

**CITY OF SOUTH FULTON, GEORGIA**  
**REGULAR MEETING - Southwest Arts Center 915 New Hope Road, South Fulton, GA 30331**  
**Tuesday, March 26, 2024, 5:00 PM**



**SOUTH FULTON CITY COUNCIL MISSION STATEMENT:**

To provide exceptional customer service that sustains a safe, inclusive, innovative, and an economically vibrant city.

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**The Honorable khalid kamau, Mayor**  
**The Honorable Catherine F. Rowell, District 1 Councilmember**  
**The Honorable Carmalitha Gumbs , District 2 Councilmember**  
**The Honorable Helen Z. Willis, District 3 Councilmember**  
**The Honorable Jaceey Sebastian, District 4 Councilmember**  
**The Honorable Keosha B. Bell, District 5 Councilmember**  
**The Honorable Natasha Williams-Brown, District 6 Councilmember**  
**The Honorable Linda B. Pritchett, District 7 Councilmember**

**REGULAR COUNCIL MEETING AGENDA**

- I. 5:00 p.m. Invocation
- II. 5:02 p.m. Pledge of Allegiance
- III. 5:03 p.m. Roll Call - Corey Adams, City Clerk
- IV. 5:04 p.m. Meeting Called to Order – Mayor khalid
- V. 5:05 p.m. Approval of City Council Meeting Minutes
  - 1. Request Council Approval of the following City Council Regular Meeting Minutes: March 19, 2024 (City Clerk)
  - 2. Request Council Approval of the following City Council Work Session Minutes: March 19, 2024 (City Clerk)
  - 3. Request Council Approval of the following City Council Alcohol/Zoning Public Hearing Minutes: March 19, 2024 (City Clerk)
- VI. 5:07 p.m. Adoption of Council Agenda
- VII. 5:08 p.m. Public Comments

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

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

VIII. 5:38 p.m. Council Comments

IX. 6:00 p.m. Proclamation Presentations

4. Proclamation Celebrating March 10-16, 2024 as AmeriCorps Week  
(Councilmember Gumbs)

Proclamation Recognizing Kyleigh Symoné Conley (Councilmember Bell)

Proclamation Recognizing Paige Maurah Gaudet (Councilmember Bell)

Proclamation Recognizing Barbara Mostella-Oliver (Councilmember Sebastian)

Proclamation Recognizing Carlos Neal (Mayor khalid)

X. 6:10 p.m. Consent Agenda Items

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

RYAN ALFRED HINES APPRECIATION DAY (Councilmember Pritchett)

DR. NAOMI RUTH BARBER KING DAY (Mayor and Full Council)

COACH TJ JONES DAY(Councilmember Bell)

MYCHAL NEILSON BLACKMON APPRECIATION DAY (Councilmember Pritchett)

6. The General Services Department requests authorization for the City Manager to sign a commitment letter with the Atlanta (Electric Vehicle) EV Fleet Alliance, led by Clayton County, seeking an EPA Climate Pollution Reduction Grant. The grant will fund the Alliance's Accelerating Local Government Fleet Electrification in the Atlanta Metropolitan Area for Cleaner Air and Healthier Communities project. The city's portion of the grant is expected to be \$5,000,000 over five years, covering the cost of purchasing and installing electric vehicle charging stations, including infrastructure upgrades, purchasing electric cars, vans, and pickup trucks, and the cost of training city personnel to repair and maintain the electric fleet. The Alliance will submit its grant application to the EPA on April 1, 2024.
7. The General Services Department requests approval to submit an application to the Georgia Power Make-Ready Infrastructure Program for (Electric Vehicle) EV Charging Stations and infrastructure upgrades for public-facing facilities. The program is designed to eliminate the most significant financial hurdle of installing charging stations by reducing the upfront infrastructure costs. This is achieved by covering the design, construction, and ongoing maintenance of electrical infrastructure behind the electric meter leading up to our chargers.

XI. 6:15 p.m. Alcohol License, Rezonings, Variance and Modification Cases (For



8. SPECIAL USE PERMIT/SHORT TERM RENTAL

U23 015: Application by Latrese Allen requesting a Special Use Permit to operate a Short-term Rental at 7545 Rivertown Rd (Parcel ID: 07180001190797) (District 4) in the AG 1 (Agricultural District/ Cedar Grove Overlay District) zoning district.

Staff and Planning Commission recommendation: Approval

9. U23-016: Application by Ernesto Williams requesting a Special Use Permit to operate a Short-Term Rental at 3480 Old Fairburn Rd (Parcel ID:130064LL0718) (District 2) in the AG-1 (Agricultural District) zoning district.

Staff and Planning Commission recommendation: Approval

10. Alcohol License

The applicant for 3805 Flat Shoals Road LLC d/b/a Circle K has applied for an alcohol license for the retail sale of beer and wine at 3805 Flat Shoals Road, Union City, GA 30291. This request is for a new license at this location. (District 5)

XII. 6:25 p.m. Agenda Items

11. PROCUREMENT AND CONTRACTS

The General Services Department requests approval to enter into an agreement with Lichty Commercial Construction, Inc. to provide standby general contracting services at City facilities. The agreement is a” piggyback” of the Cooperative Agreement GA-A09-040820-LIY, issued by Sourcewell, a State Cooperative organization. The contract is for a total amount not exceeding \$2,000,000 with the option to renew it for two 1-year terms.

12. The General Services Department requests approval to amend the TSPLOST II Road Resurfacing Project contract between the City of South Fulton and ER Snell Contractor, Inc. for \$2,500,000 for parking lot re-configurations, paving, milling, patching, resurfacing, and striping of select parking lots at facilities throughout the city.
13. The General Services Department requests approval to enter into an agreement with Siemens Industry to provide and install EV charging stations at select facilities throughout the City. The agreement piggybacks on the Cooperative Agreement Siemens-04221-SIE, issued by Sourcewell, a State Cooperative organization. The contract will be for a total amount not exceeding \$500,000, with the option to renew it for two 1-year terms.

14. The General Services Department requests approval for an appropriation not to exceed \$2,000,000 to modernize, upgrade, and electrify the city's fleet. The department also requests authorization to purchase medium-duty and heavy-duty pickup trucks, transit vans, midsize sedans, sport utility vehicles, dump trucks, utility trucks, and electric vehicles, including midsize sedans, light-duty trucks, transit vans, and sport utility vehicles, from vendors holding contracts with the State of Georgia.
15. The General Services Department requests approval to enter into an agreement with JOC Construction, Inc. to provide standby general contracting services for facilities within the city for an amount not to exceed \$2,000,000. The agreement is a "piggyback" of the Statewide Agreement with the State of Georgia, contract number GA-ST03-040820-LRI.
16. The General Services Department requests approval to enter into an agreement with Paryani Construction to provide standby general contracting services for facilities within the city. The agreement is a "piggyback" of the State of Georgia, Contract Number 99999-SPD-S20200901-00020, for a total not exceeding \$2,000,000 and the option to renew for two 1-year terms.
17. The Purchasing Department request approval to approve contract renewals and award Invitation To Bid (ITB) number 24-01, Standby Construction Services, to DAF Concrete, Inc, for a total amount of \$1,071,250.00.

Invitation To Bid (ITB) Number 24-01, Standby Construction Services' scope of work will consist of providing all labor, equipment and materials necessary for the construction, installation, and emergency repair of miscellaneous and other required improvements within the City of South Fulton. In addition, the contract will include providing an emergency repair crew on an as-needed basis and miscellaneous standby contract services for various locations throughout the City of South Fulton. The Contract shall be for the duration of the construction schedule, approximately twelve (12) months, with the option to renew for three (3) additional twelve (12) month periods.

## 18. PUBLIC WORKS

The Public Works Department is requesting the Council to approve the Intergovernmental Agreement (IGA) for the Cedar Grove Road and Rivertown Road Intersection Improvement with the City of Atlanta Department of Watershed Management (DWM). The proposed intersection improvement project includes adding a circular roundabout, improving drainage, curb and gutter, streetlights, and 5-foot-wide sidewalks.

DWM has existing water facilities that conflict with the project that must be relocated and/or adjusted to accommodate the intersection improvement project. DWM's scope of work includes removing: three (3) fire hydrants, adjusting: four (4) water meter boxes; and two (2) water valves and boxes; Installing: three (3) fire hydrants; and other appurtenances to accommodate the intersection improvement project and other appurtenances as required. Pursuant to Resolution No. 23-R-4354, and for which the City will invoice and be reimbursed, DWM is authorized to and shall contribute an amount not to exceed \$56,025.00.

19. The Public Works Department is requesting the Council to approve the Intergovernmental Agreement (IGA) for the Enon Road Over Camp Creek Tributary Culvert Replacement with the City of Atlanta Department of Watershed Management (DWM). The proposed culvert replacement project includes replacing failing timber structure and roadway improvements such as adding 30-inch curb and gutter, 18-inch stamped concrete and 6-foot sidewalks within project limits.

DWM has existing water facilities that conflict with the project that must be relocated and/or adjusted to accommodate the intersection improvement project. DWM's scope of work includes relocating 12-inch existing water line, one (1) existing fire hydrant and other appurtenances as required. Pursuant to Resolution No. 22-R-3719, and for which the City will invoice and be reimbursed, DWM is authorized to and shall contribute an amount not to exceed \$53,000.00.

## 20. ADMINISTRATION

Presentation: King Foundation Summer Scholars (Mayor khalid)

21. Request Council Approval Of A Resolution Authorizing The Sale and Consumption Of Alcoholic Beverages At The Southwest Arts Center and Wolf Creek Amphitheater (Sponsored by Councilmembers Rowell, Pritchett and Gumbs)
22. Request Council Approval of the Revised Citywide Fee Schedule; Repeal the Current Fee Structure for the Rental and Use of Wolf Creek Amphitheater and Direct Staff to Present a Comprehensive Fee Structure for the Rental and Use of Wolf Creek Amphitheater

23. The General Services Department requests Council Approval of leases for office space at Promenade Park, 3915 Cascade Road, to be used as City Office Space.

24. ORDINANCES

First Read: Request Council Approval of An Ordinance to Amend Financial Policies of the City of South Fulton

25. First Read: Request Council Approval Of An Ordinance Creating A Traffic Calming Policy As Appendix H To The Code Of Ordinances, Enhancing Residential Safety

### XIII. Executive Session

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

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

### XIV. Adjournment of Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** Request Council Approval of the following City Council Regular Meeting Minutes:  
March 19, 2024

**DATE:** March 26, 2024

**SUBJECT:** Request Council Approval of the following City Council Regular Meeting Minutes:  
March 19, 2024

**REFERENCE:**

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**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                        | Type       | Upload Date |
|------------------------------------|------------|-------------|
| Minutes_RM_2024_3_19_Meeting DRAFT | Cover Memo | 3/25/2024   |

**CITY OF SOUTH FULTON, GEORGIA**  
**REGULAR MEETING - Welcome All Park Multipurpose Facility, 4255 Will Lee Rd, South**  
**Fulton, GA 30349**  
**Tuesday, March 19, 2024, 7:00 PM**



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**REGULAR MEETING MINUTES**

I. 7:00 p.m. Invocation

Minutes:

**The invocation was rendered by Chaplain Anthony Nunnally.**

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II. 7:02 p.m. Pledge of Allegiance

III. 7:04 p.m. Meeting Called to Order – Mayor khalid

Minutes:

**The meeting was called to order by Mayor khalid kamau at 7:38 PM.**

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IV. 7:05 p.m. Approval of City Council Meeting Minutes

1. Request Council Approval of City Council Regular Meeting Minutes from February 27, 2024 (City Clerk)

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

**A motion was made to approve the City Council Regular Meeting and Work Session Minutes for February 27, 2024.**

**The motion was approved unanimously.**

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2. Request Council Approval of City Council Work Session Meeting Minutes from February 27, 2024 (City Clerk)

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

**A motion was made to approve the City Council Regular Meeting and Work Session Minutes for February 27, 2024.**

**The motion was approved unanimously.**

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3. Request Council Approval of City Council Special Called Meeting Minutes from March 14, 2024 (City Clerk)

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

**A motion was made to approve the City Council Special Called Minutes for March 14, 2024.**

**The motion was approved unanimously.**

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V. 7:07 p.m. Adoption of Council Agenda

Motion (Approve): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

**A motion was made to approve the Council Agenda for March 19, 2024.**

**The motion was approved unanimously.**

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VI. 7:10 p.m. Proclamation Presentation

4. Proclamation Presentation Recognizing Coach TJ Jones and the Burdett 10U State Champion Basketball Team (Councilmember Bell)

Minutes:

**Proclamation Presented.**

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VII. 7:15 p.m. Public Comments

Minutes:

**No public comments.**

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VIII. 7:45 p.m. Council Comments

IX. 8:02 p.m. Consent Agenda Items

Motion (Approve): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

**A motion was made to approve Consent Agenda Items #5, #6, and #7.**

**The motion was approved unanimously.**

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5. Consent Agenda: PROCLAMATIONS

Mayor/Council Proclamations for Spreading on the Minutes:

Ali Katoot's Legacy and Enon Ranch Appreciation Day (Mayor and Full Council)



6. Consent Agenda: BOARD AND COMMISSION APPOINTMENTS

Parks and Recreation Advisory Board:

Councilmember Willis recommends appointment of Keishan Davis

Councilmember Sebastian recommends re-appointment of Barbara Mostella

7. Consent Agenda: SUBDIVISION PLATS

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

a. Final plat for Dennis E. Hayes Consolidation (District 4)

X. 8:05 p.m. Agenda Items

8. ADMINISTRATION

Request Approval of the following Event:

Veterans Lunch for 11/9/2024 at 11am to 2pm at the South Fulton Tennis Center (Councilmember Pritchett)

Motion (Amend): Linda Pritchett

Second: Councilmember Willis

[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

**A motion was made to approve Item #8.**

**The motion was approved unanimously.**

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9. The Cultural Affairs Department is requesting the Council to approve the ranking for Request For Proposal (RFP) Number 23-87, Event Management for the Wolfcreek Amphitheater. (Exhibit I) The City of South Fulton Evaluation Committee is selected and approved by the City Manager.

On February 15th, 2024, Request For Proposal (RFP) No. 23-87 opened. Two firms submitted proposals in response to the RFP; FCE Entertainment, Inc and Omega 14, Inc.

On February 27th, 2024, an Evaluation Committee Meeting was held. After evaluation and scoring, the Evaluation Committee named FCE Entertainment, Inc, as the first ranked firm (Exhibit 1).

On March 7th, 2024, a negotiation meeting was held with the number one ranked firm, FCE Entertainment, Inc. On March 14th, 2024, City staff met with both FCE Entertainment, Inc and Omega 14, Inc, regarding their bid proposal.

City staff reviewed the vendor proposals, and ranked FCE Entertainment, Inc as the number one firm. The Evaluation Committee recommends FCE Entertainment, Inc. for award of the contract.

Motion (Approve as Amended): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

Yea: 6 Bell, Gumbs, Pritchett, Rowell, Sebastian, Willis

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

**A motion was made to not accept the staff recommendation for FCE Entertainment, Inc. and to award the contract to Omega 14, Inc. which is the most advantageous for the City of South Fulton.**

**The motion was approved 6-0-1. Councilmember Williams-Brown did not vote.**

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10. The Information Technology Department is requesting the Council to approve the contract for our Microsoft Enterprise Agreement, with Dell Inc, Contract Number 99999-SPD-SPD0000060-0006 for an annual estimated cost of total not to exceed \$1.8 million across 3 years with the option to renew for 2 years. The contract was effective April 2024 and expires April 2027.

The scope of services for contract 99999-SPD-SPD0000060-0006 is for licenses, services and training.

Motion (Approve): Councilmember Rowell

Second: Councilmember Williams

[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis  
Nay: 0  
Abstain: 0  
Not Voting: 0

Minutes:

**A motion was made to approve Item #10.**

**The motion was approved unanimously.**

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## 11. PUBLIC SAFETY

Second Read and Request Council Approval Of A REVISED Ordinance To Amend Sections 4-3004 Duties of the Alarm User And 4-30037 Enforcement Of Title 4 Law Enforcement, Chapter 4 False Alarms (Sponsored by Councilmembers Rowell and Pritchett)

Motion (Approve): Linda Pritchett  
Second: Councilmember Gumbs  
[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis  
Nay: 0  
Abstain: 0  
Not Voting: 0

Minutes:

**A motion was made to approve Item #11.**

**The motion was approved unanimously.**

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12. The Fire and Rescue Department is requesting the Council to enter into a Piggyback of the City of Atlanta's contract with Truck Service Depot to provide preventive maintenance service on the Department's fire apparatus, for a total not to exceed \$150,000.

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

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis  
Nay: 0  
Abstain: 0  
Not Voting: 0

Minutes:

**A motion was made to approve Item #12.**

**The motion was approved unanimously.**

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### 13. PUBLIC WORKS

The Public Works Department is requesting the Council to approve the Intergovernmental Agreement (IGA) for New Hope Road Sidewalk Improvement with the City of Atlanta Department of Watershed Management (DWM). The proposed 1.9-mile project provides pedestrian facilities along New Hope Road between Campbellton Road and Danforth Road. Proposed improvements include new curb and gutter for drainage and 5' wide sidewalks, offset from the back of curb by a 2' stamped concrete strip. The project will be tied to the GDOT roundabout project (PI 731830), Campbellton Road at New Hope Road and Boat Rock Road in the City of South Fulton, Fulton County, Georgia.

DWM has existing water facilities ("Facilities") that conflict with the Project that must be relocated, and/or adjusted to accommodate the Project. DWM's scope of work includes adjusting/relocating/replacing: seventeen (17) fire hydrants; sixty-four (64) water meter boxes; eight (8) water valves; and other appurtenances to accommodate the project; and other appurtenances to accommodate the project. Pursuant to Resolution No. 23-R-4355, and for which the City will invoice and be reimbursed, DWM is authorized to and shall contribute an amount not to exceed \$146,700.00.

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

**A motion was made to approve Items #13 and #14.**

**The motion was approved unanimously.**

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14. The Public Works Department is requesting the Council to approve the award of Invitation To Bid Number 24-05, PI 0012637 New Hope Road Sidewalks - T266, to the lowest responsive, responsible bidder, DAF Concrete, Inc, for \$3,301,268.00, plus a 10% contingent amount of \$330,126.80 for an overall total amount of \$3,631,394.80, to construct new American Disability Act compliant sidewalks, curb and gutter, stamp concreted strip, and associated storm water structures on both sides of New Hope Road between Danforth Road and the roundabout at Campbellton at Boat Rock/New Hope Road. The approximate distance of the project is 1.8 miles.

The project is federally funded with a 20% local match equal to \$660,253.60 and 80% federally funded, equal to \$2,641,014.40. The 20% match is funded with ARPA funds.

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

**A motion was made to approve Items #13 and #14.**

**The motion was approved unanimously.**

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#### XI. 8:35 p.m. Executive Session

Motion (Recess): Linda Pritchett

Second: Councilmember Willis

[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

**A motion was made to recess to the Executive Session for Real Estate, Personnel, Litigation, and Cyber Security at 8:20 PM.**

**The motion was approved**

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Motion (Reconvene): Councilmember Rowell

Second: Councilmember Sebastian

[Motion Approved]

Yea: 4 khalid, Rowell, Sebastian, Williams  
Nay: 0  
Abstain: 0  
Not Voting: 4 Bell, Gumbs, Pritchett, Willis

Minutes:

**A motion was made to reconvene from the Executive Session at 10:15 PM.**

**The motion was approved**

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## XII. Adjournment of Meeting

Motion (Adjourn): Councilmember Williams

Second: Councilmember Rowell

[Motion Approved]

Yea: 4 khalid, Rowell, Sebastian, Williams  
Nay: 0  
Abstain: 0  
Not Voting: 4 Bell, Gumbs, Pritchett, Willis

Minutes:

**A motion was made to adjourn the Regular Meeting at 10:16 PM.**

**The motion was approved.**

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GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** Request Council Approval of the following City Council Work Session Minutes:  
March 19, 2024

**DATE:** March 26, 2024

**SUBJECT:** Request Council Approval of the following City Council Work Session Minutes:  
March 19, 2024

**REFERENCE:**

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**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                        | Type       | Upload Date |
|------------------------------------|------------|-------------|
| Minutes_WS_2024_3_19_Meeting DRAFT | Cover Memo | 3/25/2024   |

**CITY OF SOUTH FULTON, GEORGIA**  
**WORK SESSION - Welcome All Park Multipurpose Facility, 4255 Will Lee Rd, South Fulton,**  
**GA 30349**  
**Tuesday, March 19, 2024, 4:00 PM**



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**COUNCIL WORK SESSION MEETING MINUTES**

I. 4:00 p.m. Call to Order - Mayor khalid

Minutes:

**The meeting was called to order by Mayor khalid kamau at 4:00 PM.**

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II. 4:01 p.m. Roll Call - Corey Adams, City Clerk

| Attendee Name       | Title                    | Status  | Arrived |
|---------------------|--------------------------|---------|---------|
| khalid kamau        | Mayor                    | Present |         |
| Catherine F. Rowell | District 1 Councilmember | Present |         |
| Carmalitha Gumbs    | District 2 Councilmember | Present |         |
| Helen Z. Willis     | District 3 Councilmember | Present |         |
| Jaceey Sebastian    | District 4 Councilmember | Present |         |
| Keosha B. Bell      | District 5 Councilmember | Present |         |
| Natasha Williams    | District 6 Councilmember | Present |         |
| Linda Pritchett     | District 7 Councilmember | Present |         |

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

III. 4:03 p.m. City Manager Items - Sharon Subadan, City Manager

1. Staff Reports.

City Manager Monthly Reports (inclusive of the Finance and Public Works Reports)

Minutes:

**Presented by City Manager Mrs. Sharon Subadan.**

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IV. 4:15 p.m. Presentations



2. Discussion: Fees (Presented by Dr. Marc Cooper, Assistant City Manager)

Minutes:

**Presented by Dr. Marc Cooper, Assistant City Manager.**

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3. Discussion: Alcohol in Parks; Cultural Affairs Spaces (Presented by Vincent D. Hyman, City Attorney)

Minutes:

**Presented by City Attorney Mr. Vincent Hyman.**

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4. Discussion: Charging for Parking at Parks; Cultural Affairs Spaces (Presented by Tarnard Turner, Director, Department of Parks and Recreation)

Minutes:

**Presented by Director of Parks and Recreation Mr. Tarnard Turner.**

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V. 5:30 p.m. Executive Session (if needed)

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

Motion (Table): Councilmember Rowell

Second: Councilmember Sebastian

[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

**A motion was made to table the Executive Session at 6:19 PM.**

**The motion was approved unanimously.**

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VI. 5:59 p.m. Adjournment of Meeting

Motion (Adjourn): Councilmember Sebastian

Second: Councilmember Willis

[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

**A motion was made to adjourn the Work Session at 6:19 PM.**

**The motion was approved unanimously.**

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GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** Request Council Approval of the following City Council Alcohol/Zoning Public Hearing  
Minutes: March 19, 2024

**DATE:** March 26, 2024

**SUBJECT:** Request Council Approval of the following City Council Alcohol/Zoning Public Hearing  
Minutes: March 19, 2024

**REFERENCE:**

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**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                         | Type       | Upload Date |
|-------------------------------------|------------|-------------|
| Minutes_ZPH_2024_3_19_Meeting DRAFT | Cover Memo | 3/25/2024   |

**CITY OF SOUTH FULTON, GEORGIA**  
**ALCOHOL/ZONING PUBLIC HEARINGS - Welcome All Park Multipurpose Facility,**  
**4255 Will Lee Rd, South Fulton, GA 30349**  
**Tuesday, March 19, 2024, 6:00 PM**



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**SPECIAL CALLED MEETING MINUTES**

1. 6:00 p.m. Meeting Called to Order – Mayor khalid

Minutes:

**The meeting was called to order by Mayor khalid kamau at 6:25 PM.**

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2. 6:01 p.m. Roll Call - Corey Adams, City Clerk

Minutes:

| Attendee Name       | Title                    | Status  | Arrived |
|---------------------|--------------------------|---------|---------|
| khalid kamau        | Mayor                    | Present |         |
| Catherine F. Rowell | District 1 Councilmember | Present |         |
| Carmalitha Gumbs    | District 2 Councilmember | Present |         |
| Helen Z. Willis     | District 3 Councilmember | Present |         |
| Jaceey Sebastian    | District 4 Councilmember | Present |         |
| Keosha B. Bell      | District 5 Councilmember | Present |         |
| Natasha Williams    | District 6 Councilmember |         | 6:28 PM |
| Linda Pritchett     | District 7 Councilmember | Present |         |

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

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3. 6:02 p.m. Agenda Items

1. SPECIAL USE PERMIT/SHORT TERM RENTAL

Public Hearing- U23-015: Application by Latrese Allen requesting a Special Use Permit to operate a Short-Term Rental at 7545 Rivertown Rd (Parcel ID: 07180001190797) (District 4) in the AG-1 (Agricultural District/ Cedar Grove Overlay District) zoning district.

Staff and Planning Commission recommends Approval

Minutes:

**A Public Hearing was held.**

**One comment in favor.**

**Ms. Tishae Neal (representing the applicant)**

**No comments against it.**

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## 2. ALCOHOL LICENSE

Public Hearing- The applicant for 3805 Flat Shoals Road LLC d/b/a Circle K has applied for an alcohol license for the retail sale of beer and wine at 3805 Flat Shoals Road, Union City, GA 30291. This request is for a new license at this location. (District 5)

Minutes:

**A Public Hearing was held.**

**Favor:**

**Aakanksha Patangay, applicant**

**Dana Farkas, Licensing Consultant**

**No one in opposition.**

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## 4. 6:25 p.m. Executive Session

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

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

Motion (Recess): Keosha Bell

Second: Councilmember Sebastian

[Motion Approved]

Yea: 7 Bell, Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

**A motion was made to recess to the Executive Session for Real Estate, Personnel, Litigation, and Cyber Security at 6:41 PM.**

**The motion was approved unanimously.**

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Motion (Reconvene): Councilmember Gumbs

Second: Councilmember Rowell

[Motion Approved]

Yea: 4 Bell, Gumbs, khalid, Rowell  
Nay: 0  
Abstain: 0  
Not Voting: 4 Pritchett, Sebastian, Williams, Willis

Minutes:

**A motion was made to reconvene from Executive Session at 7:35 PM.**

**The motion was approved 4-0. Councilmembers Willis, Sebastian, Williams and Pritchett were not present.**

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## 5. 6:59 p.m. Adjournment of Meeting

Motion (Adjourn): Linda Pritchett  
Second: Councilmember Gumbs  
[Motion Approved]

Yea: 4 Gumbs, khalid, Pritchett, Rowell  
Nay: 0  
Abstain: 0  
Not Voting: 4 Bell, Sebastian, Williams, Willis

Minutes:

**A motion was made to adjourn the Alcohol/Zoning Public Hearing at 7:36 PM.**

**The motion was approved 4-0. Councilmembers Willis, Sebastian, Williams, and Bell were not present.**

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GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** Proclamation Presentations

**DATE:** March 26, 2024

**SUBJECT:** Proclamation Presentations

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** Mayor/Council Proclamations for Spreading on the Minutes

**DATE:** March 26, 2024

**SUBJECT:** Mayor/Council Proclamations for Spreading on the Minutes

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**



GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** The General Services Department requests authorization for the City Manager to sign a commitment letter with the Atlanta EV Fleet Alliance

**DATE:** March 26, 2024

**SUBJECT:** The General Services Department requests authorization for the City Manager to sign a commitment letter with the Atlanta EV Fleet Alliance

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                       | Type       | Upload Date |
|-----------------------------------|------------|-------------|
| ARC_EVGrant_COSF_LetterSupportRev | Cover Memo | 3/22/2024   |

**HONORABLE MAYOR  
& CITY COUNCIL**

KHALID KAMAU  
MAYOR

DR. CATHERINE F. ROWELL  
DISTRICT 1

CARMALITHA GUMBS  
DISTRICT 2

HELEN ZENOBIA WILLIS  
DISTRICT 3

JACEEY SEBASTIAN  
DISTRICT 4

KEOSHA B. BELL  
DISTRICT 5

NATASHA WILLIAMS-BROWN  
DISTRICT 6

LINDA BECQUER PRITCHETT  
DISTRICT 7

March 20, 2024

David Vazquez  
Chief Resilience Officer  
Office of Sustainability & Resilience  
Clayton County  
1590 Adamson Parkway, Suite 370  
Morrow, GA 30260

RE: City of South Fulton's (COSF) commits to the *Atlanta EV Fleet Alliance: Accelerating Local Government Fleet Electrification in the Atlanta Metropolitan Area for Cleaner Air and Healthier Communities* project

Dear Mr. Vazquez,

I am writing to express the City of South Fulton's (COSF) commitment to participate as a coalition member of the *Atlanta EV Fleet Alliance: Accelerating Local Government Fleet Electrification in the Atlanta Metropolitan Area for Cleaner Air and Healthier Communities* project. The City of South Fulton also commits to sign a Memorandum of Agreement (MOA) for the Clayton County Government's coalition application to the US Environmental Protection Agency (US EPA) Climate Pollution Reduction Grant (CPRG) if the project is approved. The *Atlanta EV Fleet Alliance* project aims to significantly lower greenhouse gas emissions (GHG) in the transportation sector by phasing out aging government vehicles, introducing zero-emissions electric vehicles, and installing EV charging infrastructure in 9 localities across the Atlanta metropolitan region.

Partnering with the *Atlanta EV Fleet Alliance* empowers the City of South Fulton to advance its journey towards clean energy and decarbonization, aligning with our commitment to reduce environmental impact and enhance community well-being. Our city, recognized as one on the rise, is dedicated to optimizing financial resources to deliver efficient services to our residents at the best possible cost. By embracing innovative practices like integrating alternative energy sources such as this transportation-related initiative, we reinforce our vision of becoming a leading, forward-thinking municipality.

We recognize that reducing greenhouse gas emissions is essential to our core values. Moreover, mitigating climate pollution and enhancing the quality of life for all members of our community are paramount objectives. By fostering a shift towards cleaner transportation and energy solutions, we aim to provide healthier, cleaner air, especially to our disadvantaged neighborhoods. This initiative underscores our commitment to sustainability and positions us as a progressive, globally conscious city.

Our involvement in the project is poised to significantly contribute to its success. Drawing upon our distinct expertise in developing fleet replacement plans, siting planning, and preliminary assessments, we aim to implement innovative strategies for installation. Our approach prioritizes reversible, non-permanent techniques, utilizing the most discreet EVE options available to meet charging capacity requirements in minimally visible and non-intrusive locations.

Furthermore, our commitment to actively documenting and sharing our experiences with fellow members will foster a culture of shared learning. By openly discussing both successes and failures, we can collectively accelerate the learning curve, leading to enhanced project performance. This collaborative approach ensures that we capitalize on lessons learned and continuously improve our processes throughout the project lifecycle.

The City of South Fulton was a founding member of the Atlanta EV Alliance coalition. If awarded funding, we will work with the Clayton County Government and Coalition members to carry out the project activities outlined within the CPRG grant proposal and MOA. The MOA will clearly describe the agreed-upon roles, responsibilities, contributions, resources, and commitments each partner will provide to ensure project success, as well as the coalition's operating model and statement of accountability to US EPA.

Please give the Atlanta EV Alliance application the highest consideration for funding.

Sincerely,

Sharon Subadan  
City Manager, City of South Fulton

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** The General Services Department requests approval to submit an application to the Georgia Power Make-Ready Infrastructure Program for EV Charging Stations and infrastructure upgrades for public-facing facilities

**DATE:** March 26, 2024

**SUBJECT:** The General Services Department requests approval to submit an application to the Georgia Power Make-Ready Infrastructure Program for EV Charging Stations and infrastructure upgrades for public-facing facilities

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                                    | Type       | Upload Date |
|------------------------------------------------|------------|-------------|
| etmr-2023-2025-program-criteria-2024-01-01-gpc | Cover Memo | 3/22/2024   |

## Electric Transportation Make Ready Program Criteria 2023-2025

*The Make Ready Infrastructure Program was approved in Georgia Power Company's 2022 Rate Case.*

### Make Ready Infrastructure Program

- Designed for chargers being installed that are public facing or part of public fleets serving the public good (defined below). Georgia Power will design, install, own and maintain the behind the meter electrical equipment up to the charger. This includes electrical panels, wires, conduit, etc. Georgia Power's standard line extension policies will be used to access the utility side of the meter upgrades that may be needed. These costs may qualify for Make Ready program funding as well.
- The program requires a minimum of six chargers (ports) for a Level 2 charger or at least one DC fast charger. Anything less will be eligible for the charger rebate program.
- Make Ready program investments will be capped at \$200K per project unless otherwise authorized. A Contribution in Aid of Construction (CIAC) charge to the requesting customer may be required for anything over the cap to cover any difference.
- Future Proofing: Requests to future proof to add chargers at a later date cannot be funded with Make Ready dollars. If desired, the additional costs will need to be funded by the customer.

### Public Facing Defined:

- Public Facing Projects are projects that involve infrastructure to support (i) EV charging in public locations (e.g., grocery store parking lots, malls, gas stations and convenience stores) and (ii) the electrification of public fleets (e.g., MARTA, public school buses). By way of further example, public facing projects and public fleets also include the following:
- Multi-family dwellings, educational institutions, hospitals and other publicly accessible business locations (including those with membership requirements), provided that electric vehicle chargers at those premises are publicly accessible and open to the general public at the same rate.
- Other publicly owned vehicles that are open to and transport members of the general public (e.g., air, land and sea transportation services); and
- Vehicles in service of the public (e.g., police, fire and other governmental uses).

## ET Make Ready Infrastructure Program Segment Qualifications

### Qualifications by Market Segment

- Airports/Seaports: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are not eligible for Make Ready program unless vehicles are publicly owned assets. Ground service/Dock type equipment is not eligible for Make Ready program infrastructure funding unless vehicles are publicly owned. Privately owned fleets are not eligible.
- Commercial/Office: Eligible if the chargers are in an area that property owners agree the general public may access. Restricted access chargers are not eligible for Make Ready program infrastructure funding. Privately owned fleets are not eligible.
- Education: Eligible if the chargers are in an area that the general public may access. Restricted access chargers may be eligible for Make Ready program infrastructure funding to serve public fleets (e.g., passenger buses or publicly owned school or university vehicle fleets). Privately owned fleets are not eligible.
- Federal: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are eligible for Make Ready program infrastructure funding for vehicle fleets as they are publicly owned. Military bases are eligible for Make Ready Infrastructure funding for a charger farm installation on base to serve its residences, work force and fleet.
- Hospitality & Entertainment: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are not eligible for Make Ready program infrastructure funding. Privately owned fleets are not eligible.
- Multi-Family/Condos: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are not eligible for Make Ready program infrastructure funding.
- Municipalities: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are eligible for Make Ready program infrastructure funding to serve publicly owned vehicle fleets (e.g., passenger buses, police, fire and other fleet vehicles).
- Retail: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are not eligible for Make Ready program infrastructure funding. Privately owned fleets are not eligible.
- Transit: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are eligible for Make Ready program infrastructure funding to serve public fleets (e.g., passenger buses). Privately owned fleets are not eligible.

## **Make Ready Infrastructure Program Standards**

### **01/01/2024**

#### **Site Design**

- Georgia Power Company (“Company”) will always utilize its preferred method of service as a guide to the design.
  - Chargers will be set as close to the transformer as possible.
  - Always pull wire out of transformer and set a panel when possible.
  - When pulling from existing panel, customer must set dedicated breaker to serve the Company-owned panel. The Company will set a Company-owned panel.
  - The Make Ready program will not share services where the Company and the customer own services coming out of the same piece of equipment. There must be a clean point of demarcation of ownership.
- Locks will be put on Company-owned panels.

#### **Metering**

- A project may have a submeter connected by the Company’s installing partner as directed by the Company’s Make Ready project lead.
- All charger electricity usage will be behind an existing revenue meter, or a new meter will be set with the customer needing to call the Company to establish an account.
- Customers may elect to utilize the “Charge It” rate rider for individually metered charging accounts to assist with demand costs.

#### **New Construction**

- *Legislative Mandates*
  - Make Ready program dollars will not pay for the infrastructure to support a city mandated installation through legislation or city ordinances. The program is designed to encourage adoption, not supplement costs of legislatively required investments.
- *Site Plans & Drawings*
  - If the charging infrastructure is already included in site plans and drawings and assigned out to a General Contractor and electrician, it will not be eligible for the Make Ready program. To qualify, the charging infrastructure would need to be separated from the project so that it is not getting paid for multiple times.

#### **Installer Network**

- The Company has a group of approved installers that will be used to install Company-owned infrastructure. The installer assigned to the project will be assigned at the Company’s discretion. Customers do not get to choose their installer for the Georgia Power infrastructure installation. Customers may choose whomever they wish to acquire, install, energize, and operate the chargers.

## **Car Dealerships**

- Car dealerships may participate in the Make Ready program if the chargers being installed are for public use. The Make Ready program will not support chargers being installed in service bays or behind a fence. There is an approved dealership design that will qualify for the Make Ready program so that all dealerships have the same offering.

## **Convenience Stores**

- Convenience stores may participate in the Make Ready program if the chargers being installed are for public use. There is an approved convenience store design that will qualify for the Make Ready program so that all convenience store have the same offering.

## **Parking Decks**

- We will serve parking decks with the Company's preferred method of service and select a location nearest the transformer and build out a charger farm of Level 2 chargers or a single DC fast charger. There will be no Make Ready program funding used to take wire to individual spaces around a deck.
- Any coring of holes through the deck structure will require the customer to have a structural engineer sign off on the impacts to the deck.

## **Multi Family Standards**

- The Company's preferred method of service for any apartment/condo complex is to build out centralized charger farms versus individual spaces. These charger farms should be located at the front of the property near leasing office where the general public can access.

## **Multi-site Customers**

- For customers with multiple site location requests, the Company will work up to five locations at a time. Locations should be prioritized and applied for in order of preference. No more than five should be entered at one time.

## **Utility Side Expansions**

- *Utility owned Power Delivery Systems*
  - Georgia Power standard [line extension policies](#) will be used to access the utility upgrades that may be needed to support the added capacity needs. In cases where a customer contribution is required for additional Company facilities, these costs may or may not qualify for Make Ready program funding depending on the overall project cost and customer's energy rate.
- *Customer Owned Distribution Systems*
  - If required, the customer will cover all costs of traditional distribution upgrades to their customer-owned system. The Company will not mix ownership of distribution equipment on a campus.



- 
- The Company will still own the Make Ready infrastructure such as panels, wires, and conduit between the customer's distribution system and the customer's charger.

#### **Easements**

- Easements are required at the Company's discretion. Site hosts for charging company projects that may be approved will require an easement. Georgia Power will hold the easement as the Company will own the infrastructure equipment on a customer's property.

#### **EV Charging Provider Companies**

- To be eligible for Make Ready program dollars, the charging provider must submit a signed agreement from the site host indicating approval to operate on the site host's premises and to grant an easement to the Company for its facilities installed through the Make Ready program.
- Infrastructure installed through the Make Ready program is owned and maintained by the Company, and as such, the Company will select the installer for the Make Ready infrastructure. The charging company may choose their own installers to install and energize the chargers.
- The Company will have final approval of the design to serve the chargers.
- The charging company will include the site host in any conversations being held that relates to the installation of the system.
- The charging company will apply for new service for this metered account.
- The charging company may not charge a different rate for members versus non-members.

#### **Additional Funding through Federal Programs**

- If participating in additional funding programs through sources such as governmental grants, Make Ready program funding may be available as long as the application meets the program qualifications, there is no mixed ownership of the infrastructure, and the Make Ready program funding complements the other funding received by the applicant.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** U23 015: Application by Latrese Allen requesting a Special Use Permit to operate a Short-term Rental at 7545 Rivertown Rd

**DATE:** March 26, 2024

**SUBJECT:** U23 015: Application by Latrese Allen requesting a Special Use Permit to operate a Short-term Rental at 7545 Rivertown Rd

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                          | Type       | Upload Date |
|--------------------------------------|------------|-------------|
| U23-015 Rivertown Rd Staff Report PC | Cover Memo | 3/22/2024   |

**GOVERNMENT OF THE CITY OF SOUTH FULTON**

SHARON SUBADAN  
MANAGER



REGINALD MCLENDON  
MANAGING DIRECTOR  
COMMUNITY DEVELOPMENT AND  
REGULATORY AFFAIRS

**MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Department of Community Development and Regulatory Affairs  
Planning & Zoning Division

**SUBJECT:** **U23-015: 7545 Rivertown Rd, Fairburn GA 30213**

**MEETING DATE:** February 13, 2024

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The applicant seeks a Special Use Permit to operate a short-term rental at the existing single-family residential dwelling located at 7545 Rivertown Rd, Fairburn GA 30213, in the AG-1 (Agricultural/Cedar Grove Overlay) zoning district. (Council District 4)

**STAFF RECOMMENDATION: APPROVAL**

**PLANNING COMMISSION RECOMMENDATION: APPROVAL**

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**APPLICATION INFORMATION**

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Applicant Information: Latrese Allen

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Status of Applicant: Owner

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City Council District(s): 4

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Parcel ID Number: 07180001190797

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Area of Property: 9.89 Acres

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Existing Zoning/Future Land Use: AG-1 Agricultural District

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Current/Past Use of the Property: Currently developed with a single-family home.

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Prior Zoning Cases/History: N/A

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**FINDINGS OF FACT****PROPERTY LOCATION**

The property is located on the north side of Rivertown Rd lying and being in Land Lot 119 of the 7th District of Fulton County, Georgia, being Lot 56 in the Cedar Grove Overlay District. The property is located in Council District 4.

**2021 COMPREHENSIVE PLAN LAND USE DESIGNATION**

The subject property has a future land use designation of Rural Neighborhood within the 2021 South Fulton Comprehensive Plan.

**ADJACENT ZONING AND LAND USES**

North: R-4 Single Family Dwelling

East: AG-1 Agricultural District

South: AG-1 Agricultural District

West: AG-1 Agricultural District

**COMMUNITY AND PROPERTY OWNERS NOTIFICATION/COMENTS**

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held virtually on Monday, October 2, 2023, at 6:00pm. At this meeting basic information regarding the proposed short-term rental was shared by staff while the Applicant shared that their rental is primarily used for events and rentals.

Staff placed the required notice of public hearing in The Daily Report on October 13, 2023, to notify the public that Case U23-015 would be heard at the Planning Commission Meeting on October 25, 2023, and at the City Council meeting on November 14, 2023.

The Applicant was given the addresses within one-quarter mile of the subject property for the purposes of hosting their own community meeting.

## **CONCLUSIONS**

### **Standard of review for proposed use permit (City Code, Appendix C, Sec. 803.06):**

**1) Is the proposed use consistent or inconsistent with the Comprehensive Plan?**

The Comprehensive Plan identifies a desire to attract visitors through the creation of safe, inviting, and dynamic places. A short-term rental is a form of accommodation that allows visitors to enjoy the community amenities and the City's attractions.

The current use of the property is single-family residential.

**2) Is the proposed use consistent with the supplemental plans adopted by the City Council, such as/or revitalization or economic development plans?**

N/A – no supplemental plans have been adopted by the City Council.

**3) Is the proposed use compatible with the adjacent land uses and zoning districts?**

The proposed use of a short-term rental does not change the nature of the existing single-family dwelling that is on the subject property.

**4) Does the proposed use on violate local, state, and or/federal statutes, ordinances, or regulations governing land development?**

The proposed use does not violate local, state, and federal statutes, ordinances, and regulations.

**5) What is the effect of the proposed use on vehicular and pedestrian traffic flow and safety, along adjoining streets?**

The operation of the short-term rental does not change the current flow of vehicular and pedestrian traffic on the adjoining streets.

**6) Is the screening adequate to protect adjacent uses from any negative impacts of the proposed use?**

The property is relatively set back from its adjacent neighbor.

**7) Can outdoor lighting be used so as to not interfere with surrounding uses?**

Outdoor lighting must be consistent with that of a residential development and therefore would not interfere with surrounding uses.

**8) Does ingress and egress to the property reduce negative impacts of the proposed use or enhance safety?**

The property is accessed from its private driveway.

**9) Will the number, size, and type of signs proposed for the site have any negative impact on traffic or surrounding property uses?**

No signs are proposed.

**10) Are off-street parking space adequate? Will they be properly located to reduce any negative impact on surrounding property uses?**

Off-street parking is provided on the subject property.

**11) Does the use have sufficient space to operate its activities?**

The subject property has sufficient space to operate as a rental. All rental activities are exclusively within the property's boundaries.

**12) Are there any negative environmental impacts which should be considered, for example, topography, special geological features, soil, water runoff, air pollution, water pollution or contamination, wetlands, etc?**

No new development is being proposed to incur environmental impacts.

**13) Availability of other land suitable for proposed use and effect on balance of land uses;**

To address concerns of the proliferation of short-term rentals, Ordinance 2022-045- restricted the number of zoning districts which allow short-term rentals rooming houses. This effectively reduced the availability of land available for the proposed use within the City of South Fulton.

**14) Effect on character of the neighborhood;**

The Applicant requires guests to sign agreements prior to approving reservations, in order to prevent any potential large gatherings or nuisance to our neighbors and neighborhood.

**15) Effect on adjacent property;**

The Applicant requires guests to abide by rules to minimize potential effects on adjacent properties and their owners.

**16) Economic use of current zoning;**

The AG-1 Agricultural District has numerous allowed uses that supports the economic viability of the subject property.

**17) Other conditions**

N/A

## POLICE REPORT

| Address Formatted | Call Source | Call Time           | Nature                         | First Arrive        | First Dispatch Time |
|-------------------|-------------|---------------------|--------------------------------|---------------------|---------------------|
| 7545 RIVERTOWN RD | W911        | 09/29/2023 15:13:24 | 41 AUTOMOBILE ACCIDENT         |                     |                     |
| 7545 RIVERTOWN RD | PHONE       | 09/04/2023 18:17:16 | 2 ALARM (RECEIVED BY ALARM CO) |                     |                     |
| 7545 RIVERTOWN RD | PHONE       | 07/13/2023 13:10:04 | 2 ALARM (RECEIVED BY ALARM CO) |                     | 07/13/2023 13:56:01 |
| 7545 RIVERTOWN RD | PHONE       | 06/26/2023 16:25:46 | 54 SUSPICIOUS PERSON/VEHICLE   | 06/26/2023 17:06:57 | 06/26/2023 16:45:32 |
| 7545 RIVERTOWN RD | PHONE       | 03/23/2023 20:33:53 | 2 ALARM (RECEIVED BY ALARM CO) |                     |                     |
| 7545 RIVERTOWN RD | PHONE       | 03/20/2023 15:53:55 | 2 ALARM (RECEIVED BY ALARM CO) |                     | 03/20/2023 15:55:13 |
| 7545 RIVERTOWN RD | PHONE       | 03/11/2023 19:59:48 | 2 ALARM (RECEIVED BY ALARM CO) |                     | 03/11/2023 20:00:41 |
| 7545 RIVERTOWN RD | W911        | 03/08/2023 17:33:38 | 39 INFORMATION FOR OFFICER     | 03/08/2023 17:36:16 | 03/08/2023 17:36:03 |
| 7545 RIVERTOWN RD | PHONE       | 03/03/2023 21:22:20 | 2 ALARM (RECEIVED BY ALARM CO) | 03/03/2023 22:27:36 | 03/03/2023 22:11:08 |
| 7545 RIVERTOWN RD | PHONE       | 03/01/2023 04:31:21 | 2 ALARM (RECEIVED BY ALARM CO) | 03/01/2023 04:47:46 | 03/01/2023 04:35:09 |
| 7545 RIVERTOWN RD | PHONE       | 02/22/2023 20:19:45 | 39 INFORMATION FOR OFFICER     | 02/22/2023 20:23:04 | 02/22/2023 20:23:04 |
| 7545 RIVERTOWN RD | PHONE       | 01/19/2023 13:25:20 | 2 ALARM (RECEIVED BY ALARM CO) |                     | 01/19/2023 13:27:06 |
| 7545 RIVERTOWN RD | PHONE       | 01/13/2023 14:34:01 | 2 ALARM (RECEIVED BY ALARM CO) |                     | 01/13/2023 14:52:54 |
| 7545 RIVERTOWN RD | PHONE       | 01/12/2023 19:44:07 | 2 ALARM (RECEIVED BY ALARM CO) | 01/12/2023 21:09:46 | 01/12/2023 20:46:04 |
| 7545 RIVERTOWN RD | PHONE       | 01/07/2023 17:06:04 | 2 ALARM (RECEIVED BY ALARM CO) |                     | 01/07/2023 17:08:24 |
| 7545 RIVERTOWN RD | PHONE       | 12/27/2022 18:18:50 | 2 ALARM (RECEIVED BY ALARM CO) |                     | 12/27/2022 18:20:49 |
| 7545 RIVERTOWN RD | PHONE       | 12/25/2022 14:08:04 | 2 ALARM (RECEIVED BY ALARM CO) |                     |                     |
| 7545 RIVERTOWN RD | PHONE       | 11/16/2022 18:31:56 | 2 ALARM (RECEIVED BY ALARM CO) |                     |                     |

|                   |       |                     |                                |                     |                     |
|-------------------|-------|---------------------|--------------------------------|---------------------|---------------------|
| 7545 RIVERTOWN RD | PHONE | 11/12/2022 08:23:23 | 2 ALARM (RECEIVED BY ALARM CO) | 11/12/2022 08:50:50 | 11/12/2022 08:29:45 |
| 7545 RIVERTOWN RD | PHONE | 11/12/2022 07:56:11 | 2 ALARM (RECEIVED BY ALARM CO) |                     | 11/12/2022 07:59:40 |
| 7545 RIVERTOWN RD | PHONE | 10/27/2022 13:31:05 | 2 ALARM (RECEIVED BY ALARM CO) |                     |                     |
| 7545 RIVERTOWN RD | PHONE | 09/26/2022 18:16:00 | 2 ALARM (RECEIVED BY ALARM CO) |                     | 09/26/2022 18:17:42 |
| 7545 RIVERTOWN RD | PHONE | 09/22/2022 17:34:39 | 2 ALARM (RECEIVED BY ALARM CO) |                     |                     |
| 7545 RIVERTOWN RD | PHONE | 09/12/2022 16:51:54 | 2 ALARM (RECEIVED BY ALARM CO) | 09/12/2022 17:25:57 | 09/12/2022 17:06:28 |
| 7545 RIVERTOWN RD | PHONE | 08/26/2022 05:19:30 | 2 ALARM (RECEIVED BY ALARM CO) |                     | 08/26/2022 05:23:01 |
| 7545 RIVERTOWN RD | PHONE | 08/07/2022 16:53:36 | 2 ALARM (RECEIVED BY ALARM CO) |                     | 08/07/2022 17:28:27 |
| 7545 RIVERTOWN RD | PHONE | 08/01/2022 19:02:10 | 2 ALARM (RECEIVED BY ALARM CO) |                     | 08/01/2022 19:05:17 |
| 7545 RIVERTOWN RD | PHONE | 07/28/2022 07:38:57 | 45 INVESTIGATE LARCENY         | 07/28/2022 08:01:53 | 07/28/2022 07:41:15 |
| 7545 RIVERTOWN RD | PHONE | 06/16/2022 14:04:12 | 80 STRAY ANIMAL-AC50 STRAY/LO  |                     | 06/16/2022 14:17:39 |
| 7545 RIVERTOWN RD | PHONE | 06/08/2022 12:46:17 | 2 ALARM (RECEIVED BY ALARM CO) | 06/08/2022 13:21:12 | 06/08/2022 13:09:45 |
| 7545 RIVERTOWN RD | W911  | 05/21/2022 15:59:27 | 39 INFORMATION FOR OFFICER     |                     | 05/21/2022 16:04:25 |
| 7545 RIVERTOWN RD | PHONE | 05/20/2022 18:37:56 | 2 ALARM (RECEIVED BY ALARM CO) |                     |                     |
| 7545 RIVERTOWN RD | W911  | 05/15/2022 18:30:37 | 2 ALARM (RECEIVED BY ALARM CO) |                     |                     |
| 7545 RIVERTOWN RD | PHONE | 04/06/2022 15:16:01 | 39 INFORMATION FOR OFFICER     | 04/06/2022 15:49:45 | 04/06/2022 15:33:10 |
| 7545 RIVERTOWN RD | W911  | 04/04/2022 10:21:28 | 39 INFORMATION FOR OFFICER     | 04/04/2022 10:24:19 | 04/04/2022 10:24:19 |
| 7545 RIVERTOWN RD | W911  | 04/02/2022 10:02:32 | 2 ALARM (RECEIVED BY ALARM CO) |                     | 04/02/2022 10:07:56 |
| 7545 RIVERTOWN RD | PHONE | 03/28/2022 11:04:32 | 39 INFORMATION FOR OFFICER     |                     | 03/28/2022 11:11:51 |
| 7545 RIVERTOWN RD | PHONE | 03/13/2022 19:37:24 | 2 ALARM (RECEIVED BY ALARM CO) | 03/13/2022 20:22:51 | 03/13/2022 19:59:43 |
| 7545 RIVERTOWN RD | PHONE | 02/08/2022          | 2 ALARM                        |                     | 02/08/2022          |



|                      |       |                        |                                      |                        |                        |
|----------------------|-------|------------------------|--------------------------------------|------------------------|------------------------|
| RD                   |       | 08:39:53               | (RECEIVED BY<br>ALARM CO)            |                        | 08:41:01               |
| 7545 RIVERTOWN<br>RD | PHONE | 02/06/2022<br>00:36:26 | 2 ALARM<br>(RECEIVED BY<br>ALARM CO) |                        |                        |
| 7545 RIVERTOWN<br>RD | PHONE | 02/05/2022<br>13:45:35 | 2 ALARM<br>(RECEIVED BY<br>ALARM CO) |                        |                        |
| 7545 RIVERTOWN<br>RD | W911  | 02/04/2022<br>11:37:45 | 2 ALARM<br>(RECEIVED BY<br>ALARM CO) | 02/04/2022<br>11:58:26 | 02/04/2022<br>11:41:57 |
| 7545 RIVERTOWN<br>RD | W911  | 01/19/2022<br>20:03:03 | 2 ALARM<br>(RECEIVED BY<br>ALARM CO) |                        |                        |
| 7545 RIVERTOWN<br>RD | PHONE | 12/30/2021<br>13:01:23 | 39 INFORMATION<br>FOR OFFICER        | 12/30/2021<br>13:48:17 | 12/30/2021<br>13:17:26 |
| 7545 RIVERTOWN<br>RD | PHONE | 11/25/2021<br>11:35:27 | 2 ALARM<br>(RECEIVED BY<br>ALARM CO) | 11/25/2021<br>11:40:10 | 11/25/2021<br>11:35:41 |
| 7545 RIVERTOWN<br>RD | PHONE | 11/18/2021<br>11:24:52 | 2 ALARM<br>(RECEIVED BY<br>ALARM CO) |                        |                        |
| 7545 RIVERTOWN<br>RD | W911  | 09/21/2021<br>15:47:54 | 39 INFORMATION<br>FOR OFFICER        |                        | 09/21/2021<br>15:52:23 |
| 7545 RIVERTOWN<br>RD | W911  | 09/08/2021<br>21:05:56 | REPOSSESSION                         |                        |                        |
| 7545 RIVERTOWN<br>RD | W911  | 08/24/2021<br>22:04:05 | 39 INFORMATION<br>FOR OFFICER        |                        | 08/24/2021<br>22:07:22 |
| 7545 RIVERTOWN<br>RD | PHONE | 08/07/2021<br>13:33:44 | 2 ALARM<br>(RECEIVED BY<br>ALARM CO) | 08/07/2021<br>14:02:26 | 08/07/2021<br>13:42:35 |
| 7545 RIVERTOWN<br>RD | W911  | 08/02/2021<br>21:51:13 | 39 INFORMATION<br>FOR OFFICER        |                        | 08/02/2021<br>21:56:19 |
| 7545 RIVERTOWN<br>RD | PHONE | 07/14/2021<br>06:42:19 | 2 ALARM<br>(RECEIVED BY<br>ALARM CO) |                        | 07/14/2021<br>06:51:17 |
| 7545 RIVERTOWN<br>RD | PHONE | 03/15/2021<br>14:15:17 | 39 INFORMATION<br>FOR OFFICER        | 03/15/2021<br>14:26:28 | 03/15/2021<br>14:17:25 |

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**STAFF RECOMMENDATION: APPROVAL**  
**PLANNING COMMISSION RECOMMENDATION: APPROVAL**

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Recommended Conditions:

1. That that Special Use Permit is not transferrable.
2. That the permittee is required to maintain a valid South Fulton business license to operate a short-term rental.

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PREPARED BY:

REVIEWED BY: Reginald McClendon, Director, CDRA

**7545 Rivertown Rd Ariel View**



1/16/2024, 10:27:16 AM

— Street Centerlines    □ Tax Parcels 2021  
□ City Limits

1:2,257  
0 0.01 0.03 0.06 mi  
0 0.03 0.05 0.1 km

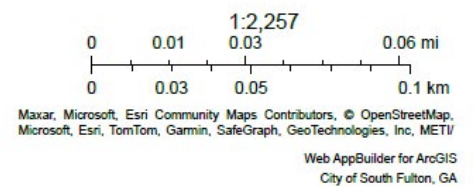
Maxar, Microsoft, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/  
Web AppBuilder for ArcGIS  
City of South Fulton, GA

## 7545 Rivertown Rd Future Zoning



1/16/2024, 10:27:46 AM

- Street Centerlines
- City Limits
- Tax Parcels 2021
- 2021 South Fulton Future Development
- Rural Neighborhood





# 7545 Rivertown Rd Current Zoning



1/16/2024, 10:28:58 AM

Street Centerlines

Zoning

Single Family Dwelling

Agricultural

Community Unit Plan

City Limits

Tax Parcels 2021

1:2,257  
0 0.01 0.03 0.06 mi  
0 0.03 0.05 0.1 km  
Maxar, Microsoft, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METV  
Web AppBuilder for ArcGIS  
City of South Fulton, GA



## PUBLIC PARTICIPATION PLAN REPORT

### FORM E

Page 46 of 268

City of South Fulton | March 26, 2024

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** U23-016: Application by Ernesto Williams requesting a Special Use Permit to operate a Short-Term Rental at 3480 Old Fairburn Rd

**DATE:** March 26, 2024

**SUBJECT:** U23-016: Application by Ernesto Williams requesting a Special Use Permit to operate a Short-Term Rental at 3480 Old Fairburn Rd

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                             | Type       | Upload Date |
|-----------------------------------------|------------|-------------|
| U23-016 Old Fairburn Rd Staff Report CC | Cover Memo | 3/22/2024   |

**GOVERNMENT OF THE CITY OF SOUTH FULTON**

SHARON SUBADAN  
CITY MANAGER



REGINALD MCCLENDON  
MANAGING DIRECTOR  
COMMUNITY DEVELOPMENT AND  
REGULATORY AFFAIRS

**MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Department of Community Development and Regulatory Affairs  
Planning & Zoning Division

**SUBJECT:** **U23-016: 3480 Old Fairburn Rd SW, Atlanta GA 30349**

**MEETING DATE:** February 13, 2024

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The applicant seeks a Special Use Permit to operate a short-term rental at the existing single-family residential dwelling located at 3480 Old Fairburn Rd SW, Atlanta GA 30349, in the AG-1 (Agricultural) zoning district. (Council District 5)

**STAFF RECOMMENDATION: APPROVAL CONDITIONAL**  
**PLANNING COMMISSION RECOMMENDATION: APPROVAL**

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**APPLICATION INFORMATION**

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|                        |                  |
|------------------------|------------------|
| Applicant Information: | Ernesto Williams |
|------------------------|------------------|

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|                      |       |
|----------------------|-------|
| Status of Applicant: | Owner |
|----------------------|-------|

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|                           |   |
|---------------------------|---|
| City Council District(s): | 5 |
|---------------------------|---|

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|                   |              |
|-------------------|--------------|
| Parcel ID Number: | 130064LL0718 |
|-------------------|--------------|

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|                   |           |
|-------------------|-----------|
| Area of Property: | .32 Acres |
|-------------------|-----------|

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|                                  |                            |
|----------------------------------|----------------------------|
| Existing Zoning/Future Land Use: | AG-1 Agricultural District |
|----------------------------------|----------------------------|

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|                                   |                                                |
|-----------------------------------|------------------------------------------------|
| Current/Past Use of the Property: | Currently developed with a single-family home. |
|-----------------------------------|------------------------------------------------|

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|                             |     |
|-----------------------------|-----|
| Prior Zoning Cases/History: | N/A |
|-----------------------------|-----|

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**SPECIFIC INFORMATION****FINDINGS OF FACT****PROPERTY LOCATION**

The property is located on the south side of Old Fairburn Rd lying and being in Land Lot 758 of the 1st District, 2<sup>nd</sup> Section of Fulton County, Georgia, being Lot 36, Block Y, of Willow Springs, Unit Twenty-Three, Phase 1, as per Plat recorded in Plat Book 128, Page 56, Fulton County Georgia Records. The property is located in Council District 5.

**2021 COMPREHENSIVE PLAN LAND USE DESIGNATION**

The subject property has a future land use designation of Industrial Zone within the 2021 South Fulton Comprehensive Plan.

**ADJACENT ZONING AND LAND USES**

North: AG-1 Agricultural District  
East: AG-1 Agricultural District  
South: AG-1 Agricultural District  
West: AG-1 Agricultural District

**COMMUNITY AND PROPERTY OWNERS NOTIFICATION/COMMENTS**

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held virtually on Monday, October 2, 2023, at 6:00pm. At this meeting basic information regarding

the proposed short-term rental was shared by staff while the Applicant shared that their rental is primarily used for short term rentals.

Staff placed the required notice of public hearing in The Daily Report on September 7, 2023, to notify the public that Case U23-016 would be heard at the Planning Commission Meeting on October 25, 2023, and at the City Council meeting on November 14, 2023.

The Applicant was given the addresses within one-quarter mile of the subject property for the purposes of hosting their own community meeting.

## **CONCLUSIONS**

### **Standard of review for proposed use permit (City Code, Appendix C, Sec. 803.06):**

**1) Is the proposed use consistent or inconsistent with the Comprehensive Plan?**

The Comprehensive Plan identifies a desire to attract visitors through the creation of safe, inviting, and dynamic places. A short-term rental is a form of accommodation that allows visitors to enjoy the community amenities and the City's attractions.

The current use of the property is a short-term rental.

**2) Is the proposed use consistent with the supplemental plans adopted by the City Council, such as/or revitalization or economic development plans?**

N/A – no supplemental plans have been adopted by the City Council.

**3) Is the proposed use compatible with the adjacent land uses and zoning districts?**

The proposed use of a short-term rental does not change the nature of the existing single-family dwelling that is on the subject property.

**4) Does the proposed use on violate local, state, and or/federal statues, ordinances, or regulations governing land development?**

The proposed use does not violate local, state, and federal statues, ordinances, and regulations.

**5) What is the effect of the proposed use on vehicular and pedestrian traffic flow and safety, along adjoining streets?**

The operation of the short-term rental does not change the current flow of vehicular and pedestrian traffic on the adjoining streets.

**6) Is the screening adequate to protect adjacent uses from any negative impacts of the proposed use?**

The property is relatively set back from its adjacent neighbor.

**7) Can outdoor lighting be used so as to not interfere with surrounding uses?**

Outdoor lighting must be consistent with that of a residential development and therefore would not interfere with surrounding uses.



**8) Does ingress and egress to the property reduce negative impacts of the proposed use or enhance safety?**

The property is accessed from its private driveway.

**9) Will the number, size, and type of signs proposed for the site have any negative impact on traffic or surrounding property uses?**

No signs are proposed.

**10) Are off-street parking space adequate? Will they be properly located to reduce any negative impact on surrounding property uses?**

Off-street parking is provided on the subject property.

**11) Does the use have sufficient space to operate its activities?**

The subject property has sufficient space to operate as a rental. All rental activities are exclusively within the property's boundaries.

**12) Are there any negative environmental impacts which should be considered, for example, topography, special geological features, soil, water runoff, air pollution, water pollution or contamination, wetlands, etc?**

No new development is being proposed to incur environmental impacts.

**13) Availability of other land suitable for proposed use and effect on balance of land uses;**

To address concerns of the proliferation of short-term rentals, Ordinance 2022-045- restricted the number of zoning districts which allow short-term rentals rooming houses. This effectively reduced the availability of land available for the proposed use within the City of South Fulton.

**14) Effect on character of the neighborhood;**

The Applicant requires guests to sign agreements prior to approving reservations, in order to prevent any potential large gatherings or nuisance to our neighbors and neighborhood.

**15) Effect on adjacent property;**

The Applicant requires guests to abide by rules to minimize potential effects on adjacent properties and their owners.

**16) Economic use of current zoning;**

The AG-1 Agricultural District has numerous allowed uses that supports the economic viability of the subject property.

**17) Other conditions**

N/A

## Police Report

| Address_Formatted       | CallSource | Nature                         | CallTime            | FirstArrive         |
|-------------------------|------------|--------------------------------|---------------------|---------------------|
| 3480 OLD FAIRBURN RD SW | PHONE      | 1 ABANDONED AUTOMOBILE         | 11/22/2023 00:29:13 | 11/22/2023 00:54:28 |
| 3480 OLD FAIRBURN RD SW | W911       | 81 STREET/SIDEWALK OBSTRUCTION | 11/21/2023 13:26:19 | 11/21/2023 13:47:37 |
| 3480 OLD FAIRBURN RD SW | PHONE      | 22 VANDALISM OR MALICIOUS MISC | 08/21/2022 09:05:46 | 08/21/2022 09:27:36 |
| 3480 OLD FAIRBURN RD SW | W911       | 39 INFORMATION FOR OFFICER     | 07/09/2022 02:31:47 | 07/09/2022 03:00:08 |
| 3480 OLD FAIRBURN RD SW | W911       | 25 DISCHARGING FIREARMS        | 07/09/2022 00:43:13 | 07/09/2022 01:31:39 |
| 3480 OLD FAIRBURN RD SW | W911       | 39 INFORMATION FOR OFFICER     | 05/03/2021 02:10:19 |                     |
| 3480 OLD FAIRBURN RD SW | PHONE      | 45 INVESTIGATE LARCENY         | 12/28/2019 01:58:09 | 12/28/2019 02:09:37 |
| 3480 OLD FAIRBURN RD SW | W911       | OVER230                        | 09/20/2019 01:57:59 | 09/20/2019 02:02:23 |
| 3480 OLD FAIRBURN RD SW | W911       | 41 AUTOMOBILE ACCIDENT         | 05/29/2019 18:51:39 | 05/29/2019 23:16:03 |
| 3480 OLD FAIRBURN RD SW | W911       | 54 SUSPICIOUS PERSON/VEHICLE   | 02/03/2019 16:31:47 | 02/03/2019 16:51:28 |
| 3480 OLD FAIRBURN RD SW | PHONE      | 54 SUSPICIOUS PERSON/VEHICLE   | 01/19/2019 12:54:30 | 01/19/2019 13:27:17 |
| 3480 OLD FAIRBURN RD SW | PHONE      | 1 ABANDONED AUTOMOBILE         | 12/04/2018 12:52:57 | 12/04/2018 13:09:08 |
| 3480 OLD FAIRBURN RD SW | W911       | 54 SUSPICIOUS PERSON/VEHICLE   | 12/03/2018 21:14:29 |                     |
| 3480 OLD FAIRBURN RD SW | W911       | 42 INVESTIGATE BURGLARY        | 11/02/2018 11:25:03 |                     |

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**STAFF RECOMMENDATION: APPROVAL CONDITIONAL**  
**PLANNING COMMISSION RECOMMENDATION: APPROVAL**

**Recommended Conditions:**

1. That that Special Use Permit is not transferrable.
2. That the permittee is required to maintain a valid South Fulton business license to operate a short-term rental.

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PREPARED BY: Karen Tominey, Senior Planner

REVIEWED BY: Reginald McClendon, Director, CDRA

# 3480 Old Fairburn Rd Ariel View



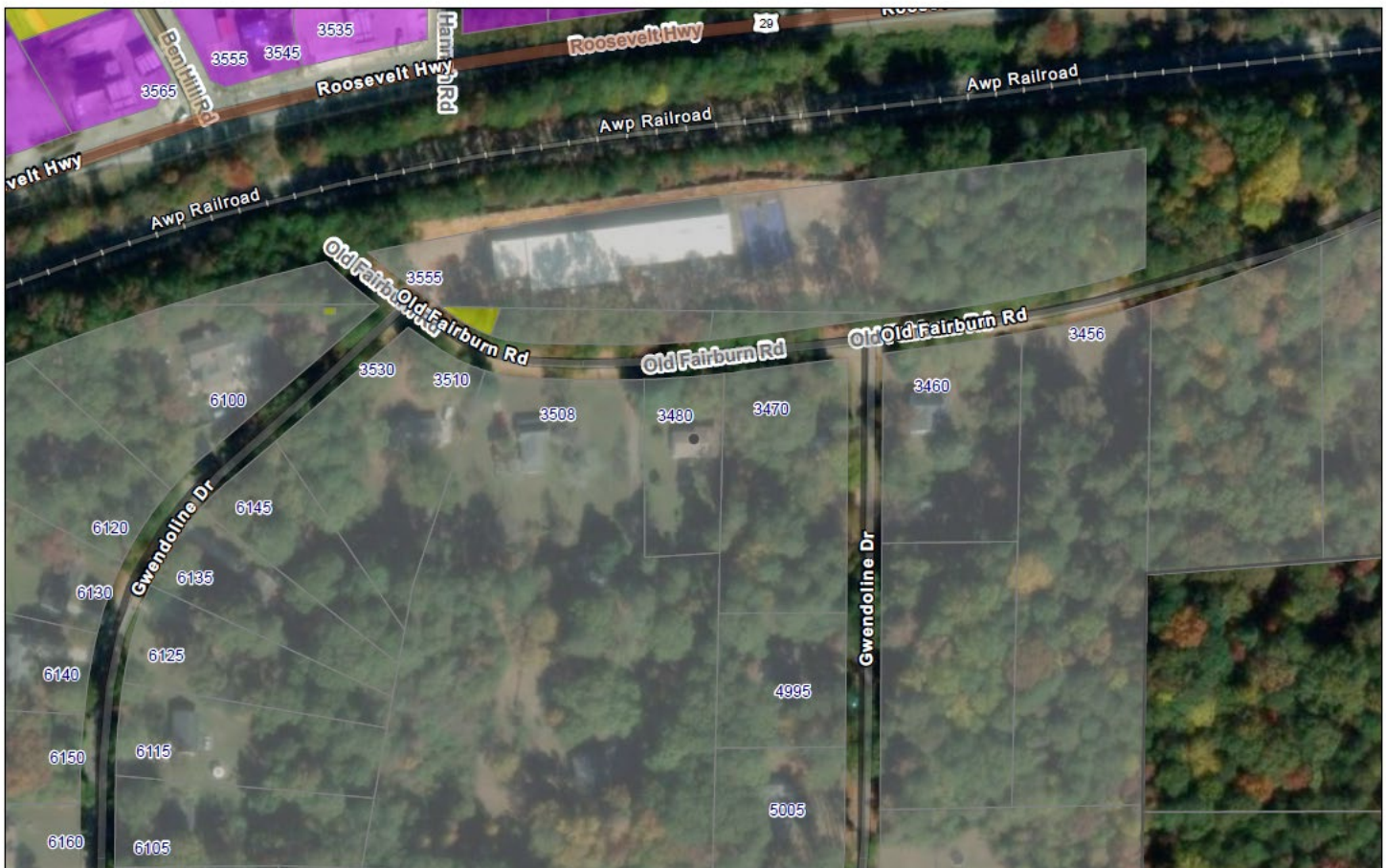
1/16/2024, 10:40:07 AM

— Street Centerlines    □ Tax Parcels 2021  
□ City Limits

1:2,257  
0 0.01 0.03 0.06 mi  
0 0.03 0.05 0.1 km  
Maxar, Microsoft, Esri Community Maps Contributors, © OpenStreetMap,  
Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METV  
Web AppBuilder for ArcGIS  
City of South Fulton, GA

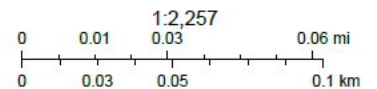


## 3480 Old Fairburn Rd Future Zoning



1/16/2024, 10:40:23 AM

- Street Centerlines
- Tax Parcels 2021
- City Limits
- 2021 South Fulton Future Development
- Community Live Work
- Industrial Zone
- Suburban Neighborhood



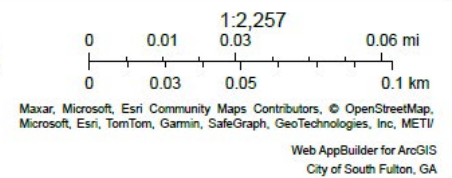
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Web AppBuilder for ArcGIS  
City of South Fulton, GA

## 3480 Old Fairburn Rd Current Zoning



1/16/2024, 10:39:52 AM







**PUBLIC PARTICIPATION PLAN REPORT  
FORM E**

Applicant: ERNESTO WILLIAMS

Petition No. U23-016

Date: 10-18-23

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

THE NEIGHBORHOOD HAS BEEN NOTIFIED BY SIGNAGE POSTING ON  
THE FRONT LAWN

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

I WILL HAVE A NEIGHBORHOOD MEETING 10-23-23 AT  
6:00 pm.

3. The following issues and concerns were expressed: NONE

NO ONE SHOWED UP AT THE MEETING

4. The applicant's response to issues and concerns was as follows: NONE

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

*Attach additional sheets as needed.*

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** The applicant for 3805 Flat Shoals Road LLC d/b/a Circle K has applied for an alcohol license for the retail sale of beer and wine at 3805 Flat Shoals Road, Union City, GA 30291.

**DATE:** March 26, 2024

**SUBJECT:** The applicant for 3805 Flat Shoals Road LLC d/b/a Circle K has applied for an alcohol license for the retail sale of beer and wine at 3805 Flat Shoals Road, Union City, GA 30291.

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                                           | Type       | Upload Date |
|-------------------------------------------------------|------------|-------------|
| Circle K Work Session Agenda Feb 13 2024_Redacted (1) | Cover Memo | 3/22/2024   |



# GOVERNMENT OF THE CITY OF SOUTH FULTON

## Office of the City Manager



### REVIEW AND APPROVAL ROUTING SHEET

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

#### Parties Consulted:

#### Initials

#### Date

☐ City Attorney/General Counsel

*Legal issues have been addressed*

☐ Assistant City Manager

*Complies with operational processes and guidelines.*

☐ A Director

*Funds are available and complies with fiscal guidelines.*

*Reginald B. McClendon*

Jan 24, 2024

☐ Information Technology Director

*When Information Technology issues are involved*

☐ Program & Performance Manager

*Complies with Division/programmatic processes*

☐ Communications Director

*Complies with Division/programmatic processes*

☐ Parks & Recreation Director

*Complies with Division/programmatic processes*

☐ Destination South Fulton Director

*Complies with Division/programmatic processes*

☐ DCDRA Director

*Complies with Division/programmatic processes*

*Reginald B. McClendon*

Jan 24, 2024

☐ Human Resources Director

*Complies with HR policies and procedures; positions are budgeted*

☐ Public Safety

*Complies with Division/programmatic processes. Specify Fire or Police*

*Keith Meadows (Jan 23, 2024 13:24 EST)*

*Chad Jones*

*Chad Jones (Jan 23, 2024 13:19 EST)*

Jan 23, 2024

Jan 23, 2024

☐ Public Works Director

*Complies with Division/programmatic processes*

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

*Complies with Division/programmatic processes. Specify Area*

*Paul Muhammad*

*Paul Muhammad (Jan 25, 2024 12:40 EST)*

Jan 25, 2024

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

*Complies with Division/programmatic processes. Specify Area*

City Manager's Decision:      Approved ☐      Disapproved ☐

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

City Manager's Comments:

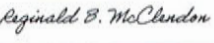
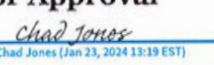
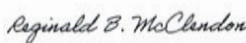
City Manager's Signature

Date

5440 Fulton Industrial Blvd., SW • South Fulton, GA 30336 • Office: 470.809.7700

# City of South Fulton Agenda Item Summary



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                   |                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>City Council Meeting Date</b> 2/13/2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                   |                                                                                                                                                               |
| <b>Requesting Department</b><br>Police Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Council District(s) Affected</b><br>District 5 |                                                                                                                                                               |
| <b>Requested Action</b><br><br>Approval to get on City Council Agenda for February 13, 2024 to have a public hearing and for council to vote on the request for an alcohol license for 3805 Flat Shoal ROAD LLC. dba Circle K for an alcohol license for the retail sales of beer and wine beverages at 3805 Flat Shoals Rd, Union City, Ga 30291                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                   |                                                                                                                                                               |
| <b>Requirements for Council Action</b> (City specific Council policy, statute or code requirement)<br><br>Pursuant to Title 16, Section-16-2020(d), Staff recommends City Council to Grant Approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                   |                                                                                                                                                               |
| <b>Summary and Background</b> (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)<br><br>The applicant for 3805 Flat Shoals Road LLC. dba Circle K has applied for an alcohol license for the the retail sales of beer and wine at 3805 Flat Shoals Rd, Union City, Ga 30291. This request is for a new license at this location. All applicable fees and inspections have been paid and passed. This business is currently operating on a temporary alcohol license.                                                                                                                                                                                                                                  |                                                   |                                                                                                                                                               |
| <b>Funding Source</b> (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                   |                                                                                                                                                               |
| <b>Financial Impact</b> (if applicable)<br>Initial Renenue \$5,935.00 with an estimated annual revenue of \$5,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                   |                                                                                                                                                               |
| <b>Financial Impact Statement Received</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/><br><b>Legislative Process Complete</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                   |                                                                                                                                                               |
| <b>Department Director Approval</b><br><br><div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <br/> <small>Keith Meadows (Jan 23, 2024 13:24 EST)</small><br/><br/> <br/> <small>Reginald B. McClendon</small> </div> <div style="width: 45%;"> <br/> <small>Chad Jones (Jan 23, 2024 13:19 EST)</small><br/><br/> <br/> <small>Paul Muhammad (Jan 25, 2024 12:40 EST)</small> </div> </div> |                                                   | <b>Director Approval</b><br><br><br><small>Reginald B. McClendon</small> |
| <b>Assistant City Manager Approval</b><br><br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>City Attorney Approval</b><br><br>_____        | <b>City Manager Approval</b><br><br>_____                                                                                                                     |



# GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON SUBADAN  
INTERIM CITY MANAGER

## MEMORANDUM

**TO:** City of South Fulton Mayor & Council

**FROM:** Keith Meadows, Chief of Police   
KM

**DATE:** January 8, 2024

**SUBJECT:** Request by 3805 Flat Shoals Road LLC. dba Circle K for an Alcohol License for the retail sales of beer and wine beverages at 3805 Flat Shoals Rd, Union City, GA 30291

The applicant for 3805 Flat Shoals Road LLC. dba Circle K seeks an alcohol license for the retail sales of beer and wine at 3805 Flat Shoals Rd. This application is for a new license at this location. All applicable fees related to obtaining an alcohol license have been paid. The owner is currently operating on a temporary license.

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

**CHIEF OF POLICE RECOMMENDATION: APPROVAL**

### APPLICATION INFORMATION

|                                  |                                                                               |
|----------------------------------|-------------------------------------------------------------------------------|
| Applicant Information            | 3805 Flat Shoals Road, LLC.<br>3805 Flat Shoals Rd<br>Union City, GA 30291    |
| City Council District(s):        | 5                                                                             |
| Parcel ID Number                 | 09F241100820039                                                               |
| Square Footage                   |                                                                               |
| Existing zoning                  | C - 1                                                                         |
| Current/Past Use of the Property | Gas Station-Convenience Store/ Same                                           |
| History                          | This is applicants first request. Previous use gas station/convenience store. |

Cc: Corey Adams, City Clerk



## INTER-OFFICE MEMORANDUM

**DATE:** January 8, 2024

**TO:** Chief K. Meadows

**FROM:** Jacquelyn J. Bell

**SUBJECT:** Staff Recommendation for 3805 Flat Shoals Road, LLC. d/b/a Circle K

The applicant for 3805 Flat Shoals Road LLC., dba Circle K seeks an alcohol license for the retail sales of beer and wine beverages at **3805 Flat Shoals Rd.** All applicable fees have been paid related to the alcohol license.

| Inspections Type           | Completed | Pending | Results |
|----------------------------|-----------|---------|---------|
| Police Criminal Background | Yes       |         | Passed  |
| Police Call History        | Yes       |         | Passed  |
| Code Enforcement           | Yes       |         | Passed  |
| Fire Inspection            | Yes       |         | Passed  |
| Zoning Dept.               | Yes       |         | Passed  |
| Business License           | Yes       |         | Passed  |
| F.C. School Board          | Yes       |         | Passed  |
| F.C. Health Dept.          | N/A       |         | N/A     |

### Application Information

**Applicant:** 3805 Flat Shoals Road LLC. / Aakanksha Patangay

**Business Address** 3805 Flat Shoals Rd

**District(s):** 5

**Parcel ID Number:** **09F241100820039**

**Existing Zoning:** C - 1

**Current/Past Use of the Property:** Current use is Gas Station/ with Convenience Store

**History:** This request serves as the applicants first request. The property is a gas station. The applicant also has a current business license with the City of South Fulton and has requested a new license. The location is operating with a temporary alcohol license.

**Staff Recommendation:**     X     There is no legal reason why this license should not be granted.

                     The applicant does not meet the legal requirements.

**Staff Name and Signature:**

*Jacquelyn J Bell - [Signature]*

**Police Chief Recommendation:**



Approval

Denial

**Signature:**

*[Signature]*  
Keith Meadows (Jan 23, 2024 13:24 EST)





## South Fulton Police Department

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

**Keith Meadows**

Chief of Police

December 7, 2023

City of South Fulton Planning & Zoning Section  
ATTN: Nadia Campbell  
[nadia.campbell@cityofsouthfultonga.gov](mailto:nadia.campbell@cityofsouthfultonga.gov)  
5440 Fulton Industrial Blvd SW  
Atlanta, GA 30336

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

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

- [ ] Consumption on Premises  
\_\_\_\_\_ Beer \_\_\_\_\_ Wine \_\_\_\_\_ Distilled Spirits
- [ X ] Retail  
\_X\_ Beer \_X\_ Wine \_\_\_\_\_ Distilled Spirits

**Business Information:**

3805 Flatshoals Road, LLC d/b/a Circle K  
3805 Flatshoals Road  
Union City, Ga 30349  
Owner: Aakanksha Patangay  
Phone: [REDACTED]  
Email: [REDACTED]

**For Planning & Zoning Use Only**

Date of Compliance Inspection: 12/8/2023 Parcel ID Number: 09F-241100820039

Location is Zoned for: C-1

Current/Past Use of the Property: C-1 - Existing gas station

[X] Location above MEETS ALL zoning and alcohol license zoning requirements of the City of South Fulton.

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

Existing use

Nadia Campbell  
Print Name of Zoning Planner

Reginald B. McClendon  
Print Name of Department Head

Nadia Campbell  
Zoning Planner Signature

[Signature]  
Department Head Signature

Return form via email to: Police Licenses @ [pdlicenses@cityofsouthfultonga.gov](mailto:pdlicenses@cityofsouthfultonga.gov)



## South Fulton Police Department

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

**Keith Meadows**  
Chief of Police

December 7, 2023

City of South Fulton Code Enforcement Department  
ATTN: Paul Muhammad  
[paul.muhammad@cityofsouthfultonga.gov](mailto:paul.muhammad@cityofsouthfultonga.gov)  
5440 Fulton Industrial Blvd SW  
Atlanta, GA 30336

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

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

- [ ] Consumption on Premises:  
\_\_\_\_\_ Beer \_\_\_\_\_ Wine \_\_\_\_\_ Distilled Spirits
- [ X ] Retail  
\_X\_ Beer \_\_\_\_\_ Wine \_\_\_\_\_ Distilled Spirits

**Business Information:**

3805 Flatshoals Road, LLC d/b/a Circle K  
3805 Flatshoals Road  
Union City, Ga 30349  
Owner: \_\_\_\_\_ atangay  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**For Code Enforcement Use Only**

Date of Inspection: 1/3/24

[X] Location above **MEETS ALL** City of South Fulton Code Enforcement Requirements

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

If not, briefly explain reason: \_\_\_\_\_

Rob Cooky  
Print Name of Code Enforcement Inspector

Rob Cooky  
Code Enforcement Inspector Signature

Paul Muhammad  
Print Name of Department Head

[Signature]  
Department Head Signature

**Return form via email to: Police License and Permits @ [pdlicenses@cityofsouthfultonga.gov](mailto:pdlicenses@cityofsouthfultonga.gov)**





## South Fulton Police Department

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

**Keith Meadows**  
Chief of Police

December 7, 2023

City of South Fulton Business License  
ATTN: Cody Hugley  
[cody.hugley@cityofsouthfultonga.gov](mailto:cody.hugley@cityofsouthfultonga.gov)  
5440 Fulton Industrial Blvd SW  
Atlanta, GA 30336

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

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

- [ ] Consumption on Premises  
\_\_\_\_\_ Beer \_\_\_\_\_ Wine \_\_\_\_\_ Distilled Spirits
- [X] Retail  
\_\_X\_\_ Beer \_\_X\_\_ Wine \_\_\_\_\_ Distilled Spirits

**Business Information:**

3805 Flatshoals Road, LLC d/b/a Circle K  
3805 Flatshoals Road  
Union City, Ga 30349  
Owner: Aakanksha Patangay  
Phone: [REDACTED]  
Email: [REDACTED]

**For Business License Use Only**

☒ Location above **HAS** a current and valid occupational tax certificate and meets all of the business and occupational tax ordinance of the City of South Fulton. **A copy of the occupational tax certificate is attached.**

[ ] Location above does **NOT** have an occupational tax certificate with the City of South Fulton.  
If additional explanation is required, briefly explain below:

This is valid for 2024 only.

Cody Hugley  
Print Name of Business Tax Specialist

Reginald B. McClendon  
Print Name of Department Head

Cody Hugley  
Business Tax Specialist Signature

[Signature]  
Department Head Signature

Return form via email to: Police License and Permits @ [pdlicenses@cityofsouthfultonga.gov](mailto:pdlicenses@cityofsouthfultonga.gov)

## CITY OF SOUTH FULTON - OCCUPATIONAL TAX CERTIFICATE

COSF Business License  
5440 Fulton Industrial Blvd  
Atlanta, GA 30331



|                        |                                           |                         |            |
|------------------------|-------------------------------------------|-------------------------|------------|
| <b>License Id:</b>     | 2023.12.1749                              | <b>Issued Date:</b>     | 12/4/2023  |
| <b>Effective Date:</b> | 01/01/2024                                | <b>Expiration Date:</b> | 12/31/2024 |
| <b>License Type:</b>   | Gasoline Stations with Convenience Stores |                         |            |

**Business Name:** 3805 Flatshoals Road, LLC  
**Business Location:** 3805 Flat Shoals Road, South Fulton, GA 30291  
Circle K  
Aakanksha Patangay  
861 Perennial Drive  
Atlanta, Georgia, 30328

# 2024

**NON-TRANSFERABLE**

**TO BE PLACED IN A CONSPICUOUS PLACE**





## South Fulton Police Department

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

**Keith Meadows**  
Chief of Police

December 7, 2023

City of South Fulton Fire Department  
ATTN: Office of the Fire Marshal  
[Donna.dingler@cityofsouthfultonga.gov](mailto:Donna.dingler@cityofsouthfultonga.gov)  
City of South Fulton Fire Department  
5440 Fulton Industrial Blvd SW  
Atlanta, GA 30336

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

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

- [ ] Consumption on Premises  
\_\_\_\_\_ Beer \_\_\_\_\_ Wine \_\_\_\_\_ Distilled Spirits
- [X] Retail  
\_X\_ Beer \_X\_ Wine \_\_\_\_\_ Distilled Spirits

**Business Information:**

3805 Flatshoals Road, LLC d/b/a Circle K  
3805 Flatshoals Road  
Union City, Ga 30349  
Owner: Aakanksha Patangay  
Phone: [REDACTED]  
Email: [REDACTED]

**For Fire Use Only**

Date of Inspection: 12/20/23

[X] Location above **MEETS ALL** City of South Fulton Fire Ordinance and Fire Codes

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

If not, briefly explain reason: \_\_\_\_\_

Gregory Chambers  
Print Name of Fire Inspector

[Signature]  
Fire Inspector Signature

Donna K. Dingler  
Print Name of Department Head

Donna K. Dingler, Chief Fire Marshal  
Department Head Signature

Return form via email to: Police Licenses and Permits @ [pdlicenses@cityofsouthfultonga.gov](mailto:pdlicenses@cityofsouthfultonga.gov)



## COSF Fire Inspection Report

### Facility Information

**Occupant Name:** 3805 FlatShoals Road, LLC dba Circle K **Inspection Date:** 12/20/2023 **Inspection Fee:** 75.00

**Street Number:** 3805 **Street Name:** Flat Shoals **Street Type:** Road  
**City:** Union City **State:** Georgia **30291**  
**Inspector:** Swanson, Charles

**Building Number:** 3805

### Inspection Information

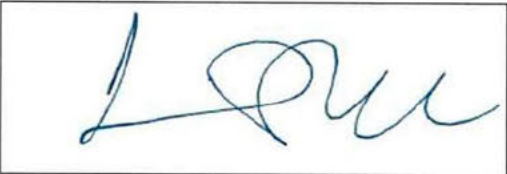
**Inspection Type:** Re-Inspection

### Violations

| Violation Code | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 906.2          | <p>Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.</p> <p>Exceptions:</p> <ol style="list-style-type: none"><li>1.The distance of travel to reach an extinguisher shall not apply to the spectator seating portions of Group A-5 occupancies.</li><li>2.Thirty-day inspections shall not be required and maintenance shall be allowed to be once every 3 years for dry-chemical or halogenated agent portable fire extinguishers that are supervised by a listed and approved electronic monitoring device, provided that all of the following conditions are met:<ol style="list-style-type: none"><li>2.1.Electronic monitoring shall confirm that extinguishers are properly positioned, properly charged and unobstructed.</li><li>2.2.Loss of power or circuit continuity to the electronic monitoring device shall initiate a trouble signal.</li><li>2.3.The extinguishers shall be installed inside of a building or cabinet in a noncorrosive environment.</li><li>2.4.Electronic monitoring devices and supervisory circuits shall be tested every 3 years when extinguisher maintenance is performed.</li><li>2.5.A written log of required hydrostatic test dates for extinguishers shall be maintained by the owner to verify that hydrostatic tests are conducted at the frequency required by NFPA 10.</li></ol></li><li>3.In Group I-3, portable fire extinguishers shall be permitted to be located at staff locations.</li></ol> |
| 505.1          | <p>New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 604.5          | <p>Extension cords and flexible cords shall not be a substitute for permanent wiring and shall be listed and labeled in accordance with UL 817. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances. Extension cords marked for indoor use shall not be used outdoors.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

**Violation Count:** 3

### Signatures

| Type       | First Name | Last Name | Signature Date | Signature Graphic                                                                  |
|------------|------------|-----------|----------------|------------------------------------------------------------------------------------|
| Inspector  | Charles    | Swanson   | 12/20/2023     |  |
| Owner/Rep. | latif      | seidu     | 12/20/2023     |  |

#### Inspection Notes

all violations are clear

#### Permit Conditions

OUR LANGUAGE GOES HERE





# South Fulton Police Department

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

**Keith Meadows**  
Chief of Police

January 9, 2024

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

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

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

- [ ] Consumption on Premises  
\_\_\_\_\_ Beer \_\_\_\_\_ Wine \_\_\_\_\_ Distilled Spirits
- [ X ] Retail / Wholesale  
\_\_X\_\_ Beer \_\_X\_\_ Wine \_\_\_\_\_ Distilled Spirits

**Business Information:**

3805 Flatshoals Road, LLC d/b/a Circle K  
3805 Flatshoals Road  
Union City, Ga 30291  
Owner: Aakanksha Patangay  
Phone: [REDACTED]  
Email: [REDACTED]

**For Law Enforcement Use Only**

Date Background Investigation Completed: January 1, 2024

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

If not, briefly explain reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jacquelyn J. Bell  
Print Name of Investigator

[Signature]  
Investigator Signature

**Place Form in Police ABL File**



# South Fulton Police Department

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

**Keith Meadows**  
Chief of Police

December 7, 2023

Fulton County School Board  
ATTN: Qadeera Murphy  
[murphygm@fultonschools.org](mailto:murphygm@fultonschools.org)  
Transportation Supervisor/Operations  
Fulton County Schools System  
55 Heath St. Fairburn, GA. 30213

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

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

- [ ] Consumption on Premises  
\_\_\_\_\_ Beer \_\_\_\_\_ Wine \_\_\_\_\_ Distilled Spirits
- [ X ] Retail  
\_\_\_X\_\_\_ Beer \_\_\_\_\_X\_\_\_ Wine \_\_\_\_\_ Distilled Spirits

**Business Information:**

3805 Flatshoals Road, LLC d/b/a Circle K  
3805 Flatshoals Road  
Union City, Ga 30349  
Owner: Aakanksha Patangay  
Phone: 2 [REDACTED]  
Email: [REDACTED]

**For School Board Use Only**

Date Completed: December 7 2023

- [ X ] Location above is 300 yards from nearest school ground  
[ X ] Location above is 200 yards from the nearest school bus stop as designated by Fulton County Board of Education.  
If not, briefly explain reason: \_\_\_\_\_

Qadeera M. Murphy  
Print Name of Person Verifying Distance

Qadeera M. Murphy  
Signature

Return form via email to: [pdlicenses@cityofsouthfultonga.gov](mailto:pdlicenses@cityofsouthfultonga.gov)



# CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

## PERSONAL STATEMENT

**INSTRUCTIONS:** This personal statement must be executed, under oath, by all owner/licensee/agent and corporate officers or major stakeholders of the business/organization with 20% or more of interest in the business and the manager of any place of business applying for a license from the City of South Fulton to sell or deal in alcoholic beverages. Each question must be fully answered. If the space provided is not enough, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.

Applicant Name in FULL (Please Print) Aakanksha Patangay

Home Address: [REDACTED], Atlanta, Georgia 30328

Business Address: 3805 Flat Shoals Road, Union City, Georgia 30291

Place of Birth [REDACTED] Date of Birth [REDACTED] Age: 34  
(City, State, Country) (Day, Month, Year)

Race: [REDACTED] Height: [REDACTED]" Weight: [REDACTED] Eye Color: Brown U.S. Citizen No By Birth No

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

Have you been convicted of any federal, foreign, and/or state laws, and/or city ordinances? if so, explain below:  
No

List names and addresses of employers for the past three (3) years: July 2023 to current - Eightfold AI, Inc., Santa Clara, CA  
July 2012 to May 2023 - Microsoft, Inc., Santa Clara, CA

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

Hrishikesh Yadav N/A [REDACTED]  
Full name of spouse / (Maiden Name) DOB

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

Aakanksha Patangay [Signature] 10/18/2023  
Applicant's Printed Name Applicant's Signature Date of Application

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

This 18th day of OCT, 2023

Notary Public Signature: [Signature] (AFFIX SEAL)

Notary Printed Name: Imran AHMED



Date Revised: 1/03/2022

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

RESIDENCE DETERMINATION FORM

**Certificate of Residence**  
**For Retail Package Distilled Spirits Applicants Only**

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

\_\_\_\_\_  
Judge of the Probate Court

\_\_\_\_\_  
County, Georgia

\*\*\*\*\*

**Certificate of Residence**  
**For All Other Alcoholic Beverage License Applicants**

State of Georgia, \_\_\_\_\_ Fulton \_\_\_\_\_ County  
I, Kenya M Johnson \_\_\_\_\_ Judge of the probate Court, for \_\_\_\_\_ Fulton  
County, Georgia, hereby certify that Aakanksha Patangay \_\_\_\_\_ is now and has been a Bona Fide Resident of  
the state of Georgia in the county of \_\_\_\_\_ Fulton \_\_\_\_\_ based upon the affidavit of applicant and the  
evidence submitted therewith. In Witness Whereof, I have hereunto set my hand and affixed the seal of said  
Probate Court this \_\_\_\_\_ 29th \_\_\_\_\_ day of \_\_\_\_\_ September



Date Revised: 1/03/2022



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

Page 74 of 268  
City of South Fulton | March 26, 2024

E-Verify Affidavit

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

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

Section 1.

Please check only one:

(A) \_\_\_\_\_ On January 1<sup>st</sup> of the below signed year, the individual, firm, or corporation employed more than ten (10) employees.

(B) X On January 1<sup>st</sup> of the below signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

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

Section 2.

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

3805 Flatshoals Road, LLC

Name of Private Employer

N/A

Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on this day \_\_\_\_\_ of October, 2023 in Atlanta (city), GA (state).

Aakanksha  
Signature of Authorized Officer or Agent

Aakanksha Patangay, Owner  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 18 DAY OF OCT, 2023.

[Signature]  
NOTARY PUBLIC

My Commission Expires: Nov. 8. 2025





# CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



## REGISTERED AGENT DESIGNEE FORM

*Registered agent means that individual, who is a resident of one of the 13 metropolitan counties (Cherokee, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding, and Rockdale) of Georgia and at least 21 years of age, who is designated by a Licensee/owner to receive any process, notice, or demand required or permitted by law or under this title to be served upon a licensee or owner.*

The registered agent, who is designated by a licensee, must submit to a fingerprint criminal background check and complete the personal statement form. The registered agent must obtain the certificate of residency enclosed.

Name: Aakanksha Patangay  
(Full Printed Name No Initials)

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

Home Address: [REDACTED]

City: Atlanta State: GA Zip: 30328

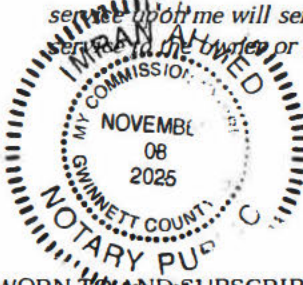
Phone# [REDACTED]

Business Address: 3805 Flat Shoals Road

City: Union City State: GA Zip: 30291

Phone# (404) 509-2623

I hereby certify that I agree to serve as the "registered agent" on behalf of  
3805 Flat Shoals Road, LLC a business located at  
3805 Flat Shoals Road, Union City, Georgia 30291, City of South Fulton, Georgia.  
As registered agent, I agree to accept any process, notice or demand required or permitted by law or under the Alcoholic Beverage Code of the City of South Fulton, Georgia, to be served upon the licensee or owner. I understand that such service upon me will serve as legal notice upon the licensee or owner and that it is my responsibility to forward such service to the licensee or owner.



Aakanksha  
SIGNATURE OF APPLICANT

10/18/2023  
DATE

Aakanksha Patangay  
PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS

18<sup>th</sup> DAY OF OCT 20 23

[Signature]  
NOTARY PUBLIC SIGNATURE

Imran Ahmed  
NOTARY PUBLIC PRINTED NAME

## CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

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

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

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

☒ BEER   ☒ WINE   ☐ DISTILLED SPRITS/LIQUOR

**Please select ALL the categories that best describe the business for which this application is being submitted.**

☐ Retail Package Store   ☒ Convenience Store   ☐ Growler  
☐ Supermarket   ☐ Gas / Drug / Dry Goods Store

Other. Please Specify \_\_\_\_\_

1. Is applicant: [ ] Sole Proprietorship [ ] Partnership [ ] Corporation ☒ LLC

2. Legal Name of Business: 3805 Flatshoals Road, LLC

Operating/Trade Name of Business Circle K

Has location had an alcohol license within the last 12 months? ☒ Yes [ ] No

3. Business Address: 3805 Flat Shoals Road, Union City, Georgia 30291 Council District: \_\_\_\_\_  
(Street Address, City, State Zip)

4. Billing Address: 3805 Flat Shoals Road, Union City, Georgia 30291

5. Proposed Location Zoned: commercial

|                                                                                                                                                                                                                 |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 6. A. Distance from closest private residence in any direction:                                                                                                                                                 | <u>grandfathered</u> |
| B. Distance from closest college campus or school ground:                                                                                                                                                       | <u>grandfathered</u> |
| C. Distance from closest branch of any South Fulton Public library:                                                                                                                                             | <u>grandfathered</u> |
| D. Distance from closest church or place of worship:                                                                                                                                                            | <u>grandfathered</u> |
| E. Distance from closest regular school bus stop as designated by<br>Fulton County Board of Education for pick-up or drop-off of<br>school children in transport to the public schools of City of South Fulton. | <u>grandfathered</u> |



# CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

## SECTION 2:

1. Full name of Applicant (Company/Corporation) 3805 Flatshoals Road, LLC
2. Full name of Licensee: Aakanksha Patangay  
 Licensee Social Security Number: [REDACTED]  
 Date of Birth and Place of Birth: [REDACTED]  
 Citizen of the USA? ☐ Yes ☒ No Alien Number: \_\_\_\_\_  
 Resident of Georgia? ☒ Yes ☐ No Years 13 County Fulton  
 Home Address: [REDACTED]  
Atlanta, Georgia 30328  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Telephone Number: Home: ( [REDACTED] ) [REDACTED] Business: (    ) \_\_\_\_\_  
 Email Address: [REDACTED]  
 Hours said Licensee will actively be on the premise: Friday through Sunday, noon to 6 pm  
 List duties of Licensee: managing store employees; hiring and firing; training; inventory; security  
plans; alcohol storage and inventory

3. Full Name of Spouse, Including Maiden Name: Hrishikesh Yadav  
 Date of Birth and Place of Birth: [REDACTED]  
 Hours Spouse on Premises: Zero

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

| COMPANY            | ADDRESS (CITY & STATE) | POSITION | DATES                 |
|--------------------|------------------------|----------|-----------------------|
| Eightfold AI, Inc. | Santa Clara, CA        |          | July 2023 to present  |
| Microsoft, Inc.    | Santa Clara, CA        |          | July 2012 to may 2023 |
|                    |                        |          |                       |
|                    |                        |          |                       |

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

| PERSON CHARGED | DATE | OFFENSE | LOCATION | DISPOSITION |
|----------------|------|---------|----------|-------------|
|                |      |         |          |             |
| N/A            |      |         |          |             |
|                |      |         |          |             |

# CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

7. Does Licensee or any member of the Partnership, Corporation or Stockholder currently hold an Alcohol license in the state of Georgia (including a work/server/pour permit)? ☐ Yes ☒ No
8. Has Licensee or any member of the Partnership or Corporation or Stockholder ever applied for an Alcoholic Beverage license (or work/server/pour permit) and been denied, suspended, or revoked? ☒ No ☐ Yes  
If yes check which type ☐ denied ☐ suspended ☐ revoked

If yes, please check appropriate status above and explain N/A

9. Full Name of Manager: Aakanksha Patangay
- Social Security Number of Manager: [REDACTED]
- Date of Birth and Place of Birth: [REDACTED]
- Home Address: [REDACTED] Atlanta, Georgia 30328
- Telephone Number: Home: [REDACTED] Business: ( )
- E-mail Address: [REDACTED]

10. Hours said manager will be on the premise: Friday through Sunday, noon to 6 pm
11. What is the manager's business experience? see #12
12. Has the manager worked in this or a similar capacity? ☒ Yes ☐ No
- If yes, explain: She has been training at another store with an experienced operator; she has been trained ordering product and vendor relations; determining fuel prices and merchandise pricing; budgeting; managing payroll and employees; day to day operations and banking.

## FINANCIAL BACKGROUND INFORMATION

13. Applicant's full name (Company/Corporation) 3805 Flatshoals Road, LLC
- If a Corporation, Date of Incorporation: 6/22/23 Taxpayer Id# 93-2121549

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

| NAME                | ADDRESS                              | DOB        | SSN        | POSITION | % INTEREST |
|---------------------|--------------------------------------|------------|------------|----------|------------|
| Aankanksha Patangay | [REDACTED]<br>Atlanta, Georgia 30328 | [REDACTED] | [REDACTED] | owner    | 100%       |
|                     |                                      |            |            |          |            |
|                     |                                      |            |            |          |            |

If operating as a partnership, submit a copy of all partnership agreements. If corporation, attach a copy of all Articles of Incorporation, By-laws, and amendments thereto.



# CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

| NAME | AMOUNT INVESTED | SOURCE OF FUNDS | DATES |
|------|-----------------|-----------------|-------|
|      |                 |                 |       |
|      |                 |                 |       |
|      |                 |                 |       |
|      |                 |                 |       |
|      |                 |                 |       |

16. Bank accounts and assets in the name of licensee/agent and/or maintained by the licensee/agent, whether individual, partnership or corporation.

| TYPE     | BANK            | CITY & STATE   | LAST 6 OF ACCOUNT# | AMOUNT |
|----------|-----------------|----------------|--------------------|--------|
| Checking | Bank of America | Wilmington, DE | 515271             |        |
|          |                 |                |                    |        |
|          |                 |                |                    |        |

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

| NAME | ADDRESS | AMOUNT/ITEM | DATE |
|------|---------|-------------|------|
| N/A  |         |             |      |
|      |         |             |      |
|      |         |             |      |

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

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

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

20. List all assets which will be used or converted for use as an investment in the business and/or all sources of funding used to capitalize and/or operate the Business. None

# CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

## LICENSED PREMISES

21. Do you own the property where the business is located? ☐ Yes ☒ No

If yes:

Date of Purchase: N/A Purchase Price: N/A

Name of Seller: N/A

22. If property is rented/leased provide owner's name and address:

Dilshad Properties, LLC, 2754 N. Decatur Road, Decatur, Georgia 30033

Amount of rent/lease:

Monthly \$52,000 Annually \$624,000 Other (specify) N/A

*(Submit copy of signed lease agreement, deed, sublease, etc.)*

23. Has a license at this location ever been denied, suspended, or revoked? ☒ No ☐ Yes

☐ denied, ☐ suspended or ☐ revoked

If yes, check the appropriate status above and explain: N/A

24. Is business located in a hotel or motel? ☐ Yes ☒ No

If yes, name of Hotel or Motel N/A

25. If the business is to be operated as a department inside of premises where another business is operating, give details of the existing business. N/A

26. What will be your business/operating hours? 24/7

27. Where will your trash receptacle be located? on the side of the property in an enclosure

28. What arrangements have you made for trash removal? contract with trash company

29. How often will you clean your property? daily

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

31. What is your plan for unlawful conduct on the premises? all 911 when necessary; have signs posted "No Loitering"

32. What is your plan for fire prevention on the premises? Fire extinguishers inside and at pumps  
Keep property clean and free of debris that can cause fires

33. What type of security do you plan to have? Glass around cashier's area; cameras inside and outside

## CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

If **yes**, what type of training and how do you plan to prevent the selling to underage consumers of alcohol and tobacco products on your premises? online and in-house training; cash register requires date of birth to be entered; checking ID for everyone who purchases alcohol and tobacco products.

35. What type of buffering do you have, or will you provide to alleviate the effects of noise, lighting, odors, traffic, or other nuisances on surrounding properties?

This is an established location so all issues with lighting, noise, odors and traffic have been well established; it is a commercial location;

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

No one will be allowed to setup vending on the property; if attempted, manager will address and then call 911.

37. Describe the traffic and pedestrian ingress and egress to/from the property and to/from any existing or proposed structure on the property. one entrance from Feldwood Road and one entrance on Flat Shoals Road for traffic to enter and exit

Pedestrians have sidewalks all around the property, and one front entrance with double doors.

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

If you are applying for a retail package liquor license, please complete questions 45-47.

If not, write N/A and please skip ahead to question 48.

38. Do you propose to operate this store solely as a package liquor store? ☐ Yes ☒ No

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

| NAME | NAME & LOCATION OF BUSINESS | POSITION | % INTEREST |
|------|-----------------------------|----------|------------|
|      |                             |          |            |
|      |                             |          |            |
|      |                             |          |            |
|      |                             |          |            |

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

☐ Yes ☒ No

If yes, give details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

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

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

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

| LOCATION | LEASE/RENTAL<br>AGREEMENT INFORMATION | AMOUNT OF RENT | LESSOR |
|----------|---------------------------------------|----------------|--------|
| N/A      |                                       |                |        |
|          |                                       |                |        |
|          |                                       |                |        |
|          |                                       |                |        |

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

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

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

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

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

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





### APPLICANT PRIVACY RIGHTS

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

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

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

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

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

Print Name: Aakanksha Patangay

Date: 10/18/2023

Signature: 





### PRIVACY ACT STATEMENT

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

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

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

Print Name: Aakanksha Patangay

Date: 10/18/2023

Signature: Akanksha

**TITLE 28 CFR 16.30 THROUGH 16.34**

**§ 16.30 Purpose and Scope**

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

Initial: AE

**§ 16.31 — Definition of identification record**

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

Initial: AE

**§ 16.32 — Procedure to obtain an identification record**

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

Initial: AE

**§ 16.33 — Fee for production of identification record**

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

Initial: AE

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

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

Initial: AE



# CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



## CERTIFICATION

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

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

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

I understand that I am required to pay alcohol excise taxes in accordance with City of South Fulton Ordinance, Title 16 Alcoholic Beverages, and failure to pay excises taxes imposed by this ordinance will be grounds for suspension or revocation of my alcohol license. ☐ Yes ☐ No **N/A** This is retail package beer and wine; no excise tax required.

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

Aakanksha

10/18/2023

SIGNATURE OF APPLICANT

DATE

Aakanksha Patangay

PRINTED NAME OF APPLICANT

~For Notary~

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

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 18<sup>th</sup> DAY OF OCT 20 23

Imran Ahmed

NOTARY PUBLIC SIGNATURE

Imran Ahmed

NOTARY PUBLIC PRINTED NAME



Date Revised: 01/03/2022



**Criminal History Record Information Consent/Inquiry Form**  
**ALCOHOL LICENSE**



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

|                                        |                                                  |                  |                   |
|----------------------------------------|--------------------------------------------------|------------------|-------------------|
| Full Name (print)                      | Aakanksha Patangay                               |                  |                   |
| Any other name used (i.e. maiden name) |                                                  | Place of Birth   |                   |
| Home Address                           | [REDACTED] Atlanta, Georgia 30328                |                  |                   |
| Name of Business                       | 3805 Flatshoals Road, LLC                        |                  |                   |
| Address of Business                    | 3805 Flat Shoals Road, Union City, Georgia 30291 |                  |                   |
| Gender                                 | [REDACTED]                                       | [REDACTED]       | Social [REDACTED] |
| Race                                   | [REDACTED]                                       | Hair Color Black | Eye Color Brown   |

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

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

Signature Aakanksha Patangay

Date

Date of Inquiry: \_\_\_\_\_ Time of Inquiry: \_\_\_\_\_

Operator's Initials: TTZ

Purpose Code Used: (check all that apply)

|                                     |                                                                     |
|-------------------------------------|---------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | E- Employment                                                       |
| <input type="checkbox"/>            | J- Civilian Criminal Justice Employment (State & Ill Info Received) |
| <input type="checkbox"/>            | W- Working with Children                                            |
| <input type="checkbox"/>            | Z- Sworn Criminal Justice Employment (State & Ill Info Received)    |

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

|                          |                                                        |
|--------------------------|--------------------------------------------------------|
| <input type="checkbox"/> | No Criminal Record Available                           |
| <input type="checkbox"/> | Criminal Record (Attached/Released)                    |
| <input type="checkbox"/> | No NCIC/GCIC Warrant                                   |
| <input type="checkbox"/> | Possible NCIC/GCIC Warrant (List Wanting Agency Below) |

Wanting Agency Name: \_\_\_\_\_

Wanting Agency Telephone Number: \_\_\_\_\_

Print Agency Designee Name and Title

Date

Agency Designee Signature





South Fulton Police Department  
License & Permit Unit  
5539 Old National Highway  
College Park, GA 30349



**FINANCIAL AFFIDAVIT**  
(Please type or print)

This form must be completed by individuals with ownership and/or investment interest in the business, whether direct or indirect. This form may be required of others at the discretion of the Police Department as provided under COSF Title 16. EACH QUESTION MUST BE FULLY ANSWERED. If additional space is required, attach an additional sheet of paper.

|   |                                                                                                                                                                              |                            |                                        |                                          |                          |                          |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------|------------------------------------------|--------------------------|--------------------------|
| 1 | LAST NAME<br><b>Patangay</b>                                                                                                                                                 | FIRST<br><b>Aakanksha</b>  | MI<br><b>[REDACTED]</b>                | SOCIAL SECURITY NO.<br><b>[REDACTED]</b> |                          |                          |
| 2 | HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box)<br><b>[REDACTED]</b>                                                                               |                            |                                        |                                          |                          |                          |
|   | CITY<br><b>Atlanta, Georgia</b>                                                                                                                                              | STATE<br><b>[REDACTED]</b> | ZIP + 4<br><b>30328</b>                | DAY CONTACT NUMBER<br><b>[REDACTED]</b>  |                          |                          |
| 3 | LEGAL BUSINESS NAME<br><b>3805 Flatshoals Road, LLC</b>                                                                                                                      |                            | TRADE / DBA NAME<br><b>Circle K</b>    |                                          |                          |                          |
|   | TOTAL AMOUNT OF MONEY YOU HAVE INVESTED<br><b>[REDACTED]</b>                                                                                                                 |                            | % OF OWNERSHIP INTEREST<br><b>100%</b> |                                          |                          |                          |
| 4 | <b>FINANCIAL INVESTMENT</b><br>(You <u>may</u> be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.) |                            |                                        |                                          |                          |                          |
|   | TYPE                                                                                                                                                                         |                            | SOURCE(S)                              | AMOUNT                                   | DOCUMENTATION            |                          |
|   | LOAN                                                                                                                                                                         | PERSONAL                   |                                        |                                          | YES                      | NO                       |
|   | <input type="checkbox"/>                                                                                                                                                     | <input type="checkbox"/>   | <b>[REDACTED]</b>                      | <b>[REDACTED]</b>                        | <input type="checkbox"/> | <input type="checkbox"/> |
|   | <input type="checkbox"/>                                                                                                                                                     | <input type="checkbox"/>   |                                        |                                          | <input type="checkbox"/> | <input type="checkbox"/> |
|   | <input type="checkbox"/>                                                                                                                                                     | <input type="checkbox"/>   |                                        |                                          | <input type="checkbox"/> | <input type="checkbox"/> |
|   | <input type="checkbox"/>                                                                                                                                                     | <input type="checkbox"/>   |                                        |                                          | <input type="checkbox"/> | <input type="checkbox"/> |
|   | <input type="checkbox"/>                                                                                                                                                     | <input type="checkbox"/>   |                                        |                                          | <input type="checkbox"/> | <input type="checkbox"/> |
|   | <input type="checkbox"/>                                                                                                                                                     | <input type="checkbox"/>   |                                        |                                          | <input type="checkbox"/> | <input type="checkbox"/> |

**SIGNATURE SECTION**

BEFORE SIGNING THIS STATEMENT, CHECK ALL ANSWERS AND EXPLANATIONS TO SEE THAT YOU HAVE ANSWERED ALL QUESTIONS FULLY, COMPLETELY AND CORRECTLY. THIS STATEMENT IS TO BE EXECUTED UNDER OATH AND SUBJECT TO THE PENALTIES OF FALSE SWEARING, AND IT INCLUDES ALL ATTACHED SHEETS HERewith. STAMPED SIGNATURE IS NOT ACCEPTABLE.

I, **Aakanksha Patangay** DO SOLEMNLY SWEAR, SUBJECT TO THE

PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

*Aakanksha Patangay*

Signature

I HEREBY CERTIFY THAT **Aakanksha Patangay** SIGNED HIS/HER NAME TO THE FORGOING AFFIDAVIT AFTER STATING TO ME UNDER OATH ADMINISTERED BY ME, THAT ALL STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS **18<sup>th</sup>** DAY OF

**OCT**, **2023**

*[Signature]*  
NOTARY PUBLIC

AFFIX SEAL



**City of South Fulton**  
5440 Fulton Industrial Blvd SW  
  
Atlanta, GA 30336  
  
(470)809-7700

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

3805 Flatshoals Road, LLC  
3805 Flat Shoals Road  
Union City, GA 30291

INVOICE #

24000698

CUSTOMER ID: [REDACTED] PIN: [REDACTED]  
INVOICE DATE: 11/16/23  
DUE DATE:

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

| QUANTITY/UNIT | SERVICE ID | DESCRIPTION                                  | UNIT PRICE                          | AMOUNT      |
|---------------|------------|----------------------------------------------|-------------------------------------|-------------|
|               |            | New License                                  |                                     |             |
| 1.0000/1      | ABLAPPL    | Alcohol Lic - Application fee<br>New License | 300.000000                          | 300.00      |
| 1.0000/1      | ABLFIREI   | Alcohol Fire Inspection Fee<br>New License   | 75.000000                           | 75.00       |
| 1.0000/1      | ABLADV     | Alcohol Lic Advertising Fee<br>New License   | 505.000000                          | 505.00      |
| 1.0000/1      | POLICEAB   | Police Alch Background Check<br>New License  | 55.000000                           | 55.00       |
| 1.0000/1      | ABLSTRBR   | Alcohol Lic Store -Beer<br>New License       | 2,500.000000                        | 2,500.00    |
| 1.0000/1      | ABLSTRWN   | Alcohol Lic Store Wine<br>New License        | 2,500.000000                        | 2,500.00    |
|               |            |                                              | TOTAL DUE:                          | \$ 5,935.00 |
|               |            |                                              |                                     |             |
|               |            |                                              | Prn Payment: 11/30/23 CR 3863059864 | -5,935.00   |
|               |            |                                              | BALANCE:                            | \$ 0.00     |

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

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

3805 Flatshoals Road, LLC  
3805 Flat Shoals Road  
Union City, GA 30291

INVOICE #: 24000698  
DESCRIPTION: New License  
CUSTOMER ID: [REDACTED] PIN: [REDACTED]  
DUE DATE:  
TOTAL DUE: \$ 0.00





**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA**  
2211 United States Courthouse  
75 Ted Turner Drive, SW  
Atlanta, GA 30303

Kevin P. Weimer  
Clerk of Court

404-215-1600

**Name: AAKANKSHA PATANGAY**

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

In testimony whereof, I have hereunto set my hand and have affixed the seal of said Court, at Atlanta, Georgia, this 25th day of August, 2023.

KEVIN P. WEIMER  
DISTRICT COURT EXECUTIVE  
CLERK OF COURT

By:

Deputy Clerk

# STATE OF GEORGIA

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

## CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**3805 Flatshoals Road, LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **06/22/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **06/26/2023**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State



## ARTICLES OF ORGANIZATION

\*Electronically Filed\*  
Secretary of State  
Filing Date: 6/22/2023 5:17:30 PM

### BUSINESS INFORMATION

**CONTROL NUMBER** 23137225  
**BUSINESS NAME** 3805 Flatshoals Road, LLC  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 06/22/2023

### PRINCIPAL OFFICE ADDRESS

**ADDRESS** 3805 Flat Shoals Road, Union City, GA, 30291, USA

### REGISTERED AGENT

| NAME               | ADDRESS                                           | COUNTY |
|--------------------|---------------------------------------------------|--------|
| Aakanksha Patangay | 3805 Flat Shoals Road, Union City, GA, 30291, USA | Fulton |

### ORGANIZER(S)

| NAME               | TITLE     | ADDRESS                                           |
|--------------------|-----------|---------------------------------------------------|
| Aakanksha Patangay | ORGANIZER | 3805 Flat Shoals Road, Union City, GA, 30291, USA |

### OPTIONAL PROVISIONS

N/A

### AUTHORIZER INFORMATION

**AUTHORIZER SIGNATURE** Aakanksha Patangay  
**AUTHORIZER TITLE** Organizer

**Training Institute for  
Responsible Vendors, Inc.  
certifies that  
Aakanksha Patangay  
has successfully completed the course of  
**Responsible Alcohol Sales and Service.****

In witness thereof this 20th day of November, 2023.

(Expires 11/19/2025)

#2023-8475-002





| Report #   | Call Time           | Nature                 | Location            | Prime Unit | Disp. | Close Time          |
|------------|---------------------|------------------------|---------------------|------------|-------|---------------------|
|            | 10/13/2023 15:01:06 |                        | 3805 FLAT SHOALS RD |            | ACC   | 10/13/2023 15:02:36 |
|            | 10/13/2023 22:38:33 | 29 FIGHT OR DOMESTIC   | 3805 FLAT SHOALS RD | SF219      | 3     | 10/13/2023 22:58:30 |
|            | 10/13/2023 23:02:27 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF219      | 3     | 10/13/2023 23:02:30 |
|            | 10/15/2023 01:12:12 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF215      | 3     | 10/15/2023 01:33:25 |
|            | 10/17/2023 22:34:23 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF219      | 3     | 10/17/2023 23:09:09 |
|            | 10/19/2023 01:46:18 | 54 SUSPICIOUS          | 3805 FLAT SHOALS RD | SF215      | 16    | 10/19/2023 02:06:06 |
|            | 10/19/2023 02:51:36 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF200      | 3     | 10/19/2023 03:03:05 |
|            | 10/21/2023 13:10:40 | 1 ABANDONED            | 3805 FLAT SHOALS RD |            | CLAW  | 10/21/2023 13:15:42 |
|            | 10/23/2023 10:07:30 | 29 FIGHT OR DOMESTIC   | 3805 FLAT SHOALS RD | CE89       | 3     | 10/23/2023 10:26:22 |
|            | 10/23/2023 20:18:17 | 29 FIGHT OR DOMESTIC   | 3805 FLAT SHOALS RD | SF201      | 3     | 10/23/2023 20:39:42 |
|            | 10/23/2023 20:40:08 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF215      | 3     | 10/23/2023 20:49:20 |
| 2023016176 | 10/24/2023 22:55:29 | 45 INVESTIGATE         | 3805 FLAT SHOALS RD | SF215      | CASE  | 10/25/2023 00:48:39 |
|            | 10/25/2023 03:23:41 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF211      | 3     | 10/25/2023 04:05:46 |
| 2023002323 | 10/25/2023 10:26:30 | 54 SUSPICIOUS          | 3805 FLAT SHOALS RD | 2442       | CASE  | 10/25/2023 12:07:25 |
|            | 10/25/2023 10:27:59 | 54 SUSPICIOUS          | 3805 FLAT SHOALS RD | SP5        | 8     | 10/25/2023 10:53:04 |
|            | 10/25/2023 23:58:02 | 29 FIGHT OR DOMESTIC   | 3805 FLAT SHOALS RD | SF216      | 3     | 10/26/2023 00:41:22 |
|            | 10/27/2023 22:40:58 |                        | 3805 FLAT SHOALS RD |            | DUP   | 10/27/2023 22:41:28 |
|            | 10/27/2023 22:42:35 | 23 DISORDERLY          | 3805 FLAT SHOALS RD | SF221      | 3     | 10/27/2023 23:54:18 |
|            | 10/27/2023 23:04:21 | 23 DISORDERLY          | 3805 FLAT SHOALS RD | 1237       | 3     | 10/27/2023 23:33:38 |
|            | 10/28/2023 17:11:47 | 43 INVESTIGATE HIT AND | 3805 FLAT SHOALS RD |            | ADV   | 10/28/2023 17:20:29 |
|            | 10/31/2023 00:21:18 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF219      | 3     | 10/31/2023 00:32:56 |
|            | 11/01/2023 11:00:45 | 29 FIGHT OR DOMESTIC   | 3805 FLAT SHOALS RD | SF119      | 3     | 11/01/2023 11:19:54 |
|            | 11/01/2023 22:57:05 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF215      | 3     | 11/01/2023 23:14:55 |
| 2023016717 | 11/02/2023 20:53:14 | 41 AUTOMOBILE          | 3805 FLAT SHOALS RD | SF211      | CASE  | 11/02/2023 21:47:21 |
|            | 11/02/2023 20:58:13 | 41 AUTOMOBILE          | 3805 FLAT SHOALS RD | UC203      | 9AA   | 11/02/2023 21:36:06 |
|            | 11/03/2023 01:35:43 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF215      | 3     | 11/03/2023 01:52:21 |
| 2023018270 | 11/05/2023 18:26:11 | 33S STRUCTURE FIRE     | 3805 FLAT SHOALS RD | BAT1       | 13    | 11/05/2023 21:04:58 |
|            | 11/05/2023 18:27:03 | 33S STRUCTURE FIRE     | 3805 FLAT SHOALS RD | SF163      | 9AA   | 11/05/2023 19:14:40 |
| 2023023045 | 11/05/2023 18:27:03 | 33S STRUCTURE FIRE     | 3805 FLAT SHOALS RD | 7814       | 16    | 11/05/2023 19:05:13 |
| 202306975  | 11/05/2023 18:27:48 | 33S STRUCTURE FIRE     | 3805 FLAT SHOALS RD | TK42       | 13    | 11/05/2023 18:51:03 |
|            | 11/07/2023 01:45:25 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF211      | 3     | 11/07/2023 01:56:03 |
|            | 11/07/2023 19:57:38 |                        | 3805 FLAT SHOALS RD |            | ADV   | 11/07/2023 19:59:00 |



| Report # | Call Time           | Nature               | Location            | Prime Unit | Disp. | Close Time          |
|----------|---------------------|----------------------|---------------------|------------|-------|---------------------|
|          | 11/07/2023 20:20:00 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF211      | 3     | 11/07/2023 20:24:45 |
|          | 11/08/2023 06:25:24 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF215      | 3     | 11/08/2023 06:38:33 |
|          | 11/12/2023 20:35:39 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF215      | 3     | 11/12/2023 20:52:10 |
|          | 11/15/2023 05:24:44 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF211      | 3     | 11/15/2023 05:45:31 |
|          | 11/15/2023 08:02:04 | 29 FIGHT OR DOMESTIC | 3805 FLAT SHOALS RD | SF119      | 3     | 11/15/2023 08:22:16 |
|          | 11/16/2023 01:31:40 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF215      | 3     | 11/16/2023 01:42:22 |
|          | 11/17/2023 03:08:35 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF215      | 3     | 11/17/2023 03:53:46 |
|          | 11/18/2023 18:04:24 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF119      | 3     | 11/18/2023 18:14:10 |
|          | 11/21/2023 00:06:41 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF215      | 3     | 11/21/2023 00:17:28 |
|          | 11/21/2023 04:40:18 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF215      | 3     | 11/21/2023 04:45:54 |
|          | 11/21/2023 16:47:24 |                      | 3805 FLAT SHOALS RD |            | DUP   | 11/21/2023 16:51:11 |
|          | 11/21/2023 21:05:54 | 29 FIGHT OR DOMESTIC | 3805 FLAT SHOALS RD | SF211      | 3     | 11/21/2023 21:22:55 |
|          | 11/21/2023 21:20:47 | 90 SPECIAL DETAIL    | 3805 FLAT SHOALS RD | SF211      | 3     | 11/21/2023 21:21:14 |
|          | 11/22/2023 12:43:34 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF114      | 3     | 11/22/2023 12:55:19 |
|          | 11/23/2023 17:23:05 | 29 FIGHT OR DOMESTIC | 3805 FLAT SHOALS RD | SF124      | 16    | 11/23/2023 17:39:40 |
|          | 11/24/2023 20:41:57 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF215      | 3     | 11/24/2023 20:53:27 |
|          | 11/25/2023 15:35:06 | 41 AUTOMOBILE        | 3805 FLAT SHOALS RD | UC104      | 16    | 11/25/2023 16:10:04 |
|          | 11/25/2023 15:44:55 | 41 AUTOMOBILE        | 3805 FLAT SHOALS RD | SF119      | CASE  | 11/25/2023 16:57:52 |
|          | 11/25/2023 21:42:02 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF215      | 3     | 11/25/2023 21:48:59 |
|          | 11/26/2023 06:11:02 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | UC107      | 3     | 11/26/2023 06:13:30 |
|          | 11/26/2023 18:55:54 | 29 FIGHT OR DOMESTIC | 3805 FLAT SHOALS RD | SF221      | 3     | 11/26/2023 19:49:52 |
|          | 11/28/2023 14:51:55 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF119      | 3     | 11/28/2023 14:58:44 |
|          | 11/30/2023 00:46:41 | 39 INFORMATION FOR   | 3805 FLAT SHOALS RD | SF219      | CASE  | 11/30/2023 01:20:17 |
|          | 11/30/2023 01:20:27 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF219      | 3     | 11/30/2023 01:20:32 |
|          | 12/01/2023 01:50:20 | 2 ALARM (RECEIVED BY | 3805 FLAT SHOALS RD | SF215      | 3     | 12/01/2023 02:15:51 |
|          | 12/04/2023 15:30:58 | 41 AUTOMOBILE        | 3805 FLAT SHOALS RD | SF119      | CASE  | 12/04/2023 16:45:25 |
|          | 12/04/2023 15:54:49 | TRAFF29A             | 3805 FLAT SHOALS RD | 7824       | 38    | 12/04/2023 16:12:43 |
|          | 12/04/2023 15:54:54 | TRAFF29A             | 3805 FLAT SHOALS RD | E7         | 16    | 12/04/2023 15:59:37 |
|          | 12/05/2023 01:36:23 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF211      | 3     | 12/05/2023 01:45:55 |
|          | 12/06/2023 03:47:47 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF219      | 3     | 12/06/2023 03:49:39 |
|          | 12/06/2023 07:43:28 | 79 STEALING AUTO OR  | 3805 FLAT SHOALS RD | SF119      | CASE  | 12/06/2023 09:45:15 |
|          | 12/06/2023 09:45:26 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF119      | 3     | 12/06/2023 10:20:19 |



| Report #   | Call Time           | Nature                 | Location            | Prime Unit | Disp. | Close Time          |
|------------|---------------------|------------------------|---------------------|------------|-------|---------------------|
| 2023018425 | 12/06/2023 14:09:13 | 43 INVESTIGATE HIT AND | 3805 FLAT SHOALS RD | SF119      | CASE  | 12/06/2023 15:05:08 |
|            | 12/06/2023 21:29:50 | 29 FIGHT OR DOMESTIC   | 3805 FLAT SHOALS RD | SF221      | 3     | 12/06/2023 21:55:28 |
|            | 12/07/2023 08:16:44 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF113      | 3     | 12/07/2023 08:35:33 |
|            | 12/08/2023 10:53:43 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF102      | 3     | 12/08/2023 11:34:45 |
|            | 12/10/2023 01:17:36 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF211      | 3     | 12/10/2023 01:39:12 |
|            | 12/11/2023 02:59:10 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF211      | 3     | 12/11/2023 03:13:15 |
| 2023025791 | 12/11/2023 04:23:42 | BREAT6C                | 3805 FLAT SHOALS RD | 7825       | 83    | 12/11/2023 05:50:34 |
| 2023020395 | 12/11/2023 04:24:48 | MEDICAL CALL / PROQA   | 3805 FLAT SHOALS RD | E7         | 13    | 12/11/2023 04:36:10 |
|            | 12/11/2023 09:20:56 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF119      | 3     | 12/11/2023 09:26:40 |
|            | 12/11/2023 19:29:14 | 29 FIGHT OR DOMESTIC   | 3805 FLAT SHOALS RD | SF216      | 3     | 12/11/2023 19:51:14 |
|            | 12/12/2023 13:19:18 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF113      | 3     | 12/12/2023 13:47:16 |
|            | 12/12/2023 21:45:31 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF211      | 3     | 12/12/2023 22:02:54 |
|            | 12/14/2023 00:29:44 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF94       | 3     | 12/14/2023 00:29:48 |
|            | 12/14/2023 01:45:06 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF211      | 3     | 12/14/2023 02:16:59 |
|            | 12/14/2023 18:00:55 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF7        | 3     | 12/14/2023 18:49:18 |
|            | 12/15/2023 01:19:55 | 1 ABANDONED            | 3805 FLAT SHOALS RD | SF94       | 3     | 12/15/2023 01:43:22 |
|            | 12/16/2023 15:45:53 | 29 FIGHT OR DOMESTIC   | 3805 FLAT SHOALS RD | SF113      | 3     | 12/16/2023 16:42:36 |
|            | 12/18/2023 01:55:08 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF216      | 3     | 12/18/2023 02:01:58 |
|            | 12/22/2023 03:36:48 | 90 SPECIAL DETAIL      | 3805 FLAT SHOALS RD | SF203      | 3     | 12/22/2023 03:42:18 |
|            | 12/22/2023 14:30:01 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF7        | 3     | 12/22/2023 14:31:32 |
|            | 12/22/2023 15:40:43 | 39 INFORMATION FOR     | 3805 FLAT SHOALS RD | SF117      | 3     | 12/22/2023 18:07:41 |
|            | 12/23/2023 08:12:49 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF115      | 3     | 12/23/2023 08:38:23 |
|            | 12/23/2023 12:38:32 | 87 TRAFFIC STOP        | 3805 FLAT SHOALS RD | SF122      | 3     | 12/23/2023 12:46:01 |
|            | 12/23/2023 17:29:07 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF119      | 3     | 12/23/2023 17:35:20 |
|            | 12/24/2023 06:18:37 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF211      | 3     | 12/24/2023 06:33:18 |
|            | 12/25/2023 01:54:46 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF211      | 3     | 12/25/2023 01:58:24 |
|            | 12/25/2023 20:58:47 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF211      | 3     | 12/25/2023 21:03:25 |
|            | 12/26/2023 16:23:20 | 29 FIGHT OR DOMESTIC   | 3805 FLAT SHOALS RD | SF118      | 3     | 12/26/2023 17:00:53 |
| 2023027086 | 12/27/2023 10:19:25 | TRAUM30D               | 3805 FLAT SHOALS RD | 7812       | 38    | 12/27/2023 10:50:37 |
| 2023021413 | 12/27/2023 10:20:47 | MEDICAL CALL / PROQA   | 3805 FLAT SHOALS RD | E7         | 13    | 12/27/2023 10:28:11 |
|            | 12/27/2023 10:22:41 | TRAUM30D               | 3805 FLAT SHOALS RD |            | CLAW  | 12/27/2023 10:23:05 |
|            | 12/27/2023 15:06:41 | 90B BUSINESS CHECK     | 3805 FLAT SHOALS RD | SF101      | 3     | 12/27/2023 15:10:49 |



| Report # | Call Time           | Nature               | Location            | Prime Unit | Disp. | Close Time          |
|----------|---------------------|----------------------|---------------------|------------|-------|---------------------|
|          | 12/28/2023 03:56:06 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF219      | 3     | 12/28/2023 04:10:06 |
|          | 12/29/2023 00:35:14 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF202      | 3     | 12/29/2023 00:40:37 |
|          | 12/29/2023 15:50:17 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF118      | 3     | 12/29/2023 16:04:54 |
|          | 12/30/2023 16:30:05 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF115      | 3     | 12/30/2023 16:55:52 |
|          | 01/01/2024 02:30:09 | 29 FIGHT OR DOMESTIC | 3805 FLAT SHOALS RD | SF219      | 3     | 01/01/2024 03:02:14 |
|          | 01/01/2024 02:31:08 |                      | 3805 FLAT SHOALS RD |            | DUP   | 01/01/2024 02:31:38 |
|          | 01/01/2024 02:39:04 |                      | 3805 FLAT SHOALS RD |            | DUP   | 01/01/2024 02:39:24 |
|          | 01/01/2024 12:16:49 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF101      | 3     | 01/01/2024 12:28:12 |
|          | 01/01/2024 17:13:39 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF7        | 3     | 01/01/2024 17:42:59 |
|          | 01/01/2024 22:00:14 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF221      | 3     | 01/01/2024 22:18:33 |
|          | 01/03/2024 08:36:57 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF117      | 3     | 01/03/2024 08:50:42 |
|          | 01/04/2024 07:51:13 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF115      | 3     | 01/04/2024 08:04:49 |
|          | 01/06/2024 02:31:41 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF219      | 3     | 01/06/2024 02:43:04 |
|          | 01/06/2024 13:09:47 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF101      | 3     | 01/06/2024 13:45:29 |
|          | 01/06/2024 21:35:09 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF26       | 3     | 01/06/2024 22:02:51 |
|          | 01/07/2024 15:07:21 | 90B BUSINESS CHECK   | 3805 FLAT SHOALS RD | SF101      | 3     | 01/07/2024 15:33:15 |

Total Number of Events Listed: **2988**

Safety Plan for  
3805 Flatshoals Road, LLC dba Circle K  
3805 Flat Shoals Road  
Union City, Georgia 30291

November 1, 2023

1. Identification of days and hours of operation:

The store is open 24/7

2. Identification of any parking areas owned or controlled by the establishments:

The store has its own parking lot in front of the store. It is not shared.

3. Specific measures and procedures to address crowd management both inside and outside the premise:

This is a convenience store. There are no issues with crowd management, but surveillance cameras are inside and outside the store, so the manager can observe.

4. Means of controlling access to the premises and parking area:

Customers come in one entrance. All customers are welcome. The parking lot is monitored by cameras. Any vehicle left overnight is towed.

5. Security staffing. Do you use licensed security guards? No

6. Measures used to combat underage consumption of alcohol beverages: What do you/your employees do to ensure that individuals under the age of 21 are not allowed to purchase/consume alcoholic beverages at your establishment?

This is a convenience store. There is no consumption on the premises. Anyone purchasing alcohol or tobacco products is asked for identification. The cash register prompts for date of birth. Also have signs on register reminding to ID.

- a. Clearly state how you card customers. Do you have servers calculate the age by doing the math in their heads? OR
- b. Do you have a scanner where you scan the ID and it tells the employee the age of the customer? OR
- c. Do you enter the date of birth in a point of sale and it tells the employee the age of the customer?

Employees are trained to ask for ID. Also have scanner for ID. Cash register prompts for date of birth to be entered.



7. Measures used to distinguish between patrons who are over and under the age of 21, where applicable. Does our establishment allow individuals under the age of 21 to enter?

Yes. There is no age restriction.

a. Clearly indicate if you issue wrist bands/hand stamps or card customers every time they order a beverage. Is there another type of measure taken to prevent underage sales?

No. This is a convenience store. Beverages are not ordered; they are purchased at the cash register. If alcohol or tobacco is being purchased, the customer is asked to show their ID. The date of birth is entered into the register.

8. Do you have operable cameras? If so, how many inside the location? How many outside the location?

Yes. There are 24 inside cameras, and six outside cameras.

9. Discuss matters related to managing emergencies, such as fires, evacuation tactics, assignment of employee duties during emergencies, and coordination with public safety: In the event of an emergency, how is your staff trained to evacuate patrons? How does your establishment contact/work with police and EMS during an emergency?

We have a panic button. We have exit signs clearly lighted near the exits. We have emergency shut off valve for fuel pumps.



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Aakanksha Patangay  
November 1, 2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** The General Services Department requests approval to enter into an agreement with Lichty Commercial Construction, Inc. to provide standby general contracting services at City facilities.

**DATE:** March 26, 2024

**SUBJECT:** The General Services Department requests approval to enter into an agreement with Lichty Commercial Construction, Inc. to provide standby general contracting services at City facilities.

**REFERENCE:**

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**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** The General Services Department requests Council Approval to amend the TSPLOST II Road Resurfacing Project contract between the City of South Fulton and ER Snell Contractor, Inc. for \$2,500,000

**DATE:** March 26, 2024

**SUBJECT:** The General Services Department requests Council Approval to amend the TSPLOST II Road Resurfacing Project contract between the City of South Fulton and ER Snell Contractor, Inc. for \$2,500,000

**REFERENCE:**

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**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                                 | Type       | Upload Date |
|---------------------------------------------|------------|-------------|
| ERS Proposal - Wilkerson Mill Lot Paving    | Cover Memo | 3/22/2024   |
| ERS Proposal - Amphitheater Paving          | Cover Memo | 3/22/2024   |
| FIRST AMENDMENT TO CITY CONTRACT ITB #23-71 | Cover Memo | 3/22/2024   |



1785 Oak Road  
Snellville, GA 30078

PROPOSAL & CONTRACT

Date: 03/08/2024

Job: (29440) Wilkerson Mill Lot Paving  
Estimator: Hayden Madole

E.R. Snell Contractor, Inc., subject to the terms and conditions following and hereinafter stated, proposes to furnish all labor, material and equipment required for the performance of the following described work in connection with construction or improvements at the above stated project.

E.R. Snell Contractor, Inc.  
29440  
Hayden Madole

South Fulton - Wilkerson Mill Lot

03/08/2024 11:04

South Fulton - Wilkerson Mill Lot

| Code            | Desc                                             | Quan       | Units | Price    | Total               |
|-----------------|--------------------------------------------------|------------|-------|----------|---------------------|
| 10              | 2" TO 4" MILL EXISTING GRAVEL (STOCKPILE ONSITE) | 10,600.000 | SY    | \$4.40   | \$46,640.00         |
| 20              | PREP TO PAVE                                     | 10,600.000 | SY    | \$2.17   | \$23,002.00         |
| 30              | 2.5" 19MM BINDER                                 | 1,458.000  | TN    | \$123.30 | \$179,771.40        |
| 40              | 1.5" 9.5MM TYPE 1 INCLUDING TACK                 | 875.000    | TN    | \$135.55 | \$118,606.25        |
| JOB TOTAL >>>>> |                                                  |            |       |          | <b>\$368,019.65</b> |

Location:



Terms:

1. If this proposal is accepted within thirty (30) days from the above quote date, then all pricing shall remain valid through **December 20, 2024**. Any work remaining after that time shall be subject to change at the discretion of E.R. Snell Contractor, Inc.



2. If design grade provides less than 1% slope then ERS will not assume any liability for ponding and if the design profile grade slope is greater than 12%, ERS will not be responsible for slippage.
3. This proposal is based upon estimated quantities. Unless stated otherwise, the final contract amount shall be based on field measured quantities at the above unit prices.
4. Please see the following for our sequence of operations: 2" to 4" mill existing gravel parking lot, stockpile this amount of gravel on site (City of South Fulton to take ownership of this material), prepare the new gravel surface for paving, pave with 2.5" 19mm binder, apply tack coat, and then pave with 1.5" 9.5mm Type 1.
5. All Asphalt Mixes contain recycled asphalt product (RAP) and are priced per GDOT specifications.
6. **One** mobilization for the base crew is included. Additional mobilizations will be billed at **\$4,000.00** each.
7. **One** mobilization for the paving crew is included. Additional mobilizations will be billed at **\$6,000.00** each.
8. Mobilization prices indicated above are not to be considered as a credit if fewer mobilizations are used.
9. Acceptance of a subcontract is subject to credit approval, payment is expected within 30 days from receipt of invoice with no retainage withheld. Please be advised that interest will accrue @ a rate of 1.5% per month for any unpaid balance remaining after 30 days.
10. E.R. Snell Contractor, Inc. reserves the right to adjust unit prices if the total square yards are reduced by 10 percent or more.
11. If awarded a subcontract, this quotation shall be included as an exhibit to the subcontract agreement.
12. If bond is required on behalf of E.R. Snell Contractor, then add 1% to the overall bid amount.
13. Unless otherwise agreed upon in writing between you and E.R. Snell Contractor, Inc., prior to commencement of work, the invoices will be subject to the following:
  - a. Payment is due within thirty (30) days after invoice date (i.e., net 30). If any portion of this invoice is not paid by the due date, you will be assessed a late charge of 1.5% per month on the outstanding balance until the invoice is paid, and you will also be required to pay all costs of collection, including, but not limited to, court costs, actual reasonable attorney's fees, and collection agency fees.
14. The following items are specifically excluded:
 

|                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Permits or fees of any kind</li> <li>• Testing</li> <li>• Saw Cutting, demolition</li> <li>• Traffic Control</li> <li>• Permits or fees of any kind</li> </ul> | <ul style="list-style-type: none"> <li>• Subgrade stabilization utilizing stone or other means</li> <li>• Geotextile fabrics or geogrids</li> <li>• Pavement Markings, Signs (Permanent or Temporary)</li> <li>• Three Point Levels - Leveling</li> <li>• Utility locations or conflicts</li> </ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Prepared By Hayden Madole

Date 03/08/2024

Acceptance of Proposal

Date



1785 Oak Road  
Snellville, GA 30078

PROPOSAL & CONTRACT

Date: 03/08/2024

Job: (29439) Amphitheater Paving  
Estimator: Hayden Madole

E.R. Snell Contractor, Inc., subject to the terms and conditions following and hereinafter stated, proposes to furnish all labor, material and equipment required for the performance of the following described work in connection with construction or improvements at the above stated project.

E.R. Snell Contractor, Inc.  
29439  
Hayden Madole

South Fulton - Amphitheater Paving

03/08/2024 11:33

South Fulton - Amphitheater Paving

| Code            | Desc                                      | Quan       | Units | Price       | Total        |
|-----------------|-------------------------------------------|------------|-------|-------------|--------------|
| 10              | 2" MILL EXISTING LOTS (HAUL OFF MILLINGS) | 18,000.000 | SY    | \$4.91      | \$88,380.00  |
| 20              | 2" 9.5MM TOPPING INCLUDING TACK           | 1,980.000  | TN    | \$135.88    | \$269,042.40 |
| 30              | 4" 19MM PATCHING (IF REQUIRED)            | 800.000    | TN    | \$250.32    | \$200,256.00 |
| 40              | STRIPING EXISTING LOTS                    | 1.000      | LS    | \$10,000.00 | \$10,000.00  |
| JOB TOTAL >>>>> |                                           |            |       |             | \$567,678.40 |

Location:



Terms:

1. If this proposal is accepted within thirty (30) days from the above quote date, then all pricing shall remain valid through **December 20, 2024**. Any work remaining after that time shall be subject to change at the discretion of E.R. Snell Contractor, Inc.
2. If design grade provides less than 1% slope then ERS will not assume any liability for ponding and if the design profile grade slope is greater than 12%, ERS will not be responsible for slippage.
3. This proposal is based upon estimated quantities. Unless stated otherwise, the final contract amount shall be based on field measured quantities at the above unit prices.
4. The areas within the red boundaries are the paving limits.
5. The 4" 19mm Patching item is priced as an as required item. We have assumed that approximately 20% of these limits may need to be patched.
6. Following the patching, we have priced milling the existing lot 2" and paving back with 2" 9.5mm Type 1. We will re-stripe the parking lot afterwards.
7. All Asphalt Mixes contain recycled asphalt product (RAP) and are priced per GDOT specifications.
8. **One** mobilization for the paving crew is included. Additional mobilizations will be billed at **\$6,000.00** each.
9. Mobilization prices indicated above are not to be considered as a credit if fewer mobilizations are used.
10. Acceptance of a subcontract is subject to credit approval, payment is expected within 30 days from receipt of invoice with no retainage withheld. Please be advised that interest will accrue @ a rate of 1.5% per month for any unpaid balance remaining after 30 days.
11. E.R. Snell Contractor, Inc. reserves the right to adjust unit prices if the total square yards are reduced by 10 percent or more.
12. If awarded a subcontract, this quotation shall be included as an exhibit to the subcontract agreement.
13. If bond is required on behalf of E.R. Snell Contractor, then add 1% to the overall bid amount.
14. Unless otherwise agreed upon in writing between you and E.R. Snell Contractor, Inc., prior to commencement of work, the invoices will be subject to the following:
  - a. Payment is due within thirty (30) days after invoice date (i.e., net 30). If any portion of this invoice is not paid by the due date, you will be assessed a late charge of 1.5% per month on the outstanding balance until the invoice is paid, and you will also be required to pay all costs of collection, including, but not limited to, court costs, actual reasonable attorney's fees, and collection agency fees.
15. The following items are specifically excluded:
  - Permits or fees of any kind
  - Testing
  - Saw Cutting, demolition
  - Traffic Control
  - Permits or fees of any kind
  - Subgrade stabilization utilizing stone or other means
  - Geotextile fabrics or geogrids
  - Signs (Permanent or Temporary)
  - Three Point Levels - Leveling
  - Utility locations or conflicts

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Prepared By Hayden Madole

Date 03/08/2024

Acceptance of Proposal

Date

## FIRST AMENDMENT TO CITY CONTRACT ITB #23-71

THIS FIRST AMENDMENT TO CITY CONTRACT ITB #23-71 (this “Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **City of South Fulton, Georgia**, a political and legal subdivision of the State of Georgia (hereinafter referred to as the “City”), and **E.R. Snell Contractor, Inc.**, a Georgia corporation with a principal office address of 1785 Oak Road, Snellville, Georgia 30078 (hereinafter referred to as “Contractor”).

### RECITALS:

WHEREAS, the City and Contractor previously entered into that certain City Contract ITB #23-71 on November 2, 2023, concerning the TSPLOST II Road Resurfacing Project (the “Contract”); and

WHEREAS, the City and Contractor wish to amend the Contract as particularly set forth in this Amendment.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and Contractor, the City and Contractor, each intending to be legally bound, hereby agree as follows:

1. **Modifications to Contract.**

a. Attachment A (Scope of Services) of the Contract is hereby amended by adding the “Wilkerson Mill Lot Paving” and “Amphitheater Paving” projects, as further described in **Exhibit A** of this Amendment, which is attached hereto and incorporated herein, to said Scope of Services.

b. Attachment B (Bid Cost Form) of the Contract is hereby amended by adding thereto the unit prices specifically applicable to the Wilkerson Mill Lot and Amphitheater Paving projects as set forth in **Exhibit A** of this Amendment.

2. **Capitalized Terms.** Capitalized terms used herein and not otherwise defined shall have those meanings ascribed to such terms in the Contract.

3. **Terms of this Amendment Prevail.** In the event of any inconsistency or conflict between the terms and provisions of this Amendment and the terms and provisions of the Contract, the terms and provisions of this Amendment shall be controlling and shall supersede and prevail over any inconsistent or conflicting terms or provisions of the Contract. Notwithstanding the foregoing, the City shall not be bound by any terms and conditions included in the Contractor’s Proposals attached as Exhibit A of this Amendment or any other Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained in the Contract.

4. **Miscellaneous.** The Contract and this Amendment constitute the entire agreement of the parties hereto with respect to the matters contained therein and herein, and all other prior and contemporaneous agreements regarding said subject matter are merged into the Contract, as



modified by this Amendment. This Amendment may be executed in multiple counterparts, all of which shall be deemed to be one and the same agreement and each of which shall be considered an original document.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on the date written above.

**CITY OF SOUTH FULTON, GEORGIA**

By: \_\_\_\_\_  
khalid kamau, Mayor

ATTEST:

\_\_\_\_\_  
Corey Adams, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Vincent D. Hyman, City Attorney

**E.R. SNELL CONTRACTOR, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_ (Corporate Seal)  
Corporate Secretary

## **EXHIBIT “A”**

See attached Proposals from E.R. Snell Contractors, Inc. dated March 8, 2024.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** The General Services Department requests approval to enter into an agreement with Siemens Industry to provide and install EV charging stations at select facilities throughout the City.

**DATE:** March 26, 2024

**SUBJECT:** The General Services Department requests approval to enter into an agreement with Siemens Industry to provide and install EV charging stations at select facilities throughout the City.

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                                 | Type       | Upload Date |
|---------------------------------------------|------------|-------------|
| Siemens_SWAC South Fulton03182024           | Cover Memo | 3/22/2024   |
| Siemens_South Fulton Admin Building03182024 | Cover Memo | 3/22/2024   |

**PROPOSAL**

SWAC South Fulton

SOURCEWELL CONTRACT: #042221-SIE

**PREPARED BY**

Siemens Industry, Inc. ("Siemens")

CITY OF SOUTH FULTON ID: 177950

**PREPARED FOR**

CITY OF SOUTH FULTON

**DELIVERED ON**

March 18, 2024

EMOBILITY

# Transforming the Everyday





Contact Information

|             |                |
|-------------|----------------|
| Proposal #: | 8691370        |
| Date:       | March 18, 2024 |

|                  |                                        |
|------------------|----------------------------------------|
| Sales Executive: | Omar Raslan                            |
| Branch Address:  | 1745 Corporate Dr. Norcross, Ga. 30093 |
| Telephone:       |                                        |
| Email Address:   | omar.raslan@siemens.com                |

|                                |                                            |
|--------------------------------|--------------------------------------------|
| Customer Contact:              |                                            |
| Customer:                      | CITY OF SOUTH FULTON                       |
| Address:                       | 4715 Frederick Dr. South Fulton, Ga. 30336 |
|                                |                                            |
|                                |                                            |
| Services shall be provided at: | 915 New Hope Rd SW, Atlanta, GA 30331      |
|                                |                                            |

## Scope of Work

### Siemens Responsibilities

1. Order management and procurement of the following equipment.
  - (2) – VERSIPACK48BAC PACKAGES
    - (4) – 48A BUY AMERICAN CELLULAR COMMERCIAL CHARGERS
    - 1 YEAR OF CELL SERVICE FOR NETWORK SHARING
    - 1 YEAR OF CLOUD SERVICES FOR TWO DEVICES
    - (2) – DUAL SIDE-BY-SIDE 95" INTERGRATE POSTS WITH CABLE RETRACTION SYSTEM
2. Equipment required to perform scope of work.
3. Commissioning field engineering services. Connecting chargers to Siemens cloud services
4. Field Service Report with details of the commissioning scope of work.
5. Siemens project manager will be assigned to project to coordinate and schedule Siemens services.
6. Management of electrical installation by subcontractors.



SIEMENS



VERSICHARGE BLUE™ AC

Charging  
America

[usa.siemens.com/versichargeblue](http://usa.siemens.com/versichargeblue)





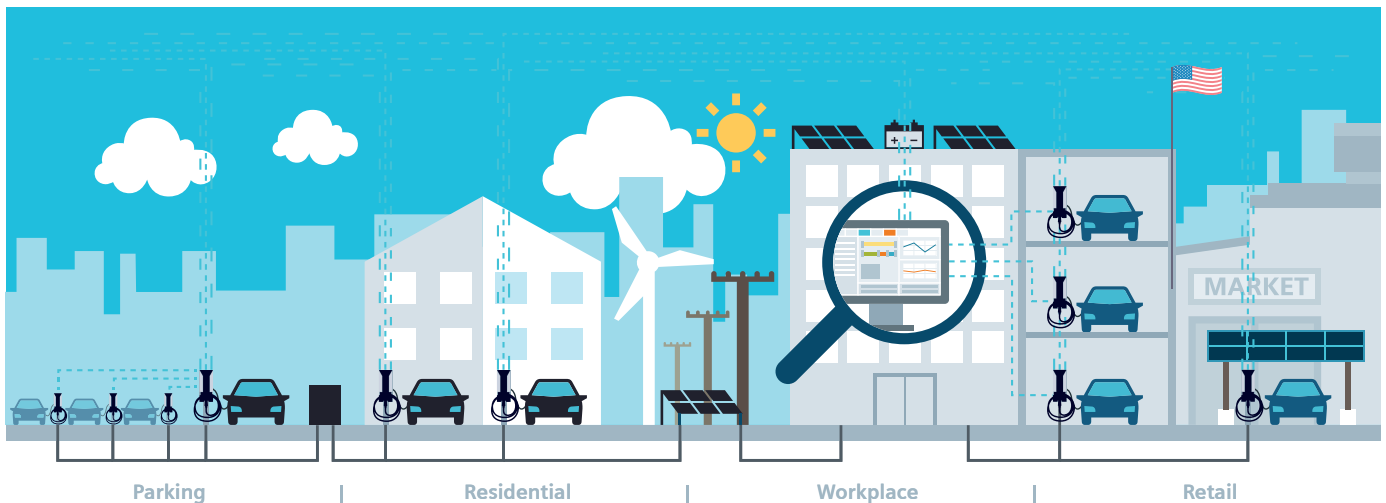
# The VersiCharge Blue™ AC

## Powerful, versatile, Buy American

Siemens VersiCharge chargers have stood for superior quality, ruggedness, and proven technology for more than a decade and have reliably provided thousands of charges to EV drivers worldwide. The VersiCharge Blue AC charger is continuing this tradition with several enhancements, a fresh and appealing design, and up to 11.5 kW of AC charging power that is manufactured in America. VersiCharge Blue provides best-in-class communication options and comes equipped with

a 25-foot cable and 5-year warranty and Energy Star certification.

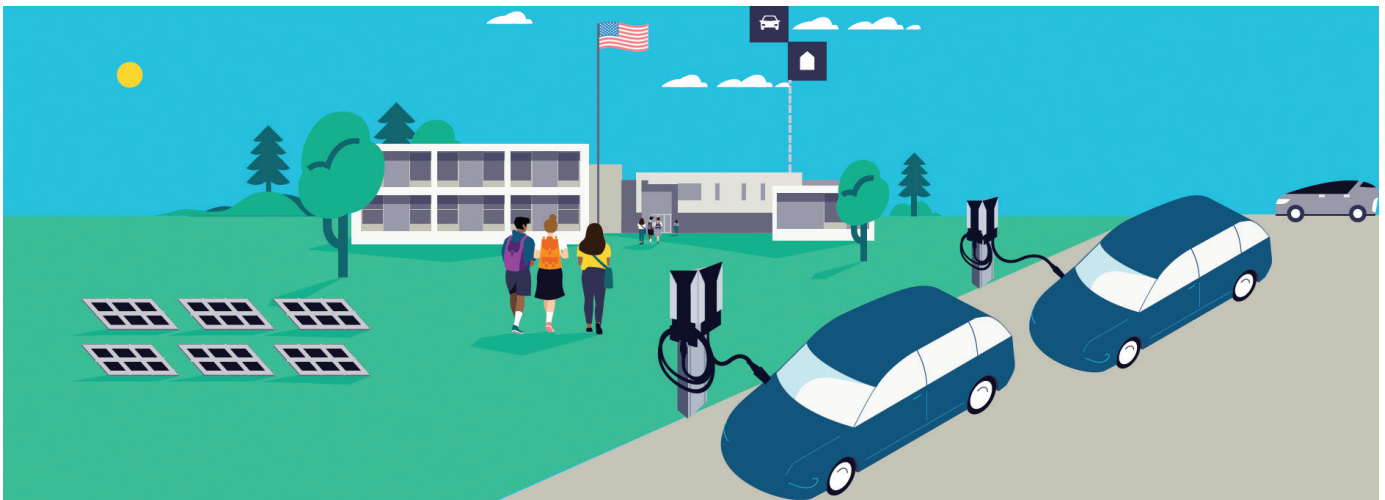
The VersiCharge Blue AC charger can be connected to the customer's preferred back-end system. The rugged and slender VersiCharge Blue charger is suitable for both indoor and outdoor use and can either be mounted on a wall or a supplementary post.



## The charger that is designed for everyone, everywhere

VersiCharge Blue is perfect for all applications, including workspaces, retail, hospitals, parking garages, airports, school campuses and multi-residential dwellings, as well as light to medium-duty fleets. This AC charger comes with an easy-to-use mobile application and can charge any standard EV.

The VersiCharge Blue charger is revenue accurate and offers cutting-edge technology that meets Buy American compliance. VersiCharge Blue aims to reduce dependence on other countries for key raw materials, components and other products vital to growing EV infrastructure.





# Making the difference for America

## Key features

Compatibility with all common EVs and applicable charging standards. In addition, the VersiCharge Blue AC charger is easy to use and have convenience features such as delayed and planned charging.

Rugged housing fit for outdoor applications (NEMA 4)

Integrated high performing dual band Wi-Fi

UL listed and tested to J1772 standard to ensure safety and interoperability with all standard EVs

UMTS LTE/4G connectivity for mobile-network communication

Status bar for information on authentication and charging

Status LEDs indicating connectivity, locked panel and use of remote control

Embedded metering

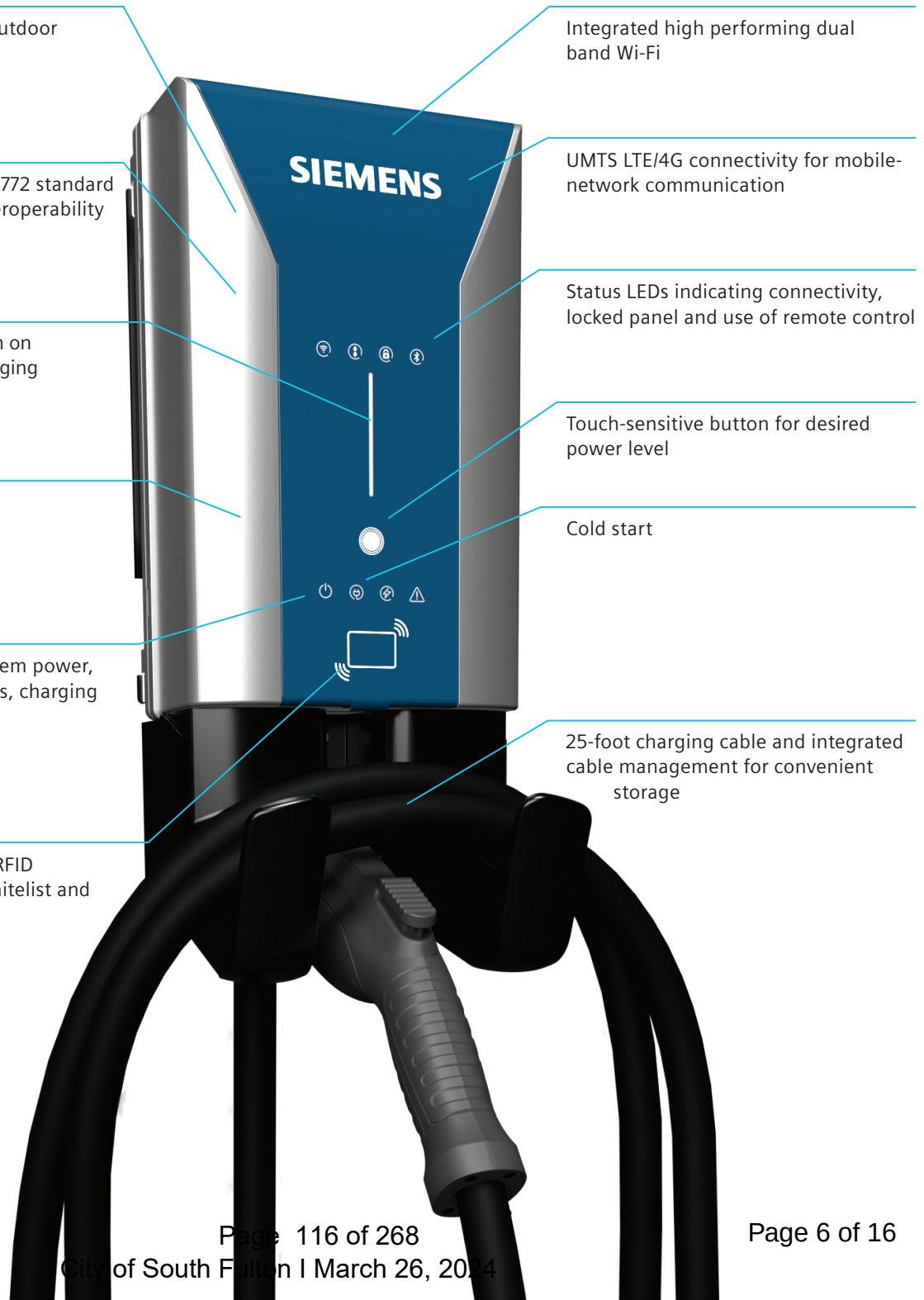
Touch-sensitive button for desired power level

Cold start

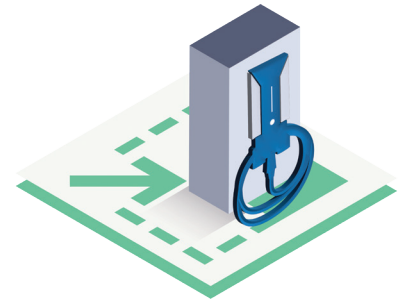
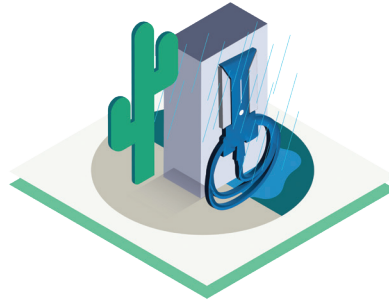
Status LEDs indicate system power, vehicle connection status, charging power and fault status

25-foot charging cable and integrated cable management for convenient storage

User authentication via RFID (MIFARE classic, local whitelist and synching via OCPP)



# Flexibility for the future



## State of the Art and Future Proof

- Energy Star certified
- Tested EV interoperability
- Easy setup using Sifinity Go mobile app (Android/iOS)
- Open payment options
- Buy American compliant
- Can be purchased through Sourcewell, GSA, BPA, and through our Siemens partners

## Robust and Reliable

- Indoor outdoor capable (NEMA 4)
- Designed to meet highest cybersecurity standards
- Industry leading safety features
- Rigorously tested by Siemens

## Intuitive Design

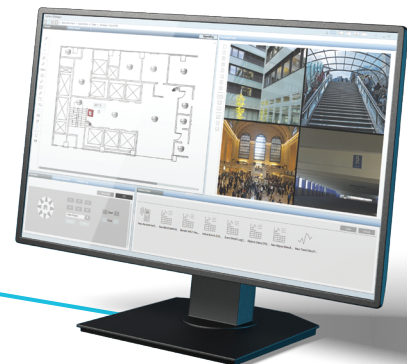
- Modular and extendable site configurations
- Various communication possibilities
- Wall or post mounted

## Smart building integration

The VersiCharge Blue AC charger offers various communication interfaces for seamless integration to local and remote networks.



Cellular  
Wi-Fi  
Ethernet



Network sharing from one cellular device to a non-cellular device

## Modular system configuration

Whether you are using the VersiCharge Blue AC cellular units just as a communications gateway or to execute more extensive local networking and control functions, our network sharing configuration options will reduce investment and operational costs.



## SERVICES FOR AC AND DC CHARGERS

# StartUp Services

[usa.siemens.com/emobility](https://usa.siemens.com/emobility)

### **Sit back and relax, we have this covered.**

Your EV charging project should be a smooth one, which is why we offer AC and DC StartUp services. Let us help you get your chargers commissioned and connected to our Siemens cloud-based platform. A dedicated representative will remotely coordinate a site readiness evaluation with the installer to ensure the site is ready for onsite startup support and all needed network connection requirements are set up prior to the visit. They will schedule the onsite appointment after the site evaluation form is returned to align with the startup requirement of the end user. Once the startup is scheduled, our team of EV experts will also be available to answer questions from the installer about the chargers and their respective accessories if needed.

# SIEMENS



**With our StartUp services added to your project, you will recognize benefits like:**

- One company providing startup and configuration of the AC and DC chargers
- Ensuring the chargers are wired correctly
- Setup and connection to the cloud through Wi-Fi, cellular or Ethernet (if applicable)
- Setup of any Parent / Child networks (AC only)
- Minimize initial charger downtime
- Ensure interoperability
- Quick analysis of power related issues
- Onsite review of the AC and DC chargers features with the end user

**Our StartUp services include:**

- All travel and living costs included in price
- Configuration and connection of the chargers to the cloud
- Dedicated project engineer to work with the end user
- Remote site evaluation review to ensure everything is setup and ready to go
- Basic onsite AC and DC charger review during startup
- A personalized experience to ensure a stress-free commissioning of chargers

**General terms of service**

All site visits are scheduled during normal business hours. No weekend or holiday work is included. Three-week lead time is required to schedule any onsite visits. This service does not include any installation or termination of communication and electrical wiring or troubleshooting electrical power equipment. Cancellation one week prior to visit may incur a rebooking fee.

In certain remote locations, additional fees may apply. Only available in the United States of America.

**Legal Manufacturer**

Siemens Industry, Inc.  
3617 Parkway Ln  
Peachtree Corners, GA 30092  
United States of America  
Telephone: (855) 950-6339, option 9, or  
[www.usa.siemens.com/createcase](http://www.usa.siemens.com/createcase) for  
service.

Article No. SIE-B40050-00-4AUS  
© 06.2023, Siemens Industry, Inc.

This document contains a general description of available technical options only, and its effectiveness will be subject to specific variables including field conditions and project parameters. Siemens does not make representations, warranties, or assurances as to the accuracy or completeness of the content contained herein. Siemens reserves the right to modify the technology and product specifications in its sole discretion without advance notice.



## Clarifications

The following items are excluded but can be added to Siemens' scope upon request.

1. Analytical studies, i.e., short circuit, coordination, harmonics, arc flash, etc.
2. Equipment labeling to meet local jurisdiction or regulatory agency requirements
3. Power cable testing
4. Control wire point-to-point checks
5. Infrared scanning
6. Formal Training unless specifically included within this document
7. Trips and/or labor to assist with receipt/unloading and inspection of equipment upon arrival, unless detailed otherwise herein
8. Signage or paint for EV parking spaces.

### Additional Notes:

- Siemens personnel are not permitted to perform switching on customer owned equipment
- Price does not include rigging of equipment, tools or testing instruments to special locations. A clear path must be provided prior to the start of work
- Delays in performing the work out of the control of Siemens will be considered and billed as extra work to customer's account
- Siemens and its subcontractors reserve the right to work only when safety practices are acceptable to Siemens. Costs associated with any delays caused by disposition of substandard safety conditions will be outside the scope of this proposal and invoiced as additional work.
- Applicable state and local sales taxes are not included and will be charged as required.

### Customer Responsibilities

1. Designate an on-site representative to serve as the contact for technical inquiries and coordination of activities. This representative will also assist Siemens in developing an organized sequence of work and to advise site-specific safety requirements and lockout procedures.
2. Provide a project schedule a minimum of 4 weeks prior to project start.
3. Provide all required site-specific access authorizations and safety training on a timely basis. Cost and schedule impacts will apply if customer-provided access authorization or training is delayed.
4. Provide sufficient advance notice of any necessary changes in outage schedule or equipment availability to facilitate effective work planning by Siemens.
5. Establish necessary safe work clearances around adjacent energized equipment, as required by Siemens.
6. Perform lock-out and tag-out of equipment per industry standards, and allow Siemens personnel and subcontractors to apply their own locks, as deemed necessary for safety.
7. Apply system grounds per applicable safety code requirements & remove when work is complete.
8. Provide control power source as may be required for equipment functional testing.
9. Coordinate all other contractor operations at the site to avoid interference with Siemens' work. Changes to the schedule or delays caused by others will result in schedule impacts and will be cause for additional charges.
10. Provide manpower and equipment (fork truck, etc.) to unload and move Siemens' equipment to the work area. Provide same services for loading out after completion of the work.

## Payment Terms

### Payment Terms Acceptance Agreement

The total price of: \$67,418.33 and the estimated return on investment are based on the items outlined in this proposal. ANY STATEMENTS MADE HEREIN REGARDING SAVINGS THAT MAY BE ACHIEVED BY IMPLEMENTING THE SERVICES OFFERED IN THIS PROPOSAL ARE ESTIMATES ONLY. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, SHALL BE CONSTRUED TO ARISE FROM SUCH STATEMENTS, NOR SHALL SUCH STATEMENTS BE CONSTRUED AS CONSTITUTING A GUARANTEE BY SIEMENS THAT SUCH SAVINGS WILL OCCUR IF THE SERVICES ARE IMPLEMENTED.

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Siemens RAM Projects Business Standard Terms and Conditions, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

*Proposal is valid for thirty (30) days from the delivery date of March 18, 2024. Payment is due within 30 days of invoice date.*

***Payment Terms: 25% mobilization in advance, progress payments***

***Total: \$67,418.33***

## Terms & Conditions Link(s)

**Terms and Conditions (Click to download)**

[Terms & Conditions \(Unrestricted\)](#)

([www.siemens.com/standard-terms-project-unrestricted](http://www.siemens.com/standard-terms-project-unrestricted))

**Price Escalation.** If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU/IHS Markit/CMAI/COMEX market index, then Siemens may increase the Contract Sum or apply a surcharge to Customer accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

## VERSICHARGE BLUE™ AC SERIES

# Limited Warranty

June 2023

[usa.siemens.com/versicharge](https://usa.siemens.com/versicharge)

Limited Warranty Siemens Industry Inc., EMobility ("Siemens") has developed highly reliable EV Supply Equipment (EVSE), , branded as "VesiCharge Blue", that is designed to withstand normal operating conditions when used in compliance with the included Siemens Installation and Operations Manual. The Siemens limited warranty ("Limited Warranty") covers defects in workmanship and materials of the VersiCharge Blue for a period of five (5) years (the "Warranty Period") from the date of registration of such VersiCharge Blue by the original purchaser via the registration portal ([usa.siemens.com/eMobilityCloud](https://usa.siemens.com/eMobilityCloud)). The VersiCharge Blue must be registered within 90 days of purchase to activate the Limited Warranty including the Siemens Care package.

The Limited Warranty does not apply to, and Siemens will not be responsible for, any defect in or damage to any Siemens VersiCharge Blue: (1) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that has been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the Siemens Installation and Operations Manual or applicable laws or regulations; (3) that has been subjected to fire, water, generalized corrosion, biological infestations, acts of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Siemens VersiCharge Blue specifications, including high input voltage from generators or lightning strikes; (4) that has been subjected to damage caused by defects of other components of the electrical system or service; or (5) if the original identification markings (including trademark or serial number) of such VersiCharge Blue have been defaced, altered, or removed. The Limited Warranty does not cover costs related to the removal or installation of the VersiCharge Blue or troubleshooting of the customer's electrical systems.

During the Warranty Period, Siemens will replace the VersiCharge Blue free of charge, provided Siemens through inspection establishes the existence of an issue covered by the Limited Warranty (the "Remedy"). Siemens will, at its option, use new and/or reconditioned parts in providing the Remedy. Siemens reserves the right to use parts or products of original or improved design in the Remedy VersiCharge Blue. The Limited Warranty continues for the remainder of the original Warranty Period or ninety (90) days from the date of Siemens' return shipment of the repaired or replacement product, whichever is later.

The Limited Warranty covers both parts and labor necessary to provide a Remedy, but does not include labor costs related to uninstalling the VersiCharge Blue or reinstalling the replacement product. The Limited Warranty also covers the costs of shipping Siemens VersiCharge Blue's to



Siemens (where Siemens has first issued a Return Merchandise Authorization ("RMA") number for such product) as well as the replacement product from Siemens to customer, via a non-expedited freight carrier selected by Siemens, to and from locations within the United States (including Alaska and Hawaii) and Canada only.

The Limited Warranty does not cover shipping damage or damage resulting from mishandling by the freight carrier. Where customer seeks to remedy damages caused by the freight carrier, such claims must be pursued directly against the freight carrier and not against Siemens. Siemens' obligations under this Limited Warranty are conditioned upon the customer's strict compliance with the following policy and procedure for the applicable VersiCharge Blue:

The VersiCharge Blue must be returned with a RMA number which customer must request from Siemens through the following website [usa.siemens.com/createcase](https://usa.siemens.com/createcase) or by calling +1 (855)950-6339.

RMA request must include the following information: (1) Proof-of-purchase of the VersiCharge Blue in the form of (a) the dated purchase receipt from a Siemens-authorized seller for the original purchase of the product at point of sale to the end user, or (b) the dated dealer invoice or purchase receipt showing original equipment manufacturer (OEM) status; (2) Model number; (3) Serial number; (4) Detailed description of the defect; and (5) Shipping address for return of the repaired or replacement product.

All VersiCharge Blue's authorized for return must be returned in the original shipping container or other packaging that is equally protective of the product. The returned VersiCharge Blue must not have been disassembled or modified without the prior written authorization of Siemens.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SIEMENS AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL SIEMENS BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY AND SIEMENS' AND ITS SUPPLIERS' MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE VERSICHARGE BLUE AT ISSUE. CUSTOMER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL GOVERN AND CONTROL OVER ANY OTHER REMEDIES TO WHICH CUSTOMER MAY OTHERWISE BE ENTITLED AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE, EVEN IF SIEMENS HAS BEEN ADVISED BY THE CUSTOMER OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent any implied warranties are required under applicable law to apply to the Siemens VersiCharge Blue, such implied warranties shall, to the extent permitted by applicable law, be limited in duration to the Warranty Period. In states and provinces which do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the customer specific legal rights, which are the customer's

exclusive remedies hereunder. The customer may have other rights that vary from state to state or province to province.

Through registration of the Limited Warranty or use of the VersiCharge Blue, the parties irrevocably consent and agree that any controversy or claim arising out of or related to this Limited Warranty shall be resolved by arbitration pursuant to this Section and the then current rules and supervision of the American Arbitration Association. The arbitration shall be held in Delaware before a single arbitrator who is knowledgeable about commercial contract disputes. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction thereof. The arbitrators shall apply and be bound to follow the substantive laws of the State of Delaware without regard to the conflict of laws provisions thereof. Costs and expenses shall be borne as provided by the rules of the American Arbitration Association. The arbitrators may order the parties to exchange copies of exhibits and copies of witness lists in advance of the arbitration hearing. However, the arbitrator shall have no other power to order discovery or depositions unless and then only to the extent that all parties otherwise agree in writing.

Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Omar Raslan

Name

8691370

Proposal #

\$67,418.33

Proposal Amount

March 18, 2024

Date

Accepted by:

CITY OF SOUTH FULTON

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required

SOURCEWELL CONTRACT: #042221-SIE

CITY OF SOUTH FULTON ID: 177950

"THIS PURCHASE IS MADE IN ACCORDANCE WITH THE GROUP COOPERATIVE SOURCEWELL CONTRACT #042221-SIE. ALL TERMS OF SUCH SOURCEWELL CONTRACT ARE INCORPORATED HEREIN, AND THE TERMS AND CONDITIONS WILL PREVAIL EXCLUSIVELY OVER THE TERMS OF THE PURCHASE ORDER AND/OR CUSTOMER AGREEMENT. NO FEDERAL TERMS AND CONDITIONS, FEDERAL FUNDS, OR GRANTS ARE APPLICABLE TO THIS ORDER."

**PROPOSAL**

South Fulton Admin Building

SOURCEWELL CONTRACT: #042221-SIE

**PREPARED BY**

Siemens Industry, Inc. ("Siemens")

CITY OF SOUTH FULTON ID: 177950

**PREPARED FOR**

CITY OF SOUTH FULTON

**DELIVERED ON**

March 18, 2024

EMOBILITY

# Transforming the Everyday





Contact Information

|             |                |
|-------------|----------------|
| Proposal #: | 8691827        |
| Date:       | March 18, 2024 |

|                  |                                        |
|------------------|----------------------------------------|
| Sales Executive: | Omar Raslan                            |
| Branch Address:  | 1745 Corporate Dr. Norcross, Ga. 30093 |
| Telephone:       |                                        |
| Email Address:   | omar.raslan@siemens.com                |

|                                |                                            |
|--------------------------------|--------------------------------------------|
| Customer Contact:              |                                            |
| Customer:                      | CITY OF SOUTH FULTON                       |
| Address:                       | 4715 Frederick Dr. South Fulton, Ga. 30336 |
|                                |                                            |
|                                |                                            |
| Services shall be provided at: | 4715 Frederick Dr. South Fulton, Ga. 30336 |
|                                |                                            |

## Scope of Work

### Siemens Responsibilities

1. Order management and procurement of the following equipment.
  - (4) – 48A BUY AMERICAN CELLULAR COMMERCIAL CHARGERS
  - 1 YEAR OF CELL SERVICE FOR NETWORK SHARING
  - 1 YEAR OF CLOUD SERVICES FOR TWO DEVICES
2. Equipment required to perform scope of work.
3. Commissioning field engineering services. Connecting chargers to Siemens cloud services
4. Field Service Report with details of the commissioning scope of work.
5. Siemens project manager will be assigned to project to coordinate and schedule Siemens services.
6. Management of electrical installation by subcontractor.



SIEMENS



VERSICHARGE BLUE™ AC

# Charging America

[usa.siemens.com/versichargeblue](http://usa.siemens.com/versichargeblue)





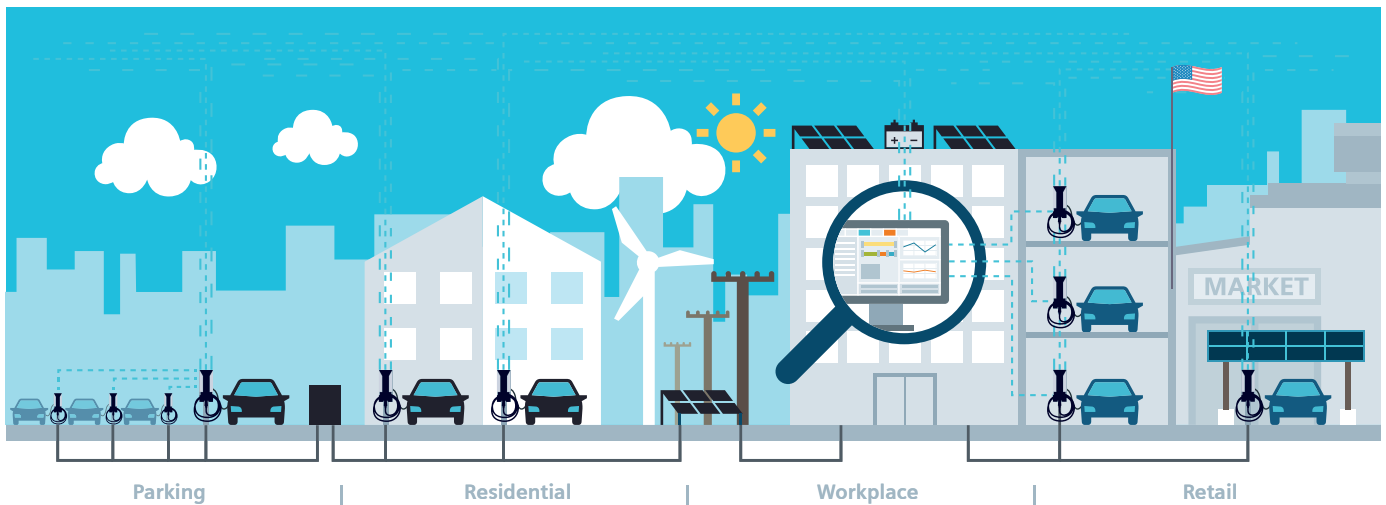
# The VersiCharge Blue™ AC

## Powerful, versatile, Buy American

Siemens VersiCharge chargers have stood for superior quality, ruggedness, and proven technology for more than a decade and have reliably provided thousands of charges to EV drivers worldwide. The VersiCharge Blue AC charger is continuing this tradition with several enhancements, a fresh and appealing design, and up to 11.5 kW of AC charging power that is manufactured in America. VersiCharge Blue provides best-in-class communication options and comes equipped with

a 25-foot cable and 5-year warranty and Energy Star certification.

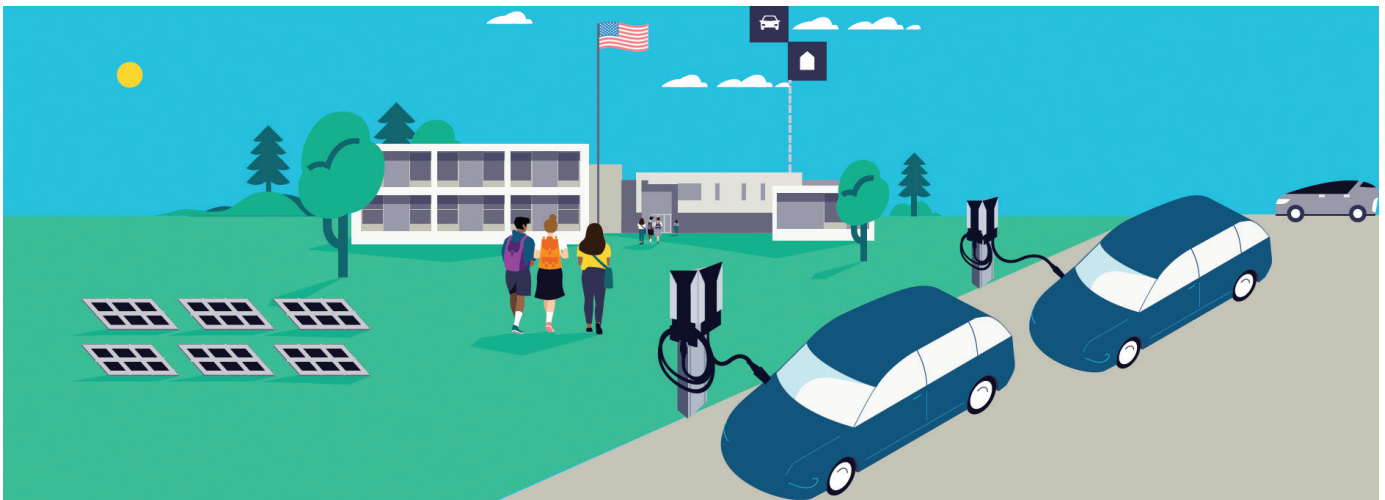
The VersiCharge Blue AC charger can be connected to the customer's preferred back-end system. The rugged and slender VersiCharge Blue charger is suitable for both indoor and outdoor use and can either be mounted on a wall or a supplementary post.



## The charger that is designed for everyone, everywhere

VersiCharge Blue is perfect for all applications, including workspaces, retail, hospitals, parking garages, airports, school campuses and multi-residential dwellings, as well as light to medium-duty fleets. This AC charger comes with an easy-to-use mobile application and can charge any standard EV.

The VersiCharge Blue charger is revenue accurate and offers cutting-edge technology that meets Buy American compliance. VersiCharge Blue aims to reduce dependence on other countries for key raw materials, components and other products vital to growing EV infrastructure.





# Making the difference for America

## Key features

Compatibility with all common EVs and applicable charging standards. In addition, the VersiCharge Blue AC charger is easy to use and have convenience features such as delayed and planned charging.

Rugged housing fit for outdoor applications (NEMA 4)

Integrated high performing dual band Wi-Fi

UL listed and tested to J1772 standard to ensure safety and interoperability with all standard EVs

UMTS LTE/4G connectivity for mobile-network communication

Status bar for information on authentication and charging

Status LEDs indicating connectivity, locked panel and use of remote control

Embedded metering

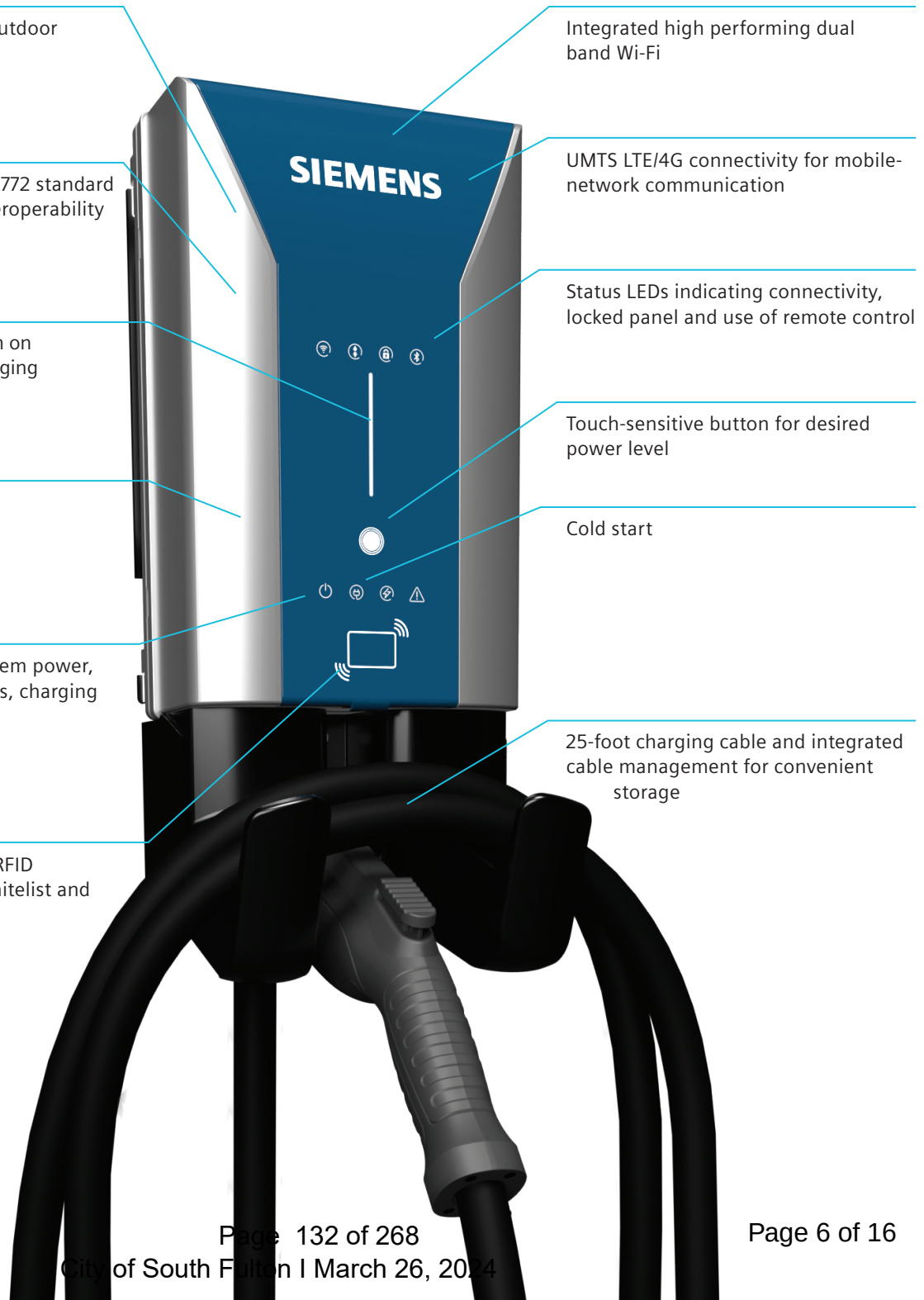
Touch-sensitive button for desired power level

Cold start

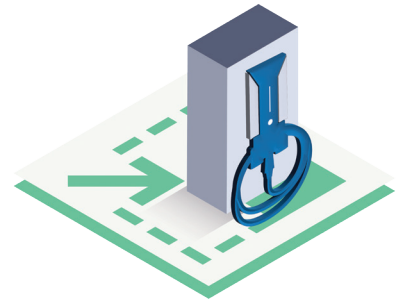
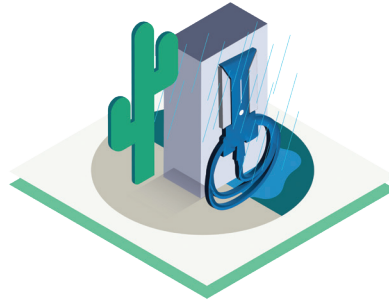
Status LEDs indicate system power, vehicle connection status, charging power and fault status

25-foot charging cable and integrated cable management for convenient storage

User authentication via RFID (MIFARE classic, local whitelist and synching via OCPP)



# Flexibility for the future



## State of the Art and Future Proof

- Energy Star certified
- Tested EV interoperability
- Easy setup using Sifinity Go mobile app (Android/iOS)
- Open payment options
- Buy American compliant
- Can be purchased through Sourcewell, GSA, BPA, and through our Siemens partners

## Robust and Reliable

- Indoor outdoor capable (NEMA 4)
- Designed to meet highest cybersecurity standards
- Industry leading safety features
- Rigorously tested by Siemens

## Intuitive Design

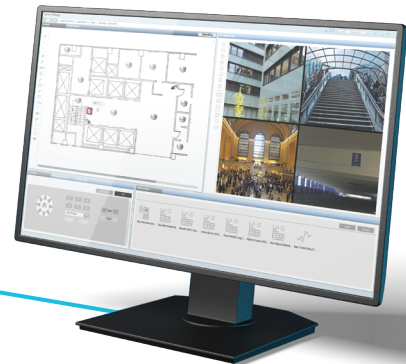
- Modular and extendable site configurations
- Various communication possibilities
- Wall or post mounted

## Smart building integration

The VersiCharge Blue AC charger offers various communication interfaces for seamless integration to local and remote networks.



Cellular  
Wi-Fi  
Ethernet



Network sharing from one cellular device to a non-cellular device

## Modular system configuration

Whether you are using the VersiCharge Blue AC cellular units just as a communications gateway or to execute more extensive local networking and control functions, our network sharing configuration options will reduce investment and operational costs.



## SERVICES FOR AC AND DC CHARGERS

# StartUp Services

[usa.siemens.com/emobility](https://usa.siemens.com/emobility)

### **Sit back and relax, we have this covered.**

Your EV charging project should be a smooth one, which is why we offer AC and DC StartUp services. Let us help you get your chargers commissioned and connected to our Siemens cloud-based platform. A dedicated representative will remotely coordinate a site readiness evaluation with the installer to ensure the site is ready for onsite startup support and all needed network connection requirements are set up prior to the visit. They will schedule the onsite appointment after the site evaluation form is returned to align with the startup requirement of the end user. Once the startup is scheduled, our team of EV experts will also be available to answer questions from the installer about the chargers and their respective accessories if needed.

# SIEMENS



**With our StartUp services added to your project, you will recognize benefits like:**

- One company providing startup and configuration of the AC and DC chargers
- Ensuring the chargers are wired correctly
- Setup and connection to the cloud through Wi-Fi, cellular or Ethernet (if applicable)
- Setup of any Parent / Child networks (AC only)
- Minimize initial charger downtime
- Ensure interoperability
- Quick analysis of power related issues
- Onsite review of the AC and DC chargers features with the end user

**Our StartUp services include:**

- All travel and living costs included in price
- Configuration and connection of the chargers to the cloud
- Dedicated project engineer to work with the end user
- Remote site evaluation review to ensure everything is setup and ready to go
- Basic onsite AC and DC charger review during startup
- A personalized experience to ensure a stress-free commissioning of chargers

**General terms of service**

All site visits are scheduled during normal business hours. No weekend or holiday work is included. Three-week lead time is required to schedule any onsite visits. This service does not include any installation or termination of communication and electrical wiring or troubleshooting electrical power equipment. Cancellation one week prior to visit may incur a rebooking fee.

In certain remote locations, additional fees may apply. Only available in the United States of America.

**Legal Manufacturer**

Siemens Industry, Inc.  
3617 Parkway Ln  
Peachtree Corners, GA 30092  
United States of America  
Telephone: (855) 950-6339, option 9, or  
[www.usa.siemens.com/createcase](http://www.usa.siemens.com/createcase) for  
service.

Article No. SIE-B40050-00-4AUS  
© 06.2023, Siemens Industry, Inc.

This document contains a general description of available technical options only, and its effectiveness will be subject to specific variables including field conditions and project parameters. Siemens does not make representations, warranties, or assurances as to the accuracy or completeness of the content contained herein. Siemens reserves the right to modify the technology and product specifications in its sole discretion without advance notice.



## Clarifications

The following items are excluded but can be added to Siemens' scope upon request.

1. Analytical studies, i.e., short circuit, coordination, harmonics, arc flash, etc.
2. Equipment labeling to meet local jurisdiction or regulatory agency requirements
3. Power cable testing
4. Control wire point-to-point checks
5. Infrared scanning
6. Formal Training unless specifically included within this document
7. Trips and/or labor to assist with receipt/unloading and inspection of equipment upon arrival, unless detailed otherwise herein
8. Signage or paint for EV parking spaces.

### Additional Notes:

- Siemens personnel are not permitted to perform switching on customer owned equipment
- Price does not include rigging of equipment, tools or testing instruments to special locations. A clear path must be provided prior to the start of work
- Delays in performing the work out of the control of Siemens will be considered and billed as extra work to customer's account
- Siemens and its subcontractors reserve the right to work only when safety practices are acceptable to Siemens. Costs associated with any delays caused by disposition of substandard safety conditions will be outside the scope of this proposal and invoiced as additional work.
- Applicable state and local sales taxes are not included and will be charged as required.

### Customer Responsibilities

1. Designate an on-site representative to serve as the contact for technical inquiries and coordination of activities. This representative will also assist Siemens in developing an organized sequence of work and to advise site-specific safety requirements and lockout procedures.
2. Provide a project schedule a minimum of 4 weeks prior to project start.
3. Provide all required site-specific access authorizations and safety training on a timely basis. Cost and schedule impacts will apply if customer-provided access authorization or training is delayed.
4. Provide sufficient advance notice of any necessary changes in outage schedule or equipment availability to facilitate effective work planning by Siemens.
5. Establish necessary safe work clearances around adjacent energized equipment, as required by Siemens.
6. Perform lock-out and tag-out of equipment per industry standards, and allow Siemens personnel and subcontractors to apply their own locks, as deemed necessary for safety.
7. Apply system grounds per applicable safety code requirements & remove when work is complete.
8. Provide control power source as may be required for equipment functional testing.
9. Coordinate all other contractor operations at the site to avoid interference with Siemens' work. Changes to the schedule or delays caused by others will result in schedule impacts and will be cause for additional charges.
10. Provide manpower and equipment (fork truck, etc.) to unload and move Siemens' equipment to the work area. Provide same services for loading out after completion of the work.

## Payment Terms

### Payment Terms Acceptance Agreement

The total price of: \$68,861.66 and the estimated return on investment are based on the items outlined in this proposal. ANY STATEMENTS MADE HEREIN REGARDING SAVINGS THAT MAY BE ACHIEVED BY IMPLEMENTING THE SERVICES OFFERED IN THIS PROPOSAL ARE ESTIMATES ONLY. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, SHALL BE CONSTRUED TO ARISE FROM SUCH STATEMENTS, NOR SHALL SUCH STATEMENTS BE CONSTRUED AS CONSTITUTING A GUARANTEE BY SIEMENS THAT SUCH SAVINGS WILL OCCUR IF THE SERVICES ARE IMPLEMENTED.

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June 2023

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All VersiCharge Blue's authorized for return must be returned in the original shipping container or other packaging that is equally protective of the product. The returned VersiCharge Blue must not have been disassembled or modified without the prior written authorization of Siemens.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SIEMENS AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL SIEMENS BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY AND SIEMENS' AND ITS SUPPLIERS' MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE VERSICHARGE BLUE AT ISSUE. CUSTOMER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL GOVERN AND CONTROL OVER ANY OTHER REMEDIES TO WHICH CUSTOMER MAY OTHERWISE BE ENTITLED AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE, EVEN IF SIEMENS HAS BEEN ADVISED BY THE CUSTOMER OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent any implied warranties are required under applicable law to apply to the Siemens VersiCharge Blue, such implied warranties shall, to the extent permitted by applicable law, be limited in duration to the Warranty Period. In states and provinces which do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the customer specific legal rights, which are the customer's

exclusive remedies hereunder. The customer may have other rights that vary from state to state or province to province.

Through registration of the Limited Warranty or use of the VersiCharge Blue, the parties irrevocably consent and agree that any controversy or claim arising out of or related to this Limited Warranty shall be resolved by arbitration pursuant to this Section and the then current rules and supervision of the American Arbitration Association. The arbitration shall be held in Delaware before a single arbitrator who is knowledgeable about commercial contract disputes. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction thereof. The arbitrators shall apply and be bound to follow the substantive laws of the State of Delaware without regard to the conflict of laws provisions thereof. Costs and expenses shall be borne as provided by the rules of the American Arbitration Association. The arbitrators may order the parties to exchange copies of exhibits and copies of witness lists in advance of the arbitration hearing. However, the arbitrator shall have no other power to order discovery or depositions unless and then only to the extent that all parties otherwise agree in writing.

Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Omar Raslan

Name

8691827

Proposal #

\$68,861.66

Proposal Amount

March 18, 2024

Date

Accepted by:

CITY OF SOUTH FULTON

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required

SOURCEWELL CONTRACT: #042221-SIE

CITY OF SOUTH FULTON ID: 177950

"THIS PURCHASE IS MADE IN ACCORDANCE WITH THE GROUP COOPERATIVE SOURCEWELL CONTRACT #042221-SIE. ALL TERMS OF SUCH SOURCEWELL CONTRACT ARE INCORPORATED HEREIN, AND THE TERMS AND CONDITIONS WILL PREVAIL EXCLUSIVELY OVER THE TERMS OF THE PURCHASE ORDER AND/OR CUSTOMER AGREEMENT. NO FEDERAL TERMS AND CONDITIONS, FEDERAL FUNDS, OR GRANTS ARE APPLICABLE TO THIS ORDER."

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** The General Services Department requests approval for an appropriation of \$2,000,000 to modernize, upgrade, and electrify the city's fleet.

**DATE:** March 26, 2024

**SUBJECT:** The General Services Department requests approval for an appropriation of \$2,000,000 to modernize, upgrade, and electrify the city's fleet.

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**



GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** The General Services Department requests approval to enter into an agreement with JOC Construction, Inc. to provide standby general contracting services for facilities within the city for an amount not to exceed \$2,000,000.

**DATE:** March 26, 2024

**SUBJECT:** The General Services Department requests approval to enter into an agreement with JOC Construction, Inc. to provide standby general contracting services for facilities within the city for an amount not to exceed \$2,000,000.

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** The General Services Department requests approval to enter into an agreement with Paryani Construction to provide standby general contracting services for facilities within the city.

**DATE:** March 26, 2024

**SUBJECT:** The General Services Department requests approval to enter into an agreement with Paryani Construction to provide standby general contracting services for facilities within the city.

**REFERENCE:**

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**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** The Purchasing Department request Council approval to approve contract renewals and award Invitation To Bid (ITB) number 24-01, Standby Construction Services, to DAF Concrete, Inc, for a total amount of \$1,071,250.00.

**DATE:** March 26, 2024

**SUBJECT:** The Purchasing Department request Council approval to approve contract renewals and award Invitation To Bid (ITB) number 24-01, Standby Construction Services, to DAF Concrete, Inc, for a total amount of \$1,071,250.00.

**REFERENCE:**

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**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                                     | Type       | Upload Date |
|-------------------------------------------------|------------|-------------|
| BID TABULATION - INVITATION TO BID NUMBER 24-01 | Cover Memo | 3/22/2024   |

**PURCHASING DEPARTMENT  
INVITATION TO BID (ITB) 24-01  
Standby Construction Service**

|    | A    | B        | C     | D                                | E            | F            | G | H                 | I            | J | K                         | L            | M | N              | O            |
|----|------|----------|-------|----------------------------------|--------------|--------------|---|-------------------|--------------|---|---------------------------|--------------|---|----------------|--------------|
| 3  |      |          |       |                                  | DAF Concrete |              |   | Kemi Construction |              |   | Meriwether Site Solutions |              |   | Mitchell Group |              |
| 4  | Item | Quantity | Units | Description                      | Price        | Total Cost   |   | Price             | Total Cost   |   | Price                     | Total Cost   |   | Price          | Total Cost   |
| 5  | 1    | 100      | LF    | 18' RCP                          | \$140.00     | \$ 14,000.00 |   | \$180.00          | \$ 18,000.00 |   | \$65.00                   | \$ 6,500.00  |   | \$68.00        | \$ 6,800.00  |
| 6  | 2    | 100      | LF    | 24" RCP                          | \$180.00     | \$ 18,000.00 |   | \$200.00          | \$ 20,000.00 |   | \$75.00                   | \$ 7,500.00  |   | \$88.00        | \$ 8,800.00  |
| 7  | 3    | 100      | LF    | 30" RCP                          | \$240.00     | \$ 24,000.00 |   | \$220.00          | \$ 22,000.00 |   | \$100.00                  | \$ 10,000.00 |   | \$118.00       | \$ 11,800.00 |
| 8  | 4    | 100      | LF    | 36" RCP                          | \$280.00     | \$ 28,000.00 |   | \$250.00          | \$ 25,000.00 |   | \$125.00                  | \$ 12,500.00 |   | \$136.00       | \$ 13,600.00 |
| 9  | 5    | 60       | LF    | 42" RCP                          | \$340.00     | \$ 20,400.00 |   | \$300.00          | \$ 18,000.00 |   | \$185.00                  | \$ 11,100.00 |   | \$174.00       | \$ 10,440.00 |
| 10 | 6    | 60       | LF    | 48" RCP                          | \$380.00     | \$ 22,800.00 |   | \$350.00          | \$ 21,000.00 |   | \$215.00                  | \$ 12,900.00 |   | \$200.00       | \$ 12,000.00 |
| 11 | 7    | 60       | LF    | 54" RCP                          | \$410.00     | \$ 24,600.00 |   | \$370.00          | \$ 22,200.00 |   | \$250.00                  | \$ 15,000.00 |   | \$228.00       | \$ 13,680.00 |
| 12 | 8    | 60       | LF    | 60" RCP                          | \$610.00     | \$ 36,600.00 |   | \$475.00          | \$ 28,500.00 |   | \$290.00                  | \$ 17,400.00 |   | \$245.00       | \$ 14,700.00 |
| 13 | 9    | 60       | LF    | 66" RCP                          | \$700.00     | \$ 42,000.00 |   | \$495.00          | \$ 29,700.00 |   | \$335.00                  | \$ 20,100.00 |   | \$275.00       | \$ 16,500.00 |
| 14 | 10   | 60       | LF    | 72" RCP                          | \$750.00     | \$ 45,000.00 |   | \$800.00          | \$ 48,000.00 |   | \$395.00                  | \$ 23,700.00 |   | \$295.00       | \$ 17,700.00 |
| 15 | 11   | 100      | LF    | 18" CMP-Type 2 Steel             | \$68.00      | \$ 6,800.00  |   | \$180.00          | \$ 18,000.00 |   | \$56.00                   | \$ 5,600.00  |   | \$48.00        | \$ 4,800.00  |
| 16 | 12   | 50       | LF    | 24" CMP-Type 2 Steel             | \$95.00      | \$ 4,750.00  |   | \$200.00          | \$ 10,000.00 |   | \$65.00                   | \$ 3,250.00  |   | \$54.00        | \$ 2,700.00  |
| 17 | 13   | 100      | LF    | 30" CMP-Type 2 Steel             | \$130.00     | \$ 13,000.00 |   | \$220.00          | \$ 22,000.00 |   | \$75.00                   | \$ 7,500.00  |   | \$58.00        | \$ 5,800.00  |
| 18 | 14   | 70       | LF    | 36" CMP-Type 2 Steel             | \$150.00     | \$ 10,500.00 |   | \$250.00          | \$ 17,500.00 |   | \$90.00                   | \$ 6,300.00  |   | \$60.00        | \$ 4,200.00  |
| 19 | 15   | 60       | LF    | 42" CMP-Type 2 Steel             | \$190.00     | \$ 11,400.00 |   | \$300.00          | \$ 18,000.00 |   | \$105.00                  | \$ 6,300.00  |   | \$65.00        | \$ 3,900.00  |
| 20 | 16   | 100      | LF    | 48" CMP-Type 2 Steel             | \$230.00     | \$ 23,000.00 |   | \$350.00          | \$ 35,000.00 |   | \$120.00                  | \$ 12,000.00 |   | \$68.00        | \$ 6,800.00  |
| 21 | 17   | 60       | LF    | 54" CMP-Type 2 Steel             | \$290.00     | \$ 17,400.00 |   | \$370.00          | \$ 22,200.00 |   | \$140.00                  | \$ 8,400.00  |   | \$75.00        | \$ 4,500.00  |
| 22 | 18   | 60       | LF    | 60" CMP-Type 2 Steel             | \$360.00     | \$ 21,600.00 |   | \$475.00          | \$ 28,500.00 |   | \$160.00                  | \$ 9,600.00  |   | \$80.00        | \$ 4,800.00  |
| 23 | 19   | 60       | LF    | 66" CMP-Type 2 Steel             | \$480.00     | \$ 28,800.00 |   | \$495.00          | \$ 29,700.00 |   | \$180.00                  | \$ 10,800.00 |   | \$95.00        | \$ 5,700.00  |
| 24 | 20   | 60       | LF    | 72" CMP-Type 2 Steel             | \$550.00     | \$ 33,000.00 |   | \$800.00          | \$ 48,000.00 |   | \$210.00                  | \$ 12,600.00 |   | \$95.00        | \$ 5,700.00  |
| 25 | 21   | 250      | LF    | Extra depth of cover (10-15 ft.) | \$10.00      | \$ 2,500.00  |   | \$50.00           | \$ 12,500.00 |   | \$5.00                    | \$ 1,250.00  |   | \$15.00        | \$ 3,750.00  |
| 26 | 22   | 250      | LF    | Extra depth of cover (15-20 ft.) | \$10.00      | \$ 2,500.00  |   | \$70.00           | \$ 17,500.00 |   | \$10.00                   | \$ 2,500.00  |   | \$25.00        | \$ 6,250.00  |
| 27 | 23   | 250      | LF    | Extra depth of cover (20-25 ft.) | \$10.00      | \$ 2,500.00  |   | \$70.00           | \$ 17,500.00 |   | \$15.00                   | \$ 3,750.00  |   | \$30.00        | \$ 7,500.00  |
| 28 | 24   | 100      | LF    | 18" Poly Pipe Liner              | \$140.00     | \$ 14,000.00 |   | \$250.00          | \$ 25,000.00 |   | \$360.00                  | \$ 36,000.00 |   | \$180.00       | \$ 18,000.00 |
| 29 | 25   | 150      | LF    | 24" Poly Pipe Liner              | \$160.00     | \$ 24,000.00 |   | \$330.00          | \$ 49,500.00 |   | \$450.00                  | \$ 67,500.00 |   | \$200.00       | \$ 30,000.00 |
| 30 | 26   | 100      | LF    | 27" Poly Pipe Liner              | \$180.00     | \$ 18,000.00 |   | \$350.00          | \$ 35,000.00 |   | \$500.00                  | \$ 50,000.00 |   | \$220.00       | \$ 22,000.00 |
| 31 | 27   | 150      | LF    | 30" Poly Pipe Liner              | \$230.00     | \$ 34,500.00 |   | \$370.00          | \$ 55,500.00 |   | \$525.00                  | \$ 78,750.00 |   | \$250.00       | \$ 37,500.00 |
| 32 | 28   | 100      | LF    | 36" Poly Pipe Liner              | \$250.00     | \$ 25,000.00 |   | \$400.00          | \$ 40,000.00 |   | \$800.00                  | \$ 80,000.00 |   | \$300.00       | \$ 30,000.00 |



**PURCHASING DEPARTMENT  
INVITATION TO BID (ITB) 24-01  
Standby Construction Service**

|    | A    | B        | C     | D                                                                                                                                                                                           | E            | F                      | G | H                 | I                      | J | K                         | L                      | M | N              | O                      |
|----|------|----------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------|---|-------------------|------------------------|---|---------------------------|------------------------|---|----------------|------------------------|
| 3  |      |          |       |                                                                                                                                                                                             | DAF Concrete |                        |   | Kemi Construction |                        |   | Meriwether Site Solutions |                        |   | Mitchell Group |                        |
| 4  | Item | Quantity | Units | Description                                                                                                                                                                                 | Price        | Total Cost             |   | Price             | Total Cost             |   | Price                     | Total Cost             |   | Price          | Total Cost             |
| 33 | 29   | 100      | LF    | 42" Poly Pipe Liner                                                                                                                                                                         | \$25.00      | \$ 2,500.00            |   | \$450.00          | \$ 45,000.00           |   | \$985.00                  | \$ 98,500.00           |   | \$350.00       | \$ 35,000.00           |
| 34 | 30   | 200      | LF    | 24" High back curb remove and replace                                                                                                                                                       | \$25.00      | \$ 5,000.00            |   | \$85.00           | \$ 17,000.00           |   | \$45.00                   | \$ 9,000.00            |   | \$40.00        | \$ 8,000.00            |
| 35 | 31   | 50       | TON   | Classified Stone (#57, 3 & 5)                                                                                                                                                               | \$50.00      | \$ 2,500.00            |   | \$100.00          | \$ 5,000.00            |   | \$52.00                   | \$ 2,600.00            |   | \$64.00        | \$ 3,200.00            |
| 36 | 32   | 100      | SY    | Concrete Sidewalk                                                                                                                                                                           | \$45.00      | \$ 4,500.00            |   | \$120.00          | \$ 12,000.00           |   | \$85.00                   | \$ 8,500.00            |   | \$78.00        | \$ 7,800.00            |
| 37 | 33   | 100      | TON   | Stone Plain Rip-Rap, Type 1                                                                                                                                                                 | \$40.00      | \$ 4,000.00            |   | \$100.00          | \$ 10,000.00           |   | \$70.00                   | \$ 7,000.00            |   | \$75.00        | \$ 7,500.00            |
| 38 | 34   | 20       | TON   | Stone Plain Rip-Rap, Type 3                                                                                                                                                                 | \$40.00      | \$ 800.00              |   | \$100.00          | \$ 2,000.00            |   | \$55.54                   | \$ 1,110.80            |   | \$85.00        | \$ 1,700.00            |
| 39 | 35   | 60       | CY    | Flowable Fill; 700 psi                                                                                                                                                                      | \$300.00     | \$ 18,000.00           |   | \$300.00          | \$ 18,000.00           |   | \$450.00                  | \$ 27,000.00           |   | \$220.00       | \$ 13,200.00           |
| 40 | 36   | 5        | EACH  | Mobilization for each project less than \$25,000                                                                                                                                            | \$5,000.00   | \$ 25,000.00           |   | \$2,000.00        | \$ 10,000.00           |   | \$3,500.00                | \$ 17,500.00           |   | \$1,000.00     | \$ 5,000.00            |
| 41 | 37   | 10       | EACH  | Mobilization for each project \$25,000 to \$75,000                                                                                                                                          | \$10,000.00  | \$ 100,000.00          |   | \$1,500.00        | \$ 15,000.00           |   | \$12,500.00               | \$ 125,000.00          |   | \$1,500.00     | \$ 15,000.00           |
| 42 | 38   | 7        | EACH  | Mobilization for each project more than \$75,000                                                                                                                                            | \$10,000.00  | \$ 70,000.00           |   | \$2,500.00        | \$ 17,500.00           |   | \$22,500.00               | \$ 157,500.00          |   | \$2,000.00     | \$ 14,000.00           |
| 43 | 39   | 500      | SY    | Asphalt Pavement Removal and Replacement Deep Base Repair                                                                                                                                   | \$35.00      | \$ 17,500.00           |   | \$200.00          | \$ 100,000.00          |   | \$300.00                  | \$ 150,000.00          |   | \$40.00        | \$ 20,000.00           |
| 44 | 40   | 1000     | SY    | Road Surface Milling less than 50 S.Y.                                                                                                                                                      | \$12.00      | \$ 12,000.00           |   | \$100.00          | \$ 100,000.00          |   | \$65.00                   | \$ 65,000.00           |   | \$35.00        | \$ 35,000.00           |
| 45 | 41   | 1000     | SY    | Road Surface Milling 50 S.Y. to 200 S.Y.                                                                                                                                                    | \$12.00      | \$ 12,000.00           |   | \$100.00          | \$ 100,000.00          |   | \$45.00                   | \$ 45,000.00           |   | \$38.00        | \$ 38,000.00           |
| 46 | 42   | 8000     | SY    | Road Surface Milling more than 200 S.Y.                                                                                                                                                     | \$11.00      | \$ 88,000.00           |   | \$45.00           | \$ 360,000.00          |   | \$22.00                   | \$ 176,000.00          |   | \$40.00        | \$ 320,000.00          |
| 47 | 43   | 10000    | SY    | Road Surface Overlay                                                                                                                                                                        | \$11.00      | \$ 110,000.00          |   | \$60.00           | \$ 600,000.00          |   | \$35.00                   | \$ 350,000.00          |   | \$60.00        | \$ 600,000.00          |
| 48 | 44   | 20       | HOURL | Superintendent                                                                                                                                                                              | \$30.00      | \$ 600.00              |   | \$120.00          | \$ 2,400.00            |   | \$95.00                   | \$ 1,900.00            |   | \$60.00        | \$ 1,200.00            |
| 49 | 45   | 40       | HOURL | Crew Truck - Fully equipped with tools and repair parts including but not limited to pipe saw, wacker-packer, chain saw, and miscellaneous hand tools, including foreman and three laborers | \$500.00     | \$ 20,000.00           |   | \$950.00          | \$ 38,000.00           |   | \$36.00                   | \$ 1,440.00            |   | \$120.00       | \$ 4,800.00            |
| 50 | 46   | 40       | HOURL | Rubber Tired Front End Loader with Trailer and Operator                                                                                                                                     | \$80.00      | \$ 3,200.00            |   | \$100.00          | \$ 4,000.00            |   | \$185.00                  | \$ 7,400.00            |   | \$60.00        | \$ 2,400.00            |
| 51 | 47   | 40       | HOURL | Rubber Tired Backhoe with Trailer and Operator                                                                                                                                              | \$80.00      | \$ 3,200.00            |   | \$125.00          | \$ 5,000.00            |   | \$145.00                  | \$ 5,800.00            |   | \$70.00        | \$ 2,800.00            |
| 52 | 48   | 40       | HOURL | Excavator with Trailer and Operator                                                                                                                                                         | \$80.00      | \$ 3,200.00            |   | \$200.00          | \$ 8,000.00            |   | \$225.00                  | \$ 9,000.00            |   | \$85.00        | \$ 3,400.00            |
| 53 | 49   | 20       | HOURL | Superintendent                                                                                                                                                                              | \$30.00      | \$ 600.00              |   | \$120.00          | \$ 2,400.00            |   | \$95.00                   | \$ 1,900.00            |   | \$60.00        | \$ 1,200.00            |
| 54 |      |          |       |                                                                                                                                                                                             |              |                        |   |                   |                        |   |                           |                        |   |                |                        |
| 55 |      |          |       |                                                                                                                                                                                             |              |                        |   |                   |                        |   |                           |                        |   |                |                        |
| 56 |      |          |       | <b>Total</b>                                                                                                                                                                                |              | <b>\$ 1,071,250.00</b> |   |                   | <b>\$ 2,225,100.00</b> |   |                           | <b>\$ 1,805,950.80</b> |   |                | <b>\$ 1,464,520.00</b> |

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** The Public Works Department is requesting the Council to approve the Intergovernmental Agreement (IGA) for the Cedar Grove Road and Rivertown Road Intersection Improvement with the City of Atlanta Department of Watershed Management (DWM).

**DATE:** March 26, 2024

**SUBJECT:** The Public Works Department is requesting the Council to approve the Intergovernmental Agreement (IGA) for the Cedar Grove Road and Rivertown Road Intersection Improvement with the City of Atlanta Department of Watershed Management (DWM).

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description           | Type       | Upload Date |
|-----------------------|------------|-------------|
| OSI 614_IGA (COSF) CG | Cover Memo | 3/22/2024   |

# **INTERGOVERNMENTAL AGREEMENT**

**BY AND BETWEEN  
CITY OF SOUTH FULTON, GEORGIA  
AND  
THE CITY OF ATLANTA, GEORGIA**

**PROJECT OSI 614  
CEDAR GROVE ROAD @ RIVERTOWN ROAD  
INTERSECTION IMPROVEMENT PROJECT**



**Atlanta, Georgia**

**Andre Dickens  
Mayor  
City of Atlanta**

**Mikita K. Browning  
Commissioner  
Department of Watershed Management**

**Reginald Wells  
Interim Deputy Commissioner  
Office of Engineering Services**

# **INTERGOVERNMENTAL AGREEMENT**

**INTERGOVERNMENTAL AGREEMENT FOR PROJECT OSI 614 CEDAR GROVE ROAD @ RIVERTOWN ROAD INTERSECTION IMPROVEMENT  
PROJECT**



## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement"), is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **City of South Fulton, Georgia**, a municipal corporation of the State of Georgia, referred to herein as ("Project Sponsor") and the **City of Atlanta, Georgia**, ("Atlanta") a municipal corporation of the State of Georgia, by and through the City of Atlanta's Department of Watershed Management ("DWM") (collectively, "Project Sponsor" and "Atlanta" may be referred to herein as "Parties" or individually as "Party"). ***Project OSI 614 Cedar Grove Road @ Rivertown Road Intersection Improvement Project*** referred to herein as ("Project").

**WHEREAS**, the Project Sponsor has agreed to participate in the Project for the purpose of the following scopes:

**OSI 614 Cedar Grove Road @ Rivertown Road Intersection Improvement Project** This intersection improvement project includes adding a circular roundabout improving drainage, curb & gutter, streetlights, and 5-foot-wide sidewalks.

**WHEREAS**, the Project Sponsor is responsible for, among other things, competitively procuring a contractor for constructing the Project; entering a contract with the selected contractor ("Construction Contract"); securing all necessary rights of way for the Project; and resolving all utility conflicts affecting the Project; and

**WHEREAS**, DWM has existing water facilities ("Facilities") that conflict with the Project that must be relocated, and/or adjusted to accommodate the Project. DWM's scope of work includes removing: three (3) fire hydrants, adjusting: four (4) water meter boxes; and two (2) water valves and boxes; Installing: three (3) fire hydrants; and other appurtenances to accommodate the intersection improvement project and other appurtenances as required.

**WHEREAS**, the Parties desire to enter into an Intergovernmental Agreement that allows the Project Sponsor to include the construction work for installation, relocation and/or adjustment of the Facilities needed to accommodate the Project in accordance with Atlanta's designs, standards and specifications; and

**WHEREAS**, Atlanta has agreed to participate in the design and construction costs in connection with the installation, relocation and/or adjustment of the Facilities to accommodate the Project, which will also include making certain necessary improvements and upgrades to the Facilities desired by DWM ("DWM Improvements"); and the DWM Improvements will be included as part of the Project and constructed by the competitively selected contractor for the Project; and

**WHEREAS**, Atlanta will provide to the Project Sponsor, at Atlanta's expense and prior to the solicitation for the Project, the final design drawings, plans and specifications for the construction of the DWM Improvements and such design drawings, plans and specifications will be made part of the bidding package and construction plans for the Project, in accordance with this Agreement ("DWM Improvement Plans"); and

**WHEREAS**, Atlanta has further agreed to contribute to the Project Costs (as defined below in Section 1.1 and described in Sections 1.2.1 through 1.2.5) for the construction of the DWM Improvements

and, as such, desires to enter into this Agreement with the Project Sponsor for the purpose of defining the terms and conditions as between the Parties for Atlanta's contribution to the Project Costs for the construction of the DWM Improvements, which costs are estimated not to exceed Fifty-Six Thousand Twenty-Five Dollars and Zero Cents (\$56,025.00); and

**WHEREAS**, the Constitution of the State of Georgia authorizes intergovernmental agreements whereby governmental entities may contract with one another "for joint services, for the provision of services, or for joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga Const. Art. IX, Sec. III, Par. I; and

**WHEREAS**, Atlanta has determined that participation in the Project Costs, pursuant to this Agreement, is in its best interests and will, among other things, reduce and/or eliminate costs associated with erosion and sedimentation control measures, mobilization and traffic control; and

**WHEREAS**, subject to the terms and conditions set forth herein, the Parties have agreed to execute this Agreement, defining the terms and conditions of the Parties related to the Facilities and the DWM Improvements and Atlanta's contribution of the Project Costs.

### **STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, in consideration of TEN AND 00/100 DOLLARS (\$10.00) and the mutual agreements and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

#### **Section 1. Atlanta Contribution.**

1.1. **Atlanta Authority.** Atlanta hereby acknowledges and agrees that pursuant to Resolution No. 23-R-4354 the Mayor is authorized to execute this Agreement. Furthermore, pursuant to 23-R-4354 and this Agreement, Atlanta is authorized to and shall contribute an amount not to exceed Fifty-Six Thousand Twenty-Five Dollars and Zero Cents (\$56,025.00); ("Project Costs") for the DWM Improvements to the Project Sponsor for the purpose of funding the DWM Improvements, in accordance with the terms and conditions of this Agreement ("DWM Contribution").

1.2. **Payment.** Atlanta agrees to and shall pay the Project Sponsor 100% of the DWM Contribution, in the total amount not to exceed Fifty-Six Thousand Twenty-Five Dollars and Zero Cents (\$56,025.00); estimated by Atlanta, within sixty (60) days of receipt of an invoice from the Project Sponsor. For purposes of this Agreement, "Project Costs" shall include the following costs described in Sections 1.2.1 through 1.2.5 associated with the construction, oversight, and management of the DWM Improvements, but shall not include such costs generally associated with the Project and not related to the DWM Improvements:

1.2.1. Costs of labor, materials, bond premiums (payment and performance bonds), permit fees, impact fees, approval fees, license fees, inspection fees, certification fees, easement costs, utilities, equipment (acquired or rented), applicable governmental permits, environmental site assessments, hazardous material removal, environmental mitigation and remediation and similar items incorporated into, consumed in the construction of the DWM Improvements or necessary for the construction of the DWM Improvements and compliance with this Agreement and any related site or landscaping work

incorporated in or related to the DWM Improvements, including but not limited to all costs incurred by the Project Sponsor;

1.2.2. Consulting, construction management, design and engineering fees and expenses paid or incurred for outside consultants, designer and engineers in connection with the construction of the DWM Improvements, including any needed borings, soil analysis or other geotechnical services that are required outside of the DWM Plans;

1.2.3. Tree recompense or tree ordinance compliance expenses, if any;

1.2.4. Cost for the acquisition of temporary construction easements and permanent easement on which the subject improvements shall be constructed (if any); and

1.2.5. Costs for all surveys, plats, environmental assessment and environmental site restoration and mitigation, title work, title insurance policies, attorneys' fees for closing and other costs and all other costs associated with acquiring the rights of way needed for the DWM Improvements, and after completion of the DWM Improvements, conveying such rights of way to Atlanta.

1.3. Project Costs Overruns. Atlanta shall not be responsible for any Project Costs that exceed the amount specified in Section 1.2, unless Atlanta provides prior approval of any such cost overruns. The Project Sponsor shall promptly notify Atlanta of any anticipated cost overruns or notifications received by the Project Sponsor associated with unforeseen conditions or changes that affect the DWM Improvements prior to performing work associated with such cost overruns. Atlanta shall, within thirty (30) days after receiving such notice, notify the Project Sponsor whether the costs overruns are approved or disapproved. The Project Sponsor has the authority to not proceed with the work associated with said cost overruns until Atlanta has provided the required approval. If the costs overruns are not approved, the Project Sponsor is not required to perform the work associated with said cost overruns. No changes in the DWM Improvement Plans may be made without Atlanta's approval.

1.4. Project Costs Underruns. Atlanta shall not be responsible for the total estimated Project Costs amount specified in Section 1.2 if the actual Project Costs for the DWM Improvements are less than the estimated Project Costs amount specified in Section 1.2.

1.5. Final Accounting. Within thirty (30) days from Dedication and Acceptance of the DWM Improvements, as defined in Section 6, the Project Sponsor shall submit a revised invoice to Atlanta that represents a final accounting of the actual Project Costs, including any approved Project Costs Overruns, as defined in Section 1.3, and any Project Costs Underruns, as defined in Section 1.4. If the amount of the actual Project Costs is greater than the projected Project Costs, if approved by Atlanta, Atlanta shall, within ninety (90) days of receipt of the revised invoice, remit payment to the Project Sponsor for the difference. If the amount of the actual Project Costs is less than the projected Project Costs, the Project Sponsor shall, within ninety (90) days of sending the revised invoice, remit payment to Atlanta for the difference.

## **Section 2. Atlanta's Obligations.**

2.1. General Obligation. Atlanta shall design the installation, relocation and/or adjustment of its Facilities in accordance with the terms and conditions of this Agreement and all applicable local, state and federal laws, regulations, policies and standards. The cost of such DWM Improvement Plans will be

the sole responsibility of Atlanta. DWM Improvement Plans shall be delivered to the Project Sponsor upon execution of this Agreement and prior to the Project Sponsor advertising the Project for bidding.

2.2. Plan Design. The DWM Improvement Plans shall provide for installation, relocation and/or adjustment of the Facilities in accordance with the Georgia Department of Transportation's standard pay items and procedures for including such items in the Project Agreements.

### **Section 3. Project Sponsor's Obligations.**

3.1. General Obligation. The Project Sponsor shall construct or cause, through its contractors, to construct the DWM Improvements in accordance with the DWM Improvement Plans, the terms and conditions of this Agreement and all applicable local, state and federal laws, regulations, policies and standards.

3.2 Construction Contract. If the parties agree that a Construction Contract is applicable, the Project Sponsor shall provide a copy of the Construction Contract, and any proposed change orders, modifications, or amendments to the Construction Contract, to Atlanta for review and approval (as it pertains to the DWM Improvements), prior to executing the Construction Contract, change order, modification, or amendment (as the case may be).

3.3. Permits, approvals, licenses, inspection and certifications, fees. The Project Sponsor shall be responsible for obtaining all permits, licenses, certifications, and inspections, necessary for the construction of the DWM Improvements.

#### **3.4. Construction of the Project.**

3.4.1. If any proposed construction and/or land disturbance activities will occur in or around rights of way owned, accessed or maintained by Atlanta, the Project Sponsor, if applicable to the project, will seek the necessary approval and/or permits. Accordingly, and subject to a relevant permit being issued by Atlanta, through the Atlanta Department of Transportation, Atlanta hereby consents to and authorizes the Project Sponsor, its agents, representatives, and contractors a right of entry onto rights of way owned and maintained by Atlanta for the purpose of constructing the DWM Improvements, which work shall be performed in accordance with this Agreement and the DWM Improvement Plans. The Project Sponsor agrees that this right to use Atlanta's rights of way shall be non-exclusive and temporary and shall terminate upon the completion of the DWM Improvements and shall be and is subject to any existing agreements of record that Atlanta has with any third party, including a public utility.

3.4.2. The Project Sponsor shall acquire all permanent and temporary easements, rights of access or other interests necessary to complete the construction of the DWM Project (if any). Upon the completion of the DWM Project and upon the dedication and Final Acceptance of the DWM Improvements, as defined below, Project Sponsors shall dedicate and assign all permanent easements to Atlanta for the DWM Improvements.

3.4.3. The construction of the DWM Improvements shall be completed lien free, in a good workmanlike manner, free of material defects and in compliance with the requirements of all applicable federal, state and local permits, ordinances, building codes, procedures, rules, and regulations and in substantial conformity with the DWM Improvement Plans and this Agreement.



3.4.4. The Project Sponsor shall cause the repair of any damage to any of the Facilities, any public or private utilities, or any private property caused by or related to Project Sponsor's construction activities or take appropriate measures if such activities are a threat to the public health, safety or welfare, including without limitation, dangers or threats to persons or real and personal property within the limits of the DWM Improvements.

3.4.5. The Project Sponsor shall require that all contractors, subcontractors or suppliers comply with the applicable provisions of federal, state and local safety laws; perform work in a good workmanlike manner; and take all measures necessary in an effort to prevent accidents, damages, injury or loss to persons and property in the construction of the DWM Improvements.

#### **Section 4. Bonds, Insurance and Indemnification.**

4.1. Bonds and Insurance. The Project Sponsor shall ensure that its contractors or subcontractors for the construction for the DWM Improvements provide performance and payment bonds for 100% of the costs of the DWM Improvements. Additionally, the Project Sponsor shall cause the contractor for the Project to maintain a policy of general liability insurance, which names Atlanta as an additional insured. Prior to the Project Sponsor issuing a notice to proceed for the construction of the DWM Improvements, the Project Sponsor shall provide a copy of said bonds and a certificate of insurance for all applicable insurance policies.

4.2. Indemnification. The Project Sponsor shall insert terms in the Construction Contract for the Project that requires the Project contractor to indemnify and hold harmless Atlanta, its agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent and/or wrongful conduct, acts or omissions of the Contractor, subcontractor or its agents, employees and/or assigns in the performance of the DWM Improvements ("Indemnification Obligation"). The Indemnification Obligation shall not be waived or reduced because Atlanta approved, required modification of or did not require modification of any plan, calculation or specification submitted by or on behalf of the Project Sponsor concerning or relating to the construction of the DWM Improvements. The obligations to indemnify and/or hold harmless shall not extend to the Architect-Engineer, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications or Contract Documents, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents, or employees providing such giving or failure to give is the primary cause of the injury or damage.

4.3. Relevant Agreements. The Project Sponsor shall provide Atlanta with copies of all relevant agreements, bonds and insurance certificates evidencing compliance with Section 4 of this Agreement prior to and as a condition of commencement of work on the DWM Improvements.

#### **Section 5. Inspection and Maintenance of Records.**

5.1. Inspection. Atlanta shall have the right to visit and inspect, monitor, and evaluate the DWM Improvements work at any time to ensure that the work is performed in accordance with the terms of this Agreement, including without limitation, providing an onsite inspector to monitor the daily work. The cost of any visits or inspections by Atlanta will be the responsibility of Atlanta. At any time, Atlanta determines that construction is resulting in materially defective work, Atlanta shall provide notice to the Project Sponsor, and the Project Sponsor shall immediately cause to remedy, at the Project Sponsor's

expense, any such identified defects as directed by Atlanta. The Project Sponsor agrees to notify Atlanta when all DWM Improvements work is complete and ready for final inspection and invite Atlanta to attend the final inspection or provide a corrections list to the Project Sponsor prior to the final inspection.

5.2. Records. The Project Sponsor shall, and the Project Sponsor shall cause the Project contractor to, keep records, books, correspondence, instructions, drawings, receipts, vouchers, and other documents related to the construction of the Project ("Records"). Such Records shall be kept in good order and in conformance with generally accepted accounting principles. The Project Sponsor shall maintain the Records for a minimum period of four (4) years after the completion of the DWM Improvements. The Project Sponsor shall provide access to Atlanta upon request to all Records for inspection, review, analysis, and, if deemed necessary and appropriate, for an audit at Atlanta's expense.

## **Section 6. Facilities Maintenance, Acceptance and Dedication.**

6.1. Maintenance. After award and execution for the construction of the Project Agreement, Atlanta will continue to maintain its Facilities until the DWM Improvements work begins on any segment; and once the DWM Improvements work begins, the Project Sponsor will be responsible for the maintenance and operation of the DWM Improvements until such time as the DWM Improvements are Accepted by Atlanta, in accordance with Section 6.3.

6.2. Dedication. Upon completion of the DWM Improvements in accordance with this Agreement, the Project Sponsor shall notify Atlanta of its intent to dedicate the DWM Improvements and all applicable permanent easements (if any) to Atlanta.

6.3. Acceptance. Atlanta shall accept the dedication of the DWM Improvements in writing and conditioned upon the following:

6.3.1. The Project Sponsor completes the DWM Improvements in accordance with the DWM Improvement Plans;

6.3.2. The Project Sponsor provides certified as-built drawings of the completed DWM Improvements, as approved by Atlanta; such approval of Atlanta shall not be unreasonably delayed, conditioned or withheld;

6.3.3. All construction is properly inspected by Atlanta and meets all applicable testing to the satisfaction of Atlanta; and

6.3.4. The Project Sponsor provides a two-year maintenance bond for all DWM Improvements to Atlanta.

## **Section 7. Miscellaneous Provisions.**

7.1. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement shall not be modified in any respect except by written instrument executed by or on behalf of the Parties in the manner as this Agreement is executed and specifically referencing such a modification or amendment.

7.2. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their heirs, successors, executors and assigns.

7.3. Severability. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been apart hereof.

7.4. Notices. Notices and reports described herein shall be delivered or sent to the parties as follows:

To Project Sponsor:

|                              |     |                              |
|------------------------------|-----|------------------------------|
| Mayor Khalid Kamau           | and | Antonio M. Valenzuela        |
| City Hall                    |     | City Hall                    |
| 5440 Fulton Industrial Blvd. |     | 5440 Fulton Industrial Blvd. |
| Atlanta, GA 30336            |     | Atlanta, GA 30336            |
| 470-809- 7721                |     | 770-964-2244                 |

With a copy to:

City Attorney  
Vincent D. Hyman, Esq  
City Hall  
5440 Fulton Industrial Blvd.  
Atlanta, GA 30336  
470-338-5095

To the City:

Mikita Browning,  
Commissioner  
Department of Watershed Management  
72 Marietta Street, NW  
Atlanta, GA 30303

With a copy to:

City Attorney  
Suite 5000, City Hall  
55 Trinity Avenue, SW  
Atlanta, GA 30303

Either Party may, at any time, change its respective address or telephone number by sending written notice to the other Party of the change.

7.5. Entire Agreement; Amendment; Waiver; Counterparts. This Agreement constitutes the entire agreement between the Parties; it supersedes any prior agreement or understandings between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. This Agreement may not be amended or modified except by an instrument in writing signed by both Parties hereto. Waiver of any term or condition of this Agreement shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7.6. Governance. This Agreement shall be governed by the laws of the State of Georgia.

7.7. Default and Termination. Notwithstanding the foregoing, if the Project Sponsor defaults in the performance of their obligations as set forth herein, and fails to cure such default within thirty (30) days of Atlanta's written notice to the Project Sponsor of such default (or if such default is not capable of being cured within thirty (30) days, the Project Sponsor has not commenced and diligently pursued such cure to completion within a reasonable amount of time), this Agreement may be terminated by Atlanta upon five (5) days' prior written notice to the Project Sponsor. In the event of termination, the Project Sponsor shall retain a portion of the Project Costs paid by Atlanta equivalent to work actually performed. The remainder of the Project Costs shall be reimbursed to Atlanta within sixty (60) days of the termination date. In the event the Project is abandoned or terminated early by the Project Sponsor before the DWM Improvements are completed, the Project Sponsor shall reimburse to Atlanta the portion of the Project Costs remaining at the time of such early termination or Project abandonment within sixty (60) days of the date of such early termination or Project abandonment.

7.8. Time. Time is and shall be of the essence in this Agreement.

**IN WITNESS WHEREOF**, Atlanta and the Project Sponsor have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

**PROJECT SPONSOR:  
CITY OF SOUTH FULTON**

By: \_\_\_\_\_  
Mayor

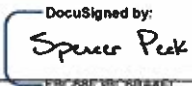
Attest:  
\_\_\_\_\_  
City Clerk

Approved as to Form:

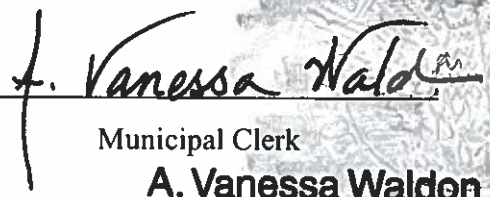
\_\_\_\_\_  
City Attorney, City of South Fulton

**CITY OF ATLANTA**

Approved as to form:

By:   
\_\_\_\_\_  
Senior Attorney

By:   
\_\_\_\_\_  
Mayor

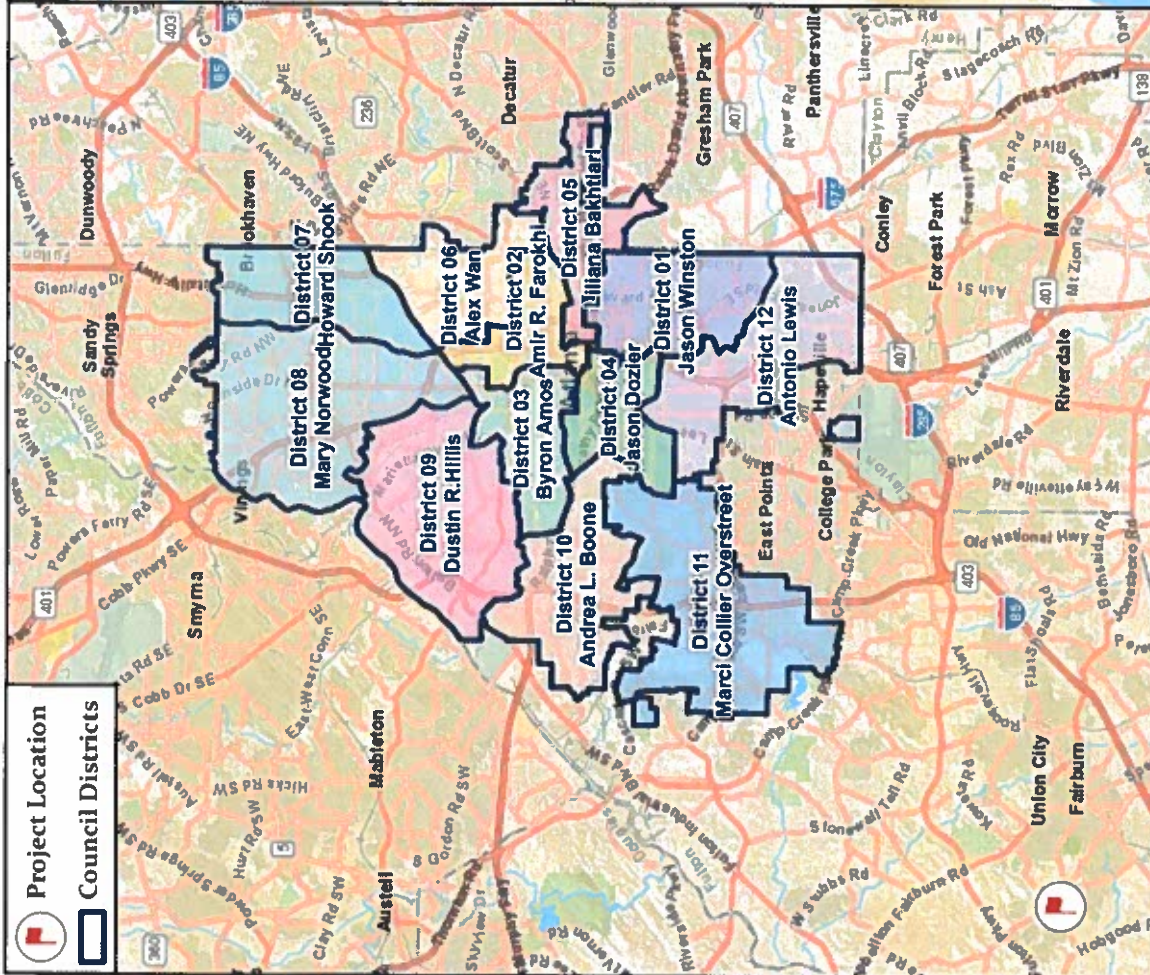
Attest:   
\_\_\_\_\_  
Municipal Clerk  
**A. Vanessa Waldon**  
Municipal Clerk



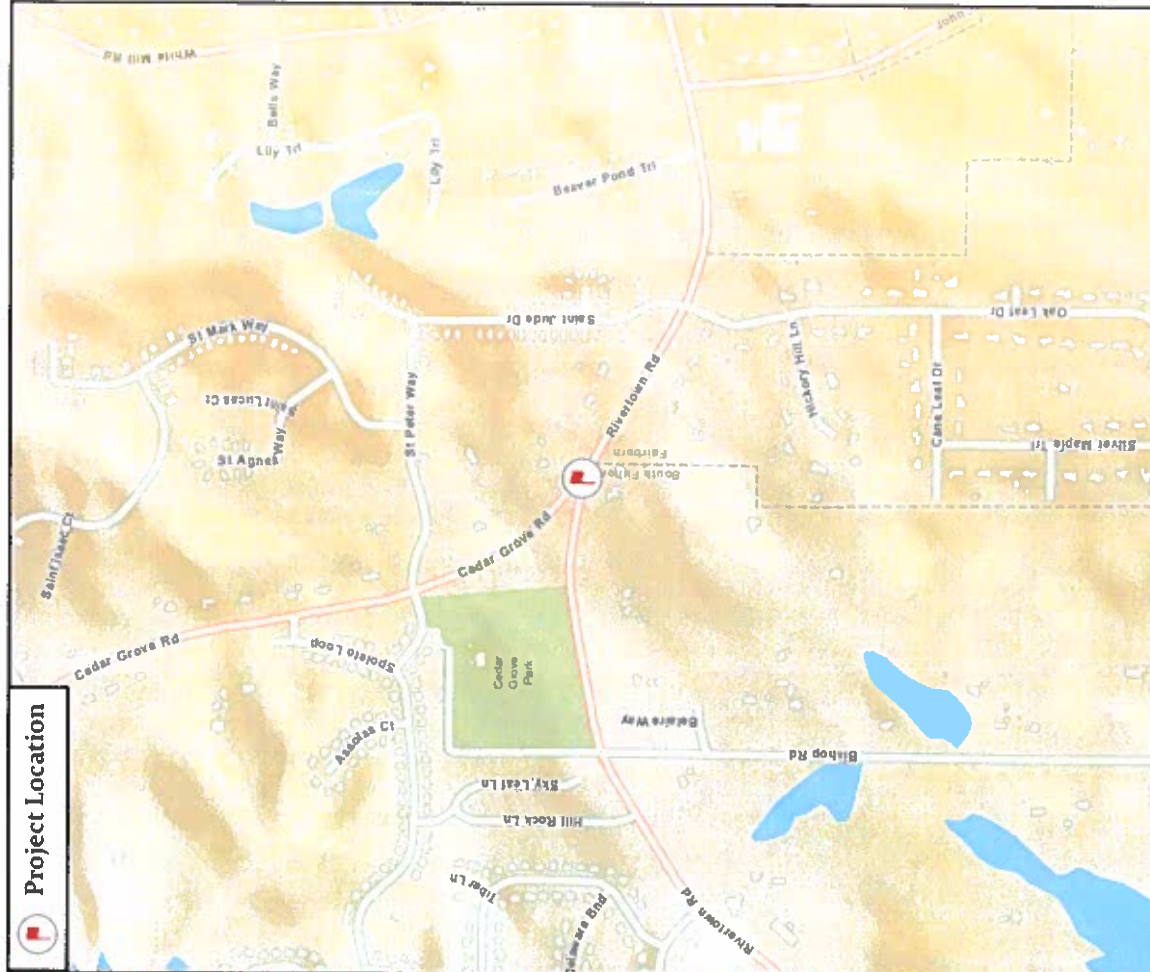
# **VICINITY AND LOCATION MAP**

# OSI 614 Cedar Grove Road @ Rivertown Road Intersection Improvement Project

## VICINITY MAP



## LOCATION MAP



THIS MAP IS PROVIDED AS A PUBLIC SERVICE  
The City of Atlanta has made known that this data contains known errors and inconsistencies. The City of Atlanta in no way ensures, represents, or warrants the accuracy and/or reliability of the Data and/or map products being developed. The user of the Data and/or map products assumes all risks and liabilities which may arise from the information produced by Maps or Data furnished to User by the City of Atlanta.



|                   |                                   |
|-------------------|-----------------------------------|
| COORDINATE SYSTEM | NAD 1983 STATE PLANE GEORGIA WEST |
| MAP UNITS         | U.S. SURVEY FEET                  |
| DATE              | 7/27/2023                         |
| AUTHOR            | DWM GIS                           |
| TITLE             | Request                           |
| MAP SCALE         | 1:12,502                          |

# **LEGISLATION 23-R-4354**

**INTERGOVERNMENTAL AGREEMENT FOR PROJECT OSI 614 CEDAR GROVE ROAD @ RIVERTOWN ROAD INTERSECTION IMPROVEMENT PROJECT**





**CITY COUNCIL  
ATLANTA, GEORGIA**

**23-R-4354**

**A RESOLUTION BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SOUTH FULTON, GEORGIA, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, FOR THE PURPOSE OF ADJUSTING WATER AND SEWER FACILITIES THAT ARE IN CONFLICT WITH THE CITY OF SOUTH FULTON'S CEDAR GROVE ROAD AT RIVERTOWN ROAD INTERSECTION IMPROVEMENT PROJECT (OSI 614), IN FULTON COUNTY, IN AN AMOUNT NOT TO EXCEED FIFTY-SIX THOUSAND TWENTY-FIVE DOLLARS AND ZERO CENTS (\$56,025.00); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED; AND FOR OTHER PURPOSES.**

WHEREAS, the City of South Fulton ("COSF") is currently undertaking the Cedar Grove Road at Rivertown Road Intersection Improvement Project (OSI 614), in Fulton County ("Project") to improve safety and road access by upgrading sidewalks, pedestrian facilities, and other appurtenances; and

WHEREAS, the City of Atlanta ("City") Department of Watershed Management ("Department") owns water and sewer infrastructure ("Facilities") that presents a conflict with the construction of the Project and must be relocated, removed, and/or adjusted to accommodate the Project; and

WHEREAS, the Department and COSF have determined that the most effective and economical means for relocating and/or adjusting the Facilities is to include the work as part of the Project, in accordance with an intergovernmental agreement in substantially the same form as the agreement attached hereto as Exhibit A; and

WHEREAS, by including the relocation and/or adjustment of the Facilities in the Project, the City gains the benefit of eliminating or reducing costs associated with mobilization, traffic control, and limiting City liability to contractor delay claims; and

WHEREAS, the Commissioner of the Department of Watershed Management recommends entering into an Intergovernmental Agreement with the City of South Fulton for the relocation and/or adjustment of the Facilities as part of the Project in an amount not to exceed Fifty-Six Thousand Twenty-Five Dollars and Zero Cents (\$56,025.00).

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 an Intergovernmental Agreement with the City of South Fulton, Georgia, in a form substantially similar to the agreement attached hereto as Exhibit A, to adjust the Facilities as part of the Project, on behalf of the Department of Watershed Management, in an amount not to exceed Fifty-Six Thousand Twenty-Five Dollars and Zero Cents (\$56,025.00).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is authorized to issue purchase orders with respect to the Intergovernmental Agreement.

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from:

FDOA:

5052 (Water & Wastewater Renewal & Extension Fund), 171005 (DWM Infrastructure Appurtenances), 5414002 (Facilities Other Than Bldgs/Infrastructure- Cip), 4410000 (Water Administration), 110893 (Utilities GDOT & Municipal) 21391 (5052 Watershed Renewal And Extension 9999)

PTAEO:

17110893 (Utilities GDOT & Municipal), 115 (Utility Relocation FY2023) 505221391 (5052 Watershed and Extension 9999), 5414002 (Facilities Other Than Bldgs/Infrastructure- Cip), COA

BE IT FURTHER RESOLVED, that the City Attorney, or her designee, is directed to prepare all appropriate documents for execution by the Mayor, or his authorized designee.

BE IT FINALLY RESOLVED, that the Intergovernmental Agreement will not become binding on the City and the City will incur no obligation or liability under it until it has been approved as to form by the City Attorney, or her designee, executed by the Mayor, or his designee, attested to by the Municipal Clerk, and delivered to the City of South Fulton.

A true copy,



A. Vanessa Waldon

Municipal Clerk

ADOPTED by the Atlanta City Council  
APPROVED per City Charter Sec 2-403

NOV 06, 2023  
NOV 15, 2023



GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** The Public Works Department is requesting the Council to approve the Intergovernmental Agreement (IGA) for the Enon Road Over Camp Creek Tributary Culvert Replacement with the City of Atlanta Department of Watershed Management (DWM).

**DATE:** March 26, 2024

**SUBJECT:** The Public Works Department is requesting the Council to approve the Intergovernmental Agreement (IGA) for the Enon Road Over Camp Creek Tributary Culvert Replacement with the City of Atlanta Department of Watershed Management (DWM).

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                                  | Type       | Upload Date |
|----------------------------------------------|------------|-------------|
| B501 Enon Road Over Camp Creek Tributary IGA | Cover Memo | 3/22/2024   |
| Agenda Item Summary (2) Enon                 | Cover Memo | 3/22/2024   |

# **INTERGOVERNMENTAL AGREEMENT**

**BY AND BETWEEN  
CITY OF SOUTH FULTON, GEORGIA  
AND  
THE CITY OF ATLANTA, GEORGIA**

**CULVERT REPLACEMENT PROJECT B501  
ENON ROAD OVER CAMP CREEK TRIBUTARY**



**Atlanta, Georgia**

**Andre Dickens  
Mayor  
City of Atlanta**

**Mikita K. Browning  
Commissioner  
Department of Watershed Management**

**Rob Bocarro  
Deputy Commissioner  
Office of Engineering Services**

# **INTERGOVERNMENTAL AGREEMENT**

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement"), is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **City of South Fulton, Georgia**, a municipal corporation of the State of Georgia, referred to herein as ("Project Sponsor") and the **City of Atlanta, Georgia**, ("Atlanta") a municipal corporation of the State of Georgia, by and through the City of Atlanta's Department of Watershed Management ("DWM") (collectively, "Project Sponsor" and "Atlanta" may be referred to herein as "Parties" or individually as "Party"). ***B501 Enon Road Culvert Replacement Over Camp Creek Tributary*** referred to herein as ("Project").

**WHEREAS**, the Project Sponsor has agreed to participate in the Project for the purpose of the following scopes:

### **B501 ENON ROAD CULVERT REPLACEMENT OVER CAMP CREEP TRIBUTARY**

This is a Culvert replacing project on Enon Road over Camp Creek Tributary and adding new storm pipe and drainage with riprap.

**WHEREAS**, the Project Sponsor is responsible for, among other things, competitively procuring a contractor for constructing the Project; entering into a contract with the selected contractor ("Construction Contract"); securing all necessary rights of way for the Project; and resolving all utility conflicts affecting the Project; and

**WHEREAS**, DWM has existing water facilities ("Facilities") that conflict with the Project that must be relocated, and/or adjusted to accommodate the Project. The DWM scope will consist generally of relocate 12 inch existing water line and one (1) existing fire hydrant.

**WHEREAS**, the Parties desire to enter into an Intergovernmental Agreement that allows the Project Sponsor to include the construction work for installation, relocation and/or adjustment of the Facilities needed to accommodate the Project in accordance with Atlanta's designs, standards and specifications; and

**WHEREAS**, Atlanta has agreed to participate in the design and construction costs in connection with the installation, relocation and/or adjustment of the Facilities to accommodate the Project, which will also include making certain necessary improvements and upgrades to the Facilities desired by DWM ("DWM Improvements"); and the DWM Improvements will be included as part of the Project and constructed by the competitively selected contractor for the Project; and

**WHEREAS**, Atlanta will provide to the Project Sponsor, at Atlanta's expense and prior to the solicitation for the Project, the final design drawings, plans and specifications for the construction of the DWM Improvements and such design drawings, plans and specifications will be made part of the bidding package and construction plans for the Project, in accordance with this Agreement ("DWM Improvement Plans"); and

**WHEREAS**, Atlanta has further agreed to contribute to the Project Costs (as defined below in Section 1.1 and described in Sections 1.2.1 through 1.2.5) for the construction of the DWM Improvements and, as such, desires to enter into this Agreement with the Project Sponsor for the purpose of defining the terms and conditions as between the Parties for Atlanta's contribution to the Project Costs for the

construction of the DWM Improvements, which costs are estimated not to exceed Fifty-Three Thousand Dollars and Zero Cents (\$53,000.00); and

**WHEREAS**, the Constitution of the State of Georgia authorizes intergovernmental agreements whereby governmental entities may contract with one another “for joint services, for the provision of services, or for joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga Const. Art. IX, Sec. III, Par. I; and

**WHEREAS**, Atlanta has determined that participation in the Project Costs, pursuant to this Agreement, is in its best interests and will, among other things, reduce and/or eliminate costs associated with erosion and sedimentation control measures, mobilization and traffic control; and

**WHEREAS**, subject to the terms and conditions set forth herein, the Parties have agreed to execute this Agreement, defining the terms and conditions of the Parties related to the Facilities and the DWM Improvements and Atlanta’s contribution of the Project Costs.

### **STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, in consideration of TEN AND 00/100 DOLLARS (\$10.00) and the mutual agreements and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

#### **Section 1. Atlanta Contribution.**

1.1. **Atlanta Authority.** Atlanta hereby acknowledges and agrees that pursuant to Resolution No. 22-R-3719 the Mayor is authorized to execute this Agreement. Furthermore, pursuant to 22-R-3719 and this Agreement, Atlanta is authorized to and shall contribute an amount not to exceed Fifty-Three Thousand Dollars and Zero Cents (\$53,000.00); (“Project Costs”) for the DWM Improvements to the Project Sponsor for the purpose of funding the DWM Improvements, in accordance with the terms and conditions of this Agreement (“DWM Contribution”).

1.2. **Payment.** Atlanta agrees to and shall pay the Project Sponsor 100% of the DWM Contribution, in the total amount not to exceed Fifty-Three Thousand Dollars and Zero Cents (\$53,000.00); estimated by Atlanta, within sixty (60) days of receipt of an invoice from the Project Sponsor. For purposes of this Agreement, “Project Costs” shall include the following costs described in Sections 1.2.1 through 1.2.5 associated with the construction, oversight, and management of the DWM Improvements, but shall not include such costs generally associated with the Project and not related to the DWM Improvements:

1.2.1. Costs of labor, materials, bond premiums (payment and performance bonds), permit fees, impact fees, approval fees, license fees, inspection fees, certification fees, easement costs, utilities, equipment (acquired or rented), applicable governmental permits, environmental site assessments, hazardous material removal, environmental mitigation and remediation and similar items incorporated into, consumed in the construction of the DWM Improvements or necessary for the construction of the DWM Improvements and compliance with this Agreement and any related site or landscaping work incorporated in or related to the DWM Improvements, including but not limited to all costs incurred by the Project Sponsor;



1.2.2. Consulting, construction management, design and engineering fees and expenses paid or incurred for outside consultants, designer and engineers in connection with the construction of the DWM Improvements, including any needed borings, soil analysis or other geotechnical services that are required outside of the DWM Plans;

1.2.3. Tree recompense or tree ordinance compliance expenses, if any;

1.2.4. Cost for the acquisition of temporary construction easements and permanent easement on which the subject improvements shall be constructed (if any); and

1.2.5. Costs for all surveys, plats, environmental assessment and environmental site restoration and mitigation, title work, title insurance policies, attorneys' fees for closing and other costs and all other costs associated with acquiring the rights of way needed for the DWM Improvements, and after completion of the DWM Improvements, conveying such rights of way to Atlanta.

1.3. Project Costs Overruns. Atlanta shall not be responsible for any Project Costs that exceed the amount specified in Section 1.2, unless Atlanta provides prior approval of any such cost overruns. The Project Sponsor shall promptly notify Atlanta of any anticipated cost overruns or notifications received by the Project Sponsor associated with unforeseen conditions or changes that affect the DWM Improvements prior to performing work associated with such cost overruns. Atlanta shall, within thirty (30) days after receiving such notice, notify the Project Sponsor whether the costs overruns are approved or disapproved. The Project Sponsor has the authority to not proceed with the work associated with said cost overruns until Atlanta has provided the required approval. If the costs overruns are not approved, the Project Sponsor is not required to perform the work associated with said cost overruns. No changes in the DWM Improvement Plans may be made without Atlanta's approval.

1.4. Project Costs Underruns. Atlanta shall not be responsible for the total estimated Project Costs amount specified in Section 1.2 if the actual Project Costs for the DWM Improvements are less than the estimated Project Costs amount specified in Section 1.2.

1.5. Final Accounting. Within thirty (30) days from Dedication and Acceptance of the DWM Improvements, as defined in Section 6, the Project Sponsor shall submit a revised invoice to Atlanta that represents a final accounting of the actual Project Costs, including any approved Project Costs Overruns, as defined in Section 1.3, and any Project Costs Underruns, as defined in Section 1.4. If the amount of the actual Project Costs is greater than the projected Project Costs, if approved by Atlanta, Atlanta shall, within ninety (90) days of receipt of the revised invoice, remit payment to the Project Sponsor for the difference. If the amount of the actual Project Costs is less than the projected Project Costs, the Project Sponsor shall, within ninety (90) days of sending the revised invoice, remit payment to Atlanta for the difference.

## **Section 2. Atlanta's Obligations.**

2.1. General Obligation. Atlanta shall design the installation, relocation and/or adjustment of its Facilities in accordance with the terms and conditions of this Agreement and all applicable local, state and federal laws, regulations, policies and standards. The cost of such DWM Improvement Plans will be the sole responsibility of Atlanta. DWM Improvement Plans shall be delivered to the Project Sponsor upon execution of this Agreement and prior to the Project Sponsor advertising the Project for bidding.

2.2. Plan Design. The DWM Improvement Plans shall provide for installation, relocation and/or adjustment of the Facilities in accordance with the Georgia Department of Transportation's standard pay items and procedures for including such items in the Project Agreements.

### **Section 3. Project Sponsor's Obligations.**

3.1. General Obligation. The Project Sponsor shall construct or cause, through its contractors, to construct the DWM Improvements in accordance with the DWM Improvement Plans, the terms and conditions of this Agreement and all applicable local, state and federal laws, regulations, policies and standards.

3.2 Construction Contract. If the parties agree that a Construction Contract is applicable, the Project Sponsor shall provide a copy of the Construction Contract, and any proposed change orders, modifications, or amendments to the Construction Contract, to Atlanta for review and approval (as it pertains to the DWM Improvements), prior to executing the Construction Contract, change order, modification, or amendment (as the case may be).

3.3. Permits, approvals, licenses, inspection and certifications, fees. The Project Sponsor shall be responsible for obtaining all permits, licenses, certifications, and inspections, necessary for the construction of the DWM Improvements.

#### 3.4. Construction of the Project.

3.4.1. If any proposed construction and/or land disturbance activities will occur in or around rights of way owned, accessed or maintained by Atlanta, the Project Sponsor, if applicable to the project, will seek the necessary approval and/or permits. Accordingly, and subject to a relevant permit being issued by Atlanta, through the Atlanta Department of Transportation, Atlanta hereby consents to and authorizes the Project Sponsor, its agents, representatives, and contractors a right of entry onto rights of way owned and maintained by Atlanta for the purpose of constructing the DWM Improvements, which work shall be performed in accordance with this Agreement and the DWM Improvement Plans. The Project Sponsor agrees that this right to use Atlanta's rights of way shall be non-exclusive and temporary and shall terminate upon the completion of the DWM Improvements and shall be and is subject to any existing agreements of record that Atlanta has with any third party, including a public utility.

3.4.2. The Project Sponsor shall acquire all permanent and temporary easements, rights of access or other interests necessary to complete the construction of the DWM Project (if any). Upon the completion of the DWM Project and upon the dedication and Final Acceptance of the DWM Improvements, as defined below, Project Sponsors shall dedicate and assign all permanent easements to Atlanta for the DWM Improvements.

3.4.3. The construction of the DWM Improvements shall be completed lien free, in a good workmanlike manner, free of material defects and in compliance with the requirements of all applicable federal, state and local permits, ordinances, building codes, procedures, rules, and regulations and in substantial conformity with the DWM Improvement Plans and this Agreement.

3.4.4. The Project Sponsor shall cause the repair of any damage to any of the Facilities, any public or private utilities, or any private property caused by or related to Project Sponsor's construction activities

or take appropriate measures in the event that such activities are a threat to the public health, safety or welfare, including without limitation, dangers or threats to persons or real and personal property within the limits of the DWM Improvements.

3.4.5. The Project Sponsor shall require that any and all contractors, subcontractors or suppliers comply with the applicable provisions of federal, state and local safety laws; perform work in a good workmanlike manner; and take all measures necessary in an effort to prevent accidents, damages, injury or loss to persons and property in the construction of the DWM Improvements.

#### **Section 4. Bonds, Insurance and Indemnification.**

4.1. Bonds and Insurance. The Project Sponsor shall ensure that its contractors or subcontractors for the construction for the DWM Improvements provide performance and payment bonds for 100% of the costs of the DWM Improvements. Additionally, the Project Sponsor shall cause the contractor for the Project to maintain a policy of general liability insurance, which names Atlanta as an additional insured. Prior to the Project Sponsor issuing a notice to proceed for the construction of the DWM Improvements, the Project Sponsor shall provide a copy of said bonds and a certificate of insurance for all applicable insurance policies.

4.2. Indemnification. The Project Sponsor shall insert terms in the Construction Contract for the Project that requires the Project contractor to indemnify and hold harmless Atlanta, its agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent and/or wrongful conduct, acts or omissions of the Contractor, subcontractor or its agents, employees and/or assigns in the performance of the DWM Improvements ("Indemnification Obligation"). The Indemnification Obligation shall not be waived or reduced because Atlanta approved, required modification of or did not require modification of any plan, calculation or specification submitted by or on behalf of the Project Sponsor concerning or relating to the construction of the DWM Improvements. The obligations to indemnify and/or hold harmless shall not extend to the Architect-Engineer, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications or Contract Documents, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents, or employees providing such giving or failure to give is the primary cause of the injury or damage.

4.3. Relevant Agreements. The Project Sponsor shall provide Atlanta with copies of all relevant agreements, bonds and insurance certificates evidencing compliance with Section 4 of this Agreement prior to and as a condition of commencement of work on the DWM Improvements.

#### **Section 5. Inspection and Maintenance of Records.**

5.1. Inspection. Atlanta shall have the right to visit and inspect, monitor and evaluate the DWM Improvements work at any time to ensure that the work is performed in accordance with the terms of this Agreement, including without limitation, providing an onsite inspector to monitor the daily work. The cost of any visits or inspections by Atlanta will be the responsibility of Atlanta. At any time Atlanta determines that construction is resulting in materially defective work, Atlanta shall provide notice to the Project Sponsor, and the Project Sponsor shall immediately cause to remedy, at the Project Sponsor's expense, any such identified defects as directed by Atlanta. The Project Sponsor agrees to notify Atlanta

when all DWM Improvements work is complete and ready for final inspection and invite Atlanta to attend the final inspection or provide a corrections list to the Project Sponsor prior to the final inspection.

5.2. Records. The Project Sponsor shall, and the Project Sponsor shall cause the Project contractor to, keep records, books, correspondence, instructions, drawings, receipts, vouchers, and other documents related to the construction of the Project ("Records"). Such Records shall be kept in good order and in conformance with generally accepted accounting principles. The Project Sponsor shall maintain the Records for a minimum period of four (4) years after the completion of the DWM Improvements. The Project Sponsor shall provide access to Atlanta upon request to all Records for inspection, review, analysis, and, if deemed necessary and appropriate, for an audit at Atlanta's expense.

## **Section 6. Facilities Maintenance, Acceptance and Dedication.**

6.1. Maintenance. After award and execution for the construction of the Project Agreement, Atlanta will continue to maintain its Facilities until the DWM Improvements work begins on any segment; and once the DWM Improvements work begins, the Project Sponsor will be responsible for the maintenance and operation of the DWM Improvements until such time as the DWM Improvements are Accepted by Atlanta, in accordance with Section 6.3.

6.2. Dedication. Upon completion of the DWM Improvements in accordance with this Agreement, the Project Sponsor shall notify Atlanta of its intent to dedicate the DWM Improvements and all applicable permanent easements (if any) to Atlanta.

6.3. Acceptance. Atlanta shall accept the dedication of the DWM Improvements in writing and conditioned upon the following:

6.3.1. The Project Sponsor completes the DWM Improvements in accordance with the DWM Improvement Plans;

6.3.2. The Project Sponsor provides certified as-built drawings of the completed DWM Improvements, as approved by Atlanta; such approval of Atlanta shall not be unreasonably delayed, conditioned or withheld;

6.3.3. All construction is properly inspected by Atlanta and meets all applicable testing to the satisfaction of Atlanta; and

6.3.4. The Project Sponsor provides a two-year maintenance bond for all DWM Improvements to Atlanta.

## **Section 7. Miscellaneous Provisions.**

7.1. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement shall not be modified in any respect except by written instrument executed by or on behalf of the Parties in the manner as this Agreement is executed and specifically referencing such a modification or amendment.

7.2. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their heirs, successors, executors and assigns.

7.3. Severability. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been apart hereof.

7.4. Notices. Notices and reports described herein shall be delivered or sent to the parties as follows:

To Project Sponsor:

|                              |     |                              |
|------------------------------|-----|------------------------------|
| Mayor Khalid Kamau           | and | Antonio M. Valenzuela        |
| City Hall                    |     | City Hall                    |
| 5440 Fulton Industrial Blvd. |     | 5440 Fulton Industrial Blvd. |
| Atlanta, GA 30336            |     | Atlanta, GA 30336            |
| 470-809- 7721                |     | 770-964-2244                 |

With a copy to:

City Attorney  
Vincent D. Hyman, Esq  
City Hall  
5440 Fulton Industrial Blvd.  
Atlanta, GA 30336  
470-338-5095

To the City:

Mikita Browning,  
Commissioner  
Department of Watershed Management  
72 Marietta Street, NW  
Atlanta, GA 30303

With a copy to:

City Attorney  
Suite 5000, City Hall  
55 Trinity Avenue, SW  
Atlanta, GA 30303

Either Party may, at any time, change its respective address or telephone number by sending written notice to the other Party of the change.

7.5. Entire Agreement; Amendment; Waiver; Counterparts. This Agreement constitutes the entire agreement between the Parties; it supersedes any prior agreement or understandings between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. This Agreement may not be amended or modified except by an instrument in writing signed by both Parties hereto. Waiver of any term or condition of this Agreement shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7.6. Governance. This Agreement shall be governed by the laws of the State of Georgia.

7.7. Default and Termination. Notwithstanding the foregoing, if the Project Sponsor defaults in the performance of their obligations as set forth herein, and fails to cure such default within thirty (30) days of Atlanta's written notice to the Project Sponsor of such default (or if such default is not capable of



being cured within thirty (30) days, the Project Sponsor has not commenced and diligently pursued such cure to completion within a reasonable amount of time), this Agreement may be terminated by Atlanta upon five (5) days' prior written notice to the Project Sponsor. In the event of termination, the Project Sponsor shall retain a portion of the Project Costs paid by Atlanta equivalent to work actually performed. The remainder of the Project Costs shall be reimbursed to Atlanta within sixty (60) days of the termination date. In the event the Project is abandoned or terminated early by the Project Sponsor before the DWM Improvements are completed, the Project Sponsor shall reimburse to Atlanta the portion of the Project Costs remaining at the time of such early termination or Project abandonment within sixty (60) days of the date of such early termination or Project abandonment.

7.8. Time. Time is and shall be of the essence in this Agreement.

**IN WITNESS WHEREOF**, Atlanta and the Project Sponsor have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

**PROJECT SPONSOR:  
CITY OF SOUTH FULTON**

By: \_\_\_\_\_  
Mayor

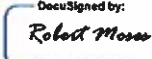
Attest:  
\_\_\_\_\_(seal)  
City Clerk

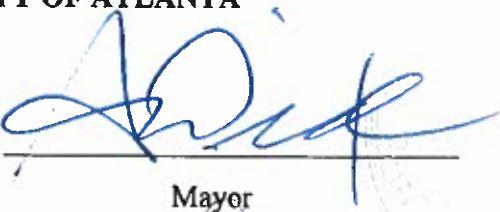
Approved as to Form:

\_\_\_\_\_  
City Attorney, City of South Fulton

**CITY OF ATLANTA**

Approved as to form:

By:   
\_\_\_\_\_  
Senior Attorney

By:   
\_\_\_\_\_  
Mayor

Attest:   
\_\_\_\_\_  
Municipal Clerk

**IN WITNESS WHEREOF**, Atlanta and the Project Sponsor have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

**PROJECT SPONSOR:  
CITY OF SOUTH FULTON**

By: \_\_\_\_\_  
Mayor

Attest:  
\_\_\_\_\_(seal)  
City Clerk

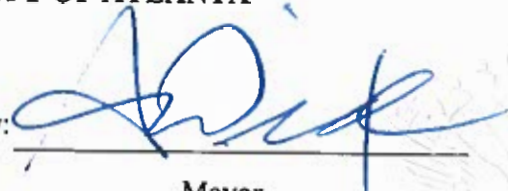
Approved as to Form:

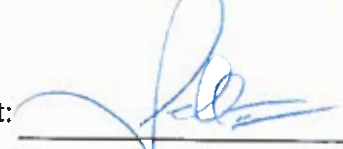
\_\_\_\_\_  
City Attorney, City of South Fulton

**CITY OF ATLANTA**

Approved as to form:

By:   
\_\_\_\_\_  
Senior Attorney

By:   
\_\_\_\_\_  
Mayor

Attest:   
\_\_\_\_\_  
Municipal Clerk



# City of South Fulton Agenda Item Summary

## MEETING DATE

March 26, 2024

## PREPARED BY

Antonio Valenzuela

## REQUESTING DEPARTMENT

Public Works

## COUNCIL DISTRICT(S) AFFECTED

1

## REQUESTED ACTION

Request to enter into an IGA with the City of Atlanta Department of Watershed Management – Enon Road Over Camp Creek Tributary Culvert Replacement

## REQUIREMENTS FOR COUNCIL ACTION

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

The Public Works Department is requesting the Council to approve the Intergovernmental Agreement (IGA) for the Enon Road Over Camp Creek Tributary Culvert Replacement with the City of Atlanta Department of Watershed Management (DWM). The proposed culvert replacement project includes replacing failing timber structure and roadway improvements such as adding 30-inch curb & gutter, 18-inch stamped concrete and 6-foot sidewalks within project limits.

DWM has existing water facilities that conflict with the project that must be relocated and/or adjusted to accommodate the intersection improvement project. DWM's scope of work includes relocating 12-inch existing water line, one (1) existing fire hydrant and other appurtenances as required. Pursuant to Resolution No. 22-R-3719, and for which the City will invoice and be reimbursed, DWM is authorized to and shall contribute an amount not to exceed \$53,000.00.

## SUMMARY AND BACKGROUND

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

The Public Works Department is requesting the Council to approve the Intergovernmental Agreement (IGA) for the Enon Road Over Camp Creek Tributary Culvert Replacement with the City of Atlanta Department of Watershed Management (DWM). The proposed culvert replacement project includes replacing failing timber structure and roadway improvements such as adding 30-inch curb & gutter, 18-inch stamped concrete and 6-foot sidewalks within project limits.

DWM has existing water facilities that conflict with the project that must be relocated and/or adjusted to accommodate the intersection improvement project. DWM's scope of work includes relocating 12-inch existing water line, one (1) existing fire hydrant and other appurtenances as required. Pursuant to Resolution No. 22-R-3719, and for which the City will invoice and be reimbursed, DWM is authorized to and shall contribute an amount not to exceed \$53,000.00.

## FUNDING SOURCE

(If applicable)

City of Atlanta to reimburse the City in the amount of \$53,000.00

## FINANCIAL IMPACT

(If applicable)

City of Atlanta to reimburse the City in the amount of \$53,000.00

## STATUS

Financial Impact Statement Received: No

Legislative Process Complete: No

## APPROVED BY

|                                              |       |
|----------------------------------------------|-------|
| _____                                        | Date: |
| Antonio Valenzuela, Director                 |       |
| _____                                        | Date: |
| Rodney Green, Deputy Chief Financial Officer |       |
| _____                                        | Date: |
| Sharon Subadan, City Manager                 |       |
| _____                                        | Date: |
| Vincent Hyman, City Attorney                 |       |



GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** Presentation: King Foundation Summer Scholars

**DATE:** March 26, 2024

**SUBJECT:** Presentation: King Foundation Summer Scholars

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** Request Council Approval Of A Resolution Authorizing The Sale and Consumption Of Alcoholic Beverages At The Southwest Arts Center and Wolf Creek Amphitheater

**DATE:** March 26, 2024

**SUBJECT:** Request Council Approval Of A Resolution Authorizing The Sale and Consumption Of Alcoholic Beverages At The Southwest Arts Center and Wolf Creek Amphitheater

**REFERENCE:**

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**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                                                                                                | Type       | Upload Date |
|------------------------------------------------------------------------------------------------------------|------------|-------------|
| Res2024 Resolution Authorizing Sale Consumption at Southwest Arts Ctr Wolf Creek Amphitheater rev (032624) | Cover Memo | 3/26/2024   |

**A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE SOUTHWEST ARTS CENTER AND WOLF CREEK AMPHITHEATER; AND FOR OTHER LAWFUL PURPOSES**

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

**WHEREAS**, City Council has authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations consistent with the Charter, Constitution, and laws of the State of Georgia; and

**WHEREAS**, the City Code of Ordinances Title 16 (Alcohol Beverages), Chapter 4 (Location of Sales), Section 16-4002 - Sales and consumption on public property authorizes the City Council to allow for the sale and consumption of alcoholic beverages by resolution at designated public property, buildings and/or facilities; and

**WHEREAS**, the City Council will allow private parties and organizations to apply for an alcohol special event permit from the police department to serve, sell, or otherwise dispense alcoholic beverages on property owned or leased by the city; however, the issuance or denial of such a permit shall be subject to all other laws and regulations, including those provisions of the city zoning ordinance regarding special event permits; and

**WHEREAS**, the City Council will allow the City to serve, sell, or otherwise dispense alcoholic beverages on property owned or leased by the city for approved and authorized public events; and

**WHEREAS**, the City Council desires to allow for the serving, selling and consumption of alcoholic beverages at the following owned and/or leased property, that is, the Southwest Arts Center ("SWAC") and the Wolf Creek Amphitheater ("WCA"); and

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

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

**Section 1.** It is hereby declared that alcohol beverages may be served, sold, and consumed at the following owned or leased property commonly known or referred to as the Southwest Arts Center and the Wolf Creek Amphitheater, subject to all applicable laws, regulations, ordinances, including zoning ordinances regarding special event permits and all applicable permitting and/or licensing regarding serving, selling and

consuming alcoholic beverages currently in existence or as may be amended. However, and provided that no one shall sell, service or consume any alcoholic beverages at any designated public property referenced herein through the use of any glass containers, except that if the alcohol licensee or permit holder may dispense alcoholic beverages from the original glass packaging, bottles and/or containers into plastic or other suitable non-glass containers, cups or bottles without allowing the transfer or possession of the any glass containers and/or bottles to patrons, guests or customers.

**Section 2.** It is hereby further declared that the City Manager is directed and authorized to do all things necessary to comply with Section 11-4002 of the City Code of Ordinances by creating, displaying, erecting and/or installing all the necessary signage and/or amend any published rules of the park or recreation building that has been expressly authorized by this Resolution to serve, consume and sell alcoholic beverages.

**Section 3.** (a) All sections, paragraphs, sentences, clauses, and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable, and constitutional.

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

**Section 4.** The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

**Section 5.** All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

**Section 6.** The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

**[signatures and voting tabulations appear on the following page]**

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** Request Council Approval of the Revised Citywide Fee Schedule

**DATE:** March 26, 2024

**SUBJECT:** Request Council Approval of the Revised Citywide Fee Schedule

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description            | Type       | Upload Date |
|------------------------|------------|-------------|
| User Fees Updated 3.21 | Cover Memo | 3/22/2024   |



### **PROPOSED USER FEE CHANGES**

| <b>Parks and Recreation</b>                                |                 |                                                     |
|------------------------------------------------------------|-----------------|-----------------------------------------------------|
| <b>Annual Pass:</b>                                        | <b>Current</b>  | <b>Proposed</b>                                     |
| Resident                                                   | \$200.00        | \$120.00                                            |
| Non-Resident                                               | \$250.00        | \$180.00                                            |
| Resident (4 Family)                                        | \$800.00        | \$384.00                                            |
| Non-Resident (4 Family)                                    | \$950.00        | \$576.00                                            |
| <b>Monthly Family Pass:</b>                                |                 |                                                     |
| Resident (4 Family)                                        | \$75.00         | \$32.00                                             |
| Non-Resident (4 Family)                                    | \$100.00        | \$48.00                                             |
| <b>Monthly Pass:</b>                                       |                 |                                                     |
| Resident                                                   | \$25.00         | \$10.00                                             |
| Non-Resident                                               | \$35.00         | \$15.00                                             |
| <b>Daily Usage:</b>                                        |                 |                                                     |
| Senior Resident                                            | No Charge (65+) | No Charge (55+)                                     |
| Senior Non-Resident                                        | \$1.00          | \$1.00                                              |
| Veterans                                                   | \$2.00          | No Charge                                           |
|                                                            |                 |                                                     |
| <b>Community Development and Regulatory Affairs (CDRA)</b> |                 |                                                     |
| <b>Category</b>                                            | <b>Current</b>  | <b>Proposed</b>                                     |
| Zoning Certification Letter (Tier 1)                       | \$0.00          | \$75.00                                             |
| Zoning Certification Letter (Tier 2)                       | \$0.00          | \$300.00                                            |
| Future Land Use Map Amendment                              | \$0.00          | \$750.00 (all classifications)                      |
| Zoning or Zoning w/Use Permit                              | \$750.00        | Removed (collapsed into above zoning certification) |
| Stand Alone Use Permit                                     | \$500.00        | Removed (collapsed into above zoning certification) |
| Single Family & AG-1 Uses as Single-Family Variance        | \$250.00        | Removed (collapsed into above zoning certification) |

|                                                    |                |                                               |
|----------------------------------------------------|----------------|-----------------------------------------------|
| Nonresidential, 2 Family and Multi-Family Variance | \$350.00       | Removed (collapsed into zoning certification) |
| <b>Sexually Oriented Business</b>                  |                |                                               |
| Employee Permit processing fee                     | \$0.00         | \$50.00                                       |
| Employee Permit                                    | \$0.00         | \$200.00                                      |
| Business Permit Application Fee                    | \$0.00         | \$350.00                                      |
| <b>Fire Rescue</b>                                 |                |                                               |
| <b>Category</b>                                    | <b>Current</b> | <b>Proposed</b>                               |
| Basic Inspection Fee                               | \$75.00        | \$100 (2-4 Hrs. Per)                          |
| Apartments, per complex                            | \$250.00       | \$300.00                                      |
| Commercial Business up to 5,000 sq. ft.            | \$75.00        | \$100.00                                      |
| Daycare                                            | \$75.00        | \$100.00                                      |
| Explosive materials, use, storage and transport    | \$150.00       | \$200.00                                      |
| Mercantile, up to 5,000 sq. ft.                    | \$0.00         | \$100.00                                      |
| <b>Other Fees</b>                                  |                |                                               |
| Fire Apparatus Stand by Class A Pumper             | \$0.00         | \$240.00 per hr., minimum 4 hrs.              |
| Fire Apparatus Aerial                              | \$0.00         | \$275.00 per hr., minimum 4 hrs.              |
| Fire/EMS Personnel                                 | \$0.00         | \$60.00 per hour, per person.                 |

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** The General Services Department requests Council Approval of leases for office space at Promenade Park, 3915 Cascade Road, to be used as City Office Space.

**DATE:** March 26, 2024

**SUBJECT:** The General Services Department requests Council Approval of leases for office space at Promenade Park, 3915 Cascade Road, to be used as City Office Space.

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                                     | Type       | Upload Date |
|-------------------------------------------------|------------|-------------|
| City of S Fulton Lease, 3rd floor_SRS Promenade | Cover Memo | 3/22/2024   |

## OFFICE LEASE

THIS LEASE, made as of this \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date") by and between **SRS PROMENADE PARK, LLC**, a Georgia limited liability company ("Landlord") and the City of South Fulton, Georgia ("Tenant").

## INDEX

| Article | Title                                                               |
|---------|---------------------------------------------------------------------|
| 1.      | Basic Provisions                                                    |
| 2.      | Premises, Term and Commencement Date                                |
| 3.      | Rent                                                                |
| 4.      | Taxes and Operating Expenses                                        |
| 5.      | Landlord's Work, Tenant's Work, Alterations and Additions           |
| 6.      | Tenant's Use, Restrictions and Compliance with Laws                 |
| 7.      | Services                                                            |
| 8.      | Insurance                                                           |
| 9.      | Indemnification                                                     |
| 10.     | Casualty Damage                                                     |
| 11.     | Condemnation                                                        |
| 12.     | Repair and Maintenance                                              |
| 13.     | Inspection of Premises                                              |
| 14.     | Surrender of Premises                                               |
| 15.     | Holding Over                                                        |
| 16.     | Subletting and Assignment                                           |
| 17.     | Subordination, Non-Disturbance, Attornment and Mortgagee Protection |
| 18.     | Estoppel Certificate                                                |
| 19.     | Defaults                                                            |
| 20.     | Remedies of Landlord                                                |
| 21.     | Quiet Enjoyment                                                     |
| 22.     | Accord and Satisfaction                                             |
| 23.     | Security Deposit                                                    |
| 24.     | Brokerage Commission                                                |
| 25.     | Force Majeure                                                       |
| 26.     | Parking                                                             |
| 27.     | Hazardous Materials                                                 |
| 28.     | Additional Rights Reserved by Landlord                              |
| 29.     | Defined Terms                                                       |
| 30.     | Miscellaneous Provisions                                            |

## EXHIBITS

|           |                                    |
|-----------|------------------------------------|
| Exhibit A | Certificate of Tenant              |
| Exhibit B | Plan Showing Property and Premises |
| Exhibit C | Landlord's Work Letter             |
| Exhibit D | Building's Rules and Regulations   |
| Exhibit E | Commencement Date Confirmation     |
| Exhibit F | Intentionally Deleted              |
| Exhibit G | Intentionally Deleted              |

ARTICLE 1.

BASIC PROVISIONS

- A. **Tenant:** City of South Fulton Georgia
- B. **Tenant's Address:** 3915 Cascade Road, Suite 340, Atlanta, Georgia 30331
- C. **Building Address:** 3915 Cascade Road, Atlanta, Georgia 30331
- D. **Premises:** Approximately 8,242 rentable square feet on the 3<sup>rd</sup> Floor of the Building.
- E. **Landlord:** SRS Promenade Park, LLC
- F. **Landlord Address:** : c/o Perimeter Commercial Real Estate 2400 Herodian Way, STE 205, Smyrna GA 30080
- G. **Building Manager/Address:** : Perimeter Commercial Real Estate 2400 Herodian Way, STE 205, Smyrna GA 30080
- H. **Commencement Date:** May 1, 2024 (subject to adjustment according to the terms contained in Article 5(A).
- I. **Expiration Date:** The last day of the sixtieth (60th) full month following the Commencement Date.
- J. **Security Deposit:** Twenty-One Thousand Two Hundred and Ninety-One and 83/100 U.S. Dollars (\$21,291.83)
- K. **Monthly Base Rent:**
- The Monthly Base Rent for Lease Year 1 shall be \$21,291.83.00 (Twenty-One Thousand Two Hundred and Ninety-One and 83/100 U.S. Dollars) with the first monthly installment due in accordance with Article 3 of the Lease. Upon each Lease Anniversary (as hereinafter defined), the amount of each monthly installment of Base Rent which shall be due from Tenant to Landlord on such Lease Anniversary and on the first day of each succeeding calendar month (prior to the next Lease Anniversary) shall increase by three percent (3.00%). For purposes of this Lease, the term "Lease Anniversary" shall refer to the anniversary during each year of the term of this Lease of the first day of the calendar month during which the Lease hereunder commenced.
- L. **Operating Expenses Base:** Actual Operating Expenses for calendar year 2024.
- M. **Tax Base:** Actual Taxes for calendar year 2024.
- N. **Tenant's Pro Rata Share:** 16.7%. Tenant's Pro Rata Share may be adjusted by Landlord from time to time (but shall not be readjusted sooner than the commencement of the second Lease Year), by dividing the Tenant's Rentable Square Feet of the Premises by the rentable area of the Building (which is agreed to contain approximately 49,386 rentable square feet) and multiplying the resulting quotient, to the second decimal place, by one hundred.
- O. **Normal Business Hours of the Building:**
- Monday through Friday: 8 a.m. to 6 p.m.  
Saturday: 8 a.m. to 1 p.m.  
(Excepting national holidays)
- P. **Use:** General office, medical office, and other legal uses relating thereto that are consistent with the tenancy of the building.



Q. **Brokers:**

(Representing Landlord)  
Perimeter Commercial Real Estate

(Representing Tenant)  
T. Dallas Smith

R. **Parking:** Tenant shall be entitled to: the non-exclusive use in common with Landlord and others of a maximum of thirty-three (33) parking spaces (on terms contained in Article 26) in the Parking Facility.

S. **Base Year:** Lease Year 1 (2024).

T. **Guarantor:** Not Applicable

U. **Special Stipulations:**

(1) Electronic Rent Payment. Tenant agrees to pay Base Rent and any Additional Rent or other charges due via Electronic Payment. This can be initiated by Tenant or Landlord at Tenant's option.

(2) Exclusive Parking. Landlord shall provide Tenant with up to ten (10) exclusive parking spots in a mutually agreeable location within the Parking lot, however not in the semi-circle of parking spots directly adjacent to the front entrance of the building.

The foregoing provisions shall be interpreted and applied in accordance with the other provisions of this Lease set forth below. The capitalized terms, and the terms defined in Article 29, shall have the meanings set forth herein or therein (unless otherwise modified in the Lease) when used as capitalized terms in other provisions of the Lease.

Landlord and Tenant hereby stipulate that the Premises contain the number of square feet specified in Article 1(D), above.

ARTICLE 2.

PREMISES, TERM AND COMMENCEMENT DATE

Subject to the terms and conditions set forth herein, Landlord hereby leases and demises to Tenant and Tenant hereby takes and leases from Landlord that certain space identified in Article 1(D) and shown on a plan attached hereto as Exhibit B ("Premises") for a term ("Term") commencing on the Commencement Date and ending on the Expiration Date set forth in Article 1, unless sooner terminated as provided herein. The Commencement Date set forth in Article 1 shall be advanced to such earlier date as Tenant commences occupancy of the Premises for the conduct of its business. Such date shall be confirmed by execution of the Commencement Date Confirmation in the form as set forth in Exhibit E, which Tenant shall execute and return to Landlord within five (5) days after receipt thereof. If Landlord delays delivering possession of the Premises or substantial completion of any Landlord's Work under Exhibit C, this Lease shall not be void or voidable, except as provided in Article 5. Tenant shall be permitted to extend the Term in accordance with the provisions of Exhibit H attached hereto.

ARTICLE 3.

RENT

A. Monthly Base Rent. Tenant shall pay Monthly Base Rent in advance on or before the first day of each month of the Term without demand, setoff or deduction except as otherwise expressly set forth in this Lease. If the Term shall commence and end on a day other than the first day of a month: (1) the Monthly Base Rent for the first partial month shall be prorated on a per diem basis, and (2) the first

escalation of Monthly Base Rent as set forth in Article 1(K) shall take effect on the first day of the month following the twelfth full calendar month of the Term. Notwithstanding the foregoing language to the contrary, Tenant shall pay the Monthly Base Rent for the first partial month (if any) and the first full month of the Term on or before the Effective Date.

B. Additional Rent. All costs and expenses, other than Monthly Base Rent, which Tenant assumes or agrees to pay and any other sum payable by Tenant pursuant to this Lease, including, without limitation, its share of Taxes and Operating Expenses, shall be deemed Additional Rent.

C. Rent. Monthly Base Rent, Additional Rent, Taxes and Operating Expenses and any other amounts of every nature which Tenant is or becomes obligated to pay Landlord under this Lease are herein referred to collectively as "Rent", and all remedies applicable to the nonpayment of Rent shall be applicable thereto. Landlord may apply payments received from Tenant to any obligations of Tenant then accrued, without regard to such obligations as may be designated by Tenant.

D. Place of Payment, Late Charge, Default Interest. Rent and other charges required to be paid under this Lease, no matter how described, shall be paid by Tenant to Landlord without offset, deduction, credit or the like, at the Building Manager's address listed in Article 1, or to such other person and/or address as Landlord may designate in writing. In the event Tenant fails to pay Rent due under this Lease within five (5) days of the due date of said Rent, Tenant shall pay to Landlord a late charge of ten percent (10%) of the amount overdue. Any Rent not paid when due shall also bear interest at the Default Rate commencing on the due date thereof. This provision shall in no way be construed to modify Tenant's obligation to pay Rent on or before the first (1st) day of the month. If Landlord receives a dishonored check from Tenant, Tenant shall pay Landlord any bank service charges resulting from dishonored checks, plus Fifty and No/100 (\$50.00) Dollars for each such dishonored check, as compensation to Landlord for its additional processing costs.

#### ARTICLE 4.

##### TAXES AND OPERATING EXPENSES

A. Payment of Taxes and Operating Expenses. Commencing with the calendar year following the Base Year and for each calendar year thereafter (hereinafter each referred to as a "Comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Pro Rata Share of Operating Expenses and Taxes incurred by Landlord with respect to the Building for or during such Comparison Year in excess of the Operating Expenses for the Operating Expenses Base and Taxes for the Tax Base (collectively, the "Escalation Increase"). Landlord shall have the right to change the Comparison Year from a calendar year to a fiscal year from time to time (or vice versa), provided that equitable adjustment is made so that Tenant shall not be charged more than once for the same period. Commencing with the first month of the first Comparison Year and on the first day of each month thereafter during the original Term or any extension thereof, Tenant shall pay Escalation Increases to Landlord, as Additional Rent due concurrently with Monthly Base Rent, in installments equal to one-twelfth (1/12) of Landlord's estimate (as determined by Landlord in its sole discretion) of Tenant's Pro Rata Share of any projected increase in the Taxes or Operating Expenses for the particular Comparison Year in excess of the Taxes for the Tax Base or Operating Expenses for the Operating Expenses Base, as the case may be (the "Estimated Escalation Increase"). A final adjustment ("Escalation Reconciliation") shall be made by Landlord and Tenant as soon as practicable following the end of each Comparison Year. In computing the Estimated Escalation Increase for any particular Comparison Year, Landlord shall take into account any prior increases in Tenant's Pro Rata Share of Taxes and Operating Expenses. If any Estimated Escalation Increase is less than the Estimated Escalation Increase for the immediately preceding Comparison Year, the Additional Rent payments to be paid by Tenant for the new Comparison Year attributable to said Estimated Escalation Increase shall be decreased accordingly; provided, however, in no event will the Rent paid by Tenant hereunder ever be less than the Monthly Base Rent.

B. Escalation Reconciliation. As soon as practicable following the end of each Comparison Year with good faith efforts to provide such statement within one hundred and twenty (120) days after the last day of such Comparison Year, Landlord shall submit to Tenant a statement setting forth the Escalation Increase, if any (the "Escalation Statement"). Beginning with the Escalation Statement for the second

Comparison Year, each such statement shall also set forth the Escalation Reconciliation for the Comparison Year just completed. To the extent that the Escalation Increase in either Taxes or Operating Expenses (the "Operating Expense Escalation" or "Tax Escalation", as applicable) exceeds the Estimated Escalation Increase upon which Tenant paid Rent during the Comparison Year just completed, Tenant shall pay Landlord the difference, in cash within thirty (30) days following receipt by Tenant from Landlord of the Escalation Statement. If the Operating Expense or Tax Escalation is less than the Estimated Escalation Increase, then Tenant shall receive a credit on future Rent owing under this Lease (or cash, if there is no future Rent owing hereunder), as the case may be. Until Tenant receives the Escalation Statement, Tenant's Estimated Escalation Increases for the new Comparison Year shall continue to be paid at the rate being paid for the particular Comparison Year just completed, and Tenant shall commence payment to Landlord of the monthly installment of Additional Rent on the basis of the Escalation Statement beginning on the first day of the month following the month in which Tenant receives the Escalation Statement.

C. Changes in Escalations During the Lease Year. In addition to the above, if, during any particular Comparison Year, there is a change in the information upon which the then current Estimated Escalation Increase is based so that the Estimated Escalation Statement furnished to Tenant is no longer accurate, Landlord shall be permitted (but in no event more than one time in any calendar year) to revise such Estimated Escalation Statement by notifying Tenant, and there shall be such adjustments made in the Additional Rent on the first day of the month following the serving of such statement on Tenant as shall be necessary by either increasing or decreasing, as the case may be, the amount of Estimated Escalation Increases then being paid by Tenant for the balance of the Comparison Year (but in no event shall any such decrease result in a reduction of the Rent below the Monthly Base Rent plus all other amounts of Additional Rent). Even though the Term has expired and Tenant has vacated the Premises, when the final determination is made of the Escalation Reconciliation for the Comparison Year in which this Lease terminates, Tenant shall immediately pay to Landlord within ten (10) days after Landlord's delivery of the Escalation Reconciliation to Tenant, any additional amounts due as calculated pursuant to this Article 4. Landlord's and Tenant's responsibilities with respect to the Tax and Operating Expense adjustments described herein shall survive the expiration or early termination of this Lease.

If the Building is less than ninety-five percent (95%) occupied during any particular Comparison Year, Landlord may adjust those Operating Expenses which are affected by Building occupancy for the particular Comparison Year, or portion thereof, as the case may be, to reflect an occupancy of not less than ninety-five percent (95%) of all such rentable area of the Building. If the Building is less than ninety-five percent (95%) occupied during the Base Year, Landlord shall adjust those Operating Expenses which are affected by Building occupancy to reflect occupancy of not less than ninety-five percent (95%) of all such rentable area of the Building in determining the Operating Expenses Base.

D. Disputes Over Taxes or Operating Expenses. If Tenant disputes the amount of an adjustment or the proposed estimated increase or decrease in Estimated Escalation Increases or Escalation Increases, Tenant shall give Landlord notice of such dispute within one hundred and fifty (150) days after Landlord advises Tenant of such adjustment or proposed increase or decrease. Tenant's failure to give such notice shall waive its right to audit the amounts so determined. Tenant shall not be entitled to audit the foregoing amounts if Tenant is then in default hereunder. Said audit will be conducted at Tenant's expense by a certified public accountant paid on an hourly basis unrelated to actual savings identified. Tenant shall only be permitted to conduct such a review during regular business hours at Landlord's office, after Tenant gives Landlord twenty (20) business days prior notice, and no more than once in any twelve (12) month period. If such review discloses that the charges actually incurred by Landlord are less than those used by Landlord in calculating Tenant's proportionate share, then Landlord shall reimburse Tenant for the amount Tenant paid in excess of Tenant's actual proportionate share. If any such review discloses that the charges used by Landlord in calculating Tenant's proportionate share exceeds the actual charges by five percent (5%) or more of the Operating Expenses or Taxes for such Comparison Year, then Landlord shall pay the reasonable costs of such review. If Tenant does not review Landlord's records within one hundred and eighty (180) days after receipt of the annual reconciliation, Tenant shall have no further right to review Landlord's records for the applicable period. No subtenant shall have the right to conduct an audit and no assignee shall conduct an audit for any period during which such assignee was not in possession of the Premises.

Tenant shall continue to timely pay Landlord the amount of the prior year's adjustment and Estimated Escalation Increases set forth in the then applicable Estimated Escalation Statement until the parties have agreed as to the appropriate adjustment or have deemed to be bound by the determination of the certified public accountant in accordance with the preceding terms. Landlord's delay in submitting any statement contemplated herein for any Comparison Year shall not affect the provisions of this Paragraph, nor constitute a waiver of Landlord's rights as set forth herein for said Comparison Year or any subsequent Comparison Year during the Lease Term or any extensions thereof.

E. Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises and any excise, sales or use taxes related to Tenant's business.. In the event any or all of Tenant's trade fixtures, furnishings, equipment and other personal property shall be assessed and taxed with property of Landlord, or if the cost or value of any leasehold improvements in the Premises exceeds the cost or value of a Building-standard build out and, as a result, real property taxes for the Building are increased, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property or above-standard improvements. Tenant shall pay directly to the party or entity entitled thereto all business license fees, gross receipts taxes and similar taxes and impositions which may from time to time be assessed against or levied upon Tenant, as and when the same become due and before delinquency. Notwithstanding anything to the contrary contained herein, any sums payable by Tenant under this Article 4 shall not be included in the computation of "Taxes."

## ARTICLE 5.

### LANDLORD'S WORK, ALTERATIONS AND ADDITIONS

A. Landlord's Work. Landlord shall construct the Premises in accordance with Landlord's obligations as set forth in the work letter attached hereto as Exhibit C, and hereinafter referred to as "Landlord's Work". Landlord will deliver the Premises to Tenant with all of Landlord's Work Substantially Completed (except for minor and non-material punch list items which in Landlord's reasonable judgment will not delay completion of Tenant's Work, if any, as defined in subparagraph B of this Article) on or before the Commencement Date or other date specified in Exhibit C. If Landlord is delayed in Substantially Completing Landlord's Work by strike, shortages of labor or materials, delivery delays, delays caused by Tenant or other matters beyond the reasonable control of Landlord, then Landlord shall give notice thereof to Tenant and the date on which Landlord is to turn the Premises over to Tenant for Tenant's Work, if any, and the Commencement Date shall be postponed for an equal number of days as the delay as set forth in the notice. Providing, however, if such delays exceed one hundred and twenty (120) days, then either Landlord or Tenant upon notice to the other shall have the right to terminate this Lease without liability to either party. If the Commencement Date is postponed as described above, Tenant shall execute a writing confirming the Commencement Date on such form as set forth in Exhibit E attached hereto upon Landlord's request.

B. Tenant's Work. Intentionally Omitted.

C. Alterations. Except as provided in the immediately preceding subparagraph, Tenant shall make no alterations or additions to the Premises ("Alterations") without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion as to alterations which adversely effect or impair the structural integrity of or the efficient and proper operation of the operating systems of the Building, and which consent shall not be unreasonably withheld as to all other alterations and only by contractors or mechanics approved by Landlord in writing (which approval shall not be unreasonably withheld, conditioned or delayed) and upon the approval by Landlord in writing of fully detailed and dimensioned plans and specifications pertaining to the Alterations in question, to be prepared and submitted by Tenant, at its sole cost and expense, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall, at its sole cost and expense, obtain all necessary approvals and permits pertaining to any Alterations approved by Landlord. Tenant hereby indemnifies, defends and agrees to hold Landlord free and harmless from all liens and claims of lien, and all other liability, claims and demands arising out of any work done or material supplied to the Premises by or at the request of Tenant in connection with any Alterations. If permitted Alterations are made, they shall be made at Tenant's sole cost and expense and

shall be and become the property of Landlord, except that Landlord may, by notice to Tenant given at the time of approval of such Alterations, require Tenant, at Tenant's expense, to remove all partitions, counters, railings and other Alterations installed by Tenant, and to repair any damages to the Premises caused by such removal. Any and all costs attributable to or related to the applicable building codes of the city in which the Building is located (or any other authority having jurisdiction over the Building) arising from Tenant's plans, specifications, improvements, alterations or otherwise shall be paid by Tenant at its sole cost and expense. With regard to repairs, Alterations or any other work arising from or related to this Article 5, Landlord shall be entitled to receive an administrative/supervision fee (which fee shall vary depending upon whether or not Tenant orders the work directly from Landlord) sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work. Notwithstanding the foregoing language to the contrary, Landlord's consent shall not be required with respect to any changes, alterations, improvements and installations proposed to be made to the demised Premises by Tenant, which: (i) are non-structural; (ii) do not affect the Building's systems (including the air conditioning and heating systems, electrical systems and plumbing); (iii) are minor cosmetic changes or alterations (such as painting and installation of shelving); and (iv) do not exceed an aggregate cost of Two Thousand Dollars (\$2,000.00).

D. Liens. Tenant shall give Landlord at least ten (10) days prior notice (or such additional time as may be necessary under applicable laws) of the commencement of any Tenant's Work, to afford Landlord the opportunity to post and record notices of non-responsibility. Tenant will not cause or permit any mechanic's, materialman's or similar liens or encumbrances to be filed or exist against the Premises or the Building or Tenant's interest in this Lease in connection with work done under this Article or in connection with any other work and Tenant agrees to defend, indemnify and hold harmless Landlord from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees incurred by Landlord in connection with any such claim or action. Tenant shall remove any such lien or encumbrance by bond or otherwise within twenty (20) days from the date of their existence. If Tenant fails to do so, Landlord may, without being responsible to investigate the validity or lawfulness of the lien, pay the amount or take such other action as Landlord deems necessary to remove any such lien or encumbrance or require that Tenant deposit with Landlord in cash and lawful money of the United States, one hundred fifty percent (150%) of the amount of such claim, which sum may be retained by Landlord until such claim shall have been removed of record or until judgment shall have been rendered on such claim and such judgment shall have become final, at which time Landlord shall have the right to apply such deposit in discharge of the judgment on said claim and any costs, including attorneys' fees incurred by Landlord, and shall remit the balance thereof to Tenant. The amounts so paid and costs incurred by Landlord shall be deemed Additional Rent under this Lease and payable in full upon demand.

E. Compliance with ADA. Landlord and Tenant agree that responsibility for compliance with the Americans With Disabilities Act of 1990, as amended (the "ADA") shall be allocated as follows: (i) Landlord shall be responsible for compliance with the provisions of Title III of the ADA for all Common Areas, including exterior and interior areas of the Building not included within the Premises or the premises of other tenants; (ii) Landlord shall be responsible for compliance with the provisions of Title III of the ADA for any construction, renovations, alterations and repairs made within the Premises if such construction, renovations, alterations or repairs are made by Landlord for the purpose of improving the Building generally or are done as Landlord's Work and the plans and specifications for the Landlord's Work were prepared by Landlord's architect or space planner and were not provided by Tenant's architect or space planner; (iii) Tenant shall be responsible for compliance with the provisions of Title III of the ADA for any construction, renovations, alterations and repairs made within the Premises if such construction, renovations, alterations and repairs are made by Tenant, its employees, agents or contractors, at the direction of Tenant or done pursuant to plans and specifications prepared or provided by Tenant or Tenant's architect or space planner.

F. Cabling. Tenant shall not install or cause to be installed any cabling or wiring (collectively, "Cabling") without the prior written consent of Landlord as provided in Section 5(C). Any installation of Cabling shall be performed pursuant to said Section and shall meet the requirements of the National Electrical Code (as may be amended from time to time), and shall comply with all Applicable Laws. On or prior to the expiration or earlier termination of this Lease, Tenant, at Tenant's sole cost and expense, shall remove all Cabling so installed unless Landlord, in its reasonable discretion, elects in writing to waive this requirement. Any Cabling removed by Tenant shall be disposed of by Tenant, at Tenant's sole cost and expense, in accordance with all Applicable Laws.



## ARTICLE 6.

### TENANT'S USE, RESTRICTIONS AND COMPLIANCE WITH LAWS

A. Tenant's Use. Tenant shall use the Premises for the purposes set forth in Article 1(P), above, and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease, including without limitation the Building's Rules and Regulations attached as Exhibit D hereto. Tenant and its invitees shall also have the non-exclusive right, along with other tenants of the Building and others authorized by Landlord, to use the Common Areas subject to such rules and regulations as Landlord may impose from time to time in its sole discretion provided the same are enforced in a non-discriminatory manner. Landlord makes no representation that the Premises are suitable for Tenant's purposes.

B. Tenant's Restrictions. Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises or do or permit anything to be done in the Premises which: (a) causes or is liable to cause injury to persons, to the Building or its equipment, facilities or systems; (b) impairs the character, reputation or appearance of the Building as a first class office Building; (c) impairs the proper and economic maintenance, operation and repair of the Building or its equipment, facilities or systems; or (d) would invalidate or increase the cost of any fire and extended coverage insurance policy covering the Building and/or the property located therein. Tenant shall comply with all rules, orders, regulations and requirements of any organization which sets out standards, requirements or recommendations commonly referred to by major fire insurance underwriters. Tenant shall promptly, upon demand, reimburse Landlord for any additional premium charges for any such insurance policy assessed or increased by reason of Tenant's failure to comply with the provisions of this Article.

C. Tenant's Compliance with Laws. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises, its use thereof and its business in compliance with all governmental laws, ordinances, rules and regulations now in force or which may hereafter be in force or effect. Tenant shall comply with all Laws relating to the Premises and Tenant's use or occupancy thereof, including without limitation, Laws requiring the Premises to be closed on Sundays or any other days or hours and Laws in connection with the health, safety and building codes, and any permit or license requirements.

D. Medical Use. No x-ray machines or other electrical or electronic or electromagnetic or other similar medical equipment or machines or devices now existing or hereafter invented shall be installed or used in the Premises unless installed completely at Tenant's sole cost and expense, in accordance with all the terms and conditions of this Lease, and the rules, regulations and requirements of all governmental and quasi-governmental authorities having jurisdiction thereof, and not unless the same is properly electrically filtered and insulated so that there is no interference in the Building with telephonic, video, fiber optic, data processing, radio, television or other communication, transmission or reception, whether now existing or hereafter invented. All walls, ceilings, floors and doors of any room used for examination, diagnosis, testing, or therapy shall be properly shielded and shall comply with all Applicable Laws. Tenant hereby accepts the risks of any and all responsibility for any injury or damage which may result from the operation or failure of operation of any such equipment and devices. Tenant agrees to notify Landlord of Tenant's intent to install or bring into the Premises any such equipment. Landlord reserves the right to disallow any equipment or fixtures which would exceed the load limit of the floor of the Premises.

## ARTICLE 7.

### SERVICES

A. Climate Control. Landlord shall furnish heat or air conditioning to the Premises during Normal Business Hours of the Building as set forth in Article 1, as required in Landlord's reasonable judgment for the comfortable use and occupancy of the Premises. If Tenant requires heat or air conditioning at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant, and Tenant shall pay all of Landlord's charges therefor on demand as Additional Rent.

The performance by Landlord of its obligations under this Article is subject to Tenant's compliance with the terms of this Lease including any connected electrical load established by Landlord. Tenant shall not use the Premises or any part thereof in a manner exceeding the heating, ventilating or air-conditioning ("HVAC") design conditions (including any occupancy or connected electrical load conditions), including the rearrangement of partitioning which may interfere with the normal operation of the HVAC equipment, or the use of computer or data processing machines or other machines or equipment in excess of that normally required for a standard office use of the Premises. If any such use requires changes in the HVAC or plumbing systems or controls servicing the Premises or portions thereof in order to provide comfortable occupancy, such changes may be made by Landlord at Tenant's expense and Tenant agrees to promptly pay any such amount to Landlord as Additional Rent.

B. Elevator Service. If the Building is equipped with elevators, Landlord, during Normal Business Hours of the Building, shall furnish elevator service to Tenant to be used in common with others. At least one elevator shall remain in service during all other hours. Landlord may designate a specific elevator for use as a service elevator.

C. Janitorial Services. Landlord shall provide janitorial and cleaning services to the Premises, in frequency and quality customarily provided by Landlord to other tenants in the Building. Tenant shall pay to Landlord on demand the reasonable costs incurred by Landlord for (i) any cleaning of the Premises required because of (A) misuse or neglect on the part of Tenant or Tenant's agents, contractors, invitees, employees and customers, (B) the use of portions of the Premises for special purposes requiring greater or more difficult cleaning work than office areas, (C) interior glass partitions or unusual quantities of interior glass surfaces, and (D) non-building standard materials or finishes installed by Tenant or at its request; and (ii) removal from the Premises of any refuse and rubbish of Tenant in excess of that ordinarily accumulated in general office occupancy or at times other than Landlord's standard cleaning times.

D. Water and Electricity. Landlord shall make available domestic water in reasonable quantities to the common areas of the Building and cause electric service sufficient for lighting the Premises and for the operation of Ordinary Office Equipment. "Ordinary Office Equipment" shall mean office equipment requiring 5 watts per rentable square foot or less.

E. Pest Control. Landlord shall provide pest control and extermination service to the Building, as Landlord deems reasonably necessary for the general welfare of the tenants in the Building, the cost of which shall be an Operating Expense. Tenant shall be directly responsible for any such services resulting from misuse or neglect on the part of Tenant or Tenant's agents, contractors, invitees, employees, or customers.

F. Interruptions. Landlord does not represent or warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption and Tenant acknowledges that any one or more of such services may be suspended by reason of accident, repairs, inspections, alterations or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of Landlord. Any interruption, reduction or discontinuance of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, nor any part thereof, except as otherwise set forth herein, render Landlord liable to Tenant for damages, nor relieve Tenant from performance of Tenant's obligations under this Lease. Landlord shall however, exercise reasonable diligence to restore any service so interrupted.

## ARTICLE 8.

### INSURANCE

A. Required Insurance. Tenant shall, at all times during the Term of this Lease, and at its own cost and expense, maintain insurance policies, with responsible companies licensed to do business in the state where the Building is located and satisfactory to Landlord, naming Landlord, Tenant and any Mortgagee of Landlord, as their respective interests may appear, including (i) a policy of standard fire, extended coverage and special extended coverage property insurance which shall be primary on the lease improvements referenced in Article 5 and Tenant's property, including its goods, equipment and inventory, in an amount adequate to cover their replacement cost, including a vandalism and malicious mischief

endorsement, and sprinkler leakage coverage; (ii) business interruption insurance, loss of income and extra expense insurance covering the failure of Tenant's telecommunications equipment and all other perils, failures or interruptions, (iii) comprehensive general liability insurance on an occurrence basis with limits of liability in an amount not less than Two Million Dollars (\$2,000,000) combined single limit for each occurrence, and Three Million Dollars (\$3,000,000) in the annual aggregate, (iv) Worker's Compensation Coverage as required by law. The comprehensive general liability policy shall include contractual liability which includes the provisions of Article 9 herein.

On or before the Commencement Date, Tenant shall furnish to Landlord and its Building Manager, certificates of insurance evidencing the insurance coverage set forth above, including naming Landlord and Landlord's Building Manager as additional insureds. Renewal certificates must be furnished to Landlord at least thirty (30) days prior to the expiration date of such insurance policies showing the above coverage to be in full force and effect.

The foregoing policy sets forth minimum limits of liability and Tenant's procurement and maintenance thereof shall in no event limit the liability of Tenant under this Lease. All such insurance policies carried by Tenant shall be with companies having a rating of not less than A-VIII in Best's Insurance Guide. All such policies shall be endorsed to agree that Tenant's policy is primary and that any insurance covered by Landlord is excess and not contributing with any Tenant insurance requirement hereunder. Tenant agrees that if Tenant does not take out and maintain such insurance or furnish Landlord with renewals or binders, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge Tenant the cost thereof, which amount shall be payable by Tenant upon demand with interest from the date such sums are extended. All such insurance shall provide that it cannot be canceled except upon thirty (30) days prior notice to Landlord. Tenant shall comply with all rules and directives of any insurance board, company or agency determining rates of hazard coverage for the Premises, including but not limited to the installation of any equipment and/or the correction of any condition necessary to prevent any increase in such rates.

B. Waiver of Subrogation. Landlord and Tenant each agree that neither Landlord nor Tenant will have any claim against the other for any loss, damage or injury which is covered by insurance carried by either party and for which recovery from such insurer is made, notwithstanding the negligence of either party in causing the loss, and each agree to have their respective insurers issuing the insurance described in this Article 8 waive any rights of subrogation that such companies may have against the other party. This release shall be valid only if the insurance policy in question permits waiver of subrogation or if the insurer agrees in writing that such waiver of subrogation will not affect coverage under said policy. Each party agrees to use commercially reasonable efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

C. Waiver of Claims. Except for claims arising from Landlord's willful misconduct or gross negligence that are not covered by Tenant's insurance required hereunder, Tenant waives all claims against Landlord for injury or death to persons, damage to property or to any other interest of Tenant sustained by Tenant or any party claiming, through Tenant resulting from: (i) any occurrence in or upon the Premises, (ii) leaking of roofs, bursting, stoppage or leaking of water, gas, sewer or steam pipes or equipment, including sprinklers, (iii) wind, rain, snow, ice, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, or other casualty, (iv) the Building, Premises, or the operating and mechanical systems or equipment of the Building, being defective, or failing, and (v) vandalism, malicious mischief, theft or other acts or omissions of any other parties including, without limitation, other tenants, contractors and invitees at the Building. Tenant agrees that Tenant's property loss risks shall be borne by its insurance, and Tenant agrees to look solely to and seek recovery only from its insurance carriers in the event of such losses. For purposes hereof, any deductible amount shall be treated as though it were recoverable under such policies. In no event will Landlord be responsible for any consequential damages incurred by Tenant, including but not limited to, lost profits or interruption of business as a result of any default by Landlord hereunder.

## ARTICLE 9.

### INDEMNIFICATION

A. Tenant Indemnity of Landlord. Tenant shall defend, indemnify and hold harmless Landlord and its agents, successors and assigns, including its Building Manager, from and against any and all injury, loss, costs, expenses, liabilities, claims or damage (including attorneys' fees and disbursements) to any person or property (i) arising from, related to, or in connection with any use or occupancy of the Premises by Tenant or (ii) arising from, related to, or in connection with any act or omission (including, without limitation, construction and repair of the Premises arising out of Tenant's Work, if any, or subsequent work) of Tenant, its agents, contractors, employees, customers, and invitees, which indemnity extends to any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. This indemnification shall survive the expiration or termination of the Lease Term. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.

B. Indemnity Limitations. The indemnity obligations set forth in sections A and B above shall not apply (i) to any costs or expenses not reasonably incurred by the indemnitee, or (ii) to any claims, causes of action, liabilities, losses, costs and expenses resulting from a default by the indemnitee hereunder.

C. Indemnitees; Acceptable Attorneys. Whenever, in this Article and throughout this Lease, Landlord or Tenant is required to defend, indemnify and hold the other harmless, such obligations shall extend to the successors, assigns, officers, partners, directors, employees and other agents of the indemnitee. In any instance where this Lease requires either party to defend the other, such defense shall involve an attorney or attorneys reasonably acceptable to the indemnitee.

D. Limitation on Liability. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Building, or by any owner or occupants of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities or willful misconduct of others. To the extent not covered by all risk property insurance, Tenant agrees to pay for all damage to the Building, as well as all damage to persons or property of other tenants or occupants thereof, caused by the negligence, fraud or willful misconduct of Tenant or any of its agents, contractors, employees, customers and invitees. Nothing contained herein shall be construed to relieve Landlord from liability for any personal injury resulting from its gross negligence, fraud or willful misconduct.

E. Surveillance. Tenant acknowledges that Landlord's election to provide mechanical surveillance or to post security personnel in the Building is subject to Landlord's sole discretion. Landlord shall have no liability in connection with the decision whether or not to provide such services and Tenant hereby waives all claims based thereon. Landlord shall not be liable for losses due to theft, vandalism, or like causes. Tenant shall defend, indemnify, and hold Landlord harmless from any such claims made by any employee, licensee, invitee, contractor, agent or, other person whose presence in, on or about the Premises or the Building is attendant to the business of Tenant.

## ARTICLE 10.

### CASUALTY DAMAGE

Tenant shall promptly notify Landlord or the Building Manager of any fire or other casualty to the Premises or to the extent it knows of damage, to the Building. In the event the Premises or any substantial part of the Building is wholly or partially damaged or destroyed by fire or other casualty which is covered by Landlord's insurance, Landlord will proceed to restore the same to substantially the same condition existing immediately prior to such damage or destruction unless (i) such damage or destruction is incapable of repair or restoration within three hundred sixty-five (365) days as determined by Landlord's architect; or (ii) the insurance proceeds recovered by reason of the damage or destruction are, in Landlord's sole judgment, inadequate to complete the restoration of the Building; or (iii) Landlord elects not to repair or restore the Building, in any of which events Landlord or Tenant may, by notice given to the other party

within sixty (60) days of such damage or destruction, declare this Lease terminated as of the happening of such damage or destruction. If, in Landlord's sole opinion, the net insurance proceeds recoverable by reason of the damage or destruction will not be adequate to complete the restoration of the Building, Landlord shall have the right to terminate this Lease and all unaccrued obligations of the parties hereto by sending a notice of such termination to Tenant. To the extent after fire or other casualty that Tenant shall be deprived of the use and occupancy of the Premises or any portion thereof as a result of any such damage, destruction or the repair thereof, providing Tenant did not cause the fire or other casualty, then so long as and to the extent Landlord's recovery of Rent as a result of a casualty is covered by insurance, Tenant shall be relieved of the same ratable portion of the Monthly Base Rent due under this Lease as the amount of damaged or useless space in the Premises bears to the rentable square footage of the Premises until such time as the Premises may be restored. Landlord shall reasonably determine the amount of damaged or useless space and the square footage of the Premises referenced in the prior sentence and whether or not its insurance covers the payment of Rent.

## ARTICLE 11.

### CONDEMNATION

In the event of a condemnation or taking of the entire Premises by a public or quasi-public authority, this Lease shall terminate as of the date title vests in the public or quasi-public authority. In the event of (i) a taking or condemnation of fifteen percent (15%) or more (but less than the whole) of the Building and without regard to whether the Premises are part of such taking or condemnation; (ii) a taking or condemnation which results in Landlord electing not to restore the Building; or (iii) a taking or condemnation which results in Landlord electing to change the use of the land upon which the Building is located, Landlord may elect to terminate this Lease by giving notice to Tenant within sixty (60) days of Landlord receiving notice of such condemnation. In the event of a partial taking as described in this Article, or a sale, transfer or conveyance in lieu thereof, which does not result in the termination of this Lease, Rent shall be apportioned according to the ratio that the part of the Premises remaining usable by Tenant bears to the total area of the Premises. All compensation awarded for any condemnation shall be the property of Landlord, whether such damages shall be awarded as a compensation for diminution in the value of the leasehold or to the fee of the Premises, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation. Providing, however that in the event this Lease is terminated, Tenant shall be entitled to make a separate claim for the taking of Tenant's personal property (including fixtures paid for by Tenant), and for costs of moving. Notwithstanding anything herein to the contrary, any condemnation award to Tenant shall be available only to the extent such award is payable separately to Tenant and does not diminish the award available to Landlord or any Lender of Landlord and such award shall be limited to the amount of Rent actually paid by Tenant to Landlord for the period of time for which the award is given. Any additional portion of such award shall belong to Landlord. Tenant hereby waives any and all rights, imposed by law, statute, ordinance, governmental regulation or requirement of the United States, the State in which the Building is located or any local government authority or agency or any political subdivision thereof, now or hereafter in effect, it might otherwise have to petition a court to terminate the Lease.

## ARTICLE 12.

### REPAIR AND MAINTENANCE

A. Tenant's Obligations. Tenant shall keep the Premises in good working order, repair (and in compliance with all Laws now or hereafter adopted) and condition (which condition shall be neat, clean and sanitary) and shall make all necessary non-structural repairs thereto and any repairs to non-Building standard mechanical, HVAC, electrical and plumbing systems or components in or serving the Premises. Tenant's obligations hereunder shall include, but not be limited to, Tenant's trade fixtures and equipment, security systems, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors, interior glass, light fixtures, keys and locks, and alterations to the Premises whether installed by Tenant or Landlord. Landlord may make any repairs which are not promptly made by Tenant after Tenant's receipt of notice and the reasonable opportunity of Tenant to make said repair within five (5) business days from receipt of said notice, and charge Tenant for the cost thereof, which cost shall be paid by Tenant within



five (5) days from invoice from Landlord. Tenant waives all rights to make repairs at the expense of Landlord, or to deduct the cost thereof from Rent.

B. Landlord's Obligations. Landlord shall maintain (i) the foundations, roof, perimeter walls and exterior windows and all structural aspects of the Building, and (ii) all nonstructural aspects of the Building which relate to the Common Areas or to more than one tenant's premises, or which no tenant of the Building is required to maintain and repair, including all systems and facilities necessary for the operation of the Building and the provision of services and utilities as required herein (except to the extent that any of the foregoing items are installed by or on behalf of, or are the property of, Tenant). Landlord shall, as soon as is commercially reasonable, also make all necessary structural repairs to the Building and any necessary repairs to the Building standard mechanical, HVAC, electrical, and plumbing systems in or servicing the Premises (the cost of which shall be included in Operating Expenses under Article 4), excluding repairs required to be made by Tenant pursuant to this Article. Landlord shall have no responsibility to make any repairs unless and until Landlord receives notice of the need for such repair or otherwise becomes aware. Landlord shall not be liable for any failure to make repairs or to perform any maintenance unless such failure shall persist for an unreasonable period of time after notice of the need for such repairs or maintenance is received by Landlord from Tenant or after Landlord otherwise becomes aware. Landlord shall make every reasonable effort to perform all such repairs or maintenance in such a manner (in its judgment) so as to cause minimum interference with Tenant and the Premises but Landlord shall not be liable to Tenant for any interruption or loss of business pertaining to such activities. Landlord shall have the right to require that any damage caused by the willful misconduct of Tenant or any of Tenant's agents, contractors, employees, invitees or customers, be paid for and performed by the Tenant (without limiting Landlord's other remedies herein).

C. General Obligations. Alterations to the Premises required from time to time to comply with applicable laws, requirements of any board of property insurance underwriters or similar entity, or reasonable requirements of Landlord's or Tenant's insurers shall be made by the party to this Lease responsible for maintaining and repairing the applicable aspect of the Premises hereunder. Landlord warrants to Tenant that, as of the Commencement Date, all aspects of the Premises comprising Landlord's Work, if any, shall comply with all applicable laws, with the requirements of Landlord's insurers, and with the requirements of all boards of property insurance underwriters and similar entities.

D. Signs and Obstructions. Tenant shall not obstruct or permit the obstruction of light, halls, Common Areas, roofs, parapets, stairways or entrances to the Building or the Premises and will not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Building or the Premises, including the inside or outside of the windows or doors, unless the design meets the building standard and without the written consent of Landlord. If such work is done by Tenant through any person, firm or corporation not approved by Landlord, or without the express written consent of Landlord, Landlord shall have the right to remove such signs, projections, awnings, signals or advertisements without being liable to the Tenant by reason thereof and to charge the cost of such removal to Tenant as Additional Rent, payable within ten (10) days of Landlord's demand therefore. Tenant shall be entitled to Building standard suite and lobby directory signage at Landlord's expense.

E. Outside Services. Tenant shall not permit, except by Landlord or a person or company reasonably satisfactory to and approved by Landlord: (i) the extermination of vermin in, on or about the Premises; (ii) the servicing of heating, ventilating and air conditioning equipment; (iii) the collection of rubbish and trash other than in compliance with local government health requirements and in accordance with the rules and regulations established by Landlord, which shall minimally provide that Tenant's rubbish and trash shall be kept in containers located so as not to be visible to members of the public and in a sanitary and neat condition; or (iv) window cleaning, janitorial services or similar work in or about the Premises.

F. Condition of Premises. Except as otherwise provided herein to the contrary, and except for Landlord Work to be performed in accordance with Exhibit C, Tenant hereby agrees that the Premises shall be taken "as is", "with all faults", "without any representations or warranties", and Tenant hereby acknowledges and agrees that it has investigated and inspected the condition of the Premises and the suitability of same for Tenant's purposes, and Tenant does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of

the condition of the Premises or the suitability of same for Tenant's purposes. Tenant acknowledges that neither Landlord nor any agent nor any employee of Landlord has made any representation or warranty with respect to the Premises or with respect to the suitability of either for the conduct of Tenant's business and Tenant expressly represents and warrants that Tenant has relied solely on its own investigation and inspection of the Premises in its decision to enter into this Lease and let the Premises in an "As Is" condition. The Premises shall be initially improved as provided in, and subject to, the Work Letter attached hereto as Exhibit C and made a part hereof. The existing leasehold improvements in the Premises as of the date of this Lease, together with the Tenant Improvements (as defined in the Work Letter) may be collectively referred to herein as the "Tenant Improvements." The taking of possession of the Premises by Tenant shall conclusively establish that the Premises were at such time in satisfactory condition.

Landlord reserves the right from time to time, but subject to payment by and/or reimbursement from Tenant as otherwise provided herein: (i) to install, use, maintain, repair, replace and relocate for service to the Premises and/or other parts of the Building pipes, ducts, conduits, wires, appurtenant fixtures, and mechanical systems, wherever located in the Premises or the Building, (ii) to alter, close or relocate any facility in the Premises or the Common Areas or otherwise conduct any of the above activities for the purpose of complying with a general plan for fire/life safety for the Building or otherwise and (iii) to comply with any federal, state or local law, rule or order with respect thereto or the regulation thereof not currently in effect. Landlord shall attempt to perform any such work with the least inconvenience to Tenant as possible, but, except as otherwise expressly provided herein, in no event shall Tenant be permitted to withhold or reduce Rent or other charges due hereunder as a result of same or otherwise make claim against Landlord for interruption or interference with Tenant's business and/or operations.

G. Shoring. If any excavation or construction is made adjacent to, upon or within the Building, or any part thereof, Tenant shall afford to any and all persons causing or authorized to cause such excavation or construction license to enter upon the Premises for the purpose of doing such work as such persons shall deem necessary to preserve the Building or any portion thereof from injury or damage and to support the same by proper foundations, braces and supports, without any claim for damages or indemnity or abatement of the Rent, or of a constructive or actual eviction of Tenant.

#### ARTICLE 13.

##### INSPECTION OF PREMISES

Tenant shall permit the Landlord, the Building Manager and its authorized representatives to enter the Premises to show the Premises during Normal Business Hours of the Building and at other reasonable times, in the case of an emergency or to inspect the Premises, to clean the Premises, to serve or post notices as provided by law or which Landlord deems necessary for the protection of Landlord or Landlord's property, and to make such repairs, improvements, alterations or additions in the Premises or in the Building of which they are a part as Landlord may deem necessary or appropriate. If Tenant shall not be personally present to open and permit an entry into the Premises at any time when such an entry is necessary or permitted hereunder, Landlord may enter by means of a master key or may enter forcibly, only in the case of an emergency, without liability to Tenant and without affecting this Lease.

#### ARTICLE 14.

##### SURRENDER OF PREMISES

Upon the expiration of the Term, or sooner termination of the Lease, Tenant shall quit and surrender to Landlord the Premises, broom clean, in good order and condition, normal wear and tear and damage by fire and other casualty which are Landlord's obligation excepted, and all Tenant Improvements, equipment, and fixtures, (including, but not limited to) light fixtures and HVAC equipment, wall coverings, carpeting and drapes, in or serving the Premises, whether installed by Tenant or Landlord, shall be Landlord's property and shall remain, all without compensation, allowance or credit to Tenant. Upon expiration of the Term, or sooner termination of the Lease, or upon dispossession by Landlord or abandonment by Tenant, a any property of any kind or character, including, but not limited to, furniture, fixtures and equipment, not removed shall be deemed to have been abandoned by Tenant, shall be the property of Landlord, and may be retained or disposed of by Landlord at Tenant's expense free of any and all claims of Tenant, as Landlord

shall desire. Tenant's leaving of any such property in the Premises shall be conclusive evidence of the intent by Tenant to abandon said property. All property not removed from the Premises by Tenant may, without notice to Tenant, be handled, stored, sold, destroyed, disposed of, or removed by Landlord at Tenant's expense and Landlord shall not be liable for the value, preservation or safekeeping thereof, nor shall Landlord be required to account to or credit Tenant for any value of said property. At Landlord's option all or part of such property may be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. The Tenant hereby waives, to the maximum extent allowable, the benefit of all laws now or hereafter in force in this state or elsewhere exempting property from liability for rent or for debt. Failure of Tenant to remove cabling or other telecommunications equipment or trade fixtures which Tenant is required to remove under this Lease shall, upon the option of Landlord, constitute a failure to vacate.

#### ARTICLE 15.

##### HOLDING OVER

Should Tenant, without Landlord's written consent, hold over after termination of this Lease, Tenant shall become a tenant at sufferance and any such holding over shall not constitute an extension of this Lease. Tenant shall pay Landlord, monthly and in advance, 200% of the annual Rent that was payable immediately preceding the hold-over period, prorated on a per diem basis, for each day Tenant shall retain possession of the Premises or any part thereof after expiration or earlier termination of this Lease, together with all damages sustained by Landlord on account thereof and all other payments required to be made by Tenant hereunder. The foregoing provisions shall not serve as permission for Tenant to hold-over, nor serve to extend the Term (although Tenant shall remain bound to comply with all provisions of this Lease until Tenant vacates the Premises) and Landlord shall have the right at any time thereafter to enter and possess the Premises and remove all property and persons therefrom or to require Tenant to surrender possession of the Premises as provided in this Lease upon the expiration or earlier termination of the Term. If Tenant fails to surrender the Premises upon the expiration or termination of this Lease, Tenant agrees to indemnify, defend and hold harmless Landlord from all costs, loss, expense or liability, including without limitation, claims made by any succeeding tenant and real estate brokers' claims and attorneys' fees. No acceptance by Landlord of any Rent during or for any period following the expiration or termination of the Lease shall operate or be construed as an extension or renewal of the Lease. Should Tenant remain in the Premises on a month-to-month basis with Landlord's prior and express written approval, such month-to-month tenancy may be cancelled by either party with thirty (30) days' prior notice or such lesser time period as may be permitted by law.

#### ARTICLE 16.

##### SUBLETTING AND ASSIGNMENT

A. Landlord's Consent. Tenant shall not assign its interests hereunder, sublease all or any portion of the Premises (for purposes of this Lease, a license shall be deemed to be a sublease), or list the Premises or any part thereof as available for assignment or sublease with any broker or agent or otherwise advertise, post, communicate or solicit prospective assignees or subtenants through any direct or indirect means, transfer any rights in more than fifty percent (50%) of the ownership of Tenant, or allow any other person to use or occupy any portion of the Premises (each event may be hereinafter referred to as a "Transfer"), without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed, except that Landlord shall not, under any circumstances, be obligated to consent to any assignment or subletting by Tenant (i) to any other tenant of the Building, (ii) by operation of law, or (iii) to any person who fails to meet any of the other reasonable criteria of Landlord that Tenant was required to meet prior to the execution of this Lease.

B. In the event that Tenant desires to assign or sublet the Premises, Tenant shall provide Landlord with financial statements for the proposed transferee, a fully executed copy of the proposed assignment, sublease or other Transfer documentation and such other information as Landlord may reasonably request. Within 15 Business Days after receipt of the required information and documentation, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form designated by Landlord; (b) refuse to consent to the Transfer in writing; or (c) recapture the portion of the Premises

that Tenant is proposing to Transfer. If Landlord exercises its right to recapture, this Lease shall automatically be amended (or terminated if the entire Premises is being assigned or sublet) to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer, although Landlord may require Tenant to execute a reasonable amendment or other document reflecting such reduction or termination. Tenant shall pay Landlord a review fee of \$1,500.00 for Landlord's review of any requested Transfer.

C. In the event that Tenant assigns or sublets the Premises, then any rights of Tenant to renew, extend, or expand the terms of this Lease shall automatically terminate and be of no further force or effect.

#### ARTICLE 17.

##### SUBORDINATION, NON-DISTURBANCE, ATTORNMEN AND MORTGAGEE PROTECTION

This Lease is subject and subordinate to all Mortgages now or hereafter placed upon the Building, and all other encumbrances and matters of public record applicable to the Building, including without limitation, any reciprocal easement or operating agreements, ground or underlying leases, covenants, conditions and restrictions and Tenant shall not act or permit the Premises to be operated in violation thereof. Landlord shall have the right to cause this Lease to be and become and remain subject and subordinate to any and all ground or underlying leases or Mortgages which may hereafter be executed covering the Premises, the Building or any renewals, modifications, consolidations, replacements or extensions thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof; provided, however, that Landlord shall use reasonable efforts to obtain from any Lender or other party in question a written undertaking in favor of Tenant to the effect that such Lender or other party will not disturb Tenant's right of possession under this Lease if Tenant is not then or thereafter in breach of any covenant or provision of this Lease and otherwise substantially in the form attached hereto as Exhibit F which Tenant agrees, within ten (10) days after Landlord's written request therefor, to execute, acknowledge and deliver upon request. To the extent not expressly prohibited by Law, Tenant waives the provisions of any Law now or hereafter adopted which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease or Tenant's obligations hereunder if such foreclosure or power of sale proceedings are initiated, prosecuted, or completed.

#### ARTICLE 18.

##### ESTOPPEL CERTIFICATE

Either party shall from time to time, upon written request by the other, execute, acknowledge and deliver to the requesting party (or the lender of the requesting party, as the case may be), within ten (10) business days after receipt of such request, a statement in writing, attached as Exhibit G certifying, without limitation: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, identifying such modifications and certifying that the Lease, as modified, is in full force and effect); (ii) the dates to which Rent and any other charges have been paid; (iii) that the requesting party is not in default under any provision of this Lease (or if the requesting party is in default, specifying each such default) and that no events or conditions exist which, with the passage of time or notice or both, would constitute a default on the part of the requesting party hereunder; (iv) the address to which notices to the non-requesting party shall be sent; (v) the amount of Tenant's security deposit; it being understood that any such statement so delivered may be relied upon in connection with any lease, mortgage or transfer and (vi) such other factual matters as the requesting party may reasonably request.

#### ARTICLE 19.

##### DEFAULTS

A. Tenant Defaults: The occurrence of any of the following shall constitute a "default" by Tenant hereunder:

(a) Tenant fails to pay when due any installment or other payment of Rent or any other amount owing to Landlord when due; or

(b) Tenant fails to keep in effect any insurance required to be maintained hereunder, and such failure continues for ten (10) days after notice thereof given by or on behalf of Landlord; or

(c) Tenant or any guarantor hereunder becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against Tenant which petition is not dismissed within sixty (60) days of its filing; or

(d) Tenant fails to cause to be released any mechanic's liens filed against the Premises or the Building within twenty (20) days after the date the same shall have been filed or recorded; or

(e) Tenant fails to observe or perform according to the provisions of Article 17 or 18 within the time periods specified in such Articles; or

(f) A receiver is appointed for Tenant's business or assets and the appointment of such receiver is not vacated within sixty (60) days after such appointment;

(g) Tenant abandons the Premises (For purposes of interpreting all provisions of this Lease, Tenant shall be deemed to have abandoned the Premises if Tenant ceases to regularly conduct business from the Premises for more than five (5) consecutive days); or

(h) Tenant fails to perform or observe any of the other covenants, conditions or agreements contained herein on Tenant's part to be kept or performed or breaches a representation made hereunder, and such failure shall continue for ten (10) days after notice thereof is given by or on behalf of Landlord, or if such default is curable but cure cannot reasonably be effected within such ten (10) day period, such default shall not be a default hereunder so long as Tenant promptly commences cure within ten (10) days and thereafter diligently prosecutes such cure to completion; or

(i) Except for transfers under Article 16, if the interest of Tenant or any guarantor hereunder shall be offered for sale or sold under execution or other legal process if Tenant makes any transfer, assignment, conveyance, sale, pledge, disposition of all or a substantial portion of Tenant's property.

All notices required to be given under this paragraph shall be in lieu of, and not in addition to any notice requirements imposed by law, statute, ordinance, governmental regulation or requirement of the United States, the State in which the Building is located or any local government authority or agency or any political subdivision thereof, now or hereafter in effect.

If Tenant or any guarantor hereunder files a voluntary petition pursuant to the United States Bankruptcy Reform Act of 2005, as the same may be from time to time be amended (the "Bankruptcy Code"), or take the benefit of any insolvency act or be dissolved, or if an involuntary petition or proceeding for dissolution or liquidation is filed against Tenant pursuant to the Bankruptcy Code and said petition is not dismissed within sixty (60) days after such filing, or if a proceeding for the appointment of a trustee or a receiver is commenced for Tenant's business or all or a portion of its assets and the appointment of such receiver is not vacated within sixty (60) days after such appointment, or if it shall make an assignment for the benefit of its creditors, then Landlord shall have all of the rights provided for in the event of nonpayment of the Rent. Tenant hereby stipulates to the lifting of the automatic stay in effect and relief from such stay in the event Tenant files a petition under the Bankruptcy Code, for the purpose of Landlord pursuing its rights and remedies against Tenant and/or a guarantor under this Lease.

If any alleged default on the part of the Landlord hereunder occurs, Tenant shall give notice to Landlord in the manner herein set forth and shall afford Landlord a reasonable opportunity to cure any such default. In addition, Tenant shall send notice of such default by certified or registered mail, postage prepaid, to the holder of any Mortgage whose address Tenant has been provided in writing, and shall afford such Mortgage holder a reasonable opportunity to cure any alleged default on Landlord's behalf. In no event will Landlord be responsible for any damages incurred by Tenant, including but not limited to, lost profits or



interruption of business as a result of any alleged default by Landlord hereunder. All defaults by Tenant of any covenant or condition of this Lease shall be deemed by the parties hereto to be material.

## ARTICLE 20.

### REMEDIES

A. Landlord Remedies. The remedies provided Landlord under this Lease are cumulative. Upon the occurrence of any default by Tenant, and in addition to any and all other rights provided a landlord under law or equity for breach of a lease or tenancy by a tenant, Landlord shall have the right to pursue one or more of the following remedies:

(a) Landlord may serve notice on Tenant that the Term and the estate hereby vested in Tenant and any and all other rights of Tenant hereunder shall cease on the date specified in such notice and on the specified date this Lease shall cease and expire as fully and with the effect as if the Term had expired for passage of time.

(b) Without terminating this Lease in case of a default or if this Lease shall be terminated for default as provided herein, Landlord may re-enter the Premises, remove Tenant, or cause Tenant to be removed from the Premises in such manner as Landlord may deem advisable, with or without legal process, and using such reasonable force as may be necessary. In the event of re-entry without terminating this Lease, Tenant shall continue to be liable for all Rents and other charges accruing or coming due under this Lease which Rent shall automatically accelerate and become immediately due and payable.

(c) If Landlord, without terminating this Lease, shall re-enter the Premises or if this Lease shall be terminated as provided in paragraph (a) above:

(i) All Rent due from Tenant to Landlord shall thereupon become due and shall be paid up to the time of re-entry, dispossession or expiration, together with reasonable costs and expenses (including, without limitation, attorneys' fees) of Landlord and without benefit of valuation and appraisal laws which Tenant hereby waives;

(ii) Landlord, without any obligation to do so, may relet the Premises or any part thereof for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term and may grant such concessions in reletting as Landlord, in the exercise of its reasonable business judgment, deems desirable. In connection with such reletting, Tenant shall be liable for all costs of the reletting including, without limitation, rent concessions, leasing commissions, legal fees and alteration and remodeling costs; and

(iii) If Landlord shall have terminated this Lease, Tenant shall also be liable to Landlord for all damages provided for at law and under this Lease resulting from Tenant's breach, including, without limitation, the difference between the aggregate Rents reserved under the terms of this Lease for the balance of the Term together with all other sums payable hereunder as Rent for the balance of the Term discounted to present value at the rate of eight percent (8%) per annum, less the fair rental value of the Premises for that period, similarly discounted, determined as of the date of such termination. For purposes of this paragraph, Tenant shall be deemed to include any guarantor or surety of the Lease. This provision shall not be deemed a penalty; rather, the damages to which Landlord are entitled hereunder are difficult of exact ascertainment and are a reasonable pre-estimate of probable loss.

(d) Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations (and with the understanding that Landlord is under no obligation to relet the Premises under any condition so long as there is comparable space available in the Building for lease).

(e) In the event Tenant fails to perform any non-monetary obligation within the time frames specified in this Lease, then, following any applicable notice and cure periods, Tenant shall pay to

Landlord a late performance charge in the amount of ten per cent (10%) of the Rent that is then in effect per each month, following the applicable notice and cure period, if any, until such obligation is fully performed.

(f) Whether or not Landlord terminates this Lease, Landlord shall have the right, as Landlord chooses in its absolute discretion, (i) to terminate any or all subleases, licenses, concessions and other agreements entered into by Tenant in connection with its occupancy of the Premises and/or (ii) to maintain any or all such agreements in effect and succeed to Tenant's interests in connection therewith (in which event Tenant shall cease to have any interest in any such agreement).

(g) Attorneys' Fees. (i) In any action to enforce the terms of this Lease, including any suit by Landlord for the recovery of Rent or possession of the Premises, the losing party shall reimburse the successful party for attorneys' fees (in an amount of fifteen percent (15%) of the amount recovered) incurred in such suit and such attorneys' fees shall be deemed to have accrued prior to the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. (ii) Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the Premises by license of Tenant, or for the foreclosure of any lien for labor or material furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant covenants to save and hold Landlord harmless from and against any judgment rendered against Landlord or the Premises or any part thereof and from and against all costs and expenses, including attorneys' fees (in an amount of fifteen percent (15%) of the amount recovered), incurred by Landlord in connection with such litigation.

(h) In addition to the above, Landlord shall have any and all other rights provided a landlord at law or in equity, including, but not limited to, those remedies provided for by laws, statutes, ordinances, governmental regulations or requirements of the United States, the State in which the Building is located or any local government authority or agency or any political subdivision thereof, now or hereafter in effect, for breach of a lease or tenancy by a tenant.

(i) TENANT HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, ACTION PROCEEDING OR COUNTERCLAIM BY EITHER LANDLORD OR TENANT AGAINST THE OTHER OR ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND/OR TENANT'S USE OR OCCUPANCY OR THE PREMISES.

B. Tenant Remedies. Upon the occurrence of any default by Landlord, Tenant shall, except as otherwise expressly provided herein, have all rights and remedies provided hereunder and by law from time to time; provided, however, that Tenant shall in no event have the right to terminate this Lease except as expressly provided herein or as provided by law.

## ARTICLE 21.

### QUIET ENJOYMENT

Landlord covenants and agrees with Tenant that so long as Tenant pays Rent and observes and performs all the terms, covenants, and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease, and Tenant's possession will not be disturbed by anyone claiming by, through, or under Landlord.

## ARTICLE 22.

### ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of an amount less than full payment of Rent then due and payable shall be deemed to be other than on account of Rent then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to

Landlord's right to recover the balance of such Rent or pursue any other remedy provided for in this Lease or available at law or in equity.

## ARTICLE 23.

### SECURITY DEPOSIT

To secure the full and faithful performance by Tenant of all of the covenants, conditions and agreements set forth in this Lease to be performed by it, including, without limitation, the foregoing such covenants, conditions and agreements in this Lease which become applicable upon its termination by re-entry or otherwise, Tenant shall, on or before the Effective Date, deposit with Landlord the sum shown in Article 1 as a "Security Deposit" on the understanding:

(a) that the Security Deposit or any portion thereof may be applied to the curing of any default that may exist, including but not limited to a breach for failure to pay Rent, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same will be restored to its original amount;

(b) that should the Premises be conveyed by Landlord, the Security Deposit or any balance thereof may be turned over to the Landlord's grantee, and if the Security Deposit is turned over to such grantee, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and its application or return, and Tenant agrees to look solely to such grantee for such application or return;

(c) that Landlord may commingle the Security Deposit with other funds, shall not be required to keep the Security Deposit in trust, and shall not be obligated to pay Tenant any interest;

(d) that the Security Deposit shall not be considered an advance payment of Rent or a measure of damages for any default by Tenant, nor shall it be a bar or defense to any actions by Landlord against Tenant;

(e) that if Tenant shall faithfully perform all of the covenants and agreements contained in this Lease on the part of the Tenant to be performed, and provided there exists no default by Tenant hereunder, the Security Deposit or any then remaining balance thereof, shall be returned to Tenant, without interest, within thirty (30) days after the expiration of the Term, provided that subsequent to the expiration of this Lease, Landlord may retain from the Security Deposit (i) an amount reasonably estimated by Landlord to cover potential Operating Expense reconciliation payments due with respect to the calendar year in which this Lease terminates or expires (such amount so retained shall not, in any event, exceed ten percent (10%) of estimated Operating Expense payments due from Tenant for such calendar year through the date of expiration or earlier termination of this Lease and any amounts so retained and not applied to such reconciliation shall be returned to Tenant within thirty (30) days after Landlord's delivery of the Statement for such calendar year), (ii) any and all amounts reasonably estimated by Landlord to cover the anticipated costs to be incurred by Landlord to remove any signage provided to Tenant under this Lease and to repair any damage caused by such removal (in which case any excess amount so retained by Landlord shall be returned to Tenant within thirty (30) days after such removal and repair), and (iii) any and all amounts permitted by law or this Article 23. Tenant hereby waives any and all provisions of law, now or hereafter in effect in the State in which the Building is located or any local government authority or agency or any political subdivision thereof, that limit the types of defaults for which a landlord may claim sums from a security deposit, it being agreed that Landlord, in addition, may claim those sums specified in this Article 23 above and/or those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Tenant or any officer, employee, agent, contractor or invitee of Tenant. Tenant further covenants that it will not assign or encumber the money deposited herein as a Security Deposit and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

## ARTICLE 24.

### BROKERAGE COMMISSION

Landlord and Tenant represent and warrant to each other that neither has dealt with any broker, finder or agent except for the Broker(s) identified in Article 1. Tenant represents and warrants to Landlord that (except with respect to the Broker(s) identified in Article 1 and with whom Landlord has entered into a separate brokerage agreement) no broker, agent, commission salesperson, or other person has represented Tenant in the negotiations for and procurement of this Lease and of the Premises and that no commissions, fees, or compensation of any kind are due and payable in connection herewith to any broker, agent commission salesperson, or other person. Tenant agrees to indemnify and hold harmless Landlord, its agents, members, partners, representatives, officers, affiliates, shareholders, employees, successors and assigns from and against any and all loss, liabilities, claims, suits, or judgments (including, without limitation, attorneys' fees (in an amount of fifteen percent (15%) of the amount recovered) and court costs incurred in connection with any such claims, suits, or judgments, or in connection with the enforcement of this indemnity) for any fees, commissions, or compensation of any kind which arise out of or are in any way connected with any claimed agency relationship not referenced in Article 1.

## ARTICLE 25.

### FORCE MAJEURE

Landlord shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by a cause or causes beyond its control, including all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing, or through acts of God. Tenant shall similarly be excused for delay in the performance of any obligation hereunder; provided:

(a) nothing contained in this Section or elsewhere in this Lease shall be deemed to excuse or permit any delay in the payment of Rent, or any delay in the cure of any default which may be cured by the payment of money; and

(b) no reliance by Tenant upon this Section shall limit or restrict in any way Landlord's right of self-help as provided in this Lease.

## ARTICLE 26.

### PARKING

A. Landlord hereby grants to Tenant the right, in common with others authorized by Landlord (unless exclusive use is specified in Article 1(R) above), to use the parking facilities in, or on the roof of, that portion of the surface lot and garage attached to or otherwise serving the Building, which is specifically allocated for the use of the Building and its occupants (the "Parking Facility") and to use no more than the number of spaces made available to Tenant as set forth in Article 1(R) (the "Spaces") notwithstanding the number of Tenant's employees, customers or invitees.

B. No deductions or allowances shall be made for days when Tenant or any of its employees does not utilize the Parking Facility or for Tenant utilizing less than all of the Spaces. Tenant shall not have the right to lease or otherwise use more than the number of unreserved Spaces set forth above.

C. If Tenant adds additional office space to its Premises under this Lease due to the exercise of any options under this Lease, then Tenant shall be entitled to additional unreserved parking spaces equal to 3.5 spaces for every 1,000 rentable square feet contained in such additional space. Such additional spaces shall be considered "Spaces" hereunder and shall be subject to the terms and provisions of this Article 26. Likewise, if Tenant reduces the size of its Premises under this Lease, then the number of

Spaces available to Tenant hereunder shall be reduced at a ratio equal to 3.5 Spaces for every 1,000 rentable square feet contained in the portion of the Premises surrendered to Landlord.

D. The Parking Spaces shall be available to Tenant at no additional charge during the initial Term.

E. Except for particular spaces and areas designated by Landlord for reserved parking, all parking in the Parking Facility shall be on an unreserved, first-come, first-served basis.

F. Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the Parking Facility regardless of whether such loss or theft occurs when the Parking Facility is locked or otherwise secured. Except as caused by the negligence or willful misconduct of Landlord and without limiting the terms of the preceding sentence, Landlord shall not be liable for any loss, injury or damage to persons using the Parking Facility or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the Spaces shall be at the sole risk of Tenant and its employees.

G. Landlord shall have the right from time to time to designate the location of the Spaces and to promulgate reasonable rules and regulations regarding the Parking Facility, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Tenant shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.

H. Tenant shall not store or permit its employees to store any automobiles in the Parking Facility without the prior written consent of Landlord. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the Parking Facility or on the Property. If it is necessary for Tenant or its employees to leave an automobile in the Parking Facility overnight, Tenant shall provide Landlord with prior notice thereof designating the license plate number and model of such automobile.

I. Landlord shall have the right to temporarily close the Parking Facility or certain areas therein in order to perform necessary repairs, maintenance and improvements to the Parking Facility.

J. Tenant shall not assign or sublease any of the Spaces without the consent of Landlord. Landlord shall have the right to terminate this Parking Agreement with respect to any Spaces that Tenant desires to sublet or assign.

K. Landlord may elect to provide parking cards or keys to control access to the Parking Facility. In such event, Landlord shall provide Tenant with one card or key for each Space that Tenant is leasing hereunder, provided that Landlord shall have the right to require Tenant or its employees to place a deposit on such access cards or keys and to pay a fee for any lost or damaged cards or keys.

L. Landlord hereby reserves the right to enter into a management agreement or lease with an entity for the Parking Facility ("**Parking Facility Operator**"). In such event, Tenant, upon request of Landlord, shall enter into a parking agreement with the Parking Facility Operator and pay the Parking Facility Operator the monthly charge established hereunder, and Landlord shall have no liability for claims arising through acts or omissions of the Parking Facility Operator unless caused by Landlord's negligence or willful misconduct. It is understood and agreed that the identity of the Parking Facility Operator may change from time to time during the Term. In connection therewith, any parking lease or agreement entered into between Tenant and a Parking Facility Operator shall be freely assignable by such Parking Facility Operator or any successors thereto.



## ARTICLE 27.

### HAZARDOUS MATERIALS

A. Definition of Hazardous Materials. The term "Hazardous Materials" for purposes hereof shall mean any chemical, substance, materials or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, materials or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a materials safety data sheet ("MSDS"). The term "Hazardous Material" includes, without limitation, any material, waste or substance which is (i) included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in or pursuant to any environmental Law, or subject to regulation under any environmental Law, (ii) listed in the United States Department of Transportation Optional Hazardous Material Table, 49 C.F.R. § 172.101, as to date or hereafter amended, or in the United States Environmental Protection Agency List of Hazardous Substances and Reportable Quantities, 40 C.F.R. Part 302, as to date or hereafter amended, (iii) an explosive, radioactive, asbestos, polychlorinated biphenyl, oil or petroleum product, (iv) designated as a "Hazardous Substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (v) defined as a "Hazardous Waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), (vi) defined as a "Hazardous Substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601), or (vii) any substance deemed to be a "Hazardous Material" by any present or future federal, state or local Law, statute, regulation ordinance, or any judicial or administrative order or judgment thereunder, because it effects the health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises.

B. No Hazardous Materials. Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Materials. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within the Premises of Hazardous Materials customarily used in the business or activity expressly permitted to be undertaken in the Premises under Article 6, provided: (a) such Hazardous Materials shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises and the ordinary course of Tenant's business therein, strictly in accordance with applicable Law, highest prevailing standards, and the manufacturers' instructions therefor, (b) such Hazardous Materials shall not be disposed of, released or discharged in the Building, and shall be transported to and from the Premises in compliance with all applicable Laws, and as Landlord shall reasonably require, (c) if any applicable Law or Landlord's trash removal contractor requires that any such Hazardous Materials be disposed of separately from ordinary trash, Tenant shall make arrangements, at Tenant's expense, for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by Landlord), and (d) any remaining such Hazardous Materials shall be completely, properly and lawfully removed from the Building upon expiration or earlier termination of this Lease. Any clean up, remediation and removal work shall be subject to Landlord's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord. If Landlord or any Lender or governmental body arranges for any tests or studies showing that this Article has been violated by Tenant, Tenant shall pay for the costs of such tests.

C. Notices To Landlord. Tenant shall promptly notify Landlord of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Materials on the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Materials on the Premises, (iii) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Materials on or from the Premises or in violation of this Article, and (iv) any matters where Tenant is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Materials on the Premises. Landlord shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety Law. At such times as Landlord may reasonably request, Tenant shall provide Landlord with a written list, certified to be true and complete,

identifying any Hazardous Materials then used, stored, or maintained upon the Premises, the use and approximate quantity of each such materials, a copy of any MSDS issued by the manufacturer therefor, and such other information as Landlord may reasonably require or as may be required by Law.

D. Environmental Audit. During the last six (6) months of the Term, Landlord may have an environmental audit of the Premises conducted by an independent environmental expert selected by Landlord. If such audit discloses the presence of any Hazardous Materials or the violation of any Law for which Tenant is responsible under this Article, Tenant shall promptly take action as may be required by this Article.

E. Indemnification. If any Hazardous Materials are released, discharged or disposed of by Tenant or any other occupant of the Premises, or their employees, agents, invitees or contractors, on or about the Building in violation of the foregoing provisions, Tenant shall immediately, properly and in compliance with applicable Laws clean up, remediate and remove the Hazardous Materials from the Building and any other affected property and clean or replace any affected personal property (whether or not owned by Landlord), at Tenant's expense (without limiting Landlord's other remedies therefor). Tenant shall further be required to indemnify, hold harmless and defend (by counsel reasonably acceptable to Landlord) Landlord, Landlord's directors, officers, partners, employees, attorneys, agents, successors and assigns from and against any and all claims, demands, liabilities, losses, damages, penalties, forfeitures, judgments or expenses (including attorneys' fees) or death or injury to any person or damage to any property whatsoever, arising directly or indirectly arising out of or attributable to: (i) a violation of the provisions of this Article by Tenant, Tenant's occupants, employees, contractors or agents; (ii) the presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials placed in, under or about the Premises by Tenant or at Tenant's direction, excluding any tenant improvement work done by Landlord; (iii) Tenant's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises; or (iv) Tenant's failure to comply with any Hazardous Materials Law applicable hereunder to Tenant. Any clean up, remediation and removal work shall be subject to Landlord's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord. If Landlord or any Lender or governmental body arranges for any tests or studies showing that this Article has been violated, Tenant shall pay for the costs of such tests. The provisions of this Article shall survive the expiration or earlier termination of this Lease.

Landlord will indemnify, defend (by counsel reasonably acceptable to Tenant), protect, and hold Tenant and each of Tenant's employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorney's fees) or death or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by:

- (i) the presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials placed, in, on, under or about the Premises by Landlord or at Landlord's direction; or
- (ii) Landlord's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises; or
- (iii) Landlord's failure to comply with any Hazardous Materials Law.

The obligations of each party pursuant to this Section include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and survives the expiration or earlier termination of the term of the Lease.

ARTICLE 28.

ADDITIONAL RIGHTS RESERVED BY LANDLORD

In addition to any other rights provided for herein, Landlord reserves the following rights, exercisable without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession or giving rise to any claim:

- (a) To name the Building and to change the name or street address of the Building;
- (b) To install and maintain all signs on the exterior and interior of the Building;
- (c) To designate all sources furnishing sign painting or lettering for use in the Building;
- (d) During the last ninety (90) days of the Term, if Tenant has not extended the Lease to decorate, remodel, repair, alter or otherwise prepare the Premises for occupancy, without affecting Tenant's obligation to pay Rent for the Premises;
- (e) To have pass keys to the Premises and all doors therein, excluding Tenant's vaults and safes;
- (f) On reasonable prior notice to Tenant, to exhibit the Premises to any prospective purchaser, Lender, mortgagee, or assignee of any mortgage on the Building and to others having an interest therein at any time during the Term, and to prospective tenants during the last six (6) months of the Term;
- (g) To take any and all measures, including entering the Premises for the purpose of making inspections, repairs, alterations, additions and improvements to the Premises or to the Building (including for the purpose of checking, calibrating, adjusting and balancing controls and other parts of the Building Systems), as may be necessary or desirable for the operation, improvement, safety, protection or preservation of the Premises, or in order to comply with all Laws, orders and requirements of governmental or other authority, or as may otherwise be permitted or required by this Lease; provided, however, that during the progress of any work on the Premises, Landlord will attempt not to inconvenience Tenant, but shall not be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant by reason of performing any work or by bringing or storing materials, supplies, tools or equipment in the Building or Premises during the performance of any work, and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever;
- (h) To modify, reduce or discontinue services provided within the Building;
- (i) To relocate various facilities within the Building and on the land of which the Building is a part if Landlord shall determine such relocation to be in the best interest of the development of the Building and such property, provided that such relocation shall not materially restrict access to the Premises; and
- (j) To install vending machines of all kinds in the Building and to receive all of the revenue derived therefrom, provided, however, that no vending machines shall be installed by Landlord in the Premises unless Tenant so requests.
- (k) To file a UCC financing statement to perfect any liens for any lawful collateral in favor of Landlord created by this Lease Agreement or any applicable statute. Tenant hereby appoints Landlord as its attorney in fact in Tenant's stead, with full authority to execute, if necessary, UCC filings recognizing and recording Landlord's statutory or contractual lien

## ARTICLE 29.

### DEFINED TERMS

A. "Building" shall refer to the Building named in Article 1 of which the Premises are a part (including all modifications, additions and alterations made to the Building during the term of this Lease) and the real property on which the same is located.

B. "Common Areas" shall mean and include all areas, facilities, equipment, directories and signs of the Building (exclusive of the Premises and areas leased to other Tenants) made available and designated by Landlord for the common and joint use and benefit of Landlord, Tenant and other tenants and occupants of the Building including, but not limited to, lobbies, public washrooms, hallways, sidewalks, parking areas, landscaped areas and service entrances. Common Areas may further include such areas in adjoining properties under reciprocal easement agreements, operating agreements, or other such agreements now or hereafter in effect and which are available to Landlord, Tenant and Tenant's employees and invitees. Landlord reserves the right in its sole discretion and from time to time, to construct, maintain, operate, repair, close, limit, take out of service, alter, change, and modify all or any part of the Common Areas.

C. "Default Rate" shall mean eighteen percent (18%) per annum, or the highest rate permitted by applicable law, whichever shall be less. If the application of the Default Rate causes any provision of this Lease to be usurious or unenforceable, the Default Rate shall automatically be reduced to the highest rate allowed by law so as to prevent such result.

D. "Hazardous Materials" shall have the meaning set forth in Article 27.

E. "Landlord" and "Tenant" shall be applicable to one or more parties as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine; and if there is more than one(1), the obligations thereof shall be joint and several. For purposes of any provisions indemnifying or limiting the liability of Landlord, the term "Landlord" shall include Landlord's present and future partners, beneficiaries, trustees, officers, directors, employees, shareholders, principals, agents, affiliates, successors and assigns.

F. "Law" or "Laws" shall mean all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in the state in which the Building is located, and decisions of federal courts applying the Laws of such state.

G. "Lease" shall mean this lease executed between Tenant and Landlord, including any extensions, amendments or modifications and any Exhibits attached hereto.

H. "Lease Year" shall mean each consecutive twelve (12) month period thereof during the Term, with the first Lease Year commencing on the Commencement Date; however, (a) if the Commencement Date falls on a day other than the first day of a calendar month, the first Lease Year shall end on the last day of the twelfth (12th) full calendar month after the Commencement Date and the second (2nd) and each succeeding Lease Year shall commence on the first day of the next calendar month, and (b) the last Lease Year shall end on the Expiration Date.

I. "Lender" shall mean the holder of a Mortgage at the time in question, and where such Mortgage is a ground lease, such term shall refer to the ground lessee.

J. "Mortgage" shall mean all mortgages, deeds of trust, ground leases and other such encumbrances now or hereafter placed upon the Building or any part thereof with the written consent of Landlord, and all renewals, modifications, consolidations, replacements or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.

K. "Operating Expenses" shall mean all operating expenses of any kind or nature which are necessary, ordinary or customarily incurred in connection with the operation, maintenance, ownership or repair of the Building as determined by Landlord.

Operating Expenses shall include, but not be limited to:

1.1 costs of supplies, including, but not limited to, the cost of relamping all Building standard lighting as the same may be required from time to time;

1.2 costs incurred in connection with obtaining and providing energy for the Building, including, but not limited to, costs of propane, butane, natural gas, steam, electricity, solar energy and fuel oils, coal or any other energy sources, including any taxes thereon;

1.3 costs of water and sanitary and storm drainage services;

1.4 costs of janitorial and security services;

1.5 costs of general maintenance and repairs, including costs under HVAC, the intrabuilding network cable and other mechanical maintenance contracts and maintenance, repairs and replacement of equipment and tools used in connection with operating the Building and the parking facilities;

1.6 costs of maintenance and replacement of landscaping;

1.7 insurance premiums, including fire and all-risk coverage, together with loss of rent endorsements, the part of any claim required to be paid under the deductible portion of any insurance policies carried by Landlord in connection with the Building (where Landlord is unable to obtain insurance without such deductible from a major insurance carrier at reasonable rates), public liability insurance and any other insurance carried by Landlord on the Building, or any component parts thereof (all such insurance shall be in such amounts as may be required by any holder of a Mortgage or as Landlord may reasonably determine);

1.8 labor costs, including wages and other payments, costs to Landlord of worker's compensation and disability insurance, payroll taxes, employment taxes, general welfare benefits, pension payments, medical and surgical benefits, fringe benefits up to the level of Building manager, and all legal fees and other costs or expenses incurred in resolving any labor dispute;

1.9 professional building management fees required for management of the Building;

1.10 legal, accounting, inspection, and other consultation fees (including, without limitation, fees charged by consultants retained by Landlord for services that are designed to produce a reduction in Operating Expenses or to reasonably improve the operation, maintenance or state of repair of the Building) incurred in the ordinary course of operating the Building or in connection with making the computations required hereunder or in any audit of operations of the Building;

1.11 the costs of capital improvements or structural repairs or replacements made in or to the Building in order to conform to changes, subsequent to the date of this Lease, in any applicable Laws, ordinances, rules, regulations or orders of any governmental or quasi-governmental authority having jurisdiction over the Building (herein "Required Capital Improvements") or the costs incurred by Landlord to install a new or replacement capital item for the purpose of reducing Operating Expenses (herein "Cost Savings Improvements"). The expenditures for Required Capital Improvements and Cost Savings Improvements shall be amortized over the useful life of such capital improvement or structural repair or replacement (as determined by Landlord). All costs so amortized shall bear interest on the amortized balance at the rate of twelve percent (12%) per annum or such higher rate as may have been paid by Landlord on funds borrowed for the purpose of constructing these capital improvements;

In making any computations contemplated hereby, Landlord shall also be permitted to make such adjustments and modifications to the provisions of this paragraph and Article 4 as shall be reasonable and necessary to achieve the intention of the parties hereto.



Excluded from Operating Expenses shall be the following: (aa) interest on and amortization of debts; (bb) brokerage commissions (whether for sale, leasing or financing), and advertising expenses for procuring new tenants of the Building; (cc) financing and refinancing costs; (dd) Taxes; (ee) leasehold improvements made exclusively for one or more particular tenant(s) of the Building (which do not benefit or are not made available to the Tenant); (ff) the cost of any item included in Operating Expenses under section K above to the extent that such cost is reimbursed by a warranty, guaranty, service contract, an insurance company, a condemnor, or a tenant (except as a reimbursement of Operating Expenses) or any other party, but if at the time Operating Expenses are determined for a particular year such reimbursement has not been made, such expenses may be included in Operating Expenses and an adjustment shall be made when and if such reimbursement is actually received; (gg) ground rent, or any other rent payments under any superior lease of the Building, (hh) expenses incurred in the sale, transfer, or other disposition of any of the Building, or any interest therein, (ii) legal fees and court costs relating to acquisition, financing, refinancing and sale of the Building, or any interest therein, or related to disputes with other tenants or other occupants of the Building, or associated with the preparation, negotiation or enforcement of any leases, (jj) administrative salaries, benefits and other compensation of Landlord's or its agents' employees above the grade of Building manager, (kk) costs of additional or extra services furnished to other tenants for which Landlord is separately reimbursed, (ll) depreciation and amortization of Landlord's acquisition cost of the Building, (mm) the cost of any work performed or service provided to the extent the fees charged or other compensation received would result in a duplicative recovery by the Landlord.

L. "Rent" shall have the meaning specified therefor in Article 3.

M. "Tax" or "Taxes" shall mean:

1.1 all real property taxes and assessments levied against the Building by any governmental or quasi-governmental authority. The foregoing shall include all federal, state, county, or local governmental, special district, improvement district, municipal or other political subdivision taxes, fees, levies, assessments, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, respecting the Building, including without limitation, real estate taxes, general and special assessments, interest on any special assessments paid in installments, transit taxes, water and sewer rents, taxes based upon the receipt of rent, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, appurtenances, furniture and other personal property used in connection with the Building which Landlord shall pay during any calendar year, any portion of which occurs during the Term (without regard to any different fiscal year used by such government or municipal authority except as provided below). Provided, however, any taxes which shall be levied on the rentals of the Building shall be determined as if the Building were Landlord's only property, and provided further that in no event shall the term "taxes or assessment," as used herein, include any net federal or state income taxes levied or assessed on Landlord, unless such taxes are a specific substitute for real property taxes. Such term shall, however, include gross taxes on rentals. Expenses incurred by Landlord for tax consultants and in contesting the amount or validity of any such taxes or assessments shall be included in such computations.

1.2 all "assessments", including so-called special assessments, license tax, business license fee, business license tax, levy, charge, penalty or tax imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, water, drainage, or other improvement or special district thereof, against the Premises or the Building or any legal or equitable interest of Landlord therein. For the purposes of this Lease, any special assessments shall be deemed payable in such number of installments as is permitted by law, whether or not actually so paid. All of the preceding clauses M (1.1 and 1.2) are collectively referred to as the "Tax" or "Taxes".

All other capitalized terms shall have the definition set forth in the Lease.

## ARTICLE 30.

### MISCELLANEOUS PROVISIONS

A. RULES AND REGULATIONS. Tenant shall comply with all of the rules and regulations promulgated by Landlord from time to time for the Building. A copy of the current rules and regulations is attached hereto as Exhibit D. Landlord shall not be liable to Tenant for violation of any such rules and

regulations, or for the breach of any covenant or condition in any lease by any other tenant in the Building. A waiver by Landlord of any rule or regulation for any other tenant shall not constitute nor be deemed a waiver of that rule or regulation for Tenant.

B. EXECUTION OF LEASE. Tenant shall deliver, upon execution hereof, a fully executed form of the certificate attached hereto as Exhibit A and any other documents related thereto which Landlord may reasonably request. In the event Tenant fails to comply with the requirements set forth in this subparagraph (B), then each individual executing this Lease shall be personally liable for all of Tenant's obligations in this Lease.

C. NOTICES. All notices under this Lease shall be in writing and will be deemed sufficiently given for all purposes if, to Tenant, by delivery to Tenant at the Premises during the hours the Building is open for business or by certified mail, return receipt requested or by overnight delivery service (with one acknowledged receipt), to Tenant at the address set forth below, and if to Landlord, by certified mail, return receipt requested or by overnight delivery service (with one acknowledged receipt), at the addresses set forth below, or at such other address from time to time established by Landlord.

Landlord: at address shown in Article 1, item F.

with a copy to: Stanley, Esrey & Buckley, LLP  
Promenade II, Ste 2400  
1230 Peachtree Street N.E.  
Atlanta, GA 30309

Tenant: at address shown in Article 1, item B.

D. TRANSFERS. The term "Landlord" appearing herein shall mean only the owner of the Building from time to time and, upon a sale or transfer of its interest in the Building, the then landlord and transferring party shall have no further obligations or liabilities for matters accruing after the date of transfer of that interest. Tenant, upon such sale or transfer, agrees to attorn to the transferee and shall look solely to the successor owner and transferee of the Building, as the lessor under this Lease, for performance of Landlord's obligations hereunder. Tenant shall, within five (5) days after request, execute such further instruments or assurances as such transferee may reasonably deem necessary to evidence or confirm such attornment.

E. RELOCATION. Landlord shall be entitled during the Lease Term to cause Tenant to relocate from the Premises to a space within the Building the Landlord, in its sole discretion, believes is reasonably comparable (a "Relocation Space") at any time after reasonable notice, which notice shall give Tenant no less than thirty (30) days advance notice. Landlord or the third party tenant replacing Tenant shall pay the reasonable relocation costs (including moving, phone and computer and network reinstallation, and expenses associated with address changes) associated with moving Tenant to the Relocation Space. Such relocation shall not terminate, modify or otherwise affect the Lease, except with respect to the location of the Premises from and after the date of such relocation. "Premises", shall, thereafter, refer to the Relocation Space into which Tenant has been moved, rather than the original Premises as herein defined. If Relocation Space is larger than existing Premises, Tenant shall pay the same Base Rent for the Relocation Space as Tenant was paying for the existing Premises. If the Relocation Space is smaller, Tenant shall pay the same Base Rent per rentable square foot as being paid on the existing Premises.

F. TENANT FINANCIAL STATEMENTS. Upon the Effective Date, Tenant shall submit: (a) balance sheets for the previous three (3) years; (b) year-to-date balance sheets; (c) income statements for the previous three (3) years; (d) year-to-date income statements; (e) tax returns for the previous (2) years; (f) other financial statements as Landlord may request; and (g) a current business plan if Tenant has been in business for less than two (2) years. Thereafter, upon written request from Landlord, Tenant shall deliver to Landlord financial statements for its most recent accounting period. Landlord shall make such request no more than twice during any Lease Year. All such financial statements shall be certified as true and correct by the responsible officer or partner of Tenant and if Tenant is then in default hereunder, the financial statements shall be certified by an independent certified public accountant.

G. RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be construed by the parties hereto, or by any third party, as constituting the parties as principal and agent, partners or joint venturers, nor shall anything herein render either party (other than a guarantor) liable for the debts and obligations of any other party, it being understood and agreed that the only relationship between Landlord and Tenant is that of Landlord and Tenant.

H. ENTIRE AGREEMENT; MERGER; SEVERABILITY. This Lease and any Exhibits or Addenda hereto, embody the entire agreement and understanding between the parties respecting the Lease and the Premises and supersedes all prior negotiations, agreements and understandings between the parties, all of which are merged herein. No provision of this Lease may be modified, waived or discharged except by an instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impact, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. NO REPRESENTATION BY LANDLORD. Neither Landlord nor any agent of Landlord has made any representations, warranties, or promises with respect to the Premises or the Building except as expressly set forth herein.

J. LIMITATION OF LIABILITY. Notwithstanding anything in this Lease to the contrary, any remedy of Tenant for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder or any claim, cause of action or obligation, contractual, statutory or otherwise by Tenant against Landlord concerning, arising out of or relating to any matter relating to this Lease and all of the covenants and conditions or any obligations, contractual, statutory, or otherwise set forth herein, shall be limited solely and exclusively to an amount which is equal to the lesser of (i) the interest of Landlord in and to the Building, and (ii) the interest Landlord would have in the Building if the Building were encumbered by third party debt in an amount equal to eighty percent (80%) of the then current value of the Building (as such value is reasonably determined by Landlord). Any judgments rendered against Landlord shall be satisfied solely out of proceeds of sale of Landlord's interest in the Building. No other property or assets of Landlord, or any member, officer, director, shareholder, partner, trustee, agent, servant or employee of Landlord (the "Representatives") shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, Landlord's obligations to Tenant, whether contractual, statutory or otherwise, the relationship of Landlord and Tenant hereunder, or Tenant's use or occupancy of the Building. Tenant further understands that any liability, duty or obligation of Landlord to Tenant, shall automatically cease and terminate as of the date that Landlord or any of Landlord's Representatives no longer have any right, title or interest in or to the Building. The provisions hereof shall inure to Landlord's successors and assigns including any Lender. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or other remedy which may be accorded Tenant by law or under this Lease. If Tenant claims or asserts that Landlord has violated or failed to perform a covenant under the Lease, Tenant's sole remedy shall be an action for specific performance, declaratory judgment or injunction and in no event shall Tenant be entitled to any money damages in any action or by way of set off, defense or counterclaim and Tenant hereby specifically waives the right to any money damages or other remedies for any such violation or failure.

K. MEMORANDUM OF LEASE. Neither party, without the written consent of the other, will execute or record this Lease or any summary or memorandum of this Lease in any public recorder's office.

L. NO WAIVERS. Failure of Landlord to insist upon strict compliance by Tenant of any condition or provision of this Lease shall not be deemed a waiver by Landlord of that condition. No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. No provision of this Lease may be waived by Landlord, except by an instrument in writing executed by Landlord. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agents

during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. Similarly, this Lease cannot be amended except by a writing signed by Landlord and Tenant. Any payment by Tenant or receipt by Landlord of an amount less than the total amount then due hereunder shall be deemed to be in partial payment only thereof and not a waiver of the balance due or an accord and satisfaction, notwithstanding any statement or endorsement to the contrary on any check or any other instrument delivered concurrently therewith or in reference thereto. Accordingly, Landlord may accept any such amount and negotiate any such check without prejudice to Landlord's right to recover all balances due and owing and to pursue its other rights against Tenant under this Lease, regardless of whether Landlord makes any notation on such instrument of payment or otherwise notifies Tenant that such acceptance or negotiation is without prejudice to Landlord's rights.

M. SUCCESSORS AND ASSIGNS. The conditions, covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

N. WAIVER OF JURY TRIAL; GOVERNING LAW. **Landlord and Tenant hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against each other or any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, and/or Tenant's use or occupancy of the Premises.**

This Lease shall be governed by the law of the State where the Building is located. No conflicts of law rules of any state or country (including, without limitation, the conflicts of law rules of the State in which the Building is located) shall be applied to result in the application of any substantive or procedural laws of any state or country other than the State in which the Building is located. All controversies, claims, actions or causes of action arising between the parties hereto and/or their respective successors and assigns, shall be brought, heard and adjudicated by the courts of the State of Georgia, with venue in the County where the Building is located. Each of the parties hereto waives any right such party has or may have to require venue to be determined pursuant to The Constitution of the State of Georgia, Article VI, Section II, or pursuant to any other statutory provision of Georgia Law to the extent such constitutional or statutory provision would specify venue in any County other than that in which the Building is located. Each of the parties hereto hereby consents to personal jurisdiction by the courts of the State of Georgia in connection with any such controversy, claim, action or cause of action, and each of the parties hereto consents to service of process by any means authorized by the law of the State in which the Building is located and consent to the enforcement of any judgment so obtained in the courts of the State in which the Building is located on the same terms and conditions as if such controversy, claim, action or cause of action had been originally heard and adjudicated to a final judgment in such courts. Each of the parties hereto further acknowledges that the laws and courts of the State in which the Building is located were freely and voluntarily chosen to govern this Lease and to adjudicate any claims or disputes hereunder.

O. EXHIBITS. All exhibits attached to this Lease are a part hereof and are incorporated herein by reference and all provisions of such exhibits shall constitute agreements, promises and covenants of this Lease.

P. CAPTIONS. The captions and headings used in this Lease are for convenience only and in no way define or limit the scope, interpretation or content of this Lease.

Q. COUNTERPARTS. This Lease may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

R. TIME OF ESSENCE. Each covenant herein is a condition and time is of the essence with respect to the performance of every provision of this Lease.

S. SURVIVAL OF OBLIGATIONS. Any obligations of Tenant occurring prior to the expiration or earlier termination of this Lease shall survive such expiration or earlier termination.

T. CONFIDENTIALITY. Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly

confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal and space planning consultants without Landlord's prior written consent.

U. **NO OPTION.** **THE SUBMISSION OF THIS LEASE BY LANDLORD, ITS AGENT OR REPRESENTATIVE FOR EXAMINATION OR EXECUTION BY TENANT DOES NOT CONSTITUTE AN OPTION OR OFFER TO LEASE THE PREMISES UPON THE TERMS AND CONDITIONS CONTAINED HEREIN OR A RESERVATION OF THE PREMISES IN FAVOR OF TENANT, IT BEING INTENDED HEREBY THAT THIS LEASE SHALL ONLY BECOME EFFECTIVE UPON THE EXECUTION HEREOF BY LANDLORD AND DELIVERY OF A FULLY EXECUTED LEASE TO TENANT.**

V. **USE OF BUILDING NAME; IMPROVEMENTS.** Tenant shall not be allowed to use the name, picture or representation of the Building, or words to that effect, in connection with any business carried on in the Premises or otherwise (except as Tenant's address) without the prior written consent of Landlord. In the event that Landlord undertakes any additional improvements on the property on which the Building is located including, but not limited to, new construction or renovation or additions to the existing improvements, Landlord shall not be liable to Tenant for any noise, dust, vibration or interference with access to the Premises or disruption in Tenant's business caused thereby.

W. **RIGHT OF LANDLORD TO PERFORM.** All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue beyond any applicable cure period set forth in this Lease, Landlord may, but shall not be obligated to, without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as is in this Lease provided. All sums so paid by Landlord and all reasonable incidental costs, together with interest thereon at the Default Rate from the date of such payment by Landlord, shall be payable to Landlord on demand and Tenant covenants to pay any such sums, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of the Rent.

X. **ACCESS, CHANGES IN PROJECT, FACILITIES, NAME.**

(i) Every part of the Building except the inside surfaces of all walls, windows and doors bounding the Premises (including exterior building walls, core corridor walls and doors and any core corridor entrance), and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other building facilities, and the use thereof, as well as access thereto through the Premises for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord.

(ii) Tenant shall permit Landlord to install, use and maintain pipes, ducts and conduits within the walls, columns and ceilings of the Premises.

(iii) Landlord reserves the right, without incurring any liability to Tenant therefor, to make such changes in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, elevators, stairways and other improvements thereof, as it may deem necessary or desirable.

(iv) Landlord reserves the right to implement security systems which Landlord deems reasonable, necessary, or convenient, including, but not limited to, restricting access after Building Hours to require all persons entering to access the Building by way of security cards.

Y. **Anti-Terrorism Statute Compliance.** Tenant hereby represents and warrants to Landlord that Tenant is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving or any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224; (4) engaging in or conspiring to engage in any transaction that evades or



avoids, or had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "Antiterrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism" "Prohibited Person" is defined as (1) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti Terrorism Law, or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control as its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

Z. Intentionally Deleted]

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have duly executed this Lease with the Exhibits attached hereto, as of the day and year first written above.

**TENANT**

WITNESS OR ATTEST: City of South Fulton, Georgia

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LANDLORD**

WITNESS OR ATTEST: **SRS Promenade Park, LLC**  
**a Georgia limited liability company**

\_\_\_\_\_  
By: Nicholas J. Rhodes  
Its: Managing Member

EXHIBIT A

CERTIFICATE OF TENANT'S SECRETARY

**Note, this exhibit will be updated to reflect that the Tenant is a Governmental Entity, not a corporation.**

I, \_\_\_\_\_ [name of person certifying], the duly elected and serving Secretary of City of South Fulton, Georgia "Tenant", after being duly sworn, hereby certify before the undersigned authority authorized to administer oaths, the following:

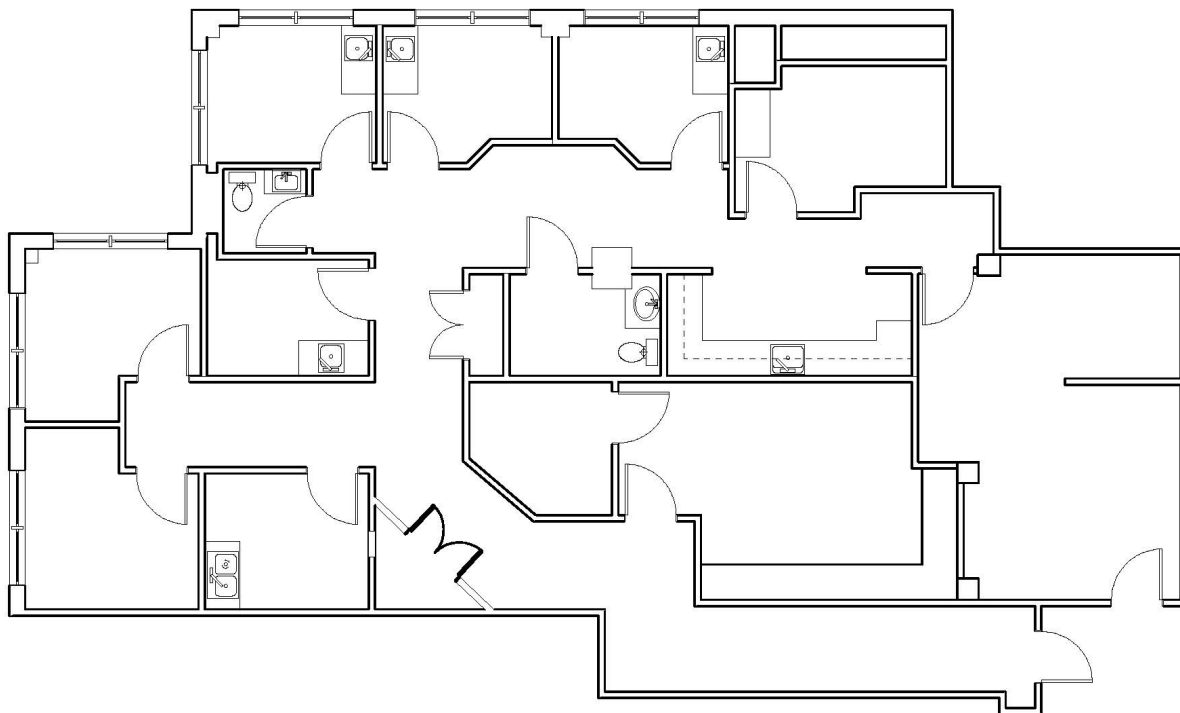
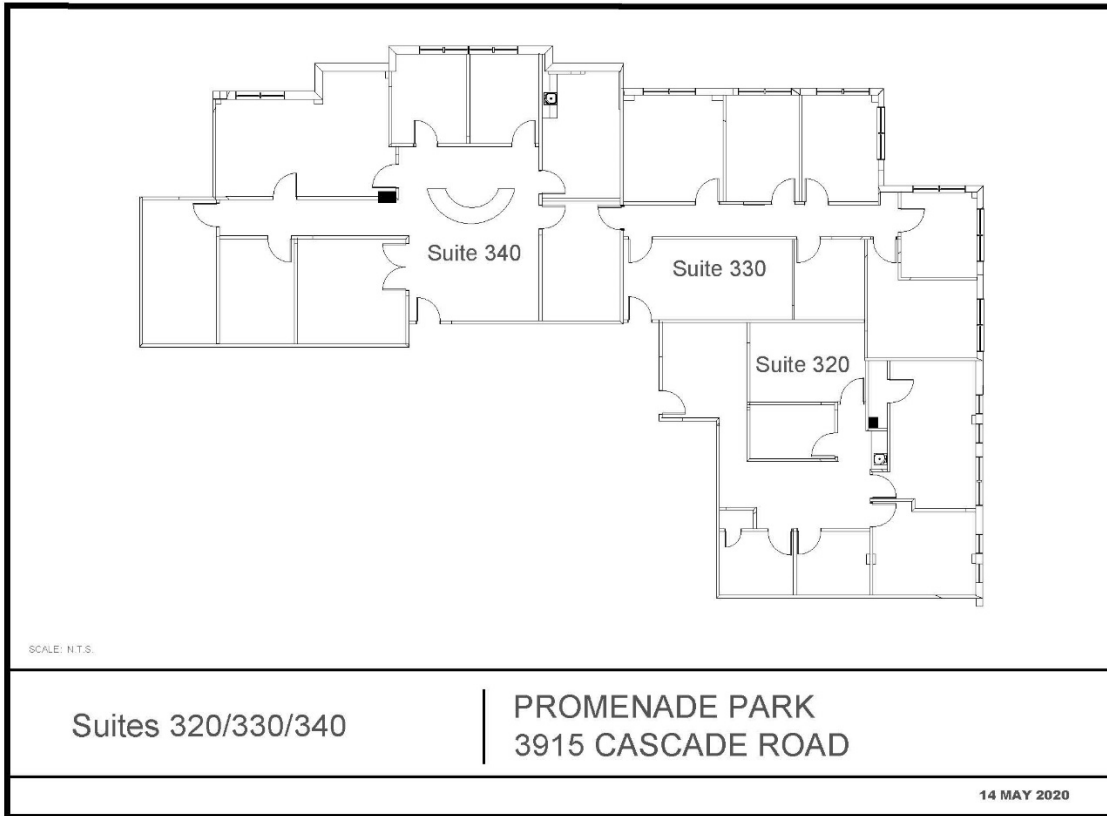
1. Tenant is corporation, duly organized and in good standing under the laws of the State of Georgia; and
2. the name of Tenant as shown above and on the signature page of the Lease to which this Certificate is attached is true, correct, and complete; and
3. the person(s) signing said Lease on behalf of Tenant, other than the Secretary, are (initial appropriate statement):  
\_\_\_\_ The President or a Vice-President, of Tenant; or  
  
\_\_\_\_ the officer(s), employee(s) or agent(s) of Tenant duly authorized by all of the Directors and/or Shareholders of Tenant to execute the Lease on behalf of Tenant with the purpose and intent of thereby binding Tenant as a corporation to the terms, provisions and conditions thereof, and a copy of the enabling resolution \_\_\_\_\_ is \_\_\_\_\_ is not (initial appropriate statement) attached hereto; and
4. the terms, provisions and conditions of the Lease have been duly authorized by Tenant, all actions or other formalities required by the Articles of Incorporation, ByLaws, and/or Resolutions of the Shareholders and/or Directors to authorize the execution of this Lease and to bind the Tenant thereto have been taken, and to the knowledge of the undersigned, the execution of the Lease by Tenant does not violate any provision of the Articles of Incorporation, Bylaws, or Resolution of Tenant, or any law, regulation or rule governing the Tenant.

Sworn to and Subscribed before me,  
this \_\_\_\_\_ day \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Secretary  
as aforesaid

EXHIBIT B



Suite 310

EXHIBIT C

LANDLORD'S WORK LETTER

1. Landlord shall perform improvements to the Premises as follows ("Landlord's Work"):

Landlord shall relocate the Tenant's currently occupying the Premises.

Any Additional Landlord's work shall be specified by the Tenant and approved by the Landlord prior to Lease execution. Landlord shall provide up to ten (\$10.00) dollars per Rentable Square foot towards the cost of the Additional Landlord's Work (the Landlord's Contribution). Such Landlord's Contribution shall be amortized over the term of the Lease at an interest rate of 8.5% and payable by tenant as additional rent. Any Additional Landlord's work shall also be subject to a 4% construction management fee charged by Landlord's property manager for their oversight of the work.

Otherwise, Tenant Accepts Premises in "as-is" condition with all faults.

2. It is agreed that construction of the Landlord Work will be completed using Building standard methods, materials and finishes unless otherwise specified herein or in attached Plans, if any. Landlord shall enter into a direct contract for the Landlord Work with a general contractor selected by Landlord. In addition, Landlord shall have the right to select and/or approve of any subcontractors used in connection with the Landlord Work.
3. If Tenant shall request any revisions to Landlord's Work, Landlord shall have plans for such revisions (the "Plans") prepared at Tenant's sole cost and expense and Tenant shall reimburse Landlord for the cost of preparing any such revisions to the Plans, plus any applicable state sales or use tax thereon, upon demand. Promptly upon completion of the revisions, Landlord shall notify Tenant in writing of the increased cost in the Landlord Work, if any, resulting from such revisions to the Plans. Tenant, within one Business Day, shall notify Landlord in writing whether it desires to proceed with such revisions. In the absence of such written authorization, Landlord shall have the option to continue work on the Premises disregarding the requested revision. Tenant shall be responsible for any delays caused by acts or omissions of Tenant or the Tenant Related Parties or their respective contractors or vendors, including, without limitation, changes requested by Tenant to approved plans, Tenant's failure to comply with any of its obligations under this Lease, or the specification of any materials or equipment with long lead times ("Tenant Delay"). If such revisions result in an increase in the cost of Landlord Work, such increased costs, plus any applicable state sales or use tax thereon, shall be payable by Tenant upon demand. Notwithstanding anything herein to the contrary, all revisions to the Plans shall be subject to the approval of Landlord.
4. "Substantial Completion" shall be deemed to have occurred on the date that all Landlord Work has been performed, other than any details of construction, mechanical adjustment or any other similar matter, the non-completion of which does not materially interfere with Tenant's use of the Premises. If Landlord is delayed in the performance of the Landlord Work as a result of a Tenant Delay, the Landlord Work shall be deemed to be Substantially Complete on the date that Landlord could reasonably have been expected to Substantially Complete the Landlord Work absent any Tenant Delay.
5. This Exhibit shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the Term, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.



## EXHIBIT D

### BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking facilities (if any), the Property and the appurtenances. In the event of a conflict between the following rules and regulations and the remainder of the terms of the Lease, the remainder of the terms of the Lease shall control. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees shall be paid for by Tenant and Landlord shall not be responsible for the damage.
3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All initial tenant identification and suite numbers at the entrance to the Premises, using the standard graphics for the Building, shall be installed and paid for by Landlord. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel without Landlord's prior approval, which approval shall not be unreasonably withheld.
4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants and no other directory shall be permitted unless previously consented to by landlord in writing.
5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Landlord shall have the right at all times to retain and use keys or other access codes or devices to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Landlord's cost and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of the Lease.
6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulation, policies and procedures, which may be revised from time to time.
7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours reasonably designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity, which approval shall not be unreasonably withheld. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner reasonably required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage, loss or injury.
8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises, which approval shall not be unreasonably withheld. Damage to the Building by the installation, maintenance, operating, existence or removal of Tenant's Property shall be repaired at Tenant's sole expense.
9. Corridor doors, when not in use, shall be kept closed.

10. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.
11. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.
12. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable Laws. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S. C. Section 9601 et. seq. or any other applicable environmental Law which may not or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant and shall remain solely liable for the costs of abatement and removal.
13. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used for lodging, sleeping or for any illegal purpose.
14. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord, nor shall the Commencement Date of the Term be extended as a result of the above actions.
15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electric or gas heating devices, without Landlord's prior written consent.
16. Tenant shall not operate or permit to be operated a coin or token operating vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees and invitees.
17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.
18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.
19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's reasonable opinion may impair the reputation of the Building or its desirability. Upon notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.
20. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Common Areas, unless a portion of the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.
21. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.

22. Deliveries to and from the Premises shall be made only at the times in the areas and through the entrances and exits reasonably designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.

23. The work of cleaning personnel shall not be hindered by Tenant after 5:30 P.M., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonably hardship to the cleaning service.

EXHIBIT E

COMMENCEMENT DATE CONFIRMATION

DECLARATION BY LANDLORD AND TENANT AS TO DATE OF  
DELIVERY AND ACCEPTANCE OF POSSESSION OF PREMISES

Attached to and made a part of the Lease dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, between SRS Promenade Park, LLC as LANDLORD, and City of South Fulton, Georgia as TENANT.

LANDLORD AND TENANT do hereby declare that possession of the Premises was accepted by TENANT on the \_\_\_\_\_ day of \_\_\_\_\_, 2024. The Premises required to be constructed and finished by LANDLORD in accordance with the provisions of the Lease have been satisfactorily completed by LANDLORD and accepted by TENANT, the Lease is now in full force and effect, and as of the date hereof, LANDLORD has fulfilled all of its obligations under the Lease. The Lease Commencement Date is hereby established as \_\_\_\_\_. The Expiration Date is \_\_\_\_\_.

**TENANT**

WITNESS OR ATTEST:

City of South Fulton, Georgia

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LANDLORD**

WITNESS OR ATTEST:

**SRS Promenade Park, LLC  
a Georgia limited liability company**

\_\_\_\_\_

By: Nicholas J. Rhodes  
Its: Managing Member

EXHIBIT F

GUARANTY OF LEASE

Intentionally Deleted

EXHIBIT G

Intentionally Deleted.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** First Read: Request Approval of An Ordinance to Amend Financial Policies of the City of South Fulton

**DATE:** March 26, 2024

**SUBJECT:** First Read: Request Approval of An Ordinance to Amend Financial Policies of the City of South Fulton

**REFERENCE:**

---

**CONCLUSION:**

**BACKGROUND:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                          | Type       | Upload Date |
|--------------------------------------|------------|-------------|
| 2024 Ordinance - Reserve Funds-Final | Cover Memo | 3/25/2024   |



**AN ORDINANCE TO AMEND SECTIONS 1-10004 OPERATIONAL GUIDELINES OF TITLE 1 ADMINISTRATION, CHAPTER 10 FUND BALANCE POLICY; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

**WHEREAS**, pursuant to City Charter Section 3.10 (c), the City Council is authorized to establish, abolish, merge, or consolidate offices, positions of employment, departments, and agencies of the City as it shall deem necessary for the proper administration of the affairs of the government of the City; and

**WHEREAS**, the Mayor and City Council of the City of South Fulton finds that this Ordinance is in the best interest of the public health, safety, and welfare.

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

**Section 1.** The Code of Ordinances, City of South Fulton, Georgia, Title 1 Administration, Chapter 10 Fund Balance Policy, Section 1-10004 Operational Guidelines is amended as follows:

Sec. 1-1004 is updated to read:

Sec. 1-10004. Operational guidelines.

The following guidelines address the classification and use of fund balance in governmental funds:

- (1) Classifying fund balance amounts. Fund balance classifications depict the nature of the net resources that are reported in a governmental fund. An individual governmental fund may include ~~nonspendable~~ **non-spendable** resources and amounts that are restricted, committed, or assigned, or any combination of those classifications. The general fund may also include an unassigned amount.
- (2) Encumbrance reporting. Encumbering amounts for specific purposes for which resources have already been restricted, committed, or assigned should not result in separate display of encumbered amounts. Encumbered amounts for specific purposes for which amounts have not been previously restricted, committed or assigned, will be

classified as committed or assigned, as appropriate, based on the definitions and criteria set forth in GASB Statement No. 54.

(3) Prioritization of fund balance use. When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the city to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it shall be the policy of the city that the committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts.

(4) Minimum unassigned fund balance. Except during the transition period, the city will maintain a minimum unassigned fund balance in its general fund of ~~42~~**20** percent of the subsequent year's budgeted expenditures. This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment.

(5) Replenishing deficiencies.

a. When fund balance falls below the minimum ~~42~~**20** percent, the city will replenish shortages/deficiencies using the budget strategies and timeframes described below.

1. The city will reduce recurring expenditures to eliminate any structural deficit; or
2. The city will increase revenues or pursue other fund sources; or
3. A combination of the two options above.

b. Minimum fund balance deficiencies shall be replenished within the following time periods:

1. A deficiency resulting in a minimum fund balance between ~~42~~**20** percent and ten percent of the subsequent year's budgeted expenditures shall be replenished over a period not to exceed one year.
2. A deficiency resulting in a minimum fund balance between ten percent and six percent of the subsequent year's budgeted expenditures shall be replenished over a period not to exceed three years.

(6) Surplus fund balance. Fund balance will be considered a surplus if over ~~42~~**20** percent of the subsequent year's budgeted expenditures. Should unassigned fund balance of the general fund ever exceed 11 percent, the city will consider such fund balance surpluses for one-time expenditures that are nonrecurring in nature.

**Section 2.** Amendments are shown with **bold underline** to denote text to be added or strikethrough to denote text to be deleted. Where new sections or paragraphs are added that change the numbering of existing sections or paragraphs, all references throughout the Ordinance will be updated accordingly.

**Section 3.** It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,

upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

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

**Section 4.** All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

**Section 5.** The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

**Section 6.** The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

**[signatures and voting tabulations appear on the following page]**

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau  
MAYOR



SHARON D. SUBADAN  
CITY MANAGER

**MEMORANDUM**

**TO:** First Read: Request Council Approval Of An Ordinance Creating A Traffic Calming Policy As Appendix H To The Code Of Ordinances, Enhancing Residential Safety

**DATE:** March 26, 2024

**SUBJECT:** First Read: Request Council Approval Of An Ordinance Creating A Traffic Calming Policy As Appendix H To The Code Of Ordinances, Enhancing Residential Safety

**REFERENCE:**

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**CONCLUSION:**

**BACKGROUND:**

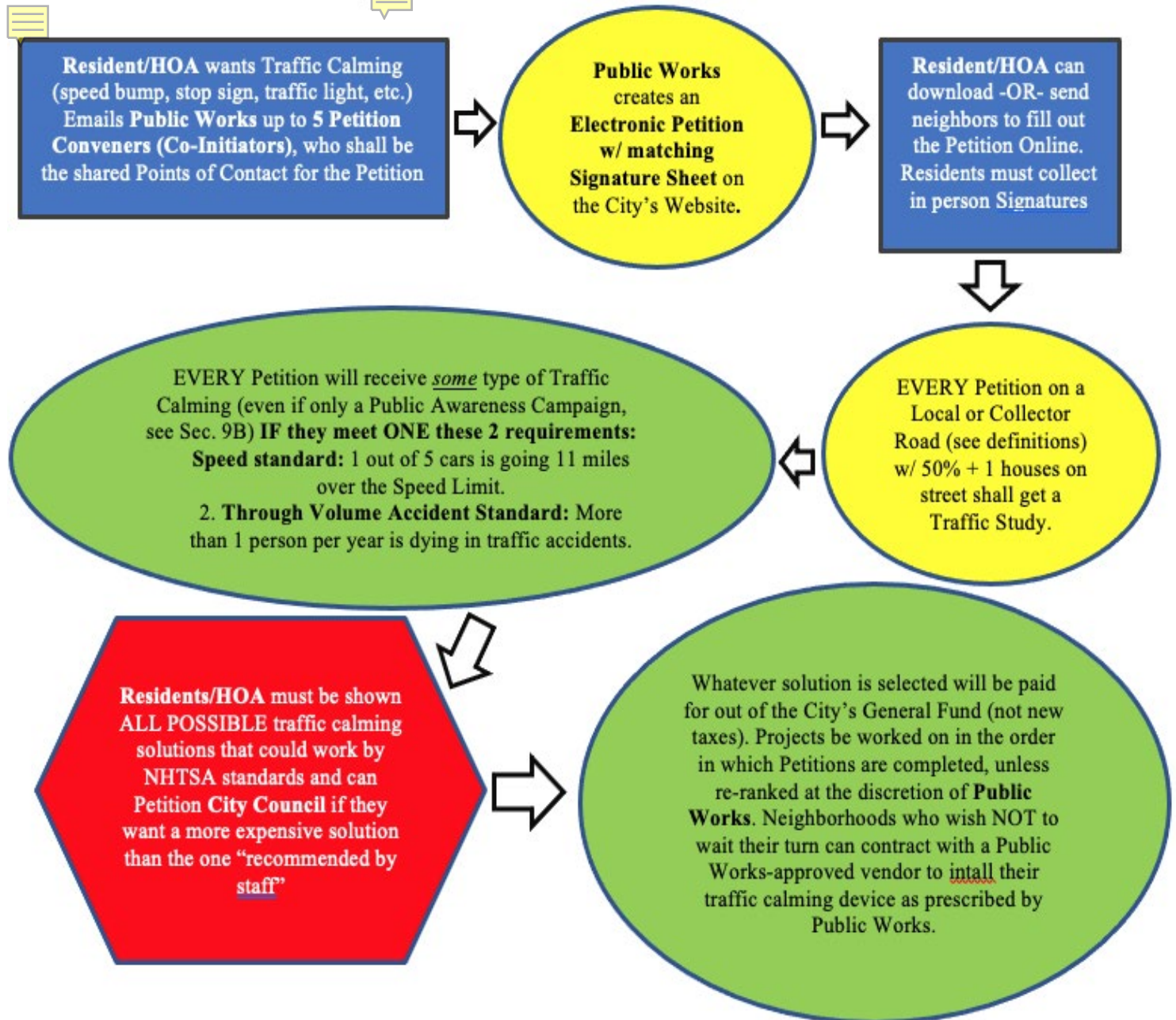
**FISCAL IMPACT:**

**ATTACHMENTS:**

| Description                                                                         | Type       | Upload Date |
|-------------------------------------------------------------------------------------|------------|-------------|
| Traffic Calming Ordinance and Traffic Calming Policy PW.Mayor Mark Ups 11.17.23 (2) | Cover Memo | 3/25/2024   |

AN ORDINANCE CREATING A TRAFFIC CALMING POLICY AS APPENDIX H TO  
THE CITY CODE OF ORDINANCES, ENHANCING RESIDENTIAL SAFETY AND  
FOR OTHER LAWFUL PURPOSES.

(Sponsored by Mayor khalid kamau)



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

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

**WHEREAS**, the rapid rate of growth of the Atlanta-Metropolitan Statistical Areas (MSA) has resulted in a significant increase in the volume of traffic within the City;

**WHEREAS**, motorists passing in and through the City have sought alternative routes through residential areas to avoid traffic congestion and delay;

**WHEREAS**, when cutting through residential neighborhoods, motorists tend to travel at speeds that greatly exceed the posted speed limit, resulting in a proliferation of traffic related problems in City neighborhoods;

**WHEREAS**, the City desires through this Ordinance to help manage and control problems associated with traffic flow, excessive speeding, cut through traffic and pedestrian safety, damage to property and quality of life; and

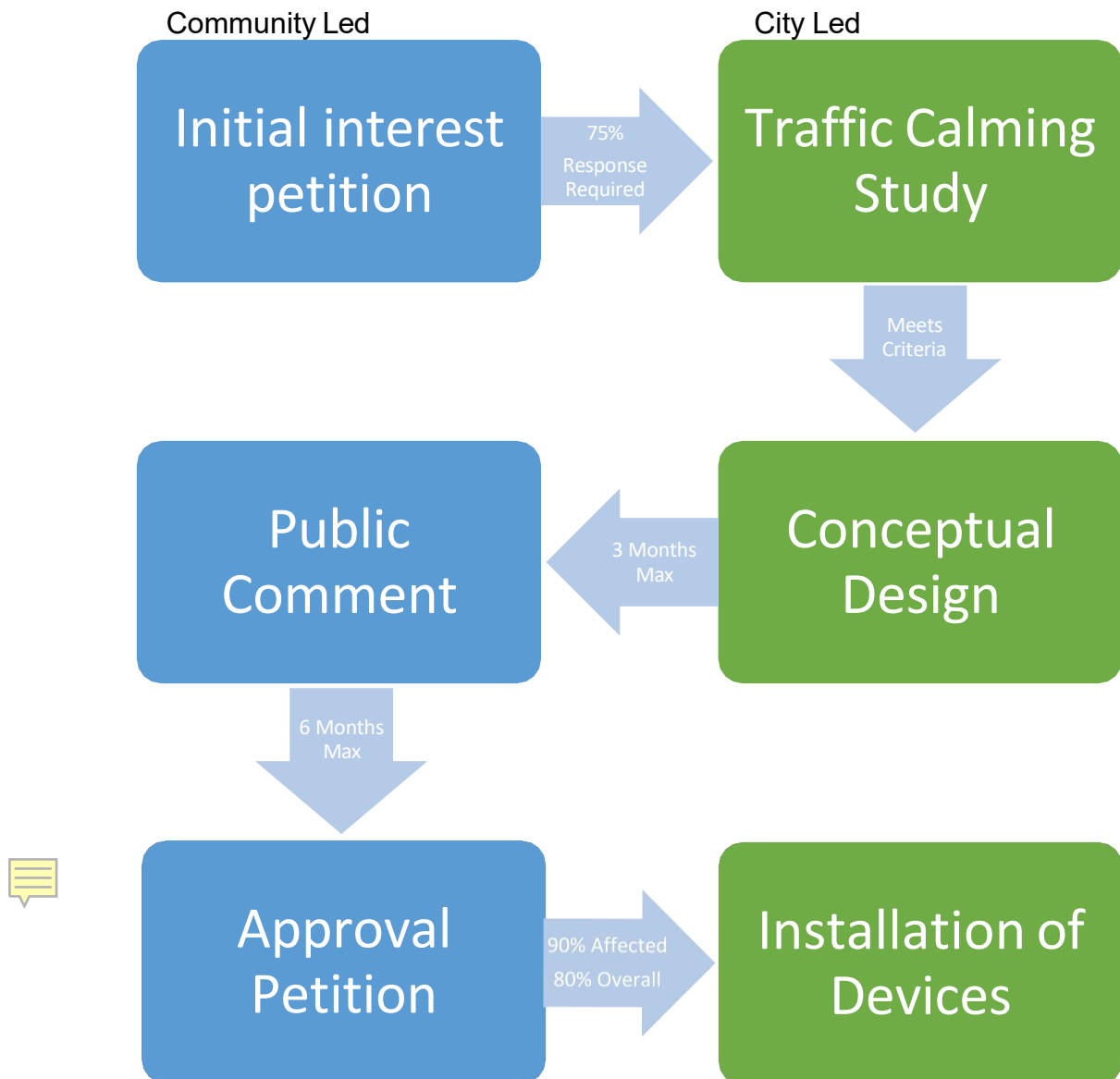
**WHEREAS**, the City seeks to appropriate taxpayer dollars to the issues of greatest concern to citizens as demonstrated through their Petitions to the city; and

**WHEREAS**, -this Resolution is in the best interest of the health, safety, and welfare of, the citizens of the City.

**-, THE COUNCIL OF THE CITY OF SOUTH FULTON  
HEREBY RESOLVES** as follows:



## Traffic Calming Process



## **Sec. 1. - Definitions.**

For purposes of this article, certain terms and words are defined. Where words have not been defined but are defined in a subsequent sub-section of this article, those words shall have the meaning as defined therein. 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:

**Affected Area** means a geographic portion of a neighborhood consisting of all property owners whose quality of life as a resident in the neighborhood, and not necessarily as a traveler through the neighborhood, is being directly impacted by the excessive volume or speeding traffic problem being addressed. The affected area will include all lots from which residents must traverse the traffic calming measure. The affected area will also include all lots from which residents may have an alternate route without traffic calming measures but whose lots have driveways that access the residential street for which traffic calming measures are sought.

**Department** means the Public Works Department.

**Eligible Petitioner** means the person whose name is recorded as a property owner in the tax records maintained by the City's GIS department for the address listed on the petition that falls within the affected area.

**GIS** means Geographical Information Systems.

**Initiator** is a real property owner who has requested an initial interest petition form and/or has assumed a primary role in circulating the initial interest petition and the subsequent traffic-calming petition and undertakes to serve as the City's sole contact with respect to the progress of the initial interest petition and any subsequent traffic study and traffic-calming petition.

**ITE** means the Institute of Transportation Engineers.

**MUTCD** means the Manual on Uniform Traffic Control Devices.

**Real Property Owners** means homeowners or other real property owners as indicated in the tax records maintained by the City's GIS department.

**Reference Number** means the number assigned to a completed initial interest petition which meets the City's criteria for a study that will be used to determine the order in which traffic studies will be conducted.

**Renter** means party leasing property in the affected area.

**Residential Street** means a street classified and defined as "residential" in the City's current Transportation Master Plan.

**Traffic-Calming Measures** means those methods and processes that the City may use to reduce aggressive driving behavior that impairs the quality of life of its citizens in any neighborhood in which the posted speed limit is no greater than -twenty-five (25) miles per hour.

**Traffic Study** means the process by which data pertinent to the flow, rate of speed and density of traffic, collected over a defined period of time, is measured and analyzed to determine its impact on the safety of citizens within a neighborhood or affected area.

**Arterials** means freeways, multilane highways, and other important roadways that supplement the Interstate System. They connect, as directly as practicable, the Nation's principal urbanized areas, cities, and industrial centers. Land access is limited. Posted speed limits on arterials usually range between 50 and 70 mi/h.

**Collectors** means major and minor roads that connect local roads and streets with arterials. Collectors provide less mobility than arterials at lower speeds and for shorter distances. They balance mobility with land access. The posted speed limit on collectors is usually between 35 and 55 mi/h.

**Local Roads** means provide limited mobility and are the primary access to residential areas, businesses, farms, and other local areas. Local roads, with posted speed limits usually between 20 and 45 mi/h, are the majority of roads in the U.S.

**Residential Parcel Representative:** Any individual over the age of 18 who can show proof that some portion of residential parcel for which they sign is their real property, or for whom that property is their residence, may serve as a representative of that residential parcel. A signature in favor of Traffic Calming shall consent or override dissent for the traffic calming.

## ***Sec. 2. - Procedure for requesting a traffic study.***

- A. There shall no longer be separate Initial Interest and Traffic Calming Petitions. All petitions which meet the criteria outlined in Section 7 (Affected Area) shall be given some form of traffic calming, provided it does not violate National Highway Transportation Safety Agency (NHSTA) standards and General Fund monies are available (as determined by the City Manager) then the City shall make an effort to provide, at minimum, the least expensive traffic calming solution available. The City shall require the filing of a Traffic Calming Petition form, which shall be made available to the Public Works Director electronically or in person at the Department of Public Works within three (3) business days of said request. To encourage a more accurate collection of data, the City shall ensure an electronic version of a petition is made available online with a corresponding hardcopy signature sheet to verify that information was voluntarily given by persons whose information appears on electronic petitions. Citizens shall be encouraged, but not required to use electronic forms whenever

possible to ensure accurate transcription of their contact information.

- B. Any person(s) interested in pursuing the installation of traffic-calming measures on a local road, upon request to the department, will begin the initial interest petition process for the Department to perform a traffic study. The traffic calming study shall be completed no later than one hundred eighty (180) days after the date the Department approves the traffic calming petition. The traffic calming petition will allow for persons (Real Property Owners) to sign in favor of requesting a traffic study/traffic calming installation or to register their opposition to the conduct of a traffic study/traffic calming installation.
- C. All persons signing an initial interest petition to request that the Department carry out a traffic study shall hereinafter be referred to as applicants. All persons opposed shall hereinafter be referred to as opponents.
- D. All applicants and opponents must be either real property owners or rental occupants.

**Sec. 3. - Initial interest petition.**

- A. The Department shall consider every Traffic Calming petition in which fifty percent (50%) +1 of the real property owners or rental occupants on the residential street are in favor of the traffic study.
- B. The Traffic Calming petition shall all include all of the following:
  - 1. The full name, signature, home address, and daytime telephone number and/or email of each person that signed the initial interest petition.
  - 2. The date upon which each person signed the initial interest petition.
  - 3. A description of the precise area for which the traffic study is requested by reference to the name of the subdivision or popular name of the neighborhood, or the bridges, streets, roads and where appropriate with house numbers that identify the area where a perceived speeding or excessive volume problem exists.
  - 4. The full name, signature, home address; and daytime telephone number and/or email of an Initiator and up to four (4) Co-Initiators. These shall be the first five (five) names on the cover page of the petition.
  - 5. The Cover Page of the Petition shall explain: *"While any citizen may contact the Department of Public Works to inquire on the status of the petition, the Department of Public Works is only required initiate contact with the Initiator, Co-Initiator, City Manager, Mayor and Councilmember(s) whom represents the district(s) in which the petition area is situated that the petition has failed to meet the criteria for a traffic study or that the Initiator is no longer the point of contact. Should the Initiator, for whatever reason, cease to be the point of contact, every Co-Initiator shall be contacted and offered the opportunity to become the Initiator. The Initiator and Co-Initiators should work to make sure they are in contact with one another and keep informed all signatories to the petition on the progress of the petition The City may use the information gathered for communication on other City issues, but shall never sell this information to any other party."*
- C. Only (1) real property owner or renter for each street address may sign the initial interest petition.

-  D. **Collection of signatures** may be done by any human being, including church, nonprofit or civic organizations or community groups, city staff or paid interns, any human being living in the State of Georgia, regardless of their citizenship status.

**Sec. 4. - Evaluating the initial interest petition and informing the initiator.**

- A. Upon completion of the initial interest petition, the Department will make a determination as to whether it meets the criteria outlined in Section 3.
- B. After the Department has received the complete initial interest petition, no signature will be withdrawn from an initial interest petition unless the Department is notified in writing within fifteen (15) business days, that there is reasonable proof that fraud or other impropriety occurred regarding the obtaining of the petitioner's signature.
- C. Within thirty (30) business days, all signatories to the petition shall be notified by the applicant/Initiator via electronic communication outlined in Section 8 (Notification to Petitioners) as to whether the Traffic Calming Petition meets the criteria for a traffic study and that a traffic study will begin within one hundred eighty (180) days of the notification
- D. In the event that the initiator moves away or is otherwise no longer a point of contact for the Department the Department shall make multiple attempts to contact every Co-Initiator and offer them the opportunity to become the Initiator. If after thirty (30) days a new initiator's name or address has not been provided to the department, the Department shall consider the initial interest petition abandoned. However, if the criteria for the traffic study and/or traffic calming installation have been met, the work to complete the traffic study and/or traffic calming installation shall be completed..

**Sec. 5. - Traffic study to comply with national standards.**

- A. National standards promulgated by AASHTO, ITE, and other national standards shall govern the execution of traffic studies and the design and installation of traffic-calming measures.

**Sec. 6. - Priority for the conduct of traffic studies.**

- A. The Department will conduct traffic studies based on the reference number assigned to the completed initial interest petition.
- B. The Department reserves the right to change the order in which a traffic study is conducted where the Department determines that there is a traffic calming petition further down the waiting list for an area in which there has been a higher number of documented traffic accidents or fatalities.

**Sec. 7. - The affected area and the traffic-calming plan.**

- A. Where the criteria for a traffic study have been met a traffic study shall be conducted within one hundred eighty (180) days within the notification outlined in Section 4(C).
- B. Upon completion of a traffic study, the Department shall make a determination as to whether the results clearly demonstrate that the installation of traffic-calming measures are warranted based upon at



least one of the following criteria:

1. **Speed standard:** 85th percentile speed is 11 miles per hour or greater than the posted speed limit; or



- C. **Through Volume Accident Standard:** The total number of daily trips generated by the affected area exceeds by 25% or more what would be expected based on the applicable trip generation rate(s) published in the current edition of the Trip Generation Report-An ITE Informational Report. The total number of incidents involving a fatality or c (1) per year over a twenty-four (24) month period
- D. The city may install traffic-calming measure(s) on any non State route or non-arterial street,.

**Sec. 8. - Notification that traffic-calming measures are not warranted.**

Following the completion of the study, whether the Department determines that traffic- calming measures are or are not warranted, then the Department shall notify via robocall and/or electronic communication (e.g. text message or email), every signatory to the petition that has provided an email or cell phone number. This shall serve as the minimum notification standard for all subsequent notifications regarding any given traffic calming petition.

Traffic counts are valid for one year. The city will only honor any request(s) for additional counts at the same location after the one-year window lapses and while school is in session.

**Sec. 9. - Notification to initiator for commencement of traffic-calming conceptual design**

- A. Where traffic-calming measures are warranted the Department shall, within a reasonable time following the completion of the traffic study, not to exceed three (3) months, prepare a traffic- calming conceptual plan and notify the initiator in writing about the traffic-calming conceptual plan.
- B. The traffic-calming conceptual plan must identify the affected area and include a recommendation for a specific traffic-calming measure or a combination of such measures that the Department has determined to provide the most effective solution to the problems identified in Section 7 (Affected Area), having regard to the pavement width, grades, and the physical features of the proposed location for the installation measures and any structures that facilitate drainage. The plan must also include all other traffic calming measures known to be available that could provide some relief, up to and including a Public Information Campaign
- C. Approved measures can be found in the Tool Box section at the end of this policy.
- D. A public comment period, not to exceed six (6) months, shall commence on the date that the Notification described in Section 8 (Notification to Petitioners) is sent). During that public comment period, the Department designees assigned to work on the traffic-calming – plan, in collaboration with the Communications Department, shall convene in-person and/or virtually meetings to share all traffic calming measures known to be available, their costs, and the recommendations of the Public Works Department..

**Sec. 10. - City Council Traffic Hearing**

- A. Within sixty (60) days of the conclusion of the public comment period, with at

least ten (10) business days' notice by communication as described in Section 8 (Notification to Petitioners), the City Council shall hold a hearing at its 2<sup>nd</sup> Monthly Meeting to hear a Department a presentation on the history of the Traffic Calming Study and the response to the Department's Traffic Calming Recommendation. The Petition's Initiator and/or Co-Initiators may present a rebuttal. At the conclusion of the Hearing, City Council shall motion and vote to select an available traffic calming solution — or no change at all.



- B. In order to be eligible for the installation of traffic calming measure the initiator must secure signatures in favor of the installation of traffic-calming measures representing 80% of property owners along the affected road affirm their support for installation of a traffic calming device.
- C. All installation costs and maintenance costs shall be funded the City's General Fund, as funds become available. However, Homeowners Associations or individual neighbors may take up collections to contract with City-approved contractors to install City Council Approved Traffic Calming improvements. .
- D. The City will offer advice and assistance with the implementation process as appropriate. City personnel will inspect and approve the construction of all devices to ensure that they meet the design criteria, ensure a fair price is charged, and prepare a maintenance schedule and budget for inclusion in the General Fund Budget.

***Sec. 11. – Removal of Traffic-calming petition;***

- A. In the event the traffic calming becomes unacceptable to the community, a request will be made to the department. The Department director or designee shall provide the initiator with a removal of traffic-calming petition form to be used for recording all of the signatures.
- B. The initiator/petitioner will circulate the traffic-calming petition to all eligible petitioners in the affected area.



- C. A traffic-calming petition must be completed within ninety (90) days from the date the traffic- calming petition form was initiated.
- D. The traffic-calming petition shall indicate the full name, signature, home address date, and daytime telephone number for each person signing the selection petition.
- E. The tax records maintained by the City's GIS department shall control in determining whether a signatory to the petition is a real property owner and thus an eligible petitioner.
- F. In order to be eligible for the removal of traffic calming measure the initiator must secure signatures in favor of the removal of traffic-calming measures from eligible petitioners representing - 80% of properties in the affected area.
- G. In the event that the petition secures the requisite percentage of signatures in favor of the removal of traffic-calming measure or combination of traffic calming measures, the director of the Department shall present a resolution to the City Council at a regularly scheduled meeting and the City Council shall thereafter by said resolution approve the removal of traffic calming measures. Advertising for said meeting must comply with city policy for advertising public announcements.



## Appendix A

### TOOLBOX



The “toolbox” contains different devices that address neighborhood traffic related concerns such as speeding vehicles, high traffic volumes, cut-through traffic, or collisions at neighborhood intersections. The devices vary in their ability to treat various traffic related concerns. For this reason, Chapter 4, “Toolbox Guidelines,” provides guidance on selecting the most appropriate devices given the type of specific traffic related concern and street being treated.

The “toolbox” of neighborhood traffic management devices can be grouped into three categories:



- Non-Physical devices
- Speed Control
  - Narrowing devices
  - Horizontal devices
  - Vertical devices
- Volume Control devices

For each device in the “toolbox,” the following information relating to each device is provided:



- Description of the measure
- Photograph and/or schematic
- List of advantages and disadvantages
- Data sheet indicating speed, volume, or collision reduction potential
- Estimated costs

Cost approximations are provided for information purposes only. Actual costs depend on many factors, including dimensions of device, construction materials, and actual construction costs.

### **NON-PHYSICAL DEVICES**

#### **Description**

Non-physical devices include any measures that do not require physical changes to the roadway. Nonphysical devices are intended to increase drivers’ awareness of surroundings and influence driver behavior without physical obstructions. DPW staff will initially implement non-physical devices to treat traffic related concerns. However, these devices are not self-enforcing and may have limited effectiveness as stand-alone devices. This category includes the following devices:



- Targeted Speed Enforcement
- Speed Radar Trailers
- Speed Feedback Sign

- Centerline/Edgeline Lane Striping
- Optical Speed Bars
- Signage
- Speed Legend
- Centerline Raised Pavement Markers
- High Visibility Crosswalks
- Angled Parking

### **Targeted Speed Enforcement**

City Staff or NTC members can identify locations for temporary targeted enforcement, based on personal observations and survey comments. A request can be submitted to the South Fulton Police Department (JCPD) for the desired enforcement. Because of limited JCPD resources, the duration of the targeted enforcement may be limited. Targeted enforcement may also be used in conjunction with new neighborhood traffic management devices to help drivers become aware of the new restrictions.

Approximate Cost: No direct cost.

#### **Advantages**

- Inexpensive if used temporarily
- Does not physically slow emergency vehicles or buses
- Quick implementation
- Disadvantages
- Expensive to maintain an increased level of enforcement
- Effectiveness may be temporary

### **Radar Trailer**

A radar trailer is a device that measures each approaching vehicle's speed and displays it next to the legal speed limit in clear view of the driver. They can be easily placed on a street for a limited amount of time then relocated to another street, allowing a single device to be effective in many locations.

Approximate Cost: No direct cost. (Purchase \$6,000 - \$12,000)

#### **Advantages**

- Portable
- Does not physically slow emergency vehicles or buses
- Quick implementation

#### **Disadvantages**

- Effectiveness may be temporary
- Drivers may divert to alternate streets due to uncertainty of device implications
- Subject to vandalism



## Speed Feedback Signs



Speed feedback signs perform the same functions as radar trailers but are permanent. Real-time speeds are relayed to drivers and flash when speeds exceed the limit. Speed feedback signs are typically mounted on or near speed limit signs.



Approximate Cost: \$1,500 - \$10,000

### Advantages

- Real-time speed feedback
- Does not physically slow emergency vehicles or buses
- Permanent installation

### Disadvantages

- May require power source
- Only effective for one direction of travel
- Long-term effectiveness uncertain
- Subject to vandalism

## Centerline/Edgeline Lane Striping

Lane striping can be used to create formal travel lanes, bicycle lanes, parking lanes, or edge lines. As a neighborhood traffic management measure, they are used to narrow the travel lanes for vehicles, thereby inducing drivers to lower their speeds. The past evidence on speed reductions is, however, inconclusive.

Approximate Cost: \$2.00 per linear foot

### Advantages

- Inexpensive
- Can be used to create bicycle lanes or delineate on-street parking
- Does not slow emergency vehicles

### Disadvantages

- Has not been shown to significantly reduce travel speeds
- Requires regular maintenance

## Optical Speed Bars

Optical speed bars are a series of pavement markings spaced at decreasing distances. They have typically been used in construction areas to provide drivers with the impression of increased speed. They do not provide long-term speed reduction benefits.

Approximate Cost: \$1.00 per linear foot

### Advantages

- Inexpensive
- Does not physically slow emergency vehicles or buses

#### Disadvantages

- Long-term effects in residential area unknown
- Increases regular maintenance



## **Signage**

Various signs may also be useful in alerting driver of certain conditions. Examples include:

- “Cross Traffic Does Not Stop” Signs
- Truck Restriction Signs

Approximate Cost: \$150 - \$500 per sign

### **Advantages**

- Inexpensive
- Truck restrictions can reduce through truck traffic
- Does not slow emergency vehicles or buses

### **Disadvantages**

- Requires regular maintenance
- Speed limit signs are not applicable because they do not necessarily change driver behavior
- If speed limits are set unreasonably low, drivers are more likely to exceed it

## **Speed Legend**

Speed legends are numerals painted on the roadway indicating the current speed limit in miles per hour.

They are usually placed near speed limit signposts. Speed legends can be useful in reinforcing a reduction in speed limit between one segment of a roadway and another segment. They may also be placed at major entry points into a residential area.

Approximate Cost: \$175 per location

### **Advantages**

- Inexpensive
- Helps reinforce a change in speed limit
- Does not slow emergency vehicles

### **Disadvantages**

- Has not been shown to significantly reduce travel speeds
- Requires regular maintenance

## **Centerline Raised Pavement Markers**

Raised pavement markers (RPMs) are small bumps lining the centerline or edge line of a roadway. They are often used on curves where vehicles have a tendency to

deviate outside of the proper lane, risking collision. Raised reflectors improve the nighttime visibility of the roadway edges.

Approximate Cost: \$4.50 per marker

#### Advantages

- Inexpensive
- Does not physically slow emergency vehicles or buses
- Can help keep drivers in the appropriate travel lane on curves and under low-visibility conditions

#### Disadvantages

- Noise caused by RPMs
- Requires regular maintenance
- Has not been shown to significantly reduce travel speeds

### **High Visibility Crosswalks**

High-visibility crosswalks use special marking patterns and raised reflectors to increase the visibility of a crosswalk. A “triple-four” marking pattern is created by painting two rows of four-foot wide rectangles, separated by four feet of unpainted space across the roadway. Raised reflectors are placed at the approach edges of these rectangles. The unpainted space along the center of the crosswalk provides an untreated path for wheelchair users and foot traffic, as markings may become slippery in rainy/wet conditions.

Approximate Cost: \$1,600 per location

#### Advantages

- Increased visibility of crosswalk
- Focus crossing pedestrians at a single location

#### Disadvantages

- May give pedestrians a false sense of security, causing them to pay less attention to traffic
- Requires more maintenance than normal crosswalks

### **Angled Parking**

Angled parking reorients on-street parking spaces to a 45-degree angle, increasing the number of parking spaces and reducing the width of the roadway available for travel

lanes. Angled parking is also easier for vehicles to maneuver into and out of than parallel parking.

Consequently, it works well in areas with high parking demand and turnover rates.

Approximate Cost: Dependent on amount of parking

#### Advantages

- Reduces speeds by narrowing the travel lanes
- Increases the number of parking spaces
- Provides for easier parking maneuvers that take less time than parallel parking
- Favored by businesses and multi-family residences

#### Disadvantages

- Precludes the use of bike lanes (unless roadway is wider than 58 feet)
- Ineffective on streets with frequent driveways
- Potential for collisions when backing out

## ***SPEED CONTROL – NARROWING DEVICES***

### **Description**

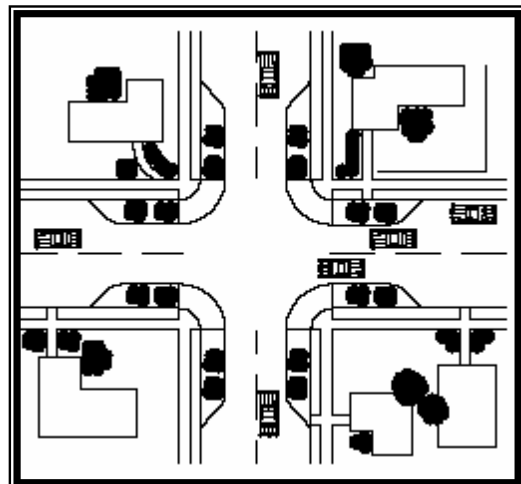
Narrowing devices use raised islands and curb extensions to physically narrow the travel lane for motorists.

The narrowing devices in the toolbox include:

- Neckdown/Bulbout
- Center Island Narrowing
- Two-Lane Choker
- One-Lane Choker

### **Neckdown / Bulbout**

Neckdowns/bulbouts are raised curb extensions that narrow the travel lane at intersections or mid-block locations. Neckdowns/bulbouts “pedestrianize” intersections by shortening the crossing distance and decreasing the curb radii, thus reducing turning vehicle speeds. Both of these effects increase pedestrian comfort and safety at the intersection. The magnitude of speed reduction is dependent on the spacing of neckdowns between points that require drivers to slow. On average, neckdowns achieve a 7 percent reduction in speeds.



Approximate Cost: \$5,000 – \$10,000 per corner

### Measured Effectiveness

Speed: Reduction in 85th Percentile Speeds between Slow Points -7%

Volume: Reduction in Vehicles per Day -10%

Safety: Reduction in Average Annual Number of Collisions I/D

*Note: I/D = Insufficient Data to predict reduction effect.*

*Source: Traffic Calming: State of the Practice, 2000.*



### Advantages

- Reduces pedestrian crossing distance and exposure to vehicles
- Through and left-turn movements are easily negotiable by large vehicles
- Creates protected on-street parking bays
- Reduces speeds (especially right-turning vehicles) and traffic volumes

### Disadvantages

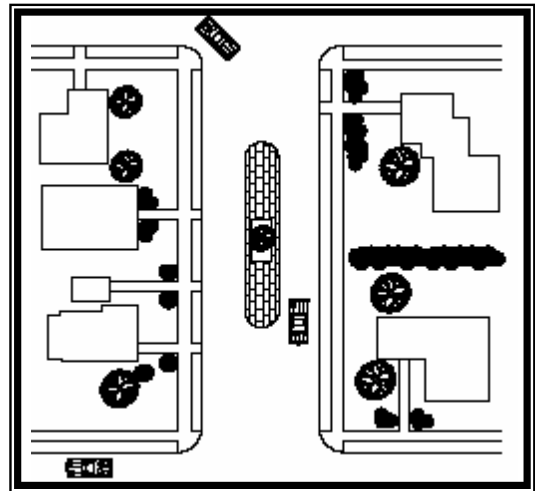
- Effectiveness is limited by the absence of vertical or horizontal deflection
- May slow right-turning emergency vehicles
- Potential loss of on-street parking
- May require bicyclists to briefly merge with vehicular traffic





## Center Island Narrowing

Center island narrowings are raised islands located along the centerline of a street that narrow the travel lanes at that location. Placed at the entrance to a neighborhood, and often combined with textured pavement, they are often called “gateways.” Fitted with a gap to allow pedestrians to walk through at a crosswalk, they are often called “pedestrian refuges.” They can also be landscaped to increase visual aesthetics. The magnitude of speed reduction is dependent on the spacing of center island narrowings between points that require drivers to slow (see page 55). On average, center island narrowings achieve a 7 percent reduction in speeds.



Approximate Cost: \$5,000 - \$10,000 per location

### Measured Effectiveness

Speed: Reduction in 85th Percentile Speeds between Slow Points -7%

Volume: Reduction in Vehicles per Day - 10%

Safety: Reduction in Average Annual Number of Collisions I/D

*Note: I/D = Insufficient Data to predict reduction effect.*

*Source: Traffic Calming: State of the Practice, 2000.*



### Advantages

- Can increase pedestrian safety
- Aesthetic upgrades can have positive aesthetic value
- Reduces traffic volumes if alternative routes are available

## Disadvantages

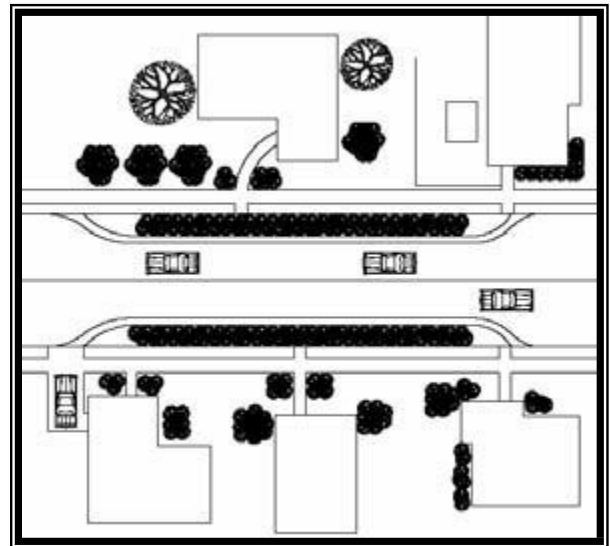
- Effect on vehicle speeds is limited by the absence of any vertical or horizontal deflection
- Potential loss of on-street parking



## Two-lane choker

Chokers are curbing extensions at mid-block that narrow a street. Chokers leave the street cross section with two lanes that are narrower than the normal cross section. The magnitude of speed reduction is dependent on the spacing of two-lane chokers between points that require drivers to slow (see page 55). On average two-lane chokers achieve a 7 percent reduction in speeds.

Approximate Cost: \$7,000 - \$8,000 per location



## Measured Effectiveness

Speed: Reduction in 85th Percentile Speeds between Slow Points -7%

Volume: Reduction in Vehicles per Day -10%

Safety: Reduction in Average Annual Number of Collisions I/D

*Note: I/D = Insufficient Data to predict reduction effect.*

*Source: Traffic Calming: State of the Practice, 2000.*



#### Advantages

- Easily negotiable by emergency vehicles and buses
- Can have positive aesthetic value
- Reduces both speeds and volumes

#### Disadvantages

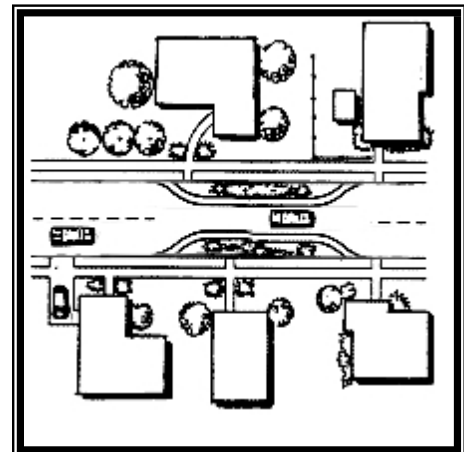
- Effect on vehicle speeds is limited by the absence of any vertical or horizontal deflection
- May require bicyclists to briefly merge with vehicular traffic
- Loss of on-street parking
- Build-up of debris in gutter



#### One-lane choker

One-lane chokers narrow the roadway width such that there is only enough width to allow travel in one direction at a time. They operate similarly to one-lane bridges, where cars approaching on one side must wait until all traffic in the other direction has cleared before proceeding. The magnitude of speed reduction is dependent on the spacing of one-lane chokers between points that require drivers to slow (see page 55). On average, one-lane chokers achieve a 14 percent reduction in speeds.

Approximate Cost: \$8,000 - \$9,000 per location



## Measured Effectiveness

Speed: Reduction in 85th Percentile Speeds between Slow Points -14%

Volume: Reduction in Vehicles per Day - 20%

Safety: Reduction in Average Annual Number of Collisions I/D

*Note: I/D = Insufficient Data to predict reduction effect.*

*Source: Traffic Calming: State of the Practice, 2000.*



## Advantages

- Maintains two-way vehicle access, except at choker
- Very effective in reducing speeds and traffic volumes

## Disadvantages

- Perceived as unsafe because opposing traffic is vying for space in a single lane
- Can be used only on low-volume, low speed roads
- Loss of on-street parking

## ***SPEED CONTROL – HORIZONTAL DEVICES***

### **Description**

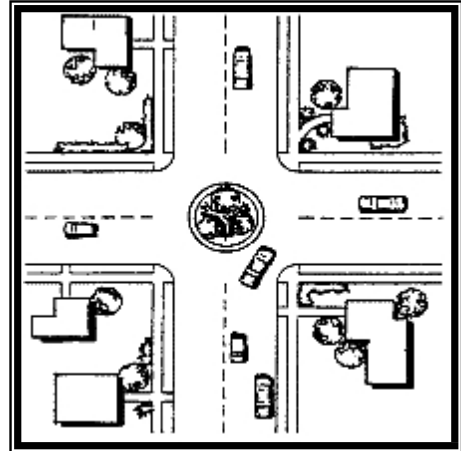
Horizontal deflection devices use raised islands and curb extensions to physically eliminate straight-line paths along roadways and through intersections. The horizontal deflection devices in the toolbox include:

- Traffic Circle
- Roundabout (Single-Lane)
- Chicane
- Lateral Shift
- Realigned Intersection



## Traffic Circle

Traffic circles are raised islands, placed in intersections, around which traffic circulates. Stop signs or yield signs can be used as traffic controls at the approaches of the traffic circle. Circles prevent drivers from speeding through intersections by impeding the straight-through movement and forcing drivers to slow down to yield. Depending upon the size of the intersection and circle, trucks may be permitted to turn left in front of the circle. The magnitude of speed reduction is dependent on the spacing of traffic circles between points that require drivers to slow (see page 55). On average, traffic circles achieve an 11 percent reduction in speeds and a dramatic 71 percent decrease in collisions.



Approximate Cost: \$10,000 - \$25,000 per location

### Measured Effectiveness

Speed Impacts Reduction in 85th Percentile Speeds between Slow Points -11%

Volume Impacts Reduction in Vehicles per Day -5%

Safety Impacts Reduction in Average Annual Number of Collisions -71%

*Source: Traffic Calming: State of the Practice, 2000.*

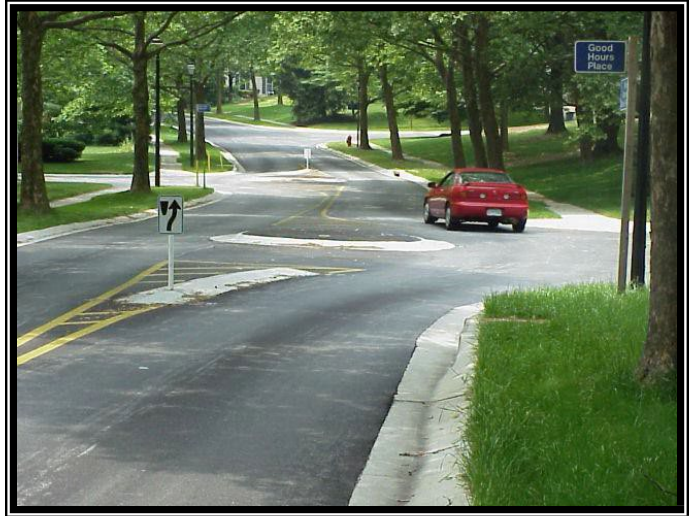
### Advantages



- Very effective in moderating speeds and improving safety
- Can have positive aesthetic value

#### Disadvantages

- If not designed properly, difficult for emergency vehicles or large trucks to travel around
- Must be designed so that the circulating traffic does not encroach on crosswalks
- Potential loss of on-street parking





## Chicane

Chicanes are curb extensions that alternate from one side of the street to the other, forming S-shaped curves. Chicanes can also be created by alternating on-street parking between one side of the road and the other. Each parking bay can be created either by restriping the roadway or by installing raised center islands at each end, creating a protected parking area. Chicanes have limited effectiveness in reducing traffic speeds and volumes as compared to other devices. Little data has been collected to predict the reduction in speed, traffic volumes, or collisions, and use of this device may not result in significant decreases. Resources permitting, DPW staff can collect before and after data to determine the effectiveness of chicanes.

Approximate Cost: \$8,000 - \$14,000 per location

### Measured Effectiveness

Speed Impacts Reduction in 85th Percentile Speeds between Slow Points I/D

Volume Impacts Reduction in Vehicles per Day I/D

Safety Impacts Reduction in Average Annual Number of Collisions I/D

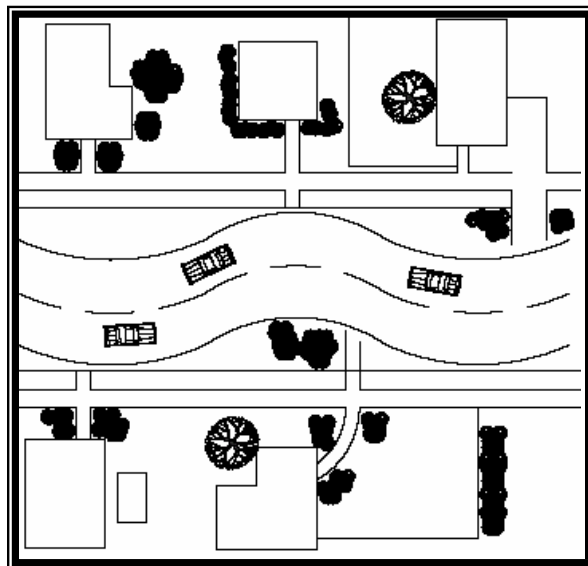
Note: I/D = Insufficient data to predict reduction effect.

### Advantages

- Discourages high speeds by forcing horizontal deflection
- Easily negotiable by emergency vehicles and buses

### Disadvantages

- Must be designed carefully to discourage drivers from deviating out of the appropriate lane

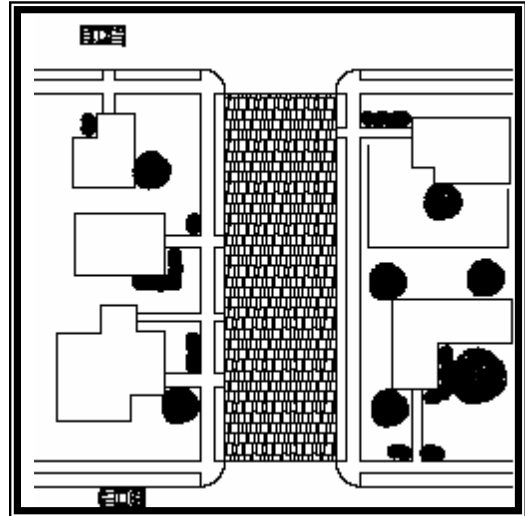


- Curb realignment and landscaping can be costly, especially if there are drainage issues
- Loss of on-street parking



## Textured Pavement

Textured colored pavement includes the use of stamped pavement (asphalt) or alternate paving materials to create an uneven surface for vehicles to traverse. Textured pavement may have limited effectiveness as a standalone device and should be used to supplement other devices such as raised crosswalks or center median islands. Little data has been collected to predict the reduction in speed, traffic volumes, or collisions, and use of this device may not result in significant decreases. Resources permitting, DPW staff can collect before and after data to determine the effectiveness of textured pavement.



Approximate Cost: \$8.00 per square foot

### Measured Effectiveness

Speed: Reduction in 85th Percentile Speeds between Slow Points I/D

Volume: Reduction in Average Daily Traffic I/D

Safety: Reduction in Average Annual Number of Collisions I/D

*Note: I/D = Insufficient Data to predict reduction effect.*

### Advantages

- Can reduce vehicle speeds
- Aesthetic upgrades can have positive value
- Placed at an intersection, it can slow two streets at once



### Disadvantages

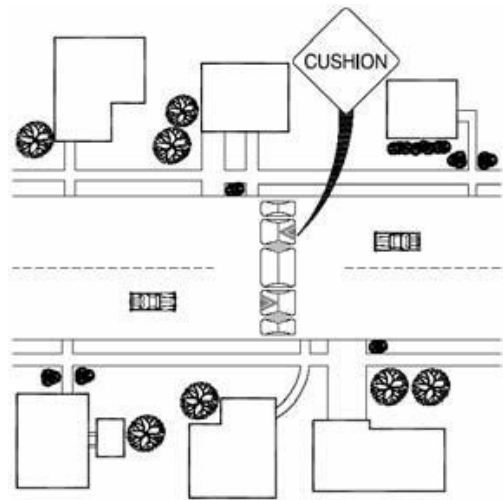
- Expensive, varying by materials used
- Can be uncomfortable for bicyclists or handicapped.
- Textured pavement can increase noise to adjacent properties

## Speed Cushion

Speed cushions are a variation of the speed lump that is constructed from durable recycled rubber. These prefabricated devices consistently have a more uniform shape than asphalt humps. Speed cushions provide wheel gaps for emergency vehicles and buses, and can be arranged to fit any street width. The magnitude of speed reduction is dependent on the spacing of speed cushions between points that require drivers to slow.

On average, speed cushions achieve a 14 percent reduction in speeds.

Approximate Cost: \$4,500 - \$6,000 per location



### Measured Effectiveness

Speed Reduction: Reduction in 85th Percentile Speeds between Slow Points -14%

Volume Reduction: Reduction in Average Daily Traffic

Safety Reduction: Reduction in Average Annual Number of Collisions

Source: City of Portland, Rubber Speed Bump Research, 1995

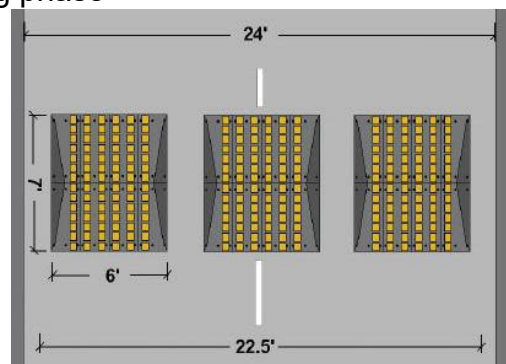


### Advantages

- Provides a more consistent ride than asphalt humps
- Can be used as a temporary device during a testing phase
- Reduces impacts to emergency vehicles due to cut-outs
- Easily accommodates street resurfacing

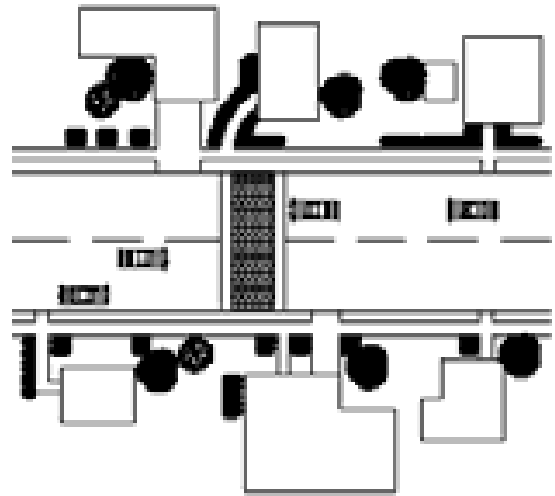
### Disadvantages

- Aesthetics
- Signs may be unwelcomed by adjacent residents
- Increased noise for adjacent residents



### Speed Cushion

Speed tables are flat-topped speed humps approximately 22 feet long. They are typically long enough for the entire wheelbase of a passenger car to rest on top. Their long, flat fields, plus ramps that are more gently sloped than speed humps, give speed tables higher design speeds than humps, and, thus, may be more appropriate for streets with higher ambient speeds. Brick or other textured materials improve the appearance of speed tables, draw attention to them, and may enhance safety and speed reduction. The magnitude of speed reduction is dependent on the spacing of speed tables between points that require drivers to slow (see page 55). On average, speed tables achieve an 18 percent reduction in speeds.



On average, speed tables achieve a 18 percent reduction in speeds.

Approximate Cost: \$4,500 - \$6,000 per location

#### Measured Effectiveness

- Speed Impacts Reduction in 85th Percentile Speeds between Slow Points -18%
- Volume Impacts Reduction in Vehicles per Day -12%
- Safety Impacts Reduction in Average Annual Number of Collisions -45%

• Source: Traffic Calming: State of the Practice, 2000.

#### Advantages

- Smoother on large vehicles (such as fire trucks) than speed humps
- Effective in reducing speeds, though not to the extent of speed humps



#### Disadvantages

- Aesthetics
- Textured materials, if used, can be expensive
- Signs may be unwelcome by adjacent residents
- Increased noise for nearby residents





## MAYOR'S SIGNATURE PAGE

The mayor, within ten (10) business days following receipt of an ordinance, shall return it to the city clerk with or without the mayor's approval or with the mayor's veto. If an ordinance has been approved by the mayor or if it is returned to the city clerk neither approved nor disapproved, it shall become law upon its return to the city clerk. However, if the mayor fails to return an ordinance to the city clerk within ten (10) business days of receipt, it shall become law at 12:00 Midnight on the tenth business day after receipt.

The mayor acknowledges receipt of the noted Item listed below:

**Date of Adoption:** 5/14/2019      **Item Number:** Ord2019-009

**Subject:** Traffic Calming Policy

**Date Received by Mayor:** 5/14/2019

**0**

**APPROVED**

**D**

**DISAPPROVED**

**Mayor's Signature:** William "Bill" Edwards  
**WILLIAM "BILL" EDWARDS**

**Date to City Clerk:** 5/14/2019