> </p> <p><small>62BFBD8129F0490...</small></p>	<p>Date: 4/5/2022</p>

Attachment: Mayor_Signature-Freedom_Park_Master_Plan (22-O-1324 : To Adopt the Freedom Park Master Plan 2021)

Department of Law/Attorney of Record: <small>DocuSigned by:</small> Michael Ward <small>BD4375079263482</small>	Date: 4/5/2022
Chief Financial Officer: N/A	Date:
Chief Procurement Officer (Required ONLY for purchase of any goods or services): N/A	Date:
Chief Information Officer (Required ONLY for technology review/impacts): N/A	Date:
<p>If approval from Procurement or AIM is not required, please indicate the reasons below: There is no technology component to this legislation. Therefore, AIM's approval is not required. There is no procurement component to this legislation. Therefore, Procurement's approval is not required. There is no finance component to this legislation. Therefore, Finance's approval is not required.</p>	
Mayor's Office Only	
Date Received/Staff Person (COO): <small>DS</small> RLG 4/6/2022	Date Reviewed/Staff Person (COS): <small>DocuSigned by:</small> TAPace, DCOS 4/6/2022 Initial/Date:
Final Approval by Chief of Staff: Signature/Date:	Final Check Off by COS office: <small>DS - 348B1910A7F84AF...</small> DD 4/7/2022 Initial/Date:

Attachment: Mayor_Signature-Freedom_Park_Master_Plan (22-O-1324 : To Adopt the Freedom Park Master Plan 2021)

**AN ORDINANCE BY
COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE**

**AN ORDINANCE TO ADOPT THE FREEDOM PARK MASTER PLAN 2021 TO
BE INCLUDED IN THE CITY OF ATLANTA 2021 COMPREHENSIVE
DEVELOPMENT PLAN (CDP); AND FOR OTHER PURPOSES.**

WHEREAS, Freedom Park is an approximately 130-acre park on the Eastside of downtown Atlanta connecting the neighborhoods of Sweet Auburn, Old Fourth Ward, Poncey-Highland, Virginia-Highland, Inman Park, Candler Park, Druid Hills, and Lake Claire to the Atlanta BeltLine, Martin Luther King Jr. Historic District, and Downtown Atlanta; and

WHEREAS, Freedom Park is a critical link for pedestrian and cycling infrastructure for the city and offers skyline views, a variety of open and wooded spaces, miles of walking trails, gardens, a growing collection of significant public art, and historic landmarks; and

WHEREAS, Freedom Park is part of a 99-year lease by the Department of Transportation of the State of Georgia (GDOT) to the City of Atlanta for the express use as a ‘roadside park’ (this legal settlement stemming from the late 1980’s to early 1990’s also resulted in the creation of the Freedom Park Conservancy, formerly the activist CAUTION Group); and

WHEREAS, another outcome of the settlement during the park’s founding was the “passive” designation of the park, a restriction that does not allow for large gatherings, buildings, or commercial recreation establishments within the park boundaries; and

WHEREAS, the original concept plan for Freedom Park, Ordinance No. 96-O-0607, was developed at the height of the 1996 Olympics planning for Atlanta which was approximately 25 years ago; and

WHEREAS, since 1996, the context of the park has changed, and new plan was developed to provide a guide on how the park can better serve communities now and for future generations; and

WHEREAS, the residents, property owners and stakeholders in Freedom Park’s neighborhoods worked with the Freedom Park Conservancy (FPC), the City of Atlanta Department of Parks and Recreation, the City of Atlanta Department of Planning, the Mayor’s Office of Cultural Affairs, the Department of Transportation of the State of Georgia, the Neighborhood Planning Units M and N; and representatives on the Freedom Park Master Plan steering committee, and the design team of SWA and Sycamore Consulting to develop a plan to provide recommendations that touch on themes relating to the recognition of the legacy of national heroes, environmental stewardship, places for civic engagement, prioritizing pedestrian experiences, expanding mobility opportunities, promoting cultural expression and neighborhood vitality; and

WHEREAS, these recommendations re-position Freedom Park as an equitable, culturally rich, and civic-minded urban park within the City of Atlanta and a national example for the importance of citizen empowerment and the value of common ground; and

WHEREAS, the Freedom Park Master Plan “Plan” responds to the concerns, desires, and opinions expressed in the public forums, online surveys, stakeholder and community meetings; and

WHEREAS, the approximately 9 month long process was largely guided by public input and on the ground knowledge and ideas contributed by multiple stakeholders; and

WHEREAS, the majority of stakeholder and all public engagement was conducted on-line via social media platforms, a specially developed website with “Social Pinpoint” interactive tools, as well as videoconferencing, presentations, and both real-time and web-based polling; and

WHEREAS, this engagement saw 163 attendees to virtual public meetings, and 3,804 unique users to the interactive planning website (who made 1,246 total survey responses and 208 interactive map comments); and

WHEREAS, approximately 90% of these comments came from the following zip codes: 30306, 30307, 30312, 303016, and 30030; and

WHEREAS, additionally, individual stakeholder meetings were held with 25 neighborhood, city, or community organizations, and adjacent neighborhoods provided additional feedback through white papers and neighborhood organization reviews; and

WHEREAS, the proposed Plan is substantially in the form attached hereto as Exhibit A; and

WHEREAS, the proposed Plan has been reviewed by the Department of Parks and Recreation and the Mayor’s Office of Cultural Affairs and has been found to be acceptable to meet the needs of the City and to benefit the City; and

WHEREAS, the City wishes to adopt the Freedom Park Master Plan as a guide for future development and to incorporate the plan by reference into the 2021 CDP.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS AS FOLLOWS:

Section 1: The Freedom Park Master Plan, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted.

Section 2: That the Freedom Park Master Plan and the 2021 Comprehensive Development Plan is hereby amended to incorporate by reference the planning document entitled Freedom Park Master Plan.

Section 3: That all ordinance and parts of ordinances that are in conflict with this ordinance are hereby waived to the extent of the conflict.

Attachment: Mayor_Signature-Freedom_Park_Master_Plan (22-O-1324 : To Adopt the Freedom Park Master Plan 2021)

COMMENT HISTORY



Freedom Park Master Plan

Sender: Carmen Anderson

Envelope Id: acba188a-4216-4d1a-9f36-147d32b93690

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Date Sent: 4/5/2022 4:47:08 PM

Date Completed: 4/7/2022 9:25:38 AM

Private: tpace@atlantaga.gov

Theodis Pace -4/6/2022 9:52:10 PM
tpace@atlantaga.gov

Carmen, please correct to are hereby amended when entering into ELMS

Carmen Anderson (sender) -4/7/2022 7:54:17 AM
cmanderson@atlantaga.gov

Got it. Thanks Theo.

Attachment: Mayor_Signature-Freedom_Park_Master_Plan (22-O-1324 : To Adopt the Freedom Park Master Plan 2021)

A COMMUNICATION FROM COUNCILMEMBER ALEX WAN, DISTRICT 6, APPOINTING MR. WILLIAM BAKER TO SERVE AS A MEMBER OF THE PEDESTRIAN AND BICYCLE PLANNING COMMISSION. ►(Held 5/24/22 by the committee to allow the appointee an opportunity to appear before the committee)

Workflow List:

Shawn Brown	Completed	05/11/2022 10:22 PM
Atlanta City Council	Completed	05/16/2022 1:00 PM
Community Development/Human Services Committee	Completed	05/24/2022 1:30 PM
Committee on Council	Pending	06/06/2022 11:00 AM
Atlanta City Council	Completed	06/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/14/2022 1:30 PM
Atlanta City Council	Completed	06/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/28/2022 1:30 PM
Atlanta City Council	Completed	07/05/2022 1:00 PM
Community Development/Human Services Committee	Completed	07/12/2022 1:30 PM
Atlanta City Council	Completed	08/01/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/09/2022 1:30 PM
Atlanta City Council	Completed	08/15/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/23/2022 1:30 PM
Atlanta City Council	Completed	09/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/13/2022 1:30 PM
Atlanta City Council	Completed	09/19/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/27/2022 1:30 PM
Atlanta City Council	Completed	10/03/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

05/16/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFER TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE AND COMMITTEE ON COUNCIL WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 5/24/2022 1:30 PM
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05/24/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]
MOVER:	Jason Dozier, Chair, District 4
SECONDER:	Liliana Bakhtiari, District 5
AYES:	Dozier, Amos, Bakhtiari, Hillis, Westmoreland
ABSENT:	Michael Julian Bond, Jason H Winston

06/06/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

LEGISLATION HISTORY – BLUE BACK

RESULT:	RETURNED AS HELD	Next: 6/14/2022 1:30 PM
06/14/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/21/2022 1:00 PM
06/21/22	Atlanta City Council	RETURNED AS HELD
<u>RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION</u>		
RESULT:	RETURNED AS HELD	Next: 6/28/2022 1:30 PM
06/28/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 7/5/2022 1:00 PM
07/05/22	Atlanta City Council	RETURNED AS HELD
<u>RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION</u>		
RESULT:	RETURNED AS HELD	Next: 7/12/2022 1:30 PM
07/12/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 8/1/2022 1:00 PM
08/01/22	Atlanta City Council	RETURNED AS HELD
<u>RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION</u>		
RESULT:	RETURNED AS HELD	Next: 8/9/2022 1:30 PM
08/09/22	Community Development/Human Services Committee	
08/15/22	Atlanta City Council	RETURNED AS HELD
<u>RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION</u>		
RESULT:	RETURNED AS HELD	Next: 8/23/2022 1:30 PM
08/23/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/6/2022 1:00 PM
09/06/22	Atlanta City Council	RETURNED AS HELD
<u>RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION</u>		
RESULT:	RETURNED AS HELD	Next: 9/13/2022 1:30 PM
09/13/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/19/2022 1:00 PM
09/19/22	Atlanta City Council	RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 9/27/2022 1:30 PM
09/27/22	Community Development/Human Services Committee	
10/03/22	Atlanta City Council	RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 10/11/2022 1:30 PM
10/11/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 10/17/2022 1:00 PM
10/17/22	Atlanta City Council	RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 10/25/2022 1:30 PM
10/25/22	Community Development/Human Services Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 11/7/2022 1:00 PM
11/07/22	Atlanta City Council	RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 11/15/2022 1:30 PM
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22-C-5083

A COMMUNICATION FROM COUNCILMEMBER ALEX WAN, DISTRICT 6,
APPOINTING MR. WILLIAM BAKER TO SERVE AS A MEMBER OF THE PEDESTRIAN
AND BICYCLE PLANNING COMMISSION.

Certified by Presiding Officer	Certified by Clerk

22-C-5083

**A COMMUNICATION FROM COUNCILMEMBER ALEX WAN, DISTRICT 6,
APPOINTING MR. WILLIAM BAKER TO SERVE AS A MEMBER OF THE
PEDESTRIAN AND BICYCLE PLANNING COMMISSION. ► (Held 5/24/22 by the
committee to allow the appointee an opportunity to appear before the committee)**

May

11,

2022

Council President Doug Shipman
Atlanta City Council
55 Trinity Ave., SW Suite 2900
Atlanta, GA 30303

Dear Council President Shipman:

I am pleased to submit the name of Mr. William ‘Will’ Baker for the appointment to the Pedestrian and Bicycle Planning Commission.

Mr. Baker has been active in his community since he moved to Atlanta for work from South Carolina. Prior to moving to Atlanta, he was a member of the City of Columbia (SC) Bike Pedestrian Advisory Committee, the Citizens Advisory Committee for Economic Development, and the Tree & Appearance Commission (all appointed by Mayor Steve Benjamin). Most recently, he was appointed to the Piedmont Park Conservancy DE&I Committee.

I am confident that Will would have a positive impact on the Commission.

His biography and BACE form are attached for review.

Sincerely,

Alex Wan
Atlanta City Council District 6

Last Updated: 09/29/22

22-C-5083

Page 6 of 7

Handwritten signature of Alex Wan in black ink, consisting of the letters 'Alex' followed by a stylized 'SW' and a long horizontal line extending to the right.

Alex Wan, Councilmember, District 6



ATLANTA CITY COUNCIL

ALEX WAN
COUNCILMEMBER, DISTRICT 6

awan@atlantaga.gov

55 TRINITY AVENUE, S.W.
SUITE 2900
ATLANTA, GEORGIA 30303

(404) 330-6049
FAX (404) 979-3677

May 11, 2022

Council President Doug Shipman
Atlanta City Council
55 Trinity Ave., SW Suite 2900
Atlanta, GA 30303

Dear Council President Shipman:

I am pleased to submit the name of Mr. William 'Will' Baker for the appointment to the Pedestrian and Bicycle Planning Commission.

Mr. Baker has been active in his community since he moved to Atlanta for work from South Carolina. Prior to moving to Atlanta, he was a member of the City of Columbia (SC) Bike Pedestrian Advisory Committee, the Citizens Advisory Committee for Economic Development, and the Tree & Appearance Commission (all appointed by Mayor Steve Benjamin). Most recently, he was appointed to the Piedmont Park Conservancy DE&I Committee.

I am confident that Will would have a positive impact on the Commission.

His biography and BACE form are attached for review.

Sincerely,

Alex Wan
Atlanta City Council District 6



WILLIAM BAKER

Profile

Organized, dedicated and dynamic young professional with extensive experience in business/immigration law. Currently seeking an opportunity with a firm encompassing a diverse background with advancement opportunities.

EDUCATION

- Bachelor of Arts: English, College of Charleston, 2012
- Diploma: U.S. Contract Law, Yale University, 2021
- Diploma: Diversity & Inclusion in the Workplace, Cornell University, 2020
- Diploma: U.S. Health Law and Policy, University of Pennsylvania, 2021
- License: Real Estate, S.C. Real Estate School for Success, 2021

EXPERIENCE

September 2016-December 2021

Lead Immigration Paralegal/Office Administrator Lawrence J, Needle, P.A.

Main duties included: Preparing H-1B petitions (I-129, I-129 Data Collection, I-129 Supplement H, Labor Condition Application, Supporting Letter, and additional supporting documents to evidence cap-exemption, ability to offer proffered wage, etc.); Preparing National Interest Waiver, EB-1 Outstanding Researcher petitions to include obtaining referee letters, transcribing Representative letter, and organizing supporting documents; preparing and filing I-485 Adjustment of Status, I-765 Employment Authorization, and I-131 Advance Parole Petitions; preparing and filing DACA/EAD initial and extension petitions; Preparing and filing R-1 Religious Visa Petitions and I-360 Special Immigrant Petitions for Religious Worker(s) to include obtaining supporting documents and drafting I-129, I-129 R Supplement and Supporting Letter; Drafting and filing H-2B Petitions including supporting letter(s) and Appendices; Drafting and filing L-1A and EB-1 Petitions and supporting letters (all, either consular or U.S. processed); O-1, P-2 and E-3 visas. Administrative support, including database and file management, entering I-797C and I797A Receipt and Approval Notices into tracking software (INSZoom and Tracker), answering phones and general office duties.

June 2014- September 2016

Legal Secretary, Ogletree Deakins, Columbia, SC

Legal document preparation and management. Administrative and scheduling for senior partners. Coordinated conferences and meetings between attorneys and attorneys and current and prospective clients. Maintained firm's master calendar and social media/website.

Organizations

- Co-Chair, City of Columbia Bike Pedestrian Advisory Committee (BPAC), Appointed by Mayor Steve Benjamin
- Co-Chair, City of Columbia Tree & Appearance Commission (2016- 2019);
- Member, City of Columbia Citizens Advisory for Economic Development (2021-present);
- Member, City of Atlanta, Piedmont Park Conservation Commission, Diversity, Equity, & Inclusion Committee;
- Member, City of Columbia Community Development Committee, Appointed by Mayor Steve Benjamin (2021-present)
- Leadership Lexington County (2017)
- Member, Columbia Museum of Art – Contemporaries
- Member, Charleston 40, College of Charleston

KEY SKILLS AND CHARACTERISTICS

- Critical Thinking
- Handling Pressure
- Leadership
- Problem Solving
- Microsoft Office Suite
- Tracker & INSZoom Immigration Software
- 90 WPM Typing Speed
- Adaptability
- Pro Law Software
- WestLaw, Federal and State (SC) Filings

Real Estate Experience (Intern after Undergraduate Completion)

- Assessing and preparing contracts, lease agreements, and closing documents.
- Reviewing financing options, lending requirements, title affidavits, and bankruptcy claims.
- Facilitating communication between property owners, landlords, clients, and lawyers.
- Conducting research and distributing real estate documents.
- Analyzing title documents and legal descriptions of property.
- Documenting processes, as well as maintaining hard copy files and electronic records.
- Answering client questions and escalating serious concerns.
- Keeping clients informed of progress made with real estate applications.
- Submitting accurate legal documents in a timely manner.

ACTIVITIES AND INTERESTS

Literature, environmental conservation, pets, history, cooking, writing, traveling, civic duties



WILLIAM BAKER

Profile

Organized, dedicated and dynamic young professional with extensive experience in business/immigration law. Currently seeking an opportunity with a firm encompassing a diverse background with advancement opportunities.

EDUCATION

- Bachelor of Arts: English, College of Charleston, 2012
- Diploma: U.S. Contract Law, Yale University, 2021
- Diploma: Diversity & Inclusion in the Workplace, Cornell University, 2020
- Diploma: U.S. Health Law and Policy, University of Pennsylvania, 2021
- License: Real Estate, S.C. Real Estate School for Success, 2021

EXPERIENCE

April 2022-present

Immigration Paralegal/Specialist, Barnes & Thornburg, LLP (Atlanta/Chicago)

Responsibilities/Duties include Preparing H-1B petitions (I-129, I-129 Data Collection, I-129 Supplement H, Labor Condition Application, Supporting Letter, and additional supporting documents to evidence cap-exemption, ability to offer proffered wage; Drafting and filing TN petitions for Canadians and Mexican foreign nationals; Drafting and filing Responses to Requests for Evidence to the U.S. Citizenship and Immigration Service; Communicating with and filing Permanent Labor Certification petitions with the Department of State; Communicating with Congressional liaisons to successfully adjudicate and expedite immigrant and non-immigrant petitions.

September 2016-December 2021

Lead Immigration Paralegal/Office Administrator Lawrence J, Needle, P.A.

Main duties included: Preparing H-1B petitions (I-129, I-129 Data Collection, I-129 Supplement H, Labor Condition Application, Supporting Letter, and additional supporting documents to evidence cap-exemption, ability to offer proffered wage, etc.); Preparing National Interest Waiver, EB-1 Outstanding Researcher petitions to include obtaining referee letters, transcribing Representative letter, and organizing supporting documents; preparing and filing I-485 Adjustment of Status, I-765 Employment Authorization, and I-131 Advance Parole Petitions; preparing and filing DACA/EAD initial and extension petitions; Preparing and filing R-1 Religious Visa Petitions and I-360 Special Immigrant Petitions for Religious Worker(s) to include obtaining supporting documents and drafting I-129, I-129 R Supplement and Supporting Letter; Drafting and filing H-2B Petitions including supporting letter(s) and

Appendices; Drafting and filing L-1A and EB-1 Petitions and supporting letters (all, either consular or U.S. processed); O-1, P-2 and E-3 visas. Administrative support, including database and file management, entering I-797C and I797A Receipt and Approval Notices into tracking software (INSZoom and Tracker), answering phones and general office duties. (I left due to my spouse's job relocating).

June 2014- September 2016

Legal Secretary, Ogletree Deakins, Columbia, SC

Legal document preparation and management. Administrative and scheduling for senior partners. Coordinated conferences and meetings between attorneys and attorneys and current and prospective clients. Maintained firm's master calendar and social media/website.

Organizations

- Member, Piedmont Park Conservancy Diversity, Equity and Inclusion Committee
- Co-Chair, City of Columbia Bike Pedestrian Advisory Committee (BPAC), Appointed by Mayor Steve Benjamin
- Co-Chair, City of Columbia Tree & Appearance Commission (2016- 2019)
- Member, City of Columbia Community Development Committee, Appointed by Mayor Steve Benjamin (2021-present)
- Leadership Lexington County (2017)
- Member, Columbia Museum of Art – Contemporaries
- Member, Charleston 40, College of Charleston

KEY SKILLS AND CHARACTERISTICS

- Critical Thinking
- Handling Pressure
- Leadership
- Problem Solving
- Microsoft Office Suite
- Tracker & INSZoom Immigration Software
- 90 WPM Typing Speed
- Adaptability
- Pro Law Software
- WestLaw, Federal and State (SC) Filings

Real Estate Experience (Intern after Undergraduate Completion)

- Assessing and preparing contracts, lease agreements, and closing documents.
- Reviewing financing options, lending requirements, title affidavits, and bankruptcy claims.
- Facilitating communication between property owners, landlords, clients, and lawyers.
- Conducting research and distributing real estate documents.
- Analyzing title documents and legal descriptions of property.
- Documenting processes, as well as maintaining hard copy files and electronic records.
- Answering client questions and escalating serious concerns.
- Keeping clients informed of progress made with real estate applications.
- Submitting accurate legal documents in a timely manner.

ACTIVITIES AND INTERESTS

Literature, environmental conservation, pets, history, cooking, writing, traveling, civic duties

22-O-1400

AN ORDINANCE BY COUNCILMEMBERS ANDREA L. BOONE, AMIR FAROKHI, ANTONIO LEWIS, DUSTIN HILLIS, JASON DOZIER, JASON WINSTON, MARCI COLLIER OVERSTREET AND MICHAEL JULIAN BOND TO AMEND CHAPTER 110 PARKS AND RECREATION, ARTICLE III, DIVISION 1 OF THE CITY OF ATLANTA CODE OF ORDINANCES, TO INCLUDE SUBSECTIONS 110-78 AND 110-79 TO REQUIRE WATER VESSELS TO BE USED IN THE EVENT OF A HEAT-RELATED EMERGENCY AND REQUIRE TRAINING IN HEAT ILLNESS PREVENTION; AND FOR OTHER PURPOSES.►(HELD 5/24/22 AT THE REQUEST OF THE DEPARTMENT FOR ADDITIONAL INFORMATION AND FURTHER REVIEW)

WHEREAS, there are documented health benefits of increased physical activity, including weight management, improved self-esteem, and increased strength, endurance, and flexibility; and

WHEREAS, taking part in sports and recreational activities is an important part of a healthy, physically active lifestyle for kids, but injuries can and do occur; and

WHEREAS, the CDC reports more than 2.6 million children 0-19 years old are treated in the emergency department each year for sports and recreational related injuries; and

WHEREAS, the CDC published a study in 2010 that found heat illness to be the leading cause of death and disabilities among high school athletes. The CDC estimated that an average of more than 9,000 heat-related illnesses occur annually among high school athletes; and

WHEREAS, in recent years, Georgia has had heat-related football deaths to both youth and high school athletes; and

WHEREAS, in 2016, 12-year-old Johnny Tolbert III died from heatstroke during football Practice for a youth recreation team at Welcome All Park in South Fulton, Georgia; and

WHEREAS, in 2015, Burke County High School football player Roddrick "Rod" Williams died shortly after football practice in Waynesboro, Georgia, from heat-related injuries; and

WHEREAS, it would be beneficial to require that water vessels be located at each municipal recreation facility used by youth athletic organizations for athletic games, practices, or training, so that the water vessel may be used in the event of a heat-related emergency to mitigate serious or even catastrophic injuries or illnesses caused by heat.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1: It is hereby ordained by the City Council that, Chapter 110 Parks and Recreation, Article

III, Division 1 is hereby amended to include a new subsection (110-78) to be entitled “Required water vessels,” which shall read as follows:

“Section 110-78. - Required water vessels. Each designated municipal recreation facility that is used by a youth athletic organization for athletic games, practices, or training involving individuals 18 years of age or younger shall be equipped with at least one water vessel, with a capacity of at least 150 gallons, that can be used in the event of a heat-related injury or emergency. The vessel must be filled with ice and water during April, May, June, July, August, and September.”

SECTION 2. It is hereby ordained by the City Council Chapter 110 Parks and Recreation, Article III, Division 1 is hereby amended to include a new subsection (110-79), to be entitled “Heat illness prevention training,” which shall read as follows:

“Section 110-79. - Heat illness prevention training. An approved certified heat illness prevention training course must be completed by all coaches and athletic personnel utilizing any City of Atlanta recreation facility. The Director of Parks and Recreation shall approve the heat injury prevention training course and certify that all required personnel has completed a course before supervising any individual 18 years of age or younger at a City recreation facility.”

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

SECTION 4: The amendments in this Ordinance shall be effective immediately upon approval.

CITY COUNCIL
ATLANTA, GEORGIA

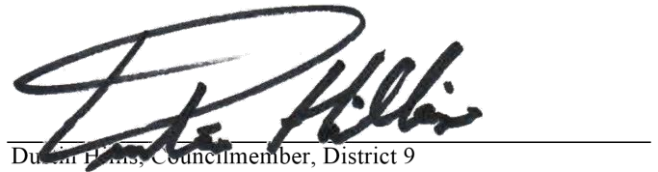
22-O-1400

SPONSOR SIGNATURES

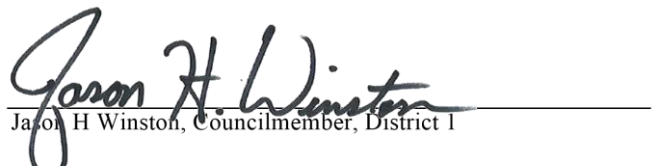

Andrea L. Boone, Councilmember, District 10


Antonio Lewis, Councilmember, District 12


Amir R Firokhi, Councilmember, District 2


Duane Harris, Councilmember, District 9


Jason Cozier, Councilmember, District 4


Jason H Winston, Councilmember, District 1


March Collier Overstreet, Councilmember, District 11


Michael Julian Bond, Councilmember, Post 1 At Large

RESULT: HELD IN COMMITTEE [UNANIMOUS]
MOVER: Jason Dozier, Chair, District 4
SECONDER: Liliana Bakhtiari, District 5
AYES: Dozier, Amos, Bakhtiari, Bond, Hillis, Westmoreland
ABSENT: Jason H Winston

06/06/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD **Next: 6/14/2022 1:30 PM**

06/14/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 6/21/2022 1:00 PM**

06/21/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD **Next: 6/28/2022 1:30 PM**

06/28/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 7/5/2022 1:00 PM**

07/05/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD **Next: 7/12/2022 1:30 PM**

07/12/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 8/1/2022 1:00 PM**

08/01/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD **Next: 8/9/2022 1:30 PM**

08/09/22 Community Development/Human Services Committee

08/15/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD **Next: 8/23/2022 1:30 PM**

08/23/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 9/6/2022 1:00 PM**

09/06/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD **Next: 9/13/2022 1:30 PM**

09/13/22 Community Development/Human Services CommitteeHELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 9/19/2022 1:00 PM**

09/19/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD **Next: 9/27/2022 1:30 PM**

09/27/22 Community Development/Human Services Committee

10/03/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD **Next: 10/11/2022 1:30 PM**

10/11/22 Community Development/Human Services CommitteeHELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 10/17/2022 1:00 PM**

10/17/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD **Next: 10/25/2022 1:30 PM**

10/25/22 Community Development/Human Services CommitteeHELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 11/7/2022 1:00 PM**

11/07/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD **Next: 11/15/2022 1:30 PM**

22-O-1400

AN ORDINANCE BY COUNCILMEMBERS ANDREA L. BOONE, AMIR FAROKHI, ANTONIO LEWIS, DUSTIN HILLIS, JASON DOZIER, JASON WINSTON, MARCI COLLIER OVERSTREET AND MICHAEL JULIAN BOND TO AMEND CHAPTER 110 PARKS AND RECREATION, ARTICLE III, DIVISION 1 OF THE CITY OF ATLANTA CODE OF ORDINANCES, TO INCLUDE SUBSECTIONS 110-78 AND 110-79 TO REQUIRE WATER VESSELS TO BE USED IN THE EVENT OF A HEAT-RELATED EMERGENCY AND REQUIRE TRAINING IN HEAT ILLNESS PREVENTION; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

AN ORDINANCE
BY COUNCILMEMBER ANDREA L. BOONE

AN ORDINANCE TO AMEND CHAPTER 110 PARKS AND RECREATION, ARTICLE III, DIVISION 1 OF THE CITY OF ATLANTA CODE OF ORDINANCES, TO INCLUDE SUBSECTIONS 110-78 AND 110-79 TO REQUIRE WATER VESSELS TO BE USED IN THE EVENT OF A HEAT-RELATED EMERGENCY AND REQUIRE TRAINING IN HEAT ILLNESS PREVENTION; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, there are documented health benefits of increased physical activity, including weight management, improved self-esteem, and increased strength, endurance, and flexibility; and

WHEREAS, taking part in sports and recreational activities is an important part of a healthy, physically active lifestyle for kids, but injuries can and do occur; and

WHEREAS, the CDC reports more than 2.6 million children 0-19 years old are treated in the emergency department each year for sports and recreational related injuries; and

WHEREAS, the CDC published a study in 2010 that found heat illness to be the leading cause of death and disabilities among high school athletes. The CDC estimated that an average of more than 9,000 heat-related illnesses occur annually among high school athletes; and

WHEREAS, in recent years, Georgia has had heat-related football deaths to both youth and high school athletes; and

WHEREAS, in 2016, 12-year-old Johnny Tolbert III died from heatstroke during football Practice for a youth recreation team at Welcome All Park in South Fulton, Georgia; and

WHEREAS, in 2015, Burke County High School football player Roddrick "Rod" Williams died shortly after football practice in Waynesboro, Georgia, from heat-related injuries; and

WHEREAS, it would be beneficial to require that water vessels be located at each municipal recreation facility used by youth athletic organizations for athletic games, practices, or training, so that the water vessel may be used in the event of a heat-related emergency to mitigate serious or even catastrophic injuries or illnesses caused by heat.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1: It is hereby ordained by the City Council that, Chapter 110 Parks and Recreation, Article III, Division 1 is hereby amended to include a new subsection (110-78) to be entitled "Required water vessels," which shall read as follows:

"Section 110-78. – Required water vessels. Each designated municipal recreation facility that is used by a youth athletic organization for athletic games, practices, or training involving individuals 18 years of age or younger shall be equipped with at least one water vessel,

Attachment: 29765 YOUTH SPORTS HEAT ILLNESS SAFETY (22-O-1400 : Youth Sports Heat Related Illness Safety)

with a capacity of at least 150 gallons, that can be used in the event of a heat-related injury or emergency. The vessel must be filled with ice and water during April, May, June, July, August, and September.”

SECTION 2. It is hereby ordained by the City Council Chapter 110 Parks and Recreation, Article III, Division 1 is hereby amended to include a new subsection (110-79), to be entitled “Heat illness prevention training,” which shall read as follows:

“**Section 110-79. – Heat illness prevention training.** An approved certified heat illness prevention training course must be completed by all coaches and athletic personnel utilizing any City of Atlanta recreation facility. The Director of Parks and Recreation shall approve the heat injury prevention training course and certify that all required personnel has completed a course before supervising any individual 18 years of age or younger at a City recreation facility.”

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

SECTION 4: The amendments in this Ordinance shall be effective immediately upon approval.

22-O-1508

AN ORDINANCE BY COUNCILMEMBER MICHAEL JULIAN BOND TO AMEND PART III (CODE OF ORDINANCES-LAND DEVELOPMENT CODE), APPENDIX A (BUILDING CODE AMENDMENTS), CHAPTER 1 (ADMINISTRATION), TO AMEND SECTION 104.8 TO CLARIFY AND AFFIRM THE DIRECTOR OF THE OFFICE OF BUILDING'S AUTHORITY AS THE CITY'S CHIEF BUILDING OFFICIAL TO REVOKE CERTIFICATES OF OCCUPANCY FOR VIOLATIONS OF THE BUILDING CODE AND VIOLATIONS OF OTHER LAND DEVELOPMENT CODES AND REGULATIONS; AND FOR OTHER PURPOSES.►(HELD 6/28/22 BY THE COMMITTEE FOR ADDITIONAL INFORMATION AND FURTHER REVIEW)

WHEREAS, the City of Atlanta is authorized to regulate and permit the construction of buildings and other structures within the City's jurisdiction pursuant to the City's authority to promote the health, safety, and welfare of the citizens of the City of Atlanta; and

WHEREAS, the City is further authorized certify when those buildings and other structures are approved for occupancy; and

WHEREAS, specifically, under the Georgia Constitution and state law, the City is authorized to amend its building code to address local public safety factors which "have a tendency to promote the public health, safety, morals, or general welfare", Ga. Const. Art. IX, § 2, ¶ III; OCGA Sec. 8-2-25(c)(1); City of Columbus v. Stubbs, 224 Ga. 362, 363 (1968); and

WHEREAS, it is the desire of the Atlanta City Council that the City of Atlanta that the Building Code should be amended to clarify and affirm the Director of the Office Building's authority as the City's Chief Building Official to revoke certificates of occupancy, as needed, for violations of the Building Code and violations of other land development codes and regulations; and

WHEREAS, specifically, it is in the best interests of the health, safety, and welfare of the citizens of the City of Atlanta to amend Part III, Appendix A, Chapter 1, Section 104.8.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1. That Part III, Appendix A, Chapter 1, Section 104.8 of the City of Atlanta Code of Ordinances shall be amended with new language in underline font:

(h) Revocation of certificate. The Director may revoke a Certificate of Occupancy issued under the provisions of this Code in conformity with Section 106 where either one or more of the following conditions are met:

- (i) The Certificate of Occupancy is issued in error, or on the basis of incorrect information supplied.

- (ii) Alterations to the building, permitted use, or occupancy without prior written approval by the Director.
- (iii) Noncompliance with any permit conditions or conditions attached to the Certificate of Occupancy without prior written approval by the Director.
- (iv) Alterations, additions, or improvements to the building, structure, or systems without permits and inspections required by this Code.
- (v) Violation of any zoning, building, plumbing, mechanical, electrical, fire safety, or site development ordinances, codes, or regulations.
- (vi) Any condition that may affect the building, structure, or service system which, in the opinion of the Director, renders the building, structure, or service system unsafe, dangerous, or uninhabitable.

After a Certificate of Occupancy is revoked, a new certificate shall not be issued until all violations, alterations, additions, or improvements meet all requirements of this Code as determined by the Director.

SECTION 2. That all ordinances and parts of ordinances in conflict with this ordinance are hereby waived to the extent of the conflict.

SECTION 3. That this ordinance shall become effective 90 days after its approval by the Mayor or after its approval by operation of law under Atlanta City Code Sec. 2-403

CITY COUNCIL
ATLANTA, GEORGIA

22-O-1508

SPONSOR SIGNATURES

A large, stylized handwritten signature in black ink, appearing to read "Michael Julian Bond". The signature is written over a horizontal line.

Michael Julian Bond, Councilmember, Post 1 At Large

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1508

AN ORDINANCE BY COUNCILMEMBER MICHAEL JULIAN BOND TO AMEND PART III (CODE OF ORDINANCES-LAND DEVELOPMENT CODE), APPENDIX A (BUILDING CODE AMENDMENTS), CHAPTER 1 (ADMINISTRATION), TO AMEND SECTION 104.8 TO CLARIFY AND AFFIRM THE DIRECTOR OF THE OFFICE OF BUILDING'S AUTHORITY AS THE CITY'S CHIEF BUILDING OFFICIAL TO REVOKE CERTIFICATES OF OCCUPANCY FOR VIOLATIONS OF THE BUILDING CODE AND VIOLATIONS OF OTHER LAND DEVELOPMENT CODES AND REGULATIONS; AND FOR OTHER PURPOSES.▶(HELD 6/28/22 BY THE COMMITTEE FOR ADDITIONAL INFORMATION AND FURTHER REVIEW)

Workflow List:

Atlanta City Council	Completed	06/21/2022 1:00 PM
Community Development/Human Services Committee	Completed	06/28/2022 1:30 PM
Atlanta City Council	Completed	07/05/2022 1:00 PM
Community Development/Human Services Committee	Completed	07/12/2022 1:30 PM
Atlanta City Council	Completed	08/01/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/09/2022 1:30 PM
Atlanta City Council	Completed	08/15/2022 1:00 PM
Community Development/Human Services Committee	Completed	08/23/2022 1:30 PM
Atlanta City Council	Completed	09/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/13/2022 1:30 PM
Atlanta City Council	Completed	09/19/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/27/2022 1:30 PM
Atlanta City Council	Completed	10/03/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

06/21/22 Atlanta City Council REFERRED WITHOUT OBJECTION

**REFERRED TO PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE
WITHOUT OBJECTION**

RESULT:	REFERRED WITHOUT OBJECTION	Next: 6/28/2022 1:30 PM
06/28/22	Community Development/Human Services Committee	HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]
MOVER:	Michael Julian Bond, Post 1 At-Large
SECONDER:	Matt Westmoreland, Post 2 At-Large
AYES:	Amos, Bakhtiari, Bond, Hillis, Westmoreland, Winston
ABSENT:	Jason Dozier

07/05/22 Atlanta City Council RETURNED AS HELD

22-O-1508

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

MEMBERS PRESENT: WESTMORELAND, AMOS, BAKHTIARI, BOND, HILLIS & WINSTON

RESULT:	RETURNED AS HELD	Next: 7/12/2022 1:30 PM
07/12/22	Community Development/Human Services Committee	HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 8/1/2022 1:00 PM
08/01/22	Atlanta City Council	RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 8/9/2022 1:30 PM
08/09/22	Community Development/Human Services Committee	
08/15/22	Atlanta City Council	RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 8/23/2022 1:30 PM
08/23/22	Community Development/Human Services Committee	
09/06/22	Atlanta City Council	RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 9/13/2022 1:30 PM
09/13/22	Community Development/Human Services Committee	HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 9/19/2022 1:00 PM
09/19/22	Atlanta City Council	RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 9/27/2022 1:30 PM
09/27/22	Community Development/Human Services Committee	
10/03/22	Atlanta City Council	RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 10/11/2022 1:30 PM
10/11/22	Community Development/Human Services Committee	HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 10/17/2022 1:00 PM**

10/17/22

Atlanta City Council

RETURNED AS HELD

**RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES
COMMITTEE WITHOUT OBJECTION**

RESULT: RETURNED AS HELD

Next: 10/25/2022 1:30 PM

10/25/22

Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE

Next: 11/7/2022 1:00 PM

11/07/22

Atlanta City Council

RETURNED AS HELD

**RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES
COMMITTEE WITHOUT OBJECTION**

RESULT: RETURNED AS HELD

Next: 11/15/2022 1:30 PM

22-O-1508

AN ORDINANCE BY COUNCILMEMBER MICHAEL JULIAN BOND TO AMEND PART III (CODE OF ORDINANCES-LAND DEVELOPMENT CODE), APPENDIX A (BUILDING CODE AMENDMENTS), CHAPTER 1 (ADMINISTRATION), TO AMEND SECTION 104.8 TO CLARIFY AND AFFIRM THE DIRECTOR OF THE OFFICE OF BUILDING'S AUTHORITY AS THE CITY'S CHIEF BUILDING OFFICIAL TO REVOKE CERTIFICATES OF OCCUPANCY FOR VIOLATIONS OF THE BUILDING CODE AND VIOLATIONS OF OTHER LAND DEVELOPMENT CODES AND REGULATIONS; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

ELMS 30235

**AN ORDINANCE
BY COUNCILMEMBER MICHAEL JULIAN
BOND**

AN ORDINANCE TO AMEND PART III (CODE OF ORDINANCES-LAND DEVELOPMENT CODE), APPENDIX A (BUILDING CODE AMENDMENTS), CHAPTER 1 (ADMINISTRATION), TO AMEND SECTION 104.8 TO CLARIFY AND AFFIRM THE DIRECTOR OF THE OFFICE OF BUILDING'S AUTHORITY AS THE CITY'S CHIEF BUILDING OFFICIAL TO REVOKE CERTIFICATES OF OCCUPANCY FOR VIOLATIONS OF THE BUILDING CODE AND VIOLATIONS OF OTHER LAND DEVELOPMENT CODES AND REGULATIONS; AND FOR OTHER PURPOSES.

Attachment: 30235 (22-O-1508 : Amend Section 104.8 of Building Code)

WHEREAS, the City of Atlanta is authorized to regulate and permit the construction of buildings and other structures within the City's jurisdiction pursuant to the City's authority to promote the health, safety, and welfare of the citizens of the City of Atlanta; and

WHEREAS, the City is further authorized certify when those buildings and other structures are approved for occupancy; and

WHEREAS, specifically, under the Georgia Constitution and state law, the City is authorized to amend its building code to address local public safety factors which "have a tendency to promote

ELMS 30235

the public health, safety, morals, or general welfare”, Ga. Const. Art. IX, § 2, ¶ III; OCGA Sec. 8-2-25(c)(1); City of Columbus v. Stubbs, 224 Ga. 362, 363 (1968); and

WHEREAS, it is the desire of the Atlanta City Council that the City of Atlanta that the Building Code should be amended to clarify and affirm the Director of the Office Building’s authority as the City’s Chief Building Official to revoke certificates of occupancy, as needed, for violations of the Building Code and violations of other land development codes and regulations; and

WHEREAS, specifically, it is in the best interests of the health, safety, and welfare of the citizens of the City of Atlanta to amend Part III, Appendix A, Chapter 1, Section 104.8.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

SECTION 1. That Part III, Appendix A, Chapter 1, Section 104.8 of the City of Atlanta Code of Ordinances shall be amended with new language in underline font:

(h) Revocation of certificate. The Director may revoke a Certificate of Occupancy issued under the provisions of this Code in conformity with Section 106 where either one or more of the following conditions are met:

- (i) The Certificate of Occupancy is issued in error, or on the basis of incorrect information supplied.
- (ii) Alterations to the building, permitted use, or occupancy without prior written approval by the Director.
- (iii) Noncompliance with any permit conditions or conditions attached to the Certificate of Occupancy without prior written approval by the Director.
- (iv) Alterations, additions, or improvements to the building, structure, or systems without permits and inspections required by this Code.
- (v) Violation of any zoning, building, plumbing, mechanical, electrical, fire safety, or site development ordinances, codes, or regulations.
- (vi) Any condition that may affect the building, structure, or service system which, in the opinion of the Director, renders the building, structure, or service system unsafe, dangerous, or uninhabitable.

After a Certificate of Occupancy is revoked, a new certificate shall not be issued until all violations, alterations, additions, or improvements meet all requirements of this Code as determined by the Director.

SECTION 2. That all ordinances and parts of ordinances in conflict with this ordinance are hereby waived to the extent of the conflict.

ELMS 30235

SECTION 3. That this ordinance shall become effective 90 days after its approval by the Mayor or after its approval by operation of law under Atlanta City Code Sec. 2-403.

Attachment: 30235 (22-O-1508 : Amend Section 104.8 of Building Code)

**CITY COUNCIL
ATLANTA, GEORGIA**

L.39

22-O-1666

AN ORDINANCE BY COUNCILMEMBER ALEX WAN TO AMEND THE LAND USE ELEMENT OF THE 2016 CITY OF ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO DESIGNATE PROPERTY AT 923 SPRINGDALE ROAD, NE ATLANTA, GEORGIA 30306 TO THE SINGLE-FAMILY RESIDENTIAL LAND USE DESIGNATION; AND FOR OTHER PURPOSES.▶(HELD 8/23/22 BY THE COMMITTEE FOR A CDP PUBLIC HEARING AND TO TRAVEL WITH COMPANION LEGISLATION, 22-O-1664 AND 22-O-1665)

WHEREAS, the property owners of 923 Springdale Rd., NE, Atlanta, Georgia 30306 (the “Property”) have requested the Property be annexed from DeKalb County unincorporated to the corporate boundaries of the City of Atlanta; and

WHEREAS, the Property is improved with a single family residential dwelling; and

WHEREAS, the Office of Zoning & Development recommends that upon annexation the Property be designated to single family residential land use designation; and

WHEREAS, the City Council finds that the single family Residential land use designation is the appropriate designation for the Property.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

tion 1.

That the 2016 City of Atlanta Comprehensive Development Plan (CDP) is hereby amended by changing the Land Use Element of said Plan so as to designate property at 923 Springdale Rd., NE, Atlanta, Georgia 30306 to the single-family residential land use designation. Said Property is more fully described and delineated in Exhibit “A” which are hereby made a part of this Ordinance.

tion 2.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby waived to the extent of the conflict.

CITY COUNCIL
ATLANTA, GEORGIA

22-O-1666

SPONSOR SIGNATURES


Alex Wan, Councilmember, District 6

RESULT: HELD IN COMMITTEE Next: 9/19/2022 1:00 PM

09/19/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD Next: 9/27/2022 1:30 PM

09/27/22 Community Development/Human Services Committee

10/03/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD Next: 10/11/2022 1:30 PM

10/11/22 Community Development/Human Services CommitteeHELD IN COMMITTEE

RESULT: HELD IN COMMITTEE Next: 10/17/2022 1:00 PM

10/17/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD Next: 10/25/2022 1:30 PM

10/25/22 Community Development/Human Services CommitteeHELD IN COMMITTEE

RESULT: HELD IN COMMITTEE Next: 11/7/2022 1:00 PM

11/07/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT: RETURNED AS HELD Next: 11/15/2022 1:30 PM

22-O-1666

AN ORDINANCE BY COUNCILMEMBER ALEX WAN TO AMEND THE LAND USE ELEMENT OF THE 2016 CITY OF ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO DESIGNATE PROPERTY AT 923 SPRINGDALE ROAD, NE ATLANTA, GEORGIA 30306 TO THE SINGLE-FAMILY RESIDENTIAL LAND USE DESIGNATION; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

ELMS ID #30604

**AN ORDINANCE
BY COUNCILMEMBER ALEX WAN**

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE 2016 CITY OF ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO DESIGNATE PROPERTY AT 923 SPRINGDALE ROAD, NE ATLANTA, GEORGIA 30306 TO THE SINGLE-FAMILY RESIDENTIAL LAND USE DESIGNATION; AND FOR OTHER PURPOSES

WHEREAS, the property owners of 923 Springdale Rd., NE, Atlanta, Georgia 30306 (the "Property") have requested the Property be annexed from DeKalb County unincorporated to the corporate boundaries of the City of Atlanta; and

WHEREAS, the Property is improved with a single family residential dwelling; and

WHEREAS, the Office of Zoning & Development recommends that upon annexation the Property be designated to single family residential land use designation; and

WHEREAS, the City Council finds that the single family Residential land use designation is the appropriate designation for the Property.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS AS FOLLOWS:

Section 1. That the 2016 City of Atlanta Comprehensive Development Plan (CDP) is hereby amended by changing the Land Use Element of said Plan so as to designate property at 923 Springdale Rd., NE, Atlanta, Georgia 30306 to the single-family residential land use designation. Said Property is more fully described and delineated in Exhibit "A" which are hereby made a part of this Ordinance.

Section 2. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby waived to the extent of the conflict.

Attachment: #7_30604 (22-O-1666 : Land Use Amendment for property located at 923 Springdale Rd. NE)

Benjamin Dell'Orto
bdellorto@bloom-law.com
404.577.7710

May 27, 2022

**VIA CERTIFIED MAIL AND
VIA E-MAIL**
(fwebb@atlantaga.gov)

Foris Webb, III
Municipal Clerk
City of Atlanta
55 Trinity Avenue, S.W.
Suite 2700
Atlanta, GA 30303-3584

Re: Annexation of 923 Springdale Road, Atlanta, Georgia 30306

Dear Mr. Webb:

This firm represents Carol and Larry Gellerstedt regarding the annexation of the above-referenced property. Pursuant to O.C.G.A. § 36-36-21, please find enclosed my clients' petition for annexation and supporting documentation.

If you have any questions or concerns, please do not hesitate to contact me or Simon Bloom, whose contact information is included in the petition.

Sincerely,

Benjamin Dell'Orto

Enclosures

2022 JUN -3 PM 1:40
OFFICE OF
EKK

Attachment: Annex. Petition 923 Springdale Road 06.03.2022 (22-O-1666 : Land Use Amendment for property located at 923 Springdale Rd.

**PETITION REQUESTING ANNEXATION PURSUANT TO
THE 100 PERCENT METHOD**

May 27, 2022

To the City Council of the City of Atlanta, Georgia.

1. We, the undersigned, representing 100 percent of the electors resident in the territory described herein, and the owners of 100 percent of the real property within the territory described herein, do respectfully request that the City Council of the City of Atlanta, Georgia, annex the territory described below to the City of Atlanta, Georgia, and extend the city boundaries to include the same.

2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. § 36-36-20) to the existing corporate limits of the City of Atlanta, Georgia, and the description of such territory is as follows:

All that tract or parcel of land lying and being in Land Lot 241 of the 18th District and Land Lot 1 of the 15th District of DeKalb County, Georgia, and being Tract "A", as shown on Plat for John E. Lynch, as per plat recorded in Plat Book 240, Page 72, DeKalb County, Georgia Records, which plat is incorporated herein by reference and made a part hereof.

3. We request the property be zoned to a City of Atlanta residential zoning classification similar to that of our current residential zoning classification in DeKalb County and that the land use designation for the property be single-family residential.

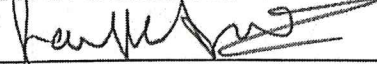
4. Attached please find the Limited Warranty Deed containing the above legal description and survey dated October 7, 2020.

5. Please contact Simon Bloom at sbloom@bloom-law.com or 404-577-770 if you are in need of further information or have any questions concerning this petition.

Sincerely,



Carol G. Gellerstedt



Larry Gellerstedt III
923 Springdale Road
Atlanta, Georgia 30306

Campbell & Brannon, LLC
One Buckhead Plaza
3060 Peachtree Road NW, Suite 1735
Atlanta, GA 30305
File No.: TB203575M
(Phone No.: (404)504-8700)

STATE OF GEORGIA
COUNTY OF FULTON
PARCEL ID NUMBER: 18-001-06-012 & 15-241-01-042
LIMITED WARRANTY DEED

THIS INDENTURE, made on 17th day of November, 2020, between

923 Springdale Partners, LLC

(hereinafter referred to as "Grantor") and

Larry Gellerstedt, III and Carol G. Gellerstedt
AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

(hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include the heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits; WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee,

All that tract or parcel of land lying and being in Land Lot 241 of the 18th District and Land Lot 1 of the 15th District of DeKalb County, Georgia, and being Tract "A", as shown on Plat for John E. Lynch, as per plat recorded in Plat Book 240, Page 72, DeKalb County, Georgia records, which plat is incorporated herein by reference and made a part hereof.

Being the same property as conveyed in that certain Warranty Deed recorded at Deed Book 26215, Page 417, DeKalb County, Georgia records.

TOGETHER WITH all and singular the rights, members and appurtenances thereto (hereinafter collectively referred to as the "Premises"), the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of Grantee.

Subject to all easements, rights of way, and restrictive covenants of record (hereinafter referred to as the "Exceptions").

Limited Warranty Deed

Attachment: Annex. Petition 923 Springdale Road 06.03.2022 (22-O-1666 : Land Use Amendment for property located at 923 Springdale Rd.

TO HAVE AND TO HOLD the Premises, subject to the Exceptions, to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE, and Grantor will, subject to the Exceptions, warrant and forever defend the right and title to the Premises unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal, as of the date first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

923 Springdale Partners, LLC

By: Radlmann Capital Management, Inc.
Its Sole Member

Notary Public
My Commission Expires: _____
[Attach Notary Seal]

By: *[Signature]*
David F. Radlmann, its President

{Affix Corporate Seal}



Limited Warranty Deed



Attachment: Annex. Petition 923 Springdale Road 06.03.2022 (22-O-1666 : Land Use Amendment for property located at 923 Springdale Rd.

PT-61 (Rev. 2/18)

To be filed in **DEKALB COUNTY**

PT-61 044-2020-024786

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME 923 Springdale Partners, LLC				Exempt Code If no exempt code enter NONE	
MAILING ADDRESS (STREET & NUMBER) 245 N. Highland Ave NE Suite 230-367				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Atlanta, GA 30306 USA				DATE OF SALE 11/17/2020	
SECTION B – BUYER'S INFORMATION (Do not use agent's information)				1A. Estimated fair market value of Real and Personal property	
BUYER'S LAST NAME Gellerstedt, III		FIRST NAME Larry	MIDDLE	2. Fair market value of Personal Property only	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 923 Springdale Road				3. Amount of liens and encumbrances not removed by transfer	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Atlanta, GA 30306 USA				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	
				5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 923		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Springdale Road			SUITE NUMBER
COUNTY DEKALB		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 18-001-06-012 & 15-241-01-042	
TAX DISTRICT	GMD	LAND DISTRICT	ACRES	LAND LOT	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS
Gellerstedt, Carol G.

Attachment: Annex. Petition 923 Springdale Road 06.03.2022 (22-O-1666 : Land Use Amendment for property located at 923 Springdale Rd.

**CITY COUNCIL
ATLANTA, GEORGIA**

L.40

22-O-1655

CDP-22-026 A SUBSTITUTE ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 706 AND 708 MCDONOUGH BOULEVARD SE FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-036).

► (HELD 9/13/22 BY THE COMMITTEE TO TRAVEL WITH ZONING COMPANION)

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows::

SECTION 1. A Substitute Ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 706 and 708 McDonough Boulevard SE from the Single Family Residential (SFR) Land Use Designation to the Medium Density Residential (MDR) Land Use Designation and for other purposes to wit (Z-22-036):

All that tract or parcels of land lying and being in Land Lot 25 of the 14th District of Fulton County, Georgia. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1655

CDP-22-026 A SUBSTITUTE ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 706 AND 708 MCDONOUGH BOULEVARD SE FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-036).

► (Held 9/13/22 by the committee to travel with Zoning companion)

Workflow List:

Keyetta M Holmes	Completed	08/10/2022 11:25 AM
Janide Sidifall	Completed	08/10/2022 11:31 AM
Jonathan S Futrell	Completed	08/10/2022 12:07 PM
Office of Research and Policy Analysis	Completed	08/12/2022 10:31 AM
Community Development/Human Services Committee	Completed	08/23/2022 1:30 PM
Atlanta City Council	Completed	09/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/13/2022 1:30 PM
Atlanta City Council	Completed	09/19/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/27/2022 1:30 PM
Atlanta City Council	Completed	10/03/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

08/23/22	Community Development/Human Services Committee	
09/06/22	Atlanta City Council	REFERRED TO COMMITTEE

RESULT:	REFERRED TO COMMITTEE [UNANIMOUS]	Next: 9/13/2022 1:30 PM
MOVER:	Alex Wan, Councilmember, District 6	
SECONDER:	Dustin Hillis, Councilmember, District 9	
AYES:	Bond, Westmoreland, Waites, Winston, Farokhi, Amos, Dozier, Bakhtiari, Wan, Shook, Norwood, Hillis, Boone, Overstreet, Lewis	

09/13/22	Community Development/Human Services Committee	HELD IN COMMITTEE
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22-O-1655

Last Updated: 10/13/22

Packet Pg. 520

RESULT: HELD IN COMMITTEE [UNANIMOUS] **Next: 9/19/2022 1:00 PM**
MOVER: Jason Dozier, Chair, District 4
SECONDER: Matt Westmoreland, Post 2 At-Large
AYES: Dozier, Amos, Bakhtiari, Bond, Westmoreland, Winston
ABSENT: Dustin Hillis

09/19/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 9/27/2022 1:30 PM**

09/27/22 Community Development/Human Services Committee
 10/03/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 10/11/2022 1:30 PM**

10/11/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 10/17/2022 1:00 PM**

10/17/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 10/25/2022 1:30 PM**

10/25/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 11/7/2022 1:00 PM**

11/07/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 11/15/2022 1:30 PM**

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Attachment: CDP-22-026Map (22-O-1655 : CDP-22-026, 706 and 708 McDonough Boulevard SE)

Affordable Housing Impact Statement

CDP-22-026 (companion to Z-22-036)

Requirements

Per the requirements of the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2, Affordable Housing Impact Statements shall include a quantitative or numeric section that shall provide numeric estimates of impacts, quantifying numbers of units impacted at certain levels of Area Median Income (AMI) over the 30-year period following the enactment of the legislation; and a narrative section to provide an explanation of the analyses that led to the estimates.

Narrative Section

The proposed rezoning application would change the zoning for the parcel at 706 McDonough Blvd. SE., from R-4 to MR-4B. This rezoning will facilitate the creation of 38 attached single-family homes with two car garages. Estimated project completion date is 12-18 months after permitting.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding 0, preserving 0, or decreasing 0 units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding 0, preserving 0, or decreasing 0 units affordable between 30.01 and 50 percent of AMI; and

Adding 0, preserving 0, or decreasing 0 units affordable between 50.01 and 80 percent of AMI; and

Adding 38, preserving 0, or decreasing 0 units affordable above 80 percent of AMI.

Impact

Rezone the property from R-4 to MR-4B. The development will consist of 38 attached single-family units. The development is not expected to greatly impact available public facilities and services such as water supply, sewage, drainage. There is a perceived positive effect on the character of the neighborhood because the land is currently vacant and undesirable, therefore the creation of single-family homes will improve the neighborhood while providing housing options. The development will have a positive effect on the existing use or usability of adjacent or nearby properties because the land will no longer be used as a dumping ground.

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2022 for the Atlanta MSA are shown below:

INCOME LIMITS BY HOUSEHOLD SIZE, FY 2022						
(BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
30% AMI Limit	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190
50% AMI Limit	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950
80% AMI Limit	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450

To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

- 1) Rental housing is affordable when it costs no more than 30% of a household's gross income. Households that pay more than this toward housing costs are considered cost-burdened by HUD.
- 2) Homeownership units are affordable when the purchase price is no more than three times a household's annual income.
- 3) An average of 1.5 persons will reside in each bedroom of a residential unit.

Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Attachment: Housing Impact Statement-CDP-22-026 (22-O-1655 : CDP-22-026, 706 and 708 McDonough Boulevard SE)

Affordable Rent Calculation

The calculation of affordable rents is determined by first identifying the income limit for the household size using the methodology shown above. Following this, the income limit is multiplied by 0.3 to cap rent at 30% of household income, divided by 12, and rounded up to the nearest whole number to find the monthly maximum rent. See the examples below.

Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1 Person) = 1 Person Income Limit

$$54,000 (0.3) = 16,200$$

$$16,200 / 12 = 1,350.00$$

Rounded up = \$1,350.00 maximum rent

1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit

$$(54,000 + 61,700) / 2 = 57,850$$

$$57,850 (0.3) = 17,355$$

$$17,355 / 12 = 1,446.25$$

Rounded up = \$1,446 maximum rent

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$506	\$543	\$651	\$767	\$930
50% AMI	\$844	\$904	\$1,085	\$1,254	\$1,399
80% AMI	\$1,350	\$1,446	\$1,735	\$2,005	\$2,236

Affordable Homeownership Calculation

HUD defines affordable for-sale housing as housing that costs no more than three times a household's income. Affordable home purchase prices are determined by identifying the appropriate income limit, as explained above, and multiplying it by 3. Home purchase prices affordable to households at various percentages of AMI are listed in the table below:

AFFORDABLE HOME PRICE, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI Limit	\$60,750.00	\$65,100.00	\$78,150.00	\$92,055.00	\$111,570.00
50% AMI Limit	\$101,250.00	\$108,525.00	\$130,200.00	\$150,450.00	\$167,850.00
80% AMI Limit	\$162,000.00	\$173,550.00	\$208,200.00	\$240,600.00	\$268,350.00

Disclaimer Statement

Please be mindful that any analysis of the legislation, unless otherwise stated, is based on a summary of the information provided by the Applicant who requested the rezoning/Land Use amendment and in some cases, on public real estate data obtained from the Internet. The analysis does not extend through the next 30 years as required by the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2 because it is impossible to estimate the affordability of market-rate housing beyond the initial lease-up or sale of the units. In addition, any changes to a zoning/Land Use will apply to any future developments, not just the initial development proposed by the current Applicant. Therefore, the Office of Housing and Community Development cannot estimate any future development that may take place on parcel(s) not within this Applicant's scope of work.

With respect to the accuracy of any and all initial estimates of affordability, the estimates that are provided for initial developments are largely dependent on the honesty of Applicants and their willingness to provide the most accurate available data. Data on potential rent, sales price, units to be constructed, the number of bedrooms per unit, etc. are subject to change as developers assess market conditions prior to and throughout construction. Therefore, this data should not be used as a basis to form any quantitative conclusions. For data that may better reflect the Applicant's final building plans, please refer to the issued building permit.

Municipal Clerk
Atlanta, Georgia

CDP-22-026

A SUBSTITUTE ORDINANCE

BY: COMMUNITY DEVELOPMENT/ HUMAN SERVICES COMMITTEE

A SUBSTITUTE ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 706 AND 708 MCDONOUGH BOULEVARD SE FROM THE SINGLE FAMILY RESIDENTIAL (SFR) LAND USE DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION AND FOR OTHER PURPOSES (Z-22-036).

NPU-W

COUNCIL DISTRICT 1

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. A Substitute Ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 706 and 708 McDonough Boulevard SE from the Single Family Residential (SFR) Land Use Designation to the Medium Density Residential (MDR) Land Use Designation and for other purposes to wit (Z-22-036):

All that tract or parcels of land lying and being in Land Lot 25 of the 14th District of Fulton County, Georgia. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

Exhibit 'A'



Attachment: CDP-22-026 McDonough-Substitute Ordinance (22-O-1655 : CDP-22-026, 706 and 708

**CITY COUNCIL
ATLANTA, GEORGIA**

L.41

22-O-1658

CDP-22-030 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 2285 ALVIN DRIVE NW FROM THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-043) NPU-G COUNCIL DISTRICT 9

►(HELD 9/13/22 BY THE COMMITTEE FOR A CDP PUBLIC HEARING SCHEDULED FOR 9/7/22 AND TO TRAVEL WITH ZONING COMPANION LEGISLATION)

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. An Ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 2285 Alvin Drive NW from the Low Density Residential (LDR) Land Use Designation to the Medium Density Residential (MDR) Land Use Designation and for other purposes to wit (Z-22-043):

All that tract or parcels of land lying and being in Land Lot 247 of the 17th District of Fulton County, Georgia

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1658

CDP-22-030 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 2285 ALVIN DRIVE NW FROM THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-043) NPU-G COUNCIL DISTRICT 9

► (Held 9/13/22 by the committee for a CDP Public Hearing scheduled for 9/7/22 and to travel with Zoning companion legislation)

Workflow List:

Keyetta M Holmes	Completed	08/10/2022 11:41 AM
Janide Sidifall	Completed	08/10/2022 11:45 AM
Jonathan S Futrell	Completed	08/10/2022 12:08 PM
Office of Research and Policy Analysis	Completed	08/12/2022 10:39 AM
Community Development/Human Services Committee	Completed	08/23/2022 1:30 PM
Atlanta City Council	Completed	09/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/13/2022 1:30 PM
Atlanta City Council	Completed	09/19/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/27/2022 1:30 PM
Atlanta City Council	Completed	10/03/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

08/23/22	Community Development/Human Services Committee	
09/06/22	Atlanta City Council	REFERRED TO COMMITTEE

RESULT:	REFERRED TO COMMITTEE [UNANIMOUS]	Next: 9/13/2022 1:30 PM
MOVER:	Alex Wan, Councilmember, District 6	
SECONDER:	Dustin Hillis, Councilmember, District 9	
AYES:	Bond, Westmoreland, Waites, Winston, Farokhi, Amos, Dozier, Bakhtiari, Wan, Shook, Norwood, Hillis, Boone, Overstreet, Lewis	

09/13/22	Community Development/Human Services Committee	HELD IN COMMITTEE
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22-O-1658

Last Updated: 10/13/22

Packet Pg. 531

RESULT: HELD IN COMMITTEE [UNANIMOUS] **Next: 9/19/2022 1:00 PM**
MOVER: Jason Dozier, Chair, District 4
SECONDER: Jason H Winston, District 1
AYES: Dozier, Amos, Bakhtiari, Bond, Westmoreland, Winston
ABSENT: Dustin Hillis

09/19/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 9/27/2022 1:30 PM**

09/27/22 Community Development/Human Services Committee
 10/03/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 10/11/2022 1:30 PM**

10/11/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 10/17/2022 1:00 PM**

10/17/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 10/25/2022 1:30 PM**

10/25/22 Community Development/Human Services Committee HELD IN COMMITTEE

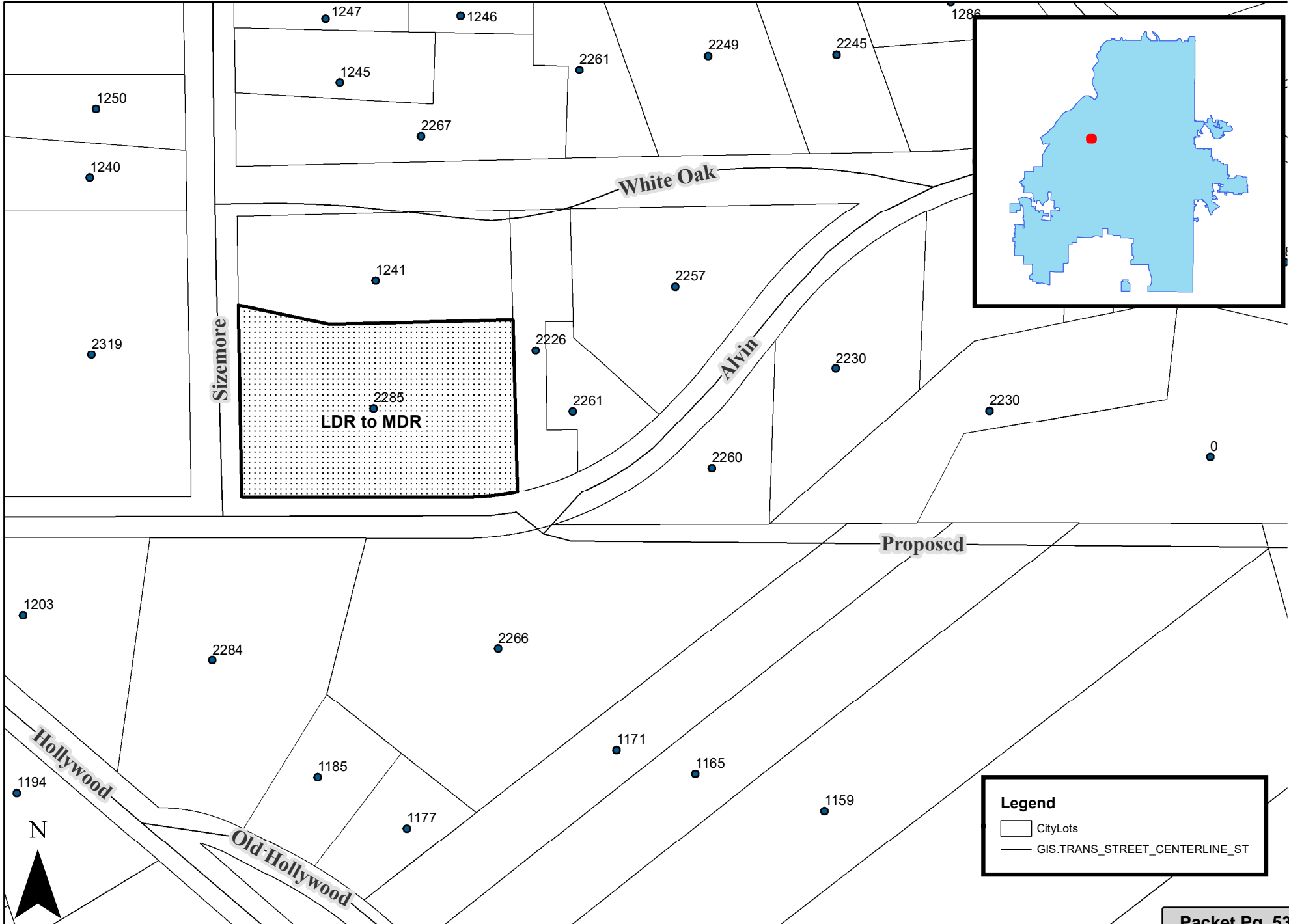
RESULT: HELD IN COMMITTEE **Next: 11/7/2022 1:00 PM**

11/07/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 11/15/2022 1:30 PM**

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Attachment: CDP-22-030Map (22-O-1658 : CDP-22-030, 2285 Alvin Drive NW)

Affordable Housing Impact Statement

CDP-22-030 (companion to Z-22-043)

Requirements

Per the requirements of the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2, Affordable Housing Impact Statements shall include a quantitative or numeric section that shall provide numeric estimates of impacts, quantifying numbers of units impacted at certain levels of Area Median Income (AMI) over the 30-year period following the enactment of the legislation; and a narrative section to provide an explanation of the analyses that led to the estimates.

Narrative Section

The proposed rezoning application would change the zoning for the parcel at 2285 Alvin dr. NW., from R-4A to MR-3. This rezoning will facilitate the development of a multi-family property that will include 21 townhomes. The projected completion date is July, 2024.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding 0 , preserving 0 , or decreasing 0 units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding 0 , preserving 0 , or decreasing 0 units affordable between 30.01 and 50 percent of AMI; and

Adding 0 , preserving 0 , or decreasing 0 units affordable between 50.01 and 80 percent of AMI; and

Adding 21 , preserving 0 , or decreasing 0 units affordable above 80 percent of AMI.

Impact

Rezone the property from and R-4A to MR-3. The development will consist of 21 townhomes. The rezoning of the property is compatible and in accordance with the comprehensive development plans of Atlanta and will have little impact available public facilities and services such as water supply, sewage, drainage. The development will improve the character of the neighborhood by improving upon a currently vacant single-family lot. The development will improve the neighborhood by redeveloping underutilized land in a desirable area into useful high-density housing, and that transitions naturally into the area. Additionally, the development will improve the economic future of the area by providing more housing.

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2022 for the Atlanta MSA are shown below:

INCOME LIMITS BY HOUSEHOLD SIZE, FY 2022						
(BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
30% AMI Limit	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190
50% AMI Limit	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950
80% AMI Limit	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450

To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

- 1) Rental housing is affordable when it costs no more than 30% of a household's gross income. Households that pay more than this toward housing costs are considered cost-burdened by HUD.
- 2) Homeownership units are affordable when the purchase price is no more than three times a household's annual income.
- 3) An average of 1.5 persons will reside in each bedroom of a residential unit.

Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Attachment: Housing Impact Statement-CDP-22-030 (22-O-1658 : CDP-22-030, 2285 Alvin Drive NW)

Affordable Rent Calculation

The calculation of affordable rents is determined by first identifying the income limit for the household size using the methodology shown above. Following this, the income limit is multiplied by 0.3 to cap rent at 30% of household income, divided by 12, and rounded up to the nearest whole number to find the monthly maximum rent. See the examples below.

Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1 Person) = 1 Person Income Limit

$$54,000 (0.3) = 16,200$$

$$16,200 / 12 = 1,350.00$$

Rounded up = \$1,350.00 maximum rent

1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit

$$(54,000 + 61,700) / 2 = 57,850$$

$$57,850 (0.3) = 17,355$$

$$17,355 / 12 = 1,446.25$$

Rounded up = \$1,446 maximum rent

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$506	\$543	\$651	\$767	\$930
50% AMI	\$844	\$904	\$1,085	\$1,254	\$1,399
80% AMI	\$1,350	\$1,446	\$1,735	\$2,005	\$2,236

Affordable Homeownership Calculation

HUD defines affordable for-sale housing as housing that costs no more than three times a household's income. Affordable home purchase prices are determined by identifying the appropriate income limit, as explained above, and multiplying it by 3. Home purchase prices affordable to households at various percentages of AMI are listed in the table below:

AFFORDABLE HOME PRICE, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI Limit	\$60,750.00	\$65,100.00	\$78,150.00	\$92,055.00	\$111,570.00
50% AMI Limit	\$101,250.00	\$108,525.00	\$130,200.00	\$150,450.00	\$167,850.00
80% AMI Limit	\$162,000.00	\$173,550.00	\$208,200.00	\$240,600.00	\$268,350.00

Disclaimer Statement

Please be mindful that any analysis of the legislation, unless otherwise stated, is based on a summary of the information provided by the Applicant who requested the rezoning/Land Use amendment and in some cases, on public real estate data obtained from the Internet. The analysis does not extend through the next 30 years as required by the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2 because it is impossible to estimate the affordability of market-rate housing beyond the initial lease-up or sale of the units. In addition, any changes to a zoning/Land Use will apply to any future developments, not just the initial development proposed by the current Applicant. Therefore, the Office of Housing and Community Development cannot estimate any future development that may take place on parcel(s) not within this Applicant's scope of work.

With respect to the accuracy of any and all initial estimates of affordability, the estimates that are provided for initial developments are largely dependent on the honesty of Applicants and their willingness to provide the most accurate available data. Data on potential rent, sales price, units to be constructed, the number of bedrooms per unit, etc. are subject to change as developers assess market conditions prior to and throughout construction. Therefore, this data should not be used as a basis to form any quantitative conclusions. For data that may better reflect the Applicant's final building plans, please refer to the issued building permit.

**CITY COUNCIL
ATLANTA, GEORGIA**

L.42

22-O-1659

CDP-22-031 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 3460 AND 3470 CASCADE ROAD SW FROM THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION TO THE MIXED USE MEDIUM DENSITY (MUMD) AND OFFICE-INSTITUTIONAL (O-I) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-045) NPU-I COUNCIL DISTRICT 11

►(HELD 9/13/22 BY THE COMMITTEE FOR A CDP PUBLIC HEARING SCHEDULED FOR 9/7/22 AND TO TRAVEL WITH ZONING COMPANION LEGISLATION)

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. An Ordinance to amend the Land Use element of the 2021 Atlanta Comprehensive Development Plan (CDP) so as to redesignate property located at 3460 and 3470 Cascade Road SW from the Low Density Commercial (LDC) Land Use Designation to the Mixed Use Medium Density (MUMD) and Office-Institutional (O-I) Land Use Designation and for other purposes to wit (Z-22-045):

All that tract or parcels of land lying and being in Land Lot 248 of the 14th District of Fulton County, Georgia

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1659

CDP-22-031 AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE TO AMEND THE LAND USE ELEMENT OF THE 2021 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 3460 AND 3470 CASCADE ROAD SW FROM THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION TO THE MIXED USE MEDIUM DENSITY (MUMD) AND OFFICE-INSTITUTIONAL (O-I) LAND USE DESIGNATION; AND FOR OTHER PURPOSES. (Z-22-045) NPU-I COUNCIL DISTRICT 11

► (Held 9/13/22 by the committee for a CDP Public Hearing scheduled for 9/7/22 and to travel with Zoning companion legislation)

Workflow List:

Keyetta M Holmes	Completed	08/10/2022 11:55 AM
Janide Sidifall	Completed	08/10/2022 12:00 PM
Jonathan S Futrell	Completed	08/10/2022 12:08 PM
Office of Research and Policy Analysis	Completed	08/12/2022 10:40 AM
Community Development/Human Services Committee	Completed	08/23/2022 1:30 PM
Atlanta City Council	Completed	09/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/13/2022 1:30 PM
Atlanta City Council	Completed	09/19/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/27/2022 1:30 PM
Atlanta City Council	Completed	10/03/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

08/23/22	Community Development/Human Services Committee	
09/06/22	Atlanta City Council	REFERRED TO COMMITTEE

RESULT:	REFERRED TO COMMITTEE [UNANIMOUS]	Next: 9/13/2022 1:30 PM
MOVER:	Alex Wan, Councilmember, District 6	
SECONDER:	Dustin Hillis, Councilmember, District 9	
AYES:	Bond, Westmoreland, Waites, Winston, Farokhi, Amos, Dozier, Bakhtiari, Wan, Shook, Norwood, Hillis, Boone, Overstreet, Lewis	

09/13/22	Community Development/Human Services Committee	HELD IN COMMITTEE
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22-O-1659

Last Updated: 10/13/22

Packet Pg. 540

RESULT: HELD IN COMMITTEE [UNANIMOUS] **Next: 9/19/2022 1:00 PM**
MOVER: Jason Dozier, Chair, District 4
SECONDER: Jason H Winston, District 1
AYES: Dozier, Amos, Bakhtiari, Bond, Westmoreland, Winston
ABSENT: Dustin Hillis

09/19/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 9/27/2022 1:30 PM**

09/27/22 Community Development/Human Services Committee
 10/03/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 10/11/2022 1:30 PM**

10/11/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 10/17/2022 1:00 PM**

10/17/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 10/25/2022 1:30 PM**

10/25/22 Community Development/Human Services Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 11/7/2022 1:00 PM**

11/07/22 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 11/15/2022 1:30 PM**

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

Exhibit 'A'



Attachment: CDP-22-031Map_revised (22-O-1659 : CDP-22-031, 3460 and 3470 Cascade Road SW)

Affordable Housing Impact Statement

CDP-22-031 (companion to Z-22-045)

Requirements

Per the requirements of the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2, Affordable Housing Impact Statements shall include a quantitative or numeric section that shall provide numeric estimates of impacts, quantifying numbers of units impacted at certain levels of Area Median Income (AMI) over the 30-year period following the enactment of the legislation; and a narrative section to provide an explanation of the analyses that led to the estimates.

Narrative Section

The proposed rezoning application would change the zoning for the parcel at 3460 Cascade Rd., SW from C-1 and R-4 to MRC-2 and I-1. This rezoning will facilitate the development of a mixed-use property that will include 130 dwelling units. The projected completion date is 2024.

Quantitative/Numeric Section

This legislation, if enacted, is estimated to have a projected impact upon the affordable housing stock of the City of Atlanta over the 30-year period following the enactment of the legislation by:

Adding 0 , preserving 0 , or decreasing 0 units affordable at 30 percent or below of the Area Median Income (AMI); and

Adding 0 , preserving 0 , or decreasing 0 units affordable between 30.01 and 50 percent of AMI; and

Adding 130 , preserving 0 , or decreasing 0 units affordable between 50.01 and 80 percent of AMI; and

Adding 0 , preserving 0 , or decreasing 0 units affordable above 80 percent of AMI.

Impact

Rezone the property from C-1 and R-4 to MRC-2 and I-1. The mixed-use development will include 130 multi-family units. The rezoning of the property is compatible and in accordance with the comprehensive development plans of Atlanta and will have little impact available public facilities and services such as water supply, sewage, drainage. The development will improve the character of the neighborhood by improving a blighted property, and by providing a much-needed transition between the new developments on Cascade Rd., and the single-family homes. The development will improve the neighborhood by providing interconnectivity of new retail in the area and high-density housing, that transitions naturally. Additionally, the development will improve the economic future of the area by providing more housing types than just the single-family homes that surround the corridor.

Methodology for Calculating Affordability

The affordability of units at various levels of AMI, whether for rent or sale, is calculated by first examining the income limits provided by the US Department of Housing and Urban Development (HUD). These income limits are published annually for each Metropolitan Statistical Area (MSA). The income limits provided by HUD in April of 2022 for the Atlanta MSA are shown below:

INCOME LIMITS BY HOUSEHOLD SIZE, FY 2022						
(BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
30% AMI Limit	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190
50% AMI Limit	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950
80% AMI Limit	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450

To determine the affordable rent or home sales price for households at each level of AMI, the following three assumptions are made:

- 1) Rental housing is affordable when it costs no more than 30% of a household's gross income. Households that pay more than this toward housing costs are considered cost-burdened by HUD.
- 2) Homeownership units are affordable when the purchase price is no more than three times a household's annual income.
- 3) An average of 1.5 persons will reside in each bedroom of a residential unit.

Following this, the number of persons estimated to live in units with different numbers of bedrooms is determined by multiplying the number of bedrooms by 1.5. See the table below for this calculation:

CALCULATION OF ASSUMED HOUSEHOLD SIZE FROM UNIT BEDROOM COUNT					
Number of Bedrooms	0	1	2	3	4
Assumed Household Size	1	1.5	3	4.5	6

This income limit is then taken for the household size that corresponds to the number of bedrooms in the unit, as show in the table above. If the assumed household size is not a whole number, the income limits that correspond to households for the nearest two whole numbers are averaged.

Affordable Rent Calculation

The calculation of affordable rents is determined by first identifying the income limit for the household size using the methodology shown above. Following this, the income limit is multiplied by 0.3 to cap rent at 30% of household income, divided by 12, and rounded up to the nearest whole number to find the monthly maximum rent. See the examples below.

Studio/Efficiency Calculation for 80% of AMI

0 Bedroom (1 Person) = 1 Person Income Limit

$$54,000 (0.3) = 16,200$$

$$16,200 / 12 = 1,350.00$$

Rounded up = \$1,350.00 maximum rent

1 Bedroom Calculation for 80% of AMI

1 Bedroom (1.5 Person) = 1.5 Person Income Limit

$$(54,000 + 61,700) / 2 = 57,850$$

$$57,850 (0.3) = 17,355$$

$$17,355 / 12 = 1,446.25$$

Rounded up = \$1,446 maximum rent

The following rent limits would apply under this methodology:

AFFORDABLE RENTS, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI	\$506	\$543	\$651	\$767	\$930
50% AMI	\$844	\$904	\$1,085	\$1,254	\$1,399
80% AMI	\$1,350	\$1,446	\$1,735	\$2,005	\$2,236

Affordable Homeownership Calculation

HUD defines affordable for-sale housing as housing that costs no more than three times a household's income. Affordable home purchase prices are determined by identifying the appropriate income limit, as explained above, and multiplying it by 3. Home purchase prices affordable to households at various percentages of AMI are listed in the table below:

AFFORDABLE HOME PRICE, FY 2022 (BASED ON HUD'S AMI OF \$96,400 FOR THE ATLANTA MSA, RELEASED APRIL 2022.)					
Number of Bedrooms	Studio/ Efficiency	1 BR	2 BR	3 BR	4 BR
30% AMI Limit	\$60,750.00	\$65,100.00	\$78,150.00	\$92,055.00	\$111,570.00
50% AMI Limit	\$101,250.00	\$108,525.00	\$130,200.00	\$150,450.00	\$167,850.00
80% AMI Limit	\$162,000.00	\$173,550.00	\$208,200.00	\$240,600.00	\$268,350.00

Disclaimer Statement

Please be mindful that any analysis of the legislation, unless otherwise stated, is based on a summary of the information provided by the Applicant who requested the rezoning/Land Use amendment and in some cases, on public real estate data obtained from the Internet. The analysis does not extend through the next 30 years as required by the City of Atlanta, Georgia Code of Ordinances, Chapter 54, Article I, Section 54-2 because it is impossible to estimate the affordability of market-rate housing beyond the initial lease-up or sale of the units. In addition, any changes to a zoning/Land Use will apply to any future developments, not just the initial development proposed by the current Applicant. Therefore, the Office of Housing and Community Development cannot estimate any future development that may take place on parcel(s) not within this Applicant's scope of work.

With respect to the accuracy of any and all initial estimates of affordability, the estimates that are provided for initial developments are largely dependent on the honesty of Applicants and their willingness to provide the most accurate available data. Data on potential rent, sales price, units to be constructed, the number of bedrooms per unit, etc. are subject to change as developers assess market conditions prior to and throughout construction. Therefore, this data should not be used as a basis to form any quantitative conclusions. For data that may better reflect the Applicant's final building plans, please refer to the issued building permit.

**CITY COUNCIL
ATLANTA, GEORGIA**

L.43

22-R-4246

A RESOLUTION BY COUNCILMEMBER MARY NORWOOD REQUESTING THE MAYOR OR HIS DESIGNEE, INCLUDING THE COMMISSIONER OF THE DEPARTMENT OF CITY PLANNING, NOTIFY COUNCILMEMBERS OF DEMOLITION APPLICATIONS IN THEIR DISTRICTS; AND FOR OTHER PURPOSES.► (HELD 9/13/22 AT THE REQUEST OF THE AUTHOR)

Whereas, City of Atlanta (City) is comprised of a wide range of architectural styles contributing to its historic and cultural significance, and

Whereas, many families have personal history affiliated with certain properties, and

Whereas, the landscape of Atlanta's buildings is constantly changing as new opportunities and developments arise, and

Whereas, the City has an obligation to care for properties deemed significant to residents and their neighbors, and

Whereas, Atlanta City Councilmembers have a deep understanding of significant establishments in their Districts through their personal connections to individuals and organizations which puts them in a unique position to advocate for those establishments, and

Whereas, Councilmembers would be better informed and better equipped to advocate for such establishments if given notice of demolition applications, and

Whereas, the Department of City Planning processes demolition applications.

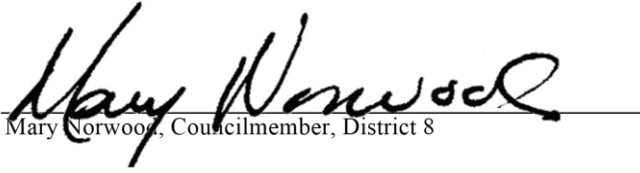
NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee, including the Commissioner of the Department of City Planning notify Councilmembers of Demolition Applications in their Districts.

BE IT FINALLY RESOLVED that all resolutions or parts of resolutions in conflict herewith are hereby waived to the extent of the conflict.

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4246

SPONSOR SIGNATURES


Mary Norwood, Councilmember, District 8

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4246

A RESOLUTION BY COUNCILMEMBER MARY NORWOOD REQUESTING THE MAYOR OR HIS DESIGNEE, INCLUDING THE COMMISSIONER OF THE DEPARTMENT OF CITY PLANNING, NOTIFY COUNCILMEMBERS OF DEMOLITION APPLICATIONS IN THEIR DISTRICTS; AND FOR OTHER PURPOSES. ► (HELD 9/13/22 AT THE REQUEST OF THE AUTHOR)

Workflow List:

Atlanta City Council	Completed	09/06/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/13/2022 1:30 PM
Atlanta City Council	Completed	09/19/2022 1:00 PM
Community Development/Human Services Committee	Completed	09/27/2022 1:30 PM
Atlanta City Council	Completed	10/03/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

09/06/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 9/13/2022 1:30 PM
09/13/22	Community Development/Human Services Committee	HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]
MOVER:	Jason Dozier, Chair, District 4
SECONDER:	Matt Westmoreland, Post 2 At-Large
AYES:	Dozier, Amos, Bakhtiari, Bond, Westmoreland, Winston
ABSENT:	Dustin Hillis

09/19/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 9/27/2022 1:30 PM
09/27/22	Community Development/Human Services Committee	
10/03/22	Atlanta City Council	RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

22-R-4246

Last Updated: 10/13/22

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RESULT:	RETURNED AS HELD	Next: 10/11/2022 1:30 PM
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10/11/22	Community Development/Human Services Committee	HELD IN COMMITTEE
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RESULT:	HELD IN COMMITTEE	Next: 10/17/2022 1:00 PM
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10/17/22	Atlanta City Council	RETURNED AS HELD
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RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 10/25/2022 1:30 PM
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10/25/22	Community Development/Human Services Committee	HELD IN COMMITTEE
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RESULT:	HELD IN COMMITTEE	Next: 11/7/2022 1:00 PM
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11/07/22	Atlanta City Council	RETURNED AS HELD
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RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	RETURNED AS HELD	Next: 11/15/2022 1:30 PM
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22-R-4246

A RESOLUTION BY COUNCILMEMBER MARY NORWOOD REQUESTING THE MAYOR OR HIS DESIGNEE, INCLUDING THE COMMISSIONER OF THE DEPARTMENT OF CITY PLANNING, NOTIFY COUNCILMEMBERS OF DEMOLITION APPLICATIONS IN THEIR DISTRICTS; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

ELMS # 30763

**A RESOLUTION
BY COUNCILMEMBER MARY NORWOOD**

A RESOLUTION REQUESTING THE MAYOR OR HIS DESIGNEE, INCLUDING THE COMMISSIONER OF THE DEPARTMENT OF CITY PLANNING, NOTIFY COUNCILMEMBERS OF DEMOLITION APPLICATIONS IN THEIR DISTRICTS; AND FOR OTHER PURPOSES.

WHEREAS, City of Atlanta (City) is comprised of a wide range of architectural styles contributing to its historic and cultural significance, and

WHEREAS, many families have personal history affiliated with certain properties, and

WHEREAS, the landscape of Atlanta’s buildings is constantly changing as new opportunities and developments arise, and

WHEREAS, the City has an obligation to care for properties deemed significant to residents and their neighbors, and

WHEREAS, Atlanta City Councilmembers have a deep understanding of significant establishments in their Districts through their personal connections to individuals and organizations which puts them in a unique position to advocate for those establishments, and

WHEREAS, Councilmembers would be better informed and better equipped to advocate for such establishments if given notice of demolition applications, and

WHEREAS, the Department of City Planning processes demolition applications.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee, including the Commissioner of the Department of City Planning notify Councilmembers of Demolition Applications in their Districts.

Attachment: #3_30763 (22-R-4246 : Demolition Application Notification)

**CITY COUNCIL
ATLANTA, GEORGIA**

L.44

22-R-4428

A RESOLUTION BY COUNCILMEMBERS MICHAEL JULIAN BOND AND MARY NORWOOD ESTABLISHING A WELLSTAR HOSPITAL STUDY GROUP TASKED WITH DEVELOPING AND MAKING RECOMMENDATIONS ON THE USE OF THE LOCATION AS A CENTER FOR EQUITY; AND FOR OTHER PURPOSES.(HELD 10/11/22 BY THE COMMITTEE FOR FURTHER REVIEW AND ADDITIONAL INFORMATION, 1 ABSTENTION)

WHEREAS, the Atlanta Medical Center is a 120-year-old institution that sits in the heart of the City on a 250-acre site (the “site”); and

WHEREAS, the recent announcement of the closure of the Atlanta Medical Center creates doubt and uncertainty about future planning efforts for the community; and

WHEREAS, the City of Atlanta has taken important steps toward reforming our public safety, community health, immigrant justice, and criminal justice systems to better reflect our values of equity, inclusion, justice and effectiveness; and

WHEREAS, a study group tasked with developing recommendations on the future use of the Atlanta Medical Center will engage in directed visioning and planning to advise how best to potentially use the location as a Center for Equity.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that a Wellstar Hospital Study Group is hereby established and is tasked with developing and making recommendations on the use of the location as a Center for Equity.

BE IT FURTHER RESOLVED, that the Wellstar Hospital Study Group will consist of members appointed by the City of Atlanta, Fulton County, community activist and Wellstar officials. Members of the Study Group are provided as follows:

- The Community Development/Human Services Chair of the Atlanta City Council
- The Atlanta City Council President, or their designee
- The Chief of the Atlanta Police Department, or their designee
- The Chief of the Department of Corrections, or their designee
- The Chief Operating Officer, or their designee,
- The Fulton County Commission Chair, or their designee
- A Fulton County Commission Member, or their designee
- Two (2) officials from Atlanta Medical Center (Wellstar Hospital)
- An Atlanta City Councilmember or his designee

- Post #1 at Large Councilmember or his designee
- Fulton County Hospital Authority or their designee


BE IT FURTHER RESOLVED, that individuals appointed to the Study Group shall not require Council confirmation.

BE IT FINALLY RESOLVED, that the Study Group shall convene its first meeting within Sixty (60) days and shall provide its recommendations to the Atlanta City Council's Community Development/Human Services Committee no later than January 31, 2023.

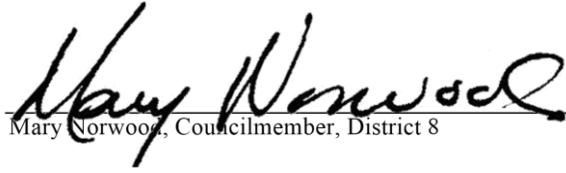
CITY COUNCIL
ATLANTA, GEORGIA

22-R-4428

SPONSOR SIGNATURES



Michael Julian Bond, Councilmember, Post 1 At Large



Mary Norwood, Councilmember, District 8

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4428

A RESOLUTION BY COUNCILMEMBERS MICHAEL JULIAN BOND AND MARY NORWOOD ESTABLISHING A WELLSTAR HOSPITAL STUDY GROUP TASKED WITH DEVELOPING AND MAKING RECOMMENDATIONS ON THE USE OF THE LOCATION AS A CENTER FOR EQUITY; AND FOR OTHER PURPOSES.(HELD 10/11/22 BY THE COMMITTEE FOR FURTHER REVIEW AND ADDITIONAL INFORMATION, 1 ABSTENTION)

Workflow List:

Atlanta City Council	Completed	10/03/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/11/2022 1:30 PM
Atlanta City Council	Completed	10/17/2022 1:00 PM
Community Development/Human Services Committee	Completed	10/25/2022 1:30 PM
Atlanta City Council	Completed	11/07/2022 1:00 PM
Community Development/Human Services Committee	Pending	11/15/2022 1:30 PM

HISTORY:

10/03/22 Atlanta City Council REFERRED WITHOUT OBJECTION

REFERRED TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 10/11/2022 1:30 PM
10/11/22	Community Development/Human Services Committee	HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [4 TO 0]
MOVER:	Matt Westmoreland, Post 2 At-Large
SECONDER:	Dustin Hillis, District 9
AYES:	Byron D Amos, Liliana Bakhtiari, Dustin Hillis, Matt Westmoreland
ABSTAIN:	Michael Julian Bond
ABSENT:	Jason Dozier, Jason H Winston

10/17/22 Atlanta City Council RETURNED AS HELD

RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WITHOUT OBJECTION

MEMBERS PRESENT: WESTMORELAND, HILLIS, AMOS, BAKHTIARI & BOND

RESULT:	RETURNED AS HELD	Next: 10/25/2022 1:30 PM
10/25/22	Community Development/Human Services Committee	HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 11/7/2022 1:00 PM
11/07/22	Atlanta City Council	RETURNED AS HELD

22-R-4428

Last Updated: 10/11/22

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**RETURNED AS HELD TO COMMUNITY DEVELOPMENT/HUMAN SERVICES
COMMITTEE WITHOUT OBJECTION**

**MEMBERS PRESENT: DOZIER, HILLIS, WINSTON, AMOS, WESTMORELAND,
BAKHTIARI & BOND**

RESULT:

RETURNED AS HELD

Next: 11/15/2022 1:30 PM

22-R-4428

A RESOLUTION BY COUNCILMEMBERS MICHAEL JULIAN BOND AND MARY NORWOOD ESTABLISHING A WELLSTAR HOSPITAL STUDY GROUP TASKED WITH DEVELOPING AND MAKING RECOMMENDATIONS ON THE USE OF THE LOCATION AS A CENTER FOR EQUITY; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

27.

CDHS.

ELMS 31149

Michael Julian Bond
May Norwood

**A RESOLUTION
BY COUNCILMEMBER MICHAEL JULIAN BOND**

TO ESTABLISH A WELLSTAR HOSPITAL STUDY GROUP TASKED WITH DEVELOPING AND MAKING RECOMMENDATIONS ON THE USE OF THE LOCATION AS A CENTER FOR EQUITY; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Medical Center is a 120-year-old institution that sits in the heart of the City on a 250-acre site (the "site"); and

WHEREAS, the recent announcement of the closure of the Atlanta Medical Center creates doubt and uncertainty about future planning efforts for the community; and

WHEREAS, the City of Atlanta has taken important steps toward reforming our public safety, community health, immigrant justice, and criminal justice systems to better reflect our values of equity, inclusion, justice and effectiveness; and

WHEREAS, a study group tasked with developing recommendations on the future use of the Atlanta Medical Center will engage in directed visioning and planning to advise how best to potentially use the location as a Center for Equity.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL, OF THE CITY OF ATLANTA, GEORGIA, that a Wellstar Hospital Study Group is hereby established and is tasked with developing and making recommendations on the use of the location as a Center for Equity.

BE IT FURTHER RESOLVED, that the Wellstar Hospital Study Group will consist of members appointed by the City of Atlanta, Fulton County, community activist and Wellstar officials. Members of the Study Group are provided as follows:

- The Community Development/Human Services Chair of the Atlanta City Council
- The Atlanta City Council President, or their designee
- The Chief of the Atlanta Police Department, or their designee
- The Chief of the Department of Corrections, or their designee
- The Chief Operating Officer, or their designee,
- The Fulton County Commission Chair, or their designee
- A Fulton County Commission Member, or their designee
- Two (2) officials from Atlanta Medical Center (Wellstar Hospital)
- *Atlanta City Council member or his designee*
- *Post #1 at large member or his designee*
- *Fulton County Commissioner or their designee*

BE IT FURTHER RESOLVED, that individuals appointed to the Study Group shall not require Council confirmation.

Attachment: #27_31149 (22-R-4428 : Establish Wellstar Hospital Study Group)

ELMS 31149

BE IT FINALLY RESOLVED, that the Study Group shall convene its first meeting within Sixty (60) days and shall provide its recommendations to the Atlanta City Council's Community Development/Human Services Committee no later than January 31, 2023.